

March 24, 2017

Union's What-If Package Counter to WPAS. If not accepted in full the Union reserves the right to revert back to our full counter proposal dated February 28, 2017. The Union also reserves the right to continue to bargain the impact of the move to Mercer Island due to impacts unknown to employer.

Legend

RED WPAS PROPOSALS
GREEN T/A
BLUE- UNION PROPOSALS

COLLECTIVE BARGAINING AGREEMENT BETWEEN
WELFARE AND PENSION ADMINISTRATION SERVICE, INC.

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 8, AFL-CIO

FOR THE PERIOD OF

~~JANUARY 1, 2007 THROUGH DECEMBER 31, 2010~~

January 1, 2017 THROUGH December 31, 2019

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COLLECTIVE BARGAINING AGREEMENT WELFARE AND PENSION ADMINISTRATION SERVICE, INC.

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of January 2017, by and between WELFARE AND PENSION ADMINISTRATION SERVICE, INC., the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO.8, AFL CIO, the UNION, for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations of the parties. TA on 11/4/16

PREAMBLE

WHEREAS, the parties desire to cooperate in establishing conditions which will tend to secure to the employees a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustments of all disputes which may arise between them, so as to secure uninterrupted operation of the office involved.

NOW, THEREFORE, be it mutually agreed to as follows: ARTICLE 1

RECOGNITION OF THE UNION

WPAS Proposal: Back to book as of 3/17/17

Section 1.1 The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit herein described as follows: All office and technical employees employed by the Employer, excluding staff assistants employees and supervisors as defined by the Act, and also excluding all employees of Labor Trust Services, a branch office of the Employer located in Alaska.

-Union Proposal:

Section 1.1 The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit **for employees located at all present and future locations designated by job classifications set forth in the attached wage schedule** herein described as follows: All office and technical employees employed by the Employer, excluding ~~staff assistants and supervisors~~ **persons in managerial positions** as defined by the Act, ~~and persons who act in a confidential capacity to an employer's labor relations officials,~~ and also excluding all employees of Labor Trust Services, a branch office of the Employer located in Alaska.

Section 1.2 UNION LABEL All work related products and or correspondence produced of any type by a bargaining unit employee that is sent out of any office under this contract shall bear the Union label of the Office and Professional Employees Local No. 8.
TA on 1/13/17

WPAS Proposal:

New Section 1.3 UNION JURISDICTION. The Agreement shall cover all members of Local Union 8, OPEIU at WPAS current location or at the location if WPAS moves its corporate headquarters.

-Unions Response to Section 1.3: Reject WPAS proposal

~~New Section 1.3 UNION JURISDICTION. The Agreement shall cover all members of Local Union 8, OPEIU at WPAS current location or at the location if WPAS moves its corporate headquarters.~~

ARTICLE 2 UNION SECURITY

Section 2.1 The Employer agrees that all employees covered under this Agreement, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, shall become and remain members of the Union in good standing.

Section 2.2 The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, become members of the Union on or before thirty-one (31) days from the date of employment and thereafter remain members of the Union in good standing.

Section 2.3 In the event an employee fails to make application for membership to join the Union within thirty-one (31) days from the date of employment or to maintain membership in good standing, the Union shall submit proof in writing to the Employer requesting termination of said employee. The employee shall be notified of this letter and shall be terminated if the employee does not become a member in good standing within five (5) days after receipt of notice by the Employer.

Section 2.4 No employee, who, prior to the date of this Agreement, was receiving more than the rate of wages or benefits designated in this Agreement for the class of work in which they perform was engaged, shall suffer a reduction in the rate of wages or benefits from the application of this Agreement. TA on 11/4/16

WPAS Proposal:

~~Section 2.5 The Employer will deduct an amount equal to the Union's monthly dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A copy of the authorization form to be used by Union members is set forth as Exhibit "C" to this Agreement.~~

Unions Proposal:

Section 2.5 The Employer will deduct an amount equal to the Union's monthly dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. ~~A copy of the authorization form to be used by Union members is set forth as Exhibit "C" to this Agreement.~~

~~Section 2.6 The Employer shall, upon the hiring of a covered employee, advise the Union of all new hires, as they occur, their home addresses, job title, beginning salary, and date of hire and social security number. The Employer shall also furnish the names and job titles of all terminations as they occur. The Union agrees to furnish the Employer prompt~~

~~notice of all covered employees who become delinquent in paying monthly Union dues.~~

Section 2.6 ROSTERS The Employer shall supply to the Union a list semi- annually (January and July) by e-mail of all employees covered by this Agreement including the full name, job title, department, rate of pay and gross pay, hours worked, FTE status, starting date, date of birth and employee identification number. New hire rosters shall include their full name, home address, job title, department, rate of pay and gross pay, hours worked, FTE status, stating date, date of birth and employee identification number. The new hire roster shall be provided to the Union on a monthly basis. Upon termination of employment the Employer will provide the Union a roster that includes the full name, rate of pay and job title of the employee. The Union agrees to furnish the Employer prompt notice of all covered employees who become delinquent in paying monthly Union dues. TA on 11/29/16

ARTICLE 3 UNION BUSINESS

SECTION 3.1 UNION ACCESS TA on 10/21/16

The Business Representative of the Union shall be allowed admission to the Employer's place of business at any reasonable time during working hours for the purpose of investigating conditions existing on the job, providing that he or she first notifies the Employer.

Section 3.2 SHOP STEWARDS The Union shall have the right to set up its regular designate shop stewards machinery and the employees so chosen shall be certified in writing to the Employer. A steward so certified may investigate, dis cuss and process the grievances with individual members in accordance with Article 19; provided that, such actions shall not unreasonably interfere with required work production by members. TA on 10/21/16

WPAS Proposal:

~~Section 3.3 No more than two (2) employees shall be granted leave from duty without any loss of pay for all meetings between the Employer and the Union for the purpose of negotiating the terms of this contract, when such meetings take place at a time during which any such members are scheduled to be on duty.~~

Unions Proposal: housekeeping; insert new language per settlement agreement

Section 3.3 UNION LEAVE FOR COLLECTIVE BARGAINING NEGOTIATIONS: The Employer shall grant four (4) employees leave from duty without any loss of pay to serve on the Union negotiating committee. The Employer shall pay all wages and benefits for the four (4) Union-designated employees for all scheduled negotiations meeting time during which any such members are scheduled to be on duty.

- (a) The four (4) Union-designated employees shall also be compensated for all caucus time that occurs during scheduled negotiations meeting time, whether requested by the Union or the Employer. Unless mutually agreed upon by the Union and Employer, the Employer shall not pay the four (4) Union-designated employees

their hourly wages for any caucus time occurring outside of the scheduled negotiations meeting time.

- (b) The Employer shall be responsible for paying the fringe benefits for the allotted four Union designated employee(s).
- (c) The parties understand scheduling of negotiations are fluid but will have a scheduled starting time but not necessarily a set ending time for each session. If any of the four (4) Union-designated employees were scheduled to be on duty at the scheduled start time of a negotiations meeting, they shall begin to be paid their hourly wages and fringe benefits from the time that the negotiations meeting starts.
- (d) In the event a negotiations meeting ends before the shift of any Union-designated employee(s) was scheduled to end, the Employer shall return the employee(s) to duty for the remainder of their scheduled shift.

Section 3.4 **BULLETIN BOARDS** A bulletin board section shall be made available to the Union in convenient locations in the Employer's place of business for the purpose of posting Union notices. TA 10/21/16

Section 3.5 Shop stewards will have the opportunity to introduce themselves to a new employee.

WPAS Proposal:

~~Section 3.6 The Employer agrees to check-off voluntary contributions for the Union's Voice of the Electorate (VOTE) program for each covered person who voluntarily executes a check-off designating such deduction and the amounts.~~

Unions Proposal: Maintain current contract language

Section 3.6 The Employer agrees to check-off voluntary contributions for the Union's Voice of the Electorate (VOTE) program for each covered person who voluntarily executes a check-off designating such deduction and the amounts.

WPAS Proposal:

~~Section 3.6(a) Deductions shall begin on the first pay period of the first month following receipt of check-off authorization and shall continue in a like manner until the check-off authorization is revoked in writing.~~

Unions Proposal: Maintain current contract language

Section 3.6(a) Deductions shall begin on the first pay period of the first month following receipt of check-off authorization and shall continue in a like manner until the check-off authorization is revoked in writing.

WPAS Proposal:

~~Section 3.6(b) All monies collected under this Agreement shall be transmitted to the Secretary Treasurer of VOTE within fifteen (15) days along with a list of employees from 3.9 whom such deductions have been made and the amount deducted for each such employee.~~

Unions Proposal: Maintain current contract language

Section 3.6(b) All monies collected under this Agreement shall be transmitted to the Secretary Treasurer of VOTE within fifteen (15) days along with a list of employees from 3.9 whom such deductions have been made and the amount deducted for each such employee.

WPAS Proposal:

~~Section 3.7 POLITICAL ACTION FUND DEDUCTION The Employer shall deduct the sum specified from pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the Union on a bi-annual basis, January and July.~~

-Unions Proposal: Maintain current contract language unless WPAS accepts Union's counter. Union willing to withdraw Section 3.7 PAC Deduction & new Section 3.8 language if employer agrees to continue dues remittance to the Union under Section 2.5.

Section 3.7 POLITICAL ACTION FUND DEDUCTION The Employer shall deduct the sum specified from pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the Union on a bi-annual basis, January and July.

WPAS Proposal to Section 3.8- No proposal given, rejects Union's proposed language.

-Unions Proposal: Maintain current contract language unless WPAS accepts Union's counter. Union willing to withdraw Section 3.7 PAC Deduction & new Section 3.8 language if employer agrees to continue dues remittance to the Union under Section 2.5.

New Section 3.8 OPEIU LOCAL 8 HARDSHIP FUND & CHECK-OFF The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe, and temporarily financial situation due to an emergency. The Employer shall deduct the sum specified from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The amount deducted, payable to OPEIU Local 8 Hardship Fund, and a roster of each employee authorizing assignment of wages will be transmitted to the Union.

WPAS Proposal:

~~Section 3.9 UNION ACTIVITIES The employer shall grant leave from duty without any loss of pay for employees who are requested to attend meetings between the Employer and the Union including, but not limited to meetings for grievances, mediation, or arbitration hearing, such meetings shall be scheduled to take place at a reasonable time during which members are scheduled to be on duty. Provided, the employer shall pay for one (1) employee to attend an arbitration hearing.~~

-Unions Proposal:

New Section 3.9 UNION ACTIVITIES The employer shall grant leave from duty without any loss of pay for up to two (2) employees while in attendance for meetings between the

Employer and the Union which may include meetings for a grievance(s), mediation, or arbitration hearing. Such meetings shall be scheduled to take place at a reasonable time during which members are scheduled to be on duty.

ARTICLE 4 DEFINITIONS

Section 4.1 REGULAR FULL-TIME EMPLOYEE. A regular full-time is an employee who has been in the employ of the Employer full-time for a period of over thirty (30) calendar days and normally works a regular continuing schedule of seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 1/2) hours per week, and shall be entitled to full benefits under the terms of this Agreement.

WPAS proposal:

Section 4.2 REGULAR PART-TIME EMPLOYEE A regular part-time employee is an employee who works less than the regular seven and one-half (7 1/2) hour day and/or less than a five (5) day workweek and who has been in the employ of the Employer for a period of over thirty (30) calendar days and shall be granted vacation with pay, sick leave and holiday pay, including shift differential, on the same basis as a regular full-time employee, prorated to the number of hours worked per month. Seniority for the purposes of layoff, transfers, downgrades and promotions shall be calculated on a pro rata basis. **Provided that a regular part-time employee must work at least thirty (30) hours per week to be eligible for any benefits other than wages**

Union's response: Union willing to accept WPAS proposed changes to Section 4.2 if WPAS can change medical eligibility to 120 hours instead of 130 hours to qualify part-time employees to be eligible.

Section 4.2 REGULAR PART-TIME EMPLOYEE A regular part-time employee is an employee who works less than the regular seven and one-half (7 1/2) hour day and/or less than a five (5) day workweek and who has been in the employ of the Employer for a period of over thirty (30) calendar days and shall be granted vacation with pay, sick leave and holiday pay, including shift differential, on the same basis as a regular full-time employee, prorated to the number of hours worked per month. Seniority for the purposes of layoff, transfers, downgrades and promotions shall be calculated on a pro rata basis.

Section 4.3 TEMPORARY EMPLOYEE Temporary employees are employees who are hired for a maximum period of three (3) months. Temporary employees shall be required to pay the appropriate work permit fees to the Union. They shall be paid the minimum rate for their respective classifications and shall not be entitled to fringe benefits, however, after two (2) months of employment they shall be entitled to an additional twenty-five cents (\$0.25) per hour. A temporary employee who becomes a regular employee or a regular part-time employee shall receive a new hire date on the date they become a regular employee or a regular part-time employee.

Section 4.4 PROBATIONARY EMPLOYEE A probationary employee is an employee who is completing the probationary schedule as defined in Article 5. An employee terminated during the probation period defined in Article 5, Section 5.2(a) shall not have recourse to the grievance procedure.

Section 4.5 TRANSFER Transfer is a move from one job family/job classification to another job family/job classification (regardless of increase or decrease of labor grade). Such transfer may be initiated by the Employer or employee. Employer initiated transfers shall not result in a reduction of pay or seniority.

WPAS proposal:

~~Section 4.6 RECLASSIFICATION Reclassification (progressive) is a change in job classification title resulting from completion of a progression program as defined by the prevailing job description. Seniority of an employee affected by such progressive reclassification shall continue in the layoff group.~~

-Unions proposal: [Back to book](#)

Section 4.6 RECLASSIFICATION Reclassification (progressive) is a change in job classification title resulting from completion of a progression program as defined by the prevailing job description. Seniority of an employee affected by such progressive reclassification shall continue in the layoff group.

Section 4.7 PROMOTION A move from a lower labor grade to a higher labor grade.

Section 4.8 DOWNGRADE A move from a higher labor grade to a lower labor grade.

WPAS proposal:

Section 4.9 SALARY APPLICATION The following applies to items Section 4.5, Transfer; ~~Section 4.6, Reclassification~~ and Section 4.8, Downgrades of this Section. It is recognized that an employee may be required to accept a salary reduction if:

Unions proposal: [Maintain current language](#)

Section 4.9 SALARY APPLICATION The following applies to items Section 4.5, Transfer; Section 4.6, Reclassification and Section 4.8, Downgrades of this Section. It is recognized that an employee may be required to accept a salary reduction if:

Section 4.9(a) Application is made by the employee and accepted by the Employer for an employee who leaves a higher salaried classification to work in a lower salaried classification

or

Section 4.9(b) Application is made by an employee and accepted by the Employer to work in a higher salaried classification but must enter the new classification in one of the six (6) month training increments as determined by the Employer. The employee shall be advised of this situation and the salary amounts at the time his/her application is being considered.

ARTICLE 5

HIRING, PROMOTION, TRANSFER, PROBATION, DISCIPLINE AND TERMINATION, AND TRAINING

(WPAS proposal to move Management Rights from Article 21 to Article 5 and rename:

MANAGEMENT RIGHTS CLAUSE)

-Union's response: Union willing to withdraw our language and accept WPAS language changes to Management Rights, but Union proposes to keep under Article 21.

Section 5.1 HIRING AND JOB POSTING PROCEDURES

Section 5.1(a) Prior to filling the position a notice of all job vacancies shall be posted for ~~three (3)~~ five (5) working days on the Union section of the bulletin board. The posted notice will include a brief description of the qualifications and responsibilities of the vacant position. TA on 10/21/16

Section 5.1(b) Covered employees who have at least six (6) months experience in their latest job position and make timely application during the ~~three (3)~~ five (5) workday period ~~will be considered~~ eligible for the vacant position, subject to the terms of Section 5.1(e). TA on 10/21/16

Section 5.1(c) Employees who make application for a vacant position will receive notification at the same time. Within twenty-four (24) hours after the applicants have been notified, an announcement will be posted on the Union bulletin board notifying all employees of the employee selected for the vacant position.

WPAS proposal:

~~Section 5.1(d) The awarding of all vacant and promotional positions shall be subject to the seniority system of Article 6.~~

Unions proposal: Maintain current language

Section 5.1(d) The awarding of all vacant and promotional positions shall be subject to the seniority system of Article 6.

WPAS proposal:

~~Section 5.1(e) The Employer shall not be denied the right to fill the position with an individual from outside sources or other internal sources once the provisions of Section 5.1(a), (b), (c) and (d) have been exercised and it has been determined covered employees who have made application through the job posting procedure are deemed unqualified for the position. The Employer will place a job order with the Union in order for the Union to furnish the Employer with available qualified applicants.~~

Unions proposal: Maintain current language

Section 5.1(e) The Employer shall not be denied the right to fill the position with an individual from outside sources or other internal sources once the provisions of Section 5.1(a), (b), (c) and (d) have been exercised and it has been determined covered employees who have made application through the job posting procedure are deemed unqualified for the position. The Employer will place a job order with the Union in order for the Union to furnish the Employer with available qualified applicants.

Section 5.1(f) It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirement of the Employer as follows: Medical examinations and bonding and, if such services are requested by the Employer, employment agency fees after one (1) year of service.

Section 5.2 PROBATIONARY SCHEDULE Newly hired employees hired on after ratification shall serve ~~have~~ a one hundred ~~twenty (120)~~ fifty (150) calendar day probationary period to train for a position. An employee terminated during this probationary period shall not have recourse to the grievance procedure. TA on 11/29/16

~~Section 5.2(a) Newly hired employees shall have a one hundred twenty (120) calendar day probationary period to train for a position. An employee terminated during this probationary period shall not have recourse to the grievance procedure. TA to combine & move language from Section 5.2(a) under Section 5.2 Probationary Schedule.~~

~~Section 5.2(b)~~ Section 5.3 Trial Period An employee promoted or transferred to a new position shall have a ninety (90) calendar day ~~probationary trial~~ period, and shall receive the appropriate rate of pay for the new position during such ~~probationary trial~~ period. An employee who does not complete their training program and meet department standards determined to be unqualified for a new position during the ~~probationary trial~~ period shall be returned to the previously held position, at the former rate of pay, with no loss of seniority once. Prior to removal from a new position the employee shall be given a written explanation of the reason(s) she or he was determined to be unqualified. TA on 1/13/17

~~Section 5.3~~ 5.4 DISCIPLINE AND DISCHARGE FROM EMPLOYMENT

~~Section 5.3(a)-5.4(a)~~ The Employer shall not discipline, discharge or suspend any employee without just cause. No employee shall be disciplined or discharged while on paid sick leave, vacation or on approved leave of absence except for just cause. An employee, ~~upon request~~, shall receive written notice from the Employer or his agent, stating the true cause of any discipline being issued or at the time of termination. A copy of such notice shall also be provided to the Union upon the employee's request. The Employer retains the right to discharge new employees during or at the end of the probationary period and the discharge shall not be subject to the grievance procedure. TA on 1/13/17

WPAS proposal:

~~Section 5.3(b) A uniform system of documented verbal and written warning notices shall be used for poor work performance, formal reprimand, suspension and discharge.~~

Unions proposal: Maintain current language

~~Section 5.3~~ 5.4(b) A uniform system of documented verbal and written warning notices shall be used for poor work performance, formal reprimand, suspension and discharge.

WPAS proposal:

~~Section 5.3(b)(1) Prior to a discharge or suspension, no less than an oral reprimand and two (2) written warning notices of the complaints shall have been given to the involved employee, unless the circumstances merit suspension without such reprimand and notices. In the case of a suspension without such reprimand and notices, the Union reserves the right to subject such suspension to this Agreement's grievance procedure.~~
New Section 5.3(b) The Union shall have the right to file a grievance for any suspension or termination of its member.

Unions proposal: Maintain current language

Section ~~5.3~~5.4(b)(1) Prior to a discharge or suspension, no less than an oral reprimand and two (2) written warning notices of the complaints shall have been given to the involved employee, unless the circumstances merit suspension without such reprimand and notices. In the case of a suspension without such reprimand and notices, the Union reserves the right to subject such suspension to this Agreement's grievance procedure.

WPAS proposal:

New Section ~~5.3~~5.4(b) The Union shall have the right to file a grievance for any suspension or termination of its member.

Unions response to new Section 5.4(b): Reject WPAS new language. The Union's rights to file a grievance is defined in Article 19 and the Union does not have an interest to limit which levels of discipline that can be grieved.

Section ~~5.3~~5.4(b)(2) A copy of the disciplinary notices shall be submitted to the employee, within ten (10) calendar days of the date of the cited violation, noncompliance within the ten (10) calendar day time limit will set aside the written warning notice as being null and void.

Section ~~5.3~~5.4(b)(3) At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign and answer all written warning notices. The employee's signature shall not signify an admission of guilt or concurrence to the charge but shall be requested to indicate the employee comprehends the disciplinary action.

WPAS proposal:

~~Section 5.3(b)(4) The written notices as herein provided shall not remain in effect for a period of more than twelve (12) months and only written warning notices issued in a consecutive twelve (12) month period shall be used as a basis for suspension or discharge except that if a grievance is not settled, or if the Employer is in process of terminating an employee other than for work force reduction, and proper written notice is given, or has been given, then all items of reprimand etc., shall be valid and be retained until such time as final settlement is complete. At the end of the twelve (12) month period, the written warning notice in question shall be removed from the employee's personnel record.~~

Union proposal:

Section ~~5.3~~5.4(b)(4) ~~The~~ Any written notices of discipline as herein provided shall not remain in effect for a period of more than twelve (12) months. ~~and only written warning notices issued in a consecutive twelve (12) month period shall be used as a basis for suspension or discharge except that if a grievance is not settled, or if the Employer is in process of terminating an employee other than for work force reduction, and proper written notice is given, or has been given, then all items of reprimand etc., shall be valid and be retained until such time as final settlement is complete.~~ At the end of the twelve (12) month period, the ~~written warning notice~~ of discipline in question shall be removed from the employee's personnel record.

Section 5.3 5.4(c) NOTICE OF TERMINATION (Title Only T/A) Employees whose employment is terminated by the Employer for other than just cause, shall be given two (2) weeks' notice or two (2) weeks' pay in lieu of notice. Regular employees who desire to voluntarily terminate their employment shall give the Employer two (2) weeks' notice prior to the termination date selected.

Section ~~5.3~~ 5.4(d) Upon termination of employment for other than just cause, earned and accrued vacation and sick leave shall be paid in accordance with the terms of the Agreement. In the event employees, who voluntarily terminate their employment, fail to give notice as provided in Section 5.3(c), the employee shall forfeit earned and accrued vacation and sick leave.

WPAS proposal:

~~Section 5.3(e) In the event of the employee's death, accrued and unused vacation and sick leave benefits shall be payable to the employee's beneficiary designated to receive death benefit proceeds from his or her group life insurance coverage; if the employee has designated more than one beneficiary, such benefits shall be paid to that employee's estate.~~

Unions proposal: Maintain current language

Section ~~5.3~~ 5.4(e) In the event of the employee's death, accrued and unused vacation and sick leave benefits shall be payable to the employee's beneficiary designated to receive death benefit proceeds from his or her group life insurance coverage; if the employee has designated more than one beneficiary, such benefits shall be paid to that employee's estate.

WPAS proposal:

~~Section 5.4 The Employer agrees to institute and maintain a systematic documented training program of a minimum of seventy (70) consecutive hours for any employee designated as a Trainee. Each employee designated as a trainee will be responsible for certifying the completion of his or her training program. It shall be management's responsibility to assure that training is completed in a timely manner. Under no circumstances shall any employee be retained in a Trainee classification for more than one (1) year unless the Employer and the Union agree in writing to extend this period. Such extension shall not affect an employee's ordinary progression through the salary schedule. Upon leaving trainee status, an employee shall immediately be reclassified and paid at the appropriate rate of pay for the new classification. In the new classification, it will be the supervisor's responsibility to ensure continued training for each individual to successfully carry out the duties of their position.~~

Unions proposal:

Section 5.4 5.5 RECLASSIFICATION PROCEDURE Upon completion of a job progression program or if an employee is performing the higher level duties and responsibilities within a job series an employee is eligible for reclassification.

The Employer agrees to institute and maintain a systematic documented training program of a minimum of seventy-five ~~(70)~~(75) consecutive hours for any employee designated as a Trainee. ~~Each employee designated as a trainee will be responsible for certifying the completion of his or her training program.~~ It shall be management's responsibility to assure

that training is completed in a timely manner. Under no circumstances shall any employee be retained in a Trainee classification for more than one (1) year unless the Employer and the Union agree in writing to extend this period. Such extension shall not affect an employee's ordinary progression through the salary schedule. Upon leaving trainee status, an employee shall immediately be reclassified and paid at the appropriate rate of pay for the new classification. In the new classification, it will be the supervisor's responsibility to ensure continued training for each individual to successfully carry out the duties of their position.

ARTICLE 6

WPAS proposal: ~~SENIORITY, LAYOFF/RECALL~~ Seniority

WPAS proposal:

Section 6.1 Seniority for the purpose other than layoff shall mean length of continuous service with the Employer and shall be determined on an office-wide basis.

Union's response: Reject, maintain current seniority language.

WPAS proposal:

Section 6.1(a) In the event a new employee classification is established that is not otherwise contained in the Agreement, the parties agree to meet, discuss and/or negotiate the terms applicable to such new classification. However, all other provisions of this Agreement shall remain in effect.

-Union response & counter to Section 6.1(a): Union proposes to move section until Article 1 to read: The Employer shall notify the Union of any newly created job classification(s) appropriate to the bargaining unit. The Employer shall not establish new job classifications outside of the bargaining unit for the purpose of excluding such employees from the bargaining unit. The parties agree to meet, discuss and/or negotiate the terms applicable to such new classification.

WPAS proposal:

Section 6.1(b) Employees shall be made aware of all positions that become open or any newly created positions including grade, pay and position responsibilities. Seniority may be used to determine who shall receive the position where ability is equal.

Union's response to new Section 6.1(b): Reject, maintain current seniority language

WPAS proposal:

Section 6.1(c) Present employees shall be first opportunity to qualify for any position created. In the event training programs are necessary for employees to qualify for a new position the Employer agrees to afford present employees an opportunity to upgrade themselves to the skills of the new positions Note: Not to be construed as the Employers time and cost.

Union's response: Reject, maintain current seniority language.

WPAS proposal: strike entire article

~~Section 6.1 SENIORITY~~

~~Section 6.1(a) DEFINITION Seniority is defined as an employee's continuous length of service with the Employer from the most recent date of hire or adjusted date of hire and shall be cumulative on an office-wide basis.~~

~~Part-time employees shall accrue seniority on a pro rata basis, based upon hours worked from most recent date of hire or adjusted date of hire.~~

~~Section 6.1(b) APPLICATION OF SENIORITY Seniority shall be the determining factor in layoff and recall from layoff, promotions and transfers in accordance with job posting procedures, shift changes, and vacations in accordance with the provisions of this Article unless such factors as qualifications and job performance are unequal as determined by the Employer. Such determination shall be fairly and reasonably exercised. Section 6.1(b) shall apply to all of Article 6.~~

~~Seniority shall be applied in the following manner: Shift Changes and Vacation:~~

~~(1) Choice of shift shall be by seniority within the current job family to which the employee is as signed and within the department assigned.~~

~~(2) Vacation time shall be scheduled within a department by seniority based on accrual of seniority from employee's date of hire.~~

~~Benefit Accrual and Job Posting:~~

~~Seniority shall apply from most recent date of hire or adjusted seniority date. Salary-~~

~~Progression: Shall commence from the effective date of a promotion, transfer or assignment to a job classification.-~~

~~Layoff: Seniority for the purpose of layoff shall be the length of service in the layoff group.~~

~~Section 6.1(c) An employee shall lose all seniority rights for any one or more of the following reasons: Section-~~

~~6.1(c)(1) Voluntary resignation.~~

~~Section 6.1(c)(2) Discharge for just cause.~~

~~Section 6.1(c)(3) Failure to return in accordance with the terms of a leave of absence or when recalled from layoff.~~

~~Section 6.1(c)(4) Retirement.~~

Union proposal for Article 6: Maintain current contract language throughout entire article with modification to 6.1(b).

Section 6.1(b) APPLICATION OF SENIORITY Seniority shall be the determining factor in layoff and recall from layoff, promotions and transfers in accordance with job posting procedures, shift changes, **overtime**, and vacations in accordance with the provisions of this

Article unless such factors as qualifications and job performance are unequal as determined by the Employer. Such determination shall be fairly and reasonably exercised. Section 6.1(b) shall apply to all of Article 6.

Seniority shall be applied in the following manner:

Shift Changes and Vacation:

(1) Choice of shift shall be by seniority within the current job family to which the employee is assigned and within the department assigned.

(2) Vacation time shall be scheduled within a department by seniority based on accrual of seniority from employee's date of hire.

Benefit Accrual and Job Posting: Seniority shall apply from most recent date of hire or adjusted seniority date.

Salary Progression: Shall commence from the effective date of a promotion, transfer or assignment to a job classification.

Layoff: Seniority for the purpose of layoff shall be the length of service in the layoff group.

Overtime: By seniority within the current job family to which the employee is assigned and within the department assigned.

Section 6.2 LAYOFF PROCEDURE

WPAS proposal:

Section 6.2(a) In the event of a layoff, the Employer shall notify the Union, two (2) weeks prior to implementation of the layoff, of the nature and intent of the layoff.

Union proposal:

Section 6.2(a) In the event of a layoff, the Employer shall notify the Union thirty (30) days prior to implementation of the layoff, of the nature and intent of the layoff.

WPAS proposal:

~~Section 6.2(b) Layoffs will be by layoff group identified in Exhibit "D." Within a layoff group the employee with the least amount of seniority in the lowest graded classification of the layoff group will be the first person laid off in accordance with the terms of Section 6.1.~~

Union proposal to maintain current contract language

Section 6.2(b) Layoffs will be by layoff group identified in Exhibit "D." Within a layoff group the employee with the least amount of seniority in the lowest graded classification of the layoff group will be the first person laid off in accordance with the terms of Section 6.1.

WPAS proposal:

~~Section 6.2(c) If upon application of the layoff procedure, a vacant position exists in the same labor grade as the employee affected by the layoff the employee shall be placed in~~

~~the vacant position, if qualified for the position. This application will also apply in the next lower labor grade or grades if a vacant position exists at the time of a layoff if the employee is qualified for the position.~~

Union proposal to maintain current contract language

Section 6.2(c) If upon application of the layoff procedure, a vacant position exists in the same labor grade as the employee affected by the layoff the employee shall be placed in the vacant position, if qualified for the position. This application will also apply in the next lower labor grade or grades if a vacant position exists at the time of a layoff if the employee is qualified for the position.

WPAS proposal:

~~Section 6.2(d) If upon application of the layoff procedure a vacant position for which the affected employee is qualified does not exist, the affected employee shall have the right to be transferred to any position for which the employee is qualified (able to do the job after a reasonable orientation period); provided that, the position to which the employee would be moved is held by an employee with less Companywide seniority.~~

Union proposal to maintain current contract language

Section 6.2(d) If upon application of the layoff procedure a vacant position for which the affected employee is qualified does not exist, the affected employee shall have the right to be transferred to any position for which the employee is qualified (able to do the job after a reasonable orientation period); provided that, the position to which the employee would be moved is held by an employee with less Companywide seniority.

Section 6.2(e) An employee so affected who is transferred to a lower rated job shall receive his or her present rate of pay or the maximum of the lower job classification, whichever is lower.

Section 6.2(f) Notice of layoff shall be given to the affected employee(s) two (2) weeks prior to the layoff, or two (2) weeks' pay shall be paid in lieu of notice.

Section 6.2(g) Upon layoff, an employee shall be paid for all earned and accrued vacation and sick leave in accordance with the terms of this Agreement.

WPAS proposal:

~~Section 6.3 A seniority roster showing the name, job title and adjusted service date of each employee in the bargaining unit will be posted on the Union section of the bulletin board accessible to all employees affected. The said roster will be revised and posted in January and July of each year and shall remain posted until superseded by a new roster. The Union will be furnished with a copy of the posted roster.~~

Union proposal to maintain current contract language

Section 6.3 A seniority roster showing the name, job title and adjusted service date of each employee in the bargaining unit will be posted on the Union section of the bulletin board accessible to all employees affected. The said roster will be revised and posted in January and July of each year and shall remain posted until superseded by a new roster. The Union will be furnished with a copy of the posted roster.

Section 6.4 RECALL PROCEDURE

WPAS proposal:

~~Section 6.4(a) An employee laid off or displaced from a job classification shall be first in line for recall to his or her previously held classification, unless that employee's qualifications or prior job performance in that job classification are unequal compared to those of an employee previously laid off or displaced from that same classification, as determined by the Employer. Such determination shall be fairly and reasonably exercised.~~

Union proposal to maintain current contract language

Section 6.4(a) An employee laid off or displaced from a job classification shall be first in line for recall to his or her previously held classification, unless that employee's qualifications or prior job performance in that job classification are unequal compared to those of an employee previously laid off or displaced from that same classification, as determined by the Employer. Such determination shall be fairly and reasonably exercised.

WPAS proposal:

~~Section 6.4(b) Subject to Section 6.4(a) the Employer, upon recalling shall do so in the inverse order of seniority. The Employer shall recall the last employee laid off; provided, however, that such employee has the qualifications for the position for which he or she is recalled. The last employee laid off from a job will be the first recalled to that job. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified by having prior employment in the vacant position are able to be employed. An employee shall retain recall rights to the position from which laid off for twelve (12) months from the date of layoff; provided that, the employee keeps the Employer continuously advised of his or her last known address and interest in such recall; such recall rights may be extended by the Employer.~~

Union proposal to maintain current contract language

Section 6.4(b) Subject to Section 6.4(a) the Employer, upon recalling shall do so in the inverse order of seniority. The Employer shall recall the last employee laid off; provided, however, that such employee has the qualifications for the position for which he or she is recalled. The last employee laid off from a job will be the first recalled to that job. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified by having prior employment in the vacant position are able to be employed. An employee shall retain recall rights to the position from which laid off for twelve (12) months from the date of layoff; provided that, the employee keeps the Employer continuously advised of his or her last known address and interest in such recall; such recall rights may be extended by the Employer.

WPAS proposal:

~~Section 6.4(c) Upon layoff and each three (3) months thereafter, the affected employee may advise the Employer in writing or person of his or her desire to be considered for rehire to a position other than the position from which laid off. If a position other than the position from which the employee was laid off becomes available, an employee on layoff status, if qualified, will receive preferential consideration to be rehired to such position and shall be subject to the probationary schedule of Article 5, Section 5.2. Upon successful completion of the probationary schedule, the employee shall have his or her seniority bridged. An employee shall be eligible for such rehire, for twelve (12) months~~

~~from the date of layoff, if the employee continues to keep the Employer advised of his or last known address and desire to be considered for such rehire.~~

Union proposal maintain current contract language

Section 6.4(c) Upon layoff and each three (3) months thereafter, the affected employee may advise the Employer in writing or person of his or her desire to be considered for rehire to a position other than the position from which laid off. If a position other than the position from which the employee was laid off becomes available, an employee on layoff status, if qualified, will receive preferential consideration to be rehired to such position and shall be subject to the probationary schedule of Article 5, Section 5.2. Upon successful completion of the probationary schedule, the employee shall have his or her seniority bridged. An employee shall be eligible for such rehire, for twelve (12) months from the date of layoff, if the employee continues to keep the Employer advised of his or last known address and desire to be considered for such rehire.

Section 6.4(d) An employee recalled and reinstated to the former position held shall receive his or her former rate of pay in addition to any wage increases which were applied to his or her job classification during the period he or she was on the recall list.

Section 6.4(e) Any notice of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such laid off employee.

WPAS proposal:

~~Section 6.4(f) Employees shall not accrue seniority while on layoff status but shall retain seniority to the time of commencement of layoff. Upon recall, an employee shall commence accruing seniority and the employee's seniority date shall be accordingly adjusted.~~

Union proposal maintain current contract language

Section 6.4(f) Employees shall not accrue seniority while on layoff status but shall retain seniority to the time of commencement of layoff. Upon recall, an employee shall commence accruing seniority and the employee's seniority date shall be accordingly adjusted.

ARTICLE 7

HOLIDAYS

WPAS proposal:

Section 7.1 The following named holidays shall be granted with no deduction in salary and shall be paid for as though the employee has worked a full shift at the actual rate of pay:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

~~Two (2)~~ One (1) Floating Holidays
(Employee Choice)
Thanksgiving Day
Day After Thanksgiving
Last Working Day Before Christmas
Christmas Day

Martin Luther King Day may be taken as the Employee's ~~vacation day-Choice-Floating-Holiday~~, with no restrictions on number of employees that can be off on that day.

~~If, during the term of this Agreement, Congress abolishes "Presidents' Day" as a recognized legal holiday, the parties agree to reestablish "Washington's Birthday" as a legal holiday.—TA to strike this language 12/15/2016~~

Union proposal to maintain 2 floating holidays.

Section 7.1 The following named holidays shall be granted with no deduction in salary and shall be paid for as though the employee has worked a full shift at the actual rate of pay:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Two (2) Floating Holidays (Employee Choice)

Thanksgiving Day
Day After Thanksgiving
Last Working Day Before Christmas
Christmas Day

Martin Luther King Day may be taken as the Employee's Choice Floating Holiday, with no restrictions on number of employees that can be off on that day.

~~If, during the term of this Agreement, Congress abolishes "Presidents' Day" as a recognized legal holiday, the parties agree to reestablish "Washington's Birthday" as a legal holiday.—TA to strike this language 12/15/2016~~

WPAS proposal:

Section 7.2 Employees required to report for work on a holiday recognized in this Agreement shall receive a minimum of seven and one-half (7 ½) hours pay at the **time and one half overtime rate, in addition to the regular holiday pay.**

Union proposal to maintain current contract language:

Section 7.2 Employees required to report for work on a holiday recognized in this Agreement shall receive a minimum of seven and one-half (7 ½) hours pay at the overtime rate, in addition to the regular holiday pay.

Section 7.3 If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday.

WPAS proposal:

Section 7.4 Holiday pay will be compensable provided the employee works the last working day prior to the holiday and the first working day following the holiday, except those employees on authorized vacation leave, ~~authorized sick leave or other authorized leave.~~

Union proposal to maintain current contract language:

Section 7.4 Holiday pay will be compensable provided the employee works the last working day prior to the holiday and the first working day following the holiday, except those employees on authorized vacation leave, authorized sick leave or other authorized leave.

ARTICLE 8

SICK LEAVE AND LEAVES OF ABSENCE

Section 8.1 SICK LEAVE

WPAS proposal:

~~Section 8.1(a) Sick leave with pay shall be accrued on the basis of one (1) day for each month of continuous service, cumulative to sixty (60) days. (Employees who have accrued fifty [50] or more days as of April 1, 1993 shall be entitled to continue to accrue sick leave up to a maximum of seventy two [72] days.) No sick leave shall be accredited to an employee until such employee has been in the employ of the Employer for a period of thirty (30) days. A new employee will have accrued one (1) day of sick leave after the first one hundred and twenty (120) days of employment, this shall apply only during the probationary period for new hires. Absences because of sickness shall not be compensable until an employee has completed his or her probation period.~~

-Union proposal to maintain current contract language per 2012 LOU with updates to new probationary period. See initiative 1433 :

Section 8.1(a) Sick leave with pay shall be accrued on the basis of one (1) day for each month of continuous service, cumulative to sixty (60) days. (Employees who have accrued fifty [50] or more days as of April 1, 1993 shall be entitled to continue to accrue sick leave up to a maximum of seventy-two [72] days.) No sick leave shall be accredited to an employee until such employee has been in the employ of the Employer for a period of thirty (30) days. A new employee will have accrued one (1) day of sick leave after the first one-hundred and ~~twenty (120)~~ **fifty (150)** days of employment, this shall apply only during the probationary period for new hires. Absences because of sickness shall not be compensable until an employee has completed his or her probation period. Employees hired after April 30, 2012, maximum cumulative accrual shall not exceed twenty (20) days.

Effective January 1, 2018 an employee is entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of employment.

Section 8.1(b) Sick leave shall be approved by the Employer for the following purposes: Medical, dental, optical examination and/or treatment and surgery, illness, convalescence, pregnancy leave, injury, accident, and mental health.

WPAS proposal:

~~Section 8.1(c) Sick leave shall be approved by the Employer for employees to assist certain family relatives for the same purposes as stated in Section 8.1(b) of this Article. Certain family relatives are defined as spouse, children, stepchildren and. Employees shall be granted ten (10) days of sick leave per year, which shall not be carried over from year to year. At the end of the year any employee who does not utilize all his/her sick leave shall receive seven days of sick leave and his/her regular rate of pay for the days not utilized. Any employee who is employed as of January 1, 2017 shall be able to retain their accrued sick leave balance. (new language as of 3/17/17).~~

Union proposal to maintain current contract language:

Section 8.1(c) Sick leave shall be approved by the Employer for employees to assist certain family relatives for the same purposes as stated in Section 8.1(b) of this Article. Certain family relatives are defined as spouse, children, stepchildren and parents.

WPAS proposal:

~~Section 8.1(d) Unused sick leave shall not be compensable if an employee is terminated for just cause because of dishonesty committed in relationship to his or her job. Upon severance of employment, the employee shall be compensated for sick leave earned after March 31, 1970 to a maximum of forty five (45) days, at the salary at which such sick leave is accrued.~~

Union proposal:

Section 8.1(d) **Sick Leave Cashout** Unused sick leave shall not be compensable if an employee is terminated ~~for just cause because of dishonesty committed in relationship to his or her job.~~ An employee shall be compensated for all unused sick leave ~~Upon severance termination of employment for other than just cause in accordance with 5.3(d) the employee shall be compensated for sick leave earned after March 31, 1970 to a~~ maximum of forty-five (45) days, at the salary at which such sick leave is accrued. Employees hired after April 30, 2012, maximum cumulative accrual shall not exceed

twenty (20) days.

WPAS proposal:

~~Section 8.1(e) SICK LEAVE CONVERSION— On December 31 of each year, unused sick leave accrued during that calendar year may be converted to vacation days or cash at the following rate:~~

~~Sick Leave Used During Year~~

~~0 to 3.00 day used~~

~~3.01 to 4.00 days used~~

~~Deduction From Remaining~~

~~Accrued Sick Leave Days~~

~~4 days' vacation or pay~~

~~2 days' vacation or pay~~

Unions proposal to maintain current contract language.

Section 8.1(e) SICK LEAVE CONVERSION On December 31 of each year, unused sick leave accrued during that calendar year may be converted to vacation days or cash at the following rate:

Sick Leave Used During Year

0 to 3.00 day used

3.01 to 4.00 days used

Deduction From Remaining

Accrued Sick Leave Days

4 days' vacation or pay

2 days' vacation or pay

WPAS proposal:

~~Section 8.1 (f) The Employer may require satisfactory evidence of illness or medical examination from the employee.~~ The employer may require satisfactory documentation when an employee uses sick leave if there is a clear instance or pattern of abuse or when an employee is gone for more than three consecutive days.

Unions proposal:

Section 8.1(f) The employer may require satisfactory ~~evidence of illness or medical examination from the employee.~~ documentation (i.e. doctor's note) when an employee is gone for more than three consecutive days.

WPAS proposal:

New Section 8.1 (E) Sick leave must be used in one hour block increments.

-Unions proposal/counter to WPAS's New Section 8.1(e)

new Section 8.1 (g) SICK LEAVE INCREMENTS Sick leave may be used in 15 minute or more increments.

WPAS proposal:

Section 8.2 MEDICAL LEAVES OF ABSENCE Upon expiration of accumulated sick leave, employees, upon a physician's recommendation, shall be granted extended medical

leaves of absence without pay. ~~During such medical leaves of absence, seniority shall be retained but will not accumulate.~~ Such leaves of absence may be extended by the Employer. The Employer will not unreasonably deny such requests for an extended medical leave of absence.

An employee on a medical leave of absence for ~~three months six (6) months~~ or less shall be returned to the employee's regular job, at the salary rate in effect at the time of return. If an employee's medical leave of absence extends beyond ~~three months six (6) months~~, the employee shall be reinstated to a position for which they qualify.

Paid vacation time ~~and sick must may~~ be utilized during a leave of absence, if requested by the employee. ~~Any employee on extended sick leave shall provide the employer with a written note from a licensed medical doctor stating such extended medical leave is necessary.~~

Unions proposal/counter:

Section 8.2 MEDICAL LEAVES OF ABSENCE Upon expiration of accumulated sick leave, employees, upon a physician's recommendation, shall be granted extended medical leaves of absence without pay. During such medical leaves of absence, seniority shall be retained but will not accumulate. Such leaves of absence may be extended by the Employer. The Employer will not unreasonably deny such requests for an extended medical leave of absence.

An employee on a medical leave of absence for ~~six (6)~~ **four (4)** months or less shall be returned to the employee's regular job, at the salary rate in effect at the time of return. If an employee's medical leave of absence extends beyond **four (4) months but no more than six (6) months**, the employee shall be reinstated to a position for which they qualify.

Paid vacation time may be utilized during a leave of absence, if requested by the employee.

Section 8.3 BEREAVEMENT LEAVE Any employee suffering a death in the immediate family shall be allowed leave from work with pay at the regular rate as follows: A maximum of four (4) working days for the death of a spouse, child (including step-children), mother, father, step-parents, or individual permanently living with the employee and so designated previously by the employee to the Employer.

A maximum of three (3) working days for the death of a sister, brother, grandparent, grandchild, mother-in-law, father-in-law, son-in-law or daughter-in-law. Bereavement leave for brother-in-law or sister-in-law may be taken from the employee's sick leave bank.

Bereavement shall be considered an appropriate reason to use sick leave and to supplement the leave time granted by this Section up to a maximum of ten (10) days unless evidence has been submitted in writing that due to medical or mental reasons the individual needs additional sick leave.

WPAS proposal:

Section 8.4 ~~PARENTAL~~ **FAMILY** LEAVE After one (1) year of continuous regular employment, permission shall be granted for a leave of absence to: (a) care for a

newborn or newly adopted child of the employee under the age of six at the time of placement or adoption, or (b) care of an employee's child under the age of 18 years who has a **terminal** health condition. A leave of absence begins on the first day **of absent from work or, in the case of childbirth, on the first day** after the mother's temporary medical disability from childbirth has ended. An employee may use accrued sick leave, then vacation, starting at the beginning of the leave to cover non-compensated time loss.

An employee on **parental Family** leave not exceeding twelve (12) weeks from the date of first absence from work or, in the case of childbirth, from the first day after the mother's temporary disability from child birth has ended, shall be entitled to return to his or her prior position. Thereafter, the employee shall be entitled to the first available position for which he or she is qualified. Such leave shall not exceed one (1) year. When possible, the employee will give the Employer thirty (30) days advance notice of such leave.

Unions proposal

Section 8.4 **PARENTAL FAMILY LEAVE** After one (1) year of continuous regular employment, permission shall be granted for a leave of absence to: (a) care for a newborn or newly adopted child of the employee under the age of six at the time of placement or adoption, or (b) care of an employee's child under the age of 18 years who has a **terminal serious** health condition. A leave of absence begins on the first day **of absence from work or, in the case of childbirth, on the first day** after the mother's temporary medical disability from childbirth has ended. An employee may use accrued sick leave, then vacation, starting at the beginning of the leave to cover non-compensated time loss

An employee on **parental family** leave not exceeding twelve (12) weeks from the date of first absence from work or, in the case of childbirth, from the first day after the mother's temporary disability from childbirth has ended, shall be entitled to return to his or her prior position. Thereafter, the employee shall be entitled to the first available position for which he or she is qualified. Such leave shall not exceed one (1) year. When possible, the employee will give the Employer thirty (30) days advance notice of such leave

Section 8.5 **JURY DUTY** The Employer shall grant a leave of absence with pay to any regular full-time employee who has accrued at least six (6) months seniority for the following: (1) To fulfill a request to serve jury duty, and (2) to serve as a witness in a criminal case in Federal or Superior Court when under subpoena. In order to qualify for pay during this type of leave of absence, the employee shall notify the Employer immediately upon receiving an official communication concerning the service involved. Pay shall be the employee's regular straight-time salary less any amount received as compensation for the service involved. Employees granted such leave shall remain absent from work only as necessary to satisfy the requirements of the duty performed, and the employee shall furnish the Employer with satisfactory evidence of the actual time involved. For record purposes, any and all compensation received by the employee for said service shall be endorsed payable directly to the Employer and the employee's salary check will include pay for the time absent, as described above. **TA on title; TA language back to book 3/24/17**

WPAS proposal:

~~Section 8.6 No employee shall be dismissed during periods of vacation, sick leave, or leave of absence, except seniority shall prevail over any leave of absence when layoff for reduction of work force is affected.~~

Unions proposal to maintain current contract language:

Section 8.6 No employee shall be dismissed during periods of vacation, sick leave, or leave of absence, except seniority shall prevail over any leave of absence when layoff for reduction of work force is affected.

new Section 8.7 Family and Other Leave Laws The Employer shall comply with the terms and conditions of all Federal, State, and City leave laws. TA 3/8/17

ARTICLE 9

HOURS OF WORK

Section 9.1 WORKDAY AND WORKWEEK Effective ~~July 1, 2002~~ the regular hours of work shall not exceed seven and one-half (7 1/2)-consecutive hours in any one day to be worked within eleven (11) consecutive hours ~~between 7:00am and 6:00pm~~, nor more than thirty-seven and one-half (37 1/2) hours in any one week Monday through Friday ~~or Tuesday through Saturday~~ inclusive. If during the term of this Agreement the Employer determines it is practicable, the Employer may establish variable shift starting times and such variable shift starting times may remain in effect as determined by the Employer. Any change in shift starting times shall be posted and accorded by seniority within the department, in accordance with Section 6.1(b). Any change in shifts not mutually agreed upon by the Employer and Employee shall allow for a thirty (30) day notice prior to implementation. TA on 1/13/17

Section 9.1(a) The Employer and individual employees can vary the work schedule by mutual agreement in writing on a long or short term basis. This alternative schedule would include such situations as attending a recognized institution of higher education.

WPAS proposal:

~~Section 9.1(b) Upon prior approval by an employee's manager, unless an emergency makes it impractical to obtain advance approval, employees shall be allowed to take time off for personal business and make up a maximum of seven and one-half (7 1/2) hours per pay period. All of them make up time must not be less than thirty (30) minute (half hour) increments and must be made up within a pay period; unless the time off falls at the end of a pay period in which case an additional five (5) workdays may be used to complete the makeup time. Make up time can be made up before or after the usual workday, but such make up time shall not exceed one half (1/2) hour at each lunch period.~~

Union proposal:

Section 9.1(b) MAKE-UP TIME ~~Upon prior approval by an employee's manager, unless an emergency makes it impractical to obtain advance approval, shall be allowed to take time off for personal business and make up a maximum of seven and one-half (7 1/2) hours per~~

~~pay period. All make-up time must not be less than thirty (30) minute (half-hour) increments and must be made up within a pay period; unless the time off falls at the end of a pay period in which case an additional five (5) workdays may be used to complete the make-up time. Make up time can be made up before or after the usual workday, but such make-up time shall not exceed one-half (1/2) hour at each lunch period.~~

Employees shall be allowed up to a maximum of 7 ½ hours per pay period to make-up time for personal business or for an emergent circumstance. If the time off falls at the end of a pay period an additional five (5) workdays may be used to complete the make up time. Make-up time should not be used as a repetitive, long term, and ongoing means for a shift change. The employer shall discuss or coach employees about appropriate use of make-up time if concerns of patterned or abuse of make-up time arise.

The employee and supervisor shall discuss and mutually agree to when the make-up time can be made up. Approval to use make-up time shall occur with the following notice procedure:

Pre-planned make-up time: Minimum of twenty-four (24) hours notice to the supervisor for prescheduled personal business needs.

Emergent & Unexpected make-up time: Less than 24 hours notice to the supervisor. Notice to the supervisor shall be given as soon as possible or practical.

WPAS proposal:

Section 9.1(c) If an employee is unable to arrive at work at the usual starting time or must leave early due to inclement weather ~~or other circumstances~~ beyond the employee's or the Employer's control, the employee may, at the employee's option, deduct the time used from her or his vacation, ~~floating holiday, or make it up in accordance with Section 9.1(b).~~ The employee may not deduct such time from her or his accrued sick leave. ~~If an employee is late less than ten (10) minutes, the employee may make up the time within the same day without going through the make-up procedure as long as the correct number of hours are recorded on the clock for that day.~~

Union proposal to maintain current contract language:

Section 9.1(c) If an employee is unable to arrive at work at the usual starting time or must leave early due to inclement weather or other circumstances beyond the employee's or the Employer's control, the employee may, at the employee's option, deduct the time used from her or his vacation, floating holiday, or make it up in accordance with Section 9.1(b). The employee may not deduct such time from her or his accrued sick leave. If an employee is late less than ten (10) minutes, the employee may make up the time within the same day without going through the make-up procedure as long as the correct number of hours are recorded on the clock for that day.

WPAS proposal:

Section 9.1(d) Flexible work schedules may be arranged by mutual agreement of the Employer and Employee ~~and with agreement of the Union, with the intent to establish four (4) day work weeks by seniority in accordance with Section 6.1(b).~~

Union proposal to maintain current contract language:

Section 9.1(d) Flexible work schedules may be arranged by mutual agreement of the Employer and Employee and with agreement of the Union, with the intent to establish four (4) day work weeks by seniority in accordance with Section 6.1(b).

WPAS proposal:

~~Section 9.2 OVERTIME COMPENSATION Overtime shall be compensated for at one and one-half (1 ½) the regular rate of pay for all time worked beyond thirty-seven and one-half (37.5) per week the regular workday of eight (8) seven and one-half (7 ½) hours or the employee's regular forty (40) thirty-seven and one-half (37) hours per workweek. Employees working a mutually agreed upon flex-schedule shall receive overtime compensation for all time worked beyond their regular workday and/or workweek. All time worked on Sunday shall be paid at twice the regular rate of pay; unless Article 9, Section 9.1(a) or Section 9.1(d) prevails. For purposes of this Section "hours worked" shall include hours compensated for Company observed holidays as defined in Article 7, Section 7.1, but shall not include hours compensated for approved leave such as vacation, sick leave, or leave of absence. If the employee takes any approved leave during a week when overtime is worked, the working hours will be compensated at regular pay until eight (8) seven and one-half (7 ½) hours per day or forty (40) hours per week have been worked or for those employee's on a mutually agreed upon flex-schedule beyond their regularly scheduled day and/or week schedule.~~

Managements revised proposal to Section 9.2 OVERTIME COMPENSATION Overtime shall be compensated for at one and one half (1 1/2) the regular rate of pay for all hours worked past thirty seven and one half (37 ½) hours per week.

Union proposal to maintain current contract language:

Section 9.2 OVERTIME COMPENSATION Overtime shall be compensated for at one and one-half (1 ½) the regular rate of pay for all time worked beyond thirty-seven and one half (37 ½) per week the regular workday of seven and one-half (7 ½) hours or the employee's regular thirty-seven and one-half (37 ½) hours per workweek. Employees working a mutually agreed upon flex-schedule shall receive overtime compensation for all time worked beyond their regular workday and/or workweek. All time worked on Sunday shall be paid at twice the regular rate of pay; unless Article 9, Section 9.1(a) or Section 9.1(d) prevails. For purposes of this Section "hours worked" shall include hours compensated for Company observed holidays as defined in Article 7, Section 7.1, but shall not include hours compensated for approved leave such as vacation, sick leave, or leave of absence. If the employee takes any approved leave during a week when overtime is worked, the working hours will be compensated at regular pay until seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week have been worked or for those employee's on a mutually agreed upon flex-schedule beyond their regularly scheduled day and/or week schedule.

Section 9.3 SHIFT DIFFERENTIAL Employees assigned to work a shift starting at or after 1:30 p.m. shall be paid at the regular weekly rate plus fifty cents per hour (\$0.50/hour) for all work performed. Any work performed in excess of seven and one half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week shall be paid at the overtime rate based upon the regular hourly rate of the affected employee.

Section 9.4 REPORT PAY AND CALLBACK PAY

Section 9.4(a) REPORT PAY Employees ordered to report to work shall receive not less than four (4) hours' pay at the applicable rate. Employees sent home by the Employer before the end of their regular shift and then contacted to again report to work will be paid four (4) hours' pay at the applicable rate.

Section 9.4(b) CALLBACK PAY Employees classified as System Analyst/Programmers who are called back to work at the end of their regular shift shall be paid a minimum of one (1) hour's pay at the prevailing rate.

Section 9.5 LUNCH PERIODS The established lunch period shall be one (1) hour. At employee's choice, it may be shortened, but not to less than one-half (1/2) hour's duration. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least two and three fourths (2 3/4) hours after starting work, nor later than two and three-fourths (2 3/4) hours before quitting time.

Section 9.6 RELIEF PERIODS Daily relief periods of fifteen (15) minutes each shall be allowed morning and afternoon for all employees covered by this Agreement. Relief periods are compensable.

ARTICLE 10

VACATIONS

Section 10.1 VACATION SCHEDULE Vacation with pay shall be granted to a maximum of twenty five (25) working days per year, based on employee's existing length of employment as follows:

Length of Employment	Number of Vacation Working Days	Length of Employment	Number of Vacation Working Days
Six months	5	Thirteen years	19
One year	10*	Fourteen years	20
Two years	10	Fifteen years	20
Three years	15	Sixteen years	21
Four years	15	Seventeen years	21
Five years	15	Eighteen years	22
Six years	16	Nineteen years	22
Seven years	16	Twenty years	23
Eight years	17	Twenty-one years	23
Nine years	17	Twenty-two years	24
Ten years	18	Twenty-three years	24
Eleven years	18	Twenty-four years or	
Twelve years	19	more years	25

*Employees shall not receive more than ten (10) working days during their first year of employment.

WPAS proposal:

New Section 10.1(a) Any new hire after the ratification date of this Agreement shall accrue two weeks of paid vacation per year for the first two (2) years of employment. Between three and ten (10) years the employee(s) shall accrue three weeks of paid vacation per year. After year ten (10) of continuous employment the employee(s) shall accrue four (4) weeks of paid vacation per year.

Union rejects WPAS's Section 10.1(a) vacation schedule for new hires and proposes all to be on the same schedule as defined in Section 10.1.

-Need discussion- WPAS proposal from 2/14/17 proposal reads as :

Section 10.2 VACATION SELECTION Vacation selection shall be in accordance with the terms of Article 6, Section 6.1(b) and shall be scheduled within department/section by seniority and approved by the Employer. Vacation selection requested after the prescribed time as posted by the Employer shall be on an as requested basis, regardless of seniority. Employees shall ~~are encouraged to~~ take their ~~accrued~~ vacation each calendar year ~~and vacation time shall not be accrued~~ ted vacation for number of months worked, based on the schedule in Section 10.1, ~~or Section 10.1(a) for new hires ed.~~

WPAS has inserted new Section 10.2 VACATION proposal in their document dated and referred to as their "Updated 2-23-17 with Seniority changes reflected." WPAS has not formally presented this new Section 10.2 proposal or explained it. Told the only change was to Article 6 Seniority. New language below:

Section 10.2 VACATION (new language as of 2/28/17 and reflected in their 3/17/17: Vacation selection shall be scheduled within department and approved by the employer. Vacation selection requested after the prescribed time as posted by the Employer shall be on an as requested basis. Employees shall take their vacation each calendar year and vacation time shall not be accrued.

Union proposal to maintain current contract language. Union rejects both new Section 10.1(a) vacation schedule for new hires.

Section 10.2 VACATION SELECTION Vacation selection shall be in accordance with the terms of Article 6, Section 6.1(b) and shall be scheduled within department/section by seniority and approved by the Employer. Vacation selection requested after the prescribed time as posted by the Employer shall be on an as requested basis, regardless of seniority. Employees are encouraged to take their accrued vacation each calendar year.

WPAS proposal:

Section 10.3 VACATION PAYMENT UPON TERMINATION OF EMPLOYMENT Employees terminated for the convenience of the Employer shall be granted prorated vacation for number of months worked, based on the schedule in Section 10.1, ~~or Section 10.1(a) for new hires after January 1, 2017.~~ Employees who terminate voluntarily and, in so doing, comply with Article 5, Section 5.3(c) and Section 5.3(d), shall be granted prorated vacation for the number of months worked, based on the schedule in Section 10.1, ~~or Section 10.1(a)for new hires after January 1, 2017~~ of this Article.

~~Vacation pay out under this Section shall not exceed a total of thirty five (35) days' pay.~~

~~(Employees who have accrued vacation exceeding that amount as of April 1, 1993, shall receive the total number of days such employees have accrued.)~~

Union proposal to maintain current contract language. Union rejects new Section 10.1(a) vacation schedule for new hires.

Section 10.3 VACATION PAYMENT UPON TERMINATION OF EMPLOYMENT Employees terminated for the convenience of the Employer shall be granted prorated vacation for number of months worked, based on the schedule in Section 10.1, Employees who terminate voluntarily and, in so doing, comply with Article 5, Section 5.3(c) and Section 5.3(d), shall be granted prorated vacation for the number of months worked, based on the schedule in Section 10.1, of this Article.-

Vacation pay out under this Section shall not exceed a total of thirty-five (35) days' pay. (Employees who have accrued vacation exceeding that amount as of April 1, 1993, shall receive the total number of days such employees have accrued.) Employees hired after April 30, 2012 shall not exceed a total of twenty (20) days vacation payout.

WPAS proposal:

New Section 10.4 PAID TIME OFF Sick, Vacation, are required to be utilized when taking time off.

Union rejects WPAS's new Section 10.4

WPAS proposal:

~~Section 10.4 Vacations in excess of one (1) week need not be consecutive. Vacations may be used in increments of one-half (1/2) hour.~~

Union proposal to maintain current contract language:

Section 10.4 Vacations in excess of one (1) week need not be consecutive. Vacations may be used in increments of one-half (1/2) hour.

WPAS proposal:

~~Section 10.5 The Employer will honor one (1) request per employee per year (measured and issued annually by seniority date) for up to fifty percent (50%) of vacation time over fifteen (15) days with a maximum of two (2) week pay out to be granted as pay in lieu of vacation with at least a thirty (30) day advance notice.~~

Union proposal to maintain current contract language:

Section 10.5 The Employer will honor one (1) request per employee per year (measured and issued annually by seniority date) for up to fifty percent (50%) of vacation time over fifteen (15) days with a maximum of two (2) week pay out to be granted as pay in lieu of vacation with at least a thirty (30) day advance notice.

WPAS proposal to new Section 10.6- No proposal, WPAS rejects.

Union proposal: Union willing to withdraw if employer accepts package what-if proposal. new Section 10.6 VACATION LEAVE RESERVE An employee shall use accrued paid leave for which the employee is eligible during family leave, except that the employee may elect to reserve up to forty (40) hours (pro-rated for part-time employees) of vacation time.

ARTICLE 11

HEALTH AND WELFARE, DENTAL, DISABILITY INSURANCE BENEFITS

WPAS proposal: Title change, strike "Welfare"

ARTICLE 11 - HEALTH, DENTAL, DISABILITY INSURANCE BENEFITS

WPAS proposal:

Section 11.1 HEALTH AND WELFARE PLAN The Employer and the employee(s) agrees to pay into the jointly administered Puget Sound Benefits Trust or such other Health and Welfare Plan as may be mutually agreed upon by the Employer and the employee(s), the full contribution for the Plan in effect ~~January 1, 2012~~ upon ratification for each regular full-time and each regular part-time employee covered by the Agreement who receives compensation for ~~100~~ 130 hours or more per month.

For all employees on or after ratification of this Agreement, such contributions will be made after the employee completes the 120 calendar day probationary period. The monthly contribution will be paid retroactively for each regular full-time and each regular part-time employee covered by the Agreement who receives compensation for ~~100~~ 130 hours or more per month to ensure that eligibility begins on the first day of the month following the month in which the employee completes the 120 calendar day probationary period.

~~Effective April 1, 2012 through December 31, 2015, if the monthly contribution is increased, the Employer agrees to pay up to seventy five (75%) of the increase in any future calendar year and the employees shall pay up to (25%) of the increase in any future calendar year. Such employee contribution shall be diverted through payroll deduction effective April 1, 2012, April 1, 2013, April 1, 2014, and April 1, 2015. The employee contributions shall be capped at one hundred and fifty dollars (\$150) per month from April 1, 2012 through April 1, 2015.~~

Effective January 1, ~~2012~~ 2017 the Employer agrees to pay \$1220.93 ~~\$1420.70~~ which includes the ~~\$49.36~~ \$115.00 contribution paid by the employee through payroll deduction each month for Plan A B, ~~the \$150 dollar deductible Preferred Provider option (PPO Plan with \$15.00 co-pays.~~ or if the employee selects the Kaiser Permanente WA coverage option the employer will pay \$1,067.52 with zero employee contribution. The Employer agrees to the terms and conditions of the Agreement and declaration of Trust of the Puget Sound Benefits Trust, through which the medical plan is provided, and also agrees to furnish such records and other information as may be needed by the Trustees.

~~If the monthly contribution is increased, the Employer agrees to pay up to fifty percent (50%) of the increase in any future calendar year and employees shall pay up to fifty percent (50%) of the increase in any future calendar year through a payroll deduction.~~

~~Percentage increases in premium rates shall be based on PPO Plan rates in effect as of January 1 of each calendar year. During the duration of this Agreement, if there is a decrease in the monthly premium, savings shall be diverted to the employees' portion of the monthly contribution.~~

~~Percentage increases in premium rates shall be based on rates as determined by the Board of Trustees of the Puget Sound Benefits Trust. During the duration of this~~

Agreement, if there is a decrease in the monthly premium, the savings shall be allocated based upon the same percentages as stated above in the allocation of contribution increases.

Union proposal: Option 1

Section 11.1 HEALTH AND WELFARE PLAN The Employer and the employee(s) agrees to pay into the jointly administered Puget Sound Benefits Trust or such other Health and Welfare Plan as may be mutually agreed upon by the Employer and the employee(s), the full contribution for the Plan in effect ~~January 1, 2012~~ upon ratification for each regular full-time and each regular part-time employee covered by the Agreement who receives compensation for ~~100~~ 120 (based on proposal that part-time employees who work 30 hours per week under Section 4.2) hours or more per month.

For all employees on or after ratification of this Agreement, such contributions will be made after the employee completes the 120 calendar day probationary period. The monthly contribution will be paid retroactively for each regular full-time and each regular part-time employee covered by the Agreement who receives compensation for ~~100-120~~ hours or more per month to ensure that eligibility begins on the first day of the month following the month in which the employee completes the 120 calendar day probationary period.

Effective ~~January 1, 2012~~ upon ratification the Employer agrees to pay ~~\$1220.93~~ \$1658.25 which includes the ~~\$49.36~~ \$150.00 contribution paid by the employee through payroll deduction each month for Plan A, the \$150 dollar deductible Preferred Provider option (PPO Plan with \$15.00 co-pays or if the employee selects the Kaiser Permanente WA coverage option the employer will pay \$1,067.52 with zero employee contribution. The Employer agrees to the terms and conditions of the Agreement and declaration of Trust of the Puget Sound Benefits Trust, through which the medical plan is provided, and also agrees to furnish such records and other information as may be needed by the Trustees.

Effective April 1, ~~2012~~ 2017 through December 31, ~~2015~~ 2019, if the monthly contribution is increased, the Employer agrees to pay up to seventy-five (75%) of the increase in any future calendar year and the employees shall pay up to (25%) of the increase in any future calendar year. Such employee contribution shall be diverted through payroll deduction effective April 1, ~~2012~~ 2017, April 1, ~~2013~~ 2018, April 1, ~~2014~~ 2019, and April 1, ~~2015~~. The employee contributions shall be capped at one hundred and fifty dollars (\$150) per month from April 1, ~~2012~~ 2017 through April 1, ~~2015~~ 2019.

Percentage increases in premium rates shall be based on PPO Plan rates in effect as of January 1 of each calendar year. During the duration of this Agreement, if there is a decrease in the monthly premium, savings shall be diverted to the employees' portion of the monthly contribution.

Or Union Proposal Option 2 :

Effective January 1, ~~2012~~ 2018 the Employer agrees to pay ~~\$1220.93~~ \$1420.71 which includes the ~~\$49.36~~ \$100.00 contribution paid by the employee through payroll deduction each month for Plan A B, the ~~\$150~~ \$250 dollar deductible Preferred Provider option (PPO Plan with ~~\$15.00~~ (\$20.00) co-pays or if the employee selects the Kaiser

Permanente WA coverage option the employer will pay \$1,067.52 with zero employee contribution. The Employer agrees to the terms and conditions of the Agreement and declaration of Trust of the Puget Sound Benefits Trust, through which the medical plan is provided, and also agrees to furnish such records and other information as may be needed by the Trustees.

Effective April 1, ~~2012~~ 2018 through December 31, ~~2015~~ 2019, if the monthly contribution is increased, the Employer agrees to pay up to seventy-five (75%) of the increase in any future calendar year and the employees shall pay up to (25%) of the increase in any future calendar year. Such employee contribution shall be diverted through payroll deduction effective ~~April 1, 2012~~, April 1, ~~2013~~ 2018 and April 1, ~~2014~~ 2019, and April 1, ~~2015~~. The employee contributions shall be capped at ~~one hundred and fifty dollars (\$150)~~ one hundred dollars (\$100) per month from April 1, ~~2012~~ 2018 through April 1, ~~2015~~ 2019.

Percentage increases in premium rates shall be based on PPO Plan rates in effect as of January 1 of each calendar year. During the duration of this Agreement, if there is a decrease in the monthly premium, savings shall be diverted to the employees' portion of the monthly contribution.

HEALTH REIMBURSEMENT ACCOUNT Proposal with Option 1 & 2

(new) Section 11.1(a) If an employee selects the Puget Sound Benefits Trust Plan B A coverage the Employer will contribute \$50.00 per month to an employer sponsored Health Reimbursement Account. If an employee selects the ~~Group Health Plan B~~ coverage the Employer will contribute \$150.00 per month to an employer sponsored Health Reimbursement Account. If the employee selects Kaiser Permanente WA their wage increases shall be an additional one (1%) percent greater than the across the board increase specified under Article 16 each year of this Agreement and the Employer will contribute \$200 per month to an employer sponsored Health Reimbursement Account.

WPAS proposal:

Section 11.2 DENTAL PLAN The Employer agrees to pay into the jointly administered Puget Sound Benefits Trust or such other Dental Plan as may be mutually agreed upon by the Employer and the Union, for each regular full-time employee and each regular part-time employee covered by the Agreement who receives compensation for ~~100~~ 130 hours or more per month.

For all employees on or after ratification of this Agreement, such contributions will be made after the employee completes the 120 calendar day probationary period. The monthly contribution will be paid retroactively for each regular full-time and each regular part-time employee covered by the Agreement who receives compensation for ~~100~~ 130 hours or more per month to ensure that eligibility begins on the first day of the month following the month in which the employee completes the 120 calendar day probationary period.

Effective January 1, ~~2012~~ 2017 through December 31, ~~2015~~ 2019, the Employer agrees to pay into the jointly administered Puget Sound Benefits Trust, ~~WDS #146 Dental Basic Plan #146~~, the premium contribution of \$93.55 ~~which includes the \$5.00 portion paid~~

~~by the employee through payroll deduction per month.~~ If during the duration of this Agreement the contribution amount increases, the employee will be responsible for 50% of the contribution increase per month for the duration of the contract. The remainder of any increases shall be paid by the Employer.

Union Proposal:

Section 11.2 DENTAL PLAN The Employer agrees to pay into the jointly administered Puget Sound Benefits Trust or such other Dental Plan as may be mutually agreed upon by the Employer and the Union, for each regular full-time employee and each regular part-time employee covered by the Agreement who receives compensation for ~~100~~ 120 hours or more per month.

For all employees on or after ratification of this Agreement, such contributions will be made after the employee completes the 120 calendar day probationary period. The monthly contribution will be paid retroactively for each regular full-time and each regular part-time employee covered by the Agreement who receives compensation for ~~100~~ 120 hours or more per month to ensure that eligibility begins on the first day of the month following the month in which the employee completes the 120 calendar day probationary period.

Effective January 1, ~~2012~~ 2017 through December 31, ~~2015~~ 2019, the Employer agrees to pay into the jointly administered Puget Sound Benefits Trust/WDS #146 Dental Basic Plan #146, the premium contribution of \$93.55 which includes the \$5.00 portion paid by the employee through payroll deduction per month. If during the duration of this Agreement the contribution amount increases, the employee will be responsible for ~~no more than five-dollars~~ \$5.00 ~~50% of the contribution increase~~ per month of the contribution increase for the duration of the contract. The remainder of any increases shall be paid by the Employer.

WPAS Proposal:

Section 11.3 SHORT TERM DISABILITY Effective January 1, ~~2012~~ 2017 through December 31, ~~2015~~ 2019 the Employer agrees to pay into the jointly administered Puget Sound Benefits Trust for each regular full-time employee and each regular part-time employee covered by the Agreement who receives compensation for ~~100~~ 130 hours or more per month. Such payment shall be for the \$150 per week benefit of the Short-term Disability Insurance Plan administered through Puget Sound Benefits Trust and such Short-term Disability Plan. If during the duration of this Agreement the contribution amount for this Plan increases, the employee will be responsible for ~~no more than \$2.50 per month for the duration of the contract.~~ 50% of the contribution increase per month for the duration of the contract. The remainder of any increases shall be paid by the Employer.

Union Proposal:

Section 11.3 SHORT TERM DISABILITY Effective January 1, ~~2012~~ 2017 through December 31, ~~2015~~ 2019 the Employer agrees to pay into the jointly administered Puget Sound Benefits Trust for each regular full-time employee and each regular part-time employee covered by the Agreement who receives compensation for ~~100~~ 120 hours or more per month. Such payment shall be for the \$150 per week benefit of the Short-term Disability Insurance Plan administered through Puget Sound Benefits Trust and such Short-term Disability Plan. If during the duration of this Agreement the

contribution amount for this Plan increases, the employee will be responsible for no more than \$2.50 per month for the duration of the contract. The remainder of any increases shall be paid by the Employer.

WPAS Proposal:

New Section 11.4 If an employee selects the ~~Puget Sound Benefits Trust Self-Funded Medical Plan B Health~~ coverage the Employer will contribute \$50.00 per month to an employer sponsored Health Reimbursement Account. If an employee selects the Kaiser Health coverage the Employer will contribute \$150.00 per month to an employer sponsored Health Reimbursement Account.

Union Proposal: See Union proposal new Section 11.1(a).

WPAS Proposal:

~~(NEW) Section 11.5 VISION Effective (effective upon implementation) through December 31, 2019 the Employer agrees to pay \$14.70 into the jointly administered Puget Sound Benefits Trust Vision Plan for each regular full-time employee and each regular part-time employee covered by the Agreement who receives compensation for 130 or more per month. Such payment shall be for benefits provided through the Puget Sound Benefits Trust. If during the duration of this Agreement the contribution amount for the Plan increases, the employee will be responsible for no more than fifty (50%) per month for the duration of the contract. The remainder of any increases shall be paid by the Employer. The employer will pay \$14.95 into the VSP vision plan.~~

Union Proposal

(NEW) Section 11.4 VISION Effective April 1, 2017 through December 31, 2019 the Employer agrees to pay \$14.70 per month into the jointly administered Puget Sound Benefits Trust Vision Plan for each regular full-time employee and each regular part-time employee covered by the Agreement who receives compensation for ~~100~~ 120 hours or more per month. Any increases shall be paid by the Employer.

ARTICLE 12

~~PENSION PLAN RETIREMENT~~

WPAS Proposal:

New Section 12 **Retirement – Principal 401k Plan**

~~Section 12.1 The Employer agrees to and shall be bound by all of the terms, conditions and provisions of the Employer 401(k) Retirement Plan. and any changes, additions, amendments or modifications thereto which are made by the authorized joint Trustees of the Western States Office and Professional Employees Pension Fund. The Employer shall contribute on behalf of each regular full-time and each regular part-time employee covered by this Agreement, not to exceed thirty-seven and one half (37 ½) hours in any one week. Said contributions shall be as follows:~~

~~Section 12.1(a) Effective January 1, 2017, the Employer will contribute twenty-five cents (\$0.25) per hour into the Employer's 401(k) Retirement Plan on behalf of each bargaining unit employee.~~

~~Section 12.1(b) Effective January 1, 2017, the Employer will match up to seventy-five cents~~

(\$0.75) per hour of a bargaining unit member's voluntary contribution into the Employer's 401(k) Retirement Plan.

Section 12.2 After four months of service with the Employer, each new employee is eligible to enroll in the 401(k) Retirement Plan. Enrollment periods are in the months of January and July.

Section 12.3 Upon hire, each new employee will receive enrollment materials for the Employer 401(k) Retirement Plan.

~~Section 12.1 The Employer agrees to and shall be bound by all of the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized joint Trustees of the Western States Office and Professional Employees Pension Fund. The Employer shall contribute on behalf of each regular full-time and each regular part-time employee covered by this Agreement, not to exceed thirty seven and one half (37 ½) hours in any one week. Said contributions shall be as follows:~~

~~Section 12.1(a) Effective April 1, 2007, the Employer pension contribution rate will increase to \$2.50 per compensable hour. Section 12.1(b) Effective April 1, 2008, the Employer pension contribution rate will increase to \$2.65 per compensable hour. Section 12.1(c) Effective April 1, 2009, the Employer pension contribution rate will increase to \$2.80 per compensable hour. Section 12.1(d) Effective April 1, 2010, the Employer pension contribution rate will increase to \$2.95 per compensable hour.~~

~~For all employees hired on or after ratification of this Agreement, such contribution will begin after the employee completes the 120 calendar day probationary period.~~

~~For the purpose of this Article, a compensable hour shall be defined as any time for which an employee has received compensation, including vacation, holidays, sick leave, jury duty, etc.~~

~~Section 12.2 Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner as set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatory to the Trust Agreement of the aforesaid Trust Fund.~~

~~For all employees hired on or after ratification of this Agreement, such contribution will begin after the employee completes the 120 calendar day probationary period.~~

Section 12.4 Effective January 1, 2018 the employer shall increase their matching contributions up to twenty-five (25) cents per compensable straight time hours into the Employer's 401(k) Retirement Plan.

Effective January 1, 2019 the employer shall increase their matching contribution up to twenty-five (25) cents per compensable straight time hours into the Employer's 401(k) Retirement Plan.

Union Proposal:

Section 12.1 The Employer agrees to and shall be bound by all of the terms, conditions and provisions of the Trust Agreement and any changes, additions, amendments or modifications thereto which are made by the authorized joint Trustees of the Western States Office and Professional Employees Pension Fund up to and until all withdrawal liability obligation have been met.

~~Section 12.2 Said contribution shall be made to the Western States Office and Professional Employees Pension Fund in the manner as set forth in the Trust Agreement of said Trust. The details of such Retirement Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatory to the Trust Agreement of the aforesaid Trust Fund.~~

~~Section 12.1(a) Effective April 1, 2007, the Employer pension contribution rate will increase to \$2.50 per compensable hour.~~

~~Section 12.1(b) Effective April 1, 2008, the Employer pension contribution rate will increase to \$2.65 per compensable hour.~~

~~Section 12.1(c) Effective April 1, 2009, the Employer pension contribution rate will increase to \$2.80 per compensable hour.~~

~~Section 12.1(d) Effective April 1, 2010, the Employer pension contribution rate will increase to \$2.95 per compensable hour.~~

~~For the purpose of this Article, a compensable hour shall be defined as any time for which an employee has received compensation, including vacation, holidays, sick leave, jury duty, etc.~~

~~(new) Section 12.3 Withdrawal Liability~~

~~Effective July 31, 2016, the Employer will no longer contribute onto the Western States Office and Professional Employees Pension Fund on behalf of all our bargaining unit employees **Union willing to withdraws it's proposal .**~~

Section 12.4 Effective January 1, 2017, the Employer will contribute twenty-five cents (\$0.25) per hour into the Employer's 401(k) Retirement Plan with Principal.

Effective January 1, 2017, the Employer will match up to seventy-five cents (\$0.75) per hour of a bargaining unit member's voluntary contribution into the Employer's 401(k) Retirement Plan with Principal.

~~Effective June 1, 2017 the employer shall contribute an additional seventy-five (\$0.75) per hour into the Employer's 401(k) Retirement Plan with Principal for a total of one dollar (\$1.00) per hour contribution. **Union's withdraws it's proposal.**~~

Effective ~~April 1~~ January 1, 2018 the employer shall increase their contribution an

additional ~~one dollar (\$1.00)~~ seventy-five cents (\$0.75) per hour into the Employer's 401(k) Retirement Plan with Principal for a total of ~~two one dollar (\$2.00)~~ \$1.00 per hour contribution. Effective January 1, 2018 the employer shall increase their matching contributions up to twenty-five (\$0.25) cents per compensable hour into the Employer's 401(k) Retirement Plan for a total of one dollar (\$1.00).

Effective ~~April~~ January 1, 2019 the employer shall increase their contribution an additional one dollar (\$1.00) per hour into the Employer's 401(k) with Principal for a total of ~~three dollars (\$3.00)~~ two dollars (\$2.00) per hour. Effective January 1, 2019 the employer shall increase their matching contribution up to twenty-five (\$0.25) cents per compensable hour into the Employer's 401(k) Retirement Plan for a total of one dollar and twenty-five cents (\$1.25).

ARTICLE 13 AUTOMATION

WPAS proposal:

Section 13.1 In cases where positions are abolished because of automation or system changes, all possible consideration will be given in transferring employees to comparable jobs for which the employee is qualified at no reduction in pay or any other available job for which the employee is qualified at the prevailing rate. ~~Also, present employees will be trained to operate any new equipment installed as a result of these changes.~~

Union proposal to maintain current contract language.

Section 13.1 In cases where positions are abolished because of automation or system changes, all possible consideration will be given in transferring employees to comparable jobs for which the employee is qualified at no reduction in pay or any other available job for which the employee is qualified at the prevailing rate. Also, present employees will be trained to operate any new equipment installed as a result of these changes.

Section 13.2 In the event an employee's termination is due to automation; the employee will receive no less than one month's notice.

Section 13.3 Under no circumstances shall an Employer be held financially responsible for the cost of retraining office personnel outside regular employment.

ARTICLE 14 SAFETY AND HEALTH

Section 14.1 The Employer has responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and to provide for reasonable standards of work place sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general.

WPAS Proposal:

~~Section 14.2 Each employee required to use video display equipment, including microfiche, will be allowed, on an annual basis, two (2) hours of leave with pay for the purpose of obtaining an annual eye examination. Such leave with pay shall not be deducted from the employee's sick leave or vacation credits.~~

Union Proposal:

Section 14.2 Each employee ~~required to use video display equipment, including microfiche~~, will be allowed, on an annual basis, two (2) hours of leave with pay for the purpose of obtaining an annual eye examination. Such leave with pay shall not be deducted from the employee's sick leave or vacation credits.

~~Section 14.3 Glare shields shall be affixed and shall remain affixed to the front of each Video Display Terminal unless such shield has been placed there by the manufacturer. 11/4/16~~

Section 14.4 The Employer shall provide training for operators in proper and safe use of equipment; including recommended ergonomic practices and potential hazards in accordance with OSHA and WISHA laws. TA on 11/18/16

Section 14.5 All applicable state and federal Occupational Health and Safety laws, codes and standards shall be incorporated into this contract by reference.

Section 14.6 The Employer shall provide, maintain and stock a first aid station on each floor and/or in each major department.

Section 14.7 A Safety Committee shall be established consisting of at least one (1) Employer and one (1) employee representative who shall meet at least quarterly to review safety issues, recommend improvements and assist in correction of identified unsafe conditions or practices.

Section 14.8 The Employer will make reasonable efforts to accommodate needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace. At the Employer's request, the employee shall produce a statement from the employee's attending physician that the employee suffers a health problem and that such health problem is caused or aggravated by work related assignments or by substances to which the employee is necessarily exposed to in the workplace.

WPAS Proposal:

~~ARTICLE 15~~

~~SUBCONTRACTING~~

~~The Employer and the Union agree that stabilized employment is an important objective to be attained. Therefore, the Employer agrees that during the life of this Agreement, no work or services performed or thereafter assigned to the collective bargaining unit will be permanently subcontracted, transferred, leased or assigned in whole or in part to any other plant, person or non-unit employees unless the express permission of the Union is obtained. This Section shall not apply to determinations made by the Employer's clients.~~

Union proposal to maintain Article 15 and current contract language

The Employer and the Union agree that stabilized employment is an important objective to be attained. Therefore, the Employer agrees that during the life of this

Agreement, no work or services performed or thereafter assigned to the collective bargaining unit will be permanently subcontracted, transferred, leased or assigned in whole or in part to any other plant, person or non-unit employees unless the express permission of the Union is obtained. This Section shall not apply to determinations made by the Employer's clients.

ARTICLE 16

COMPENSATION PROCEDURES

WPAS Proposal:

~~Section 16.1 The salaries specified in Exhibit "A" and attached to this Agreement are the basic hourly rates for all employees covered by this Agreement.~~

~~Section 16.2 The salary of each bargaining unit member and each contract wage rate in Exhibit "A" shall be increased as follows:~~

~~Section 16.2(a) Three and one-half percent (3.5%), effective April 1, 2007. Section 16.2(b) Three and three quarters percent (3.75%), effective April 1, 2008. Section 16.2(c) Three and three quarters percent (3.75%), effective April 1, 2009. Section 16.2(d) Four percent (4%), effective April 1, 2010.~~

Union Compensation Proposal:

Section 16.2 The salary of each bargaining unit member shall be increased in accordance with "Exhibit A" (grandfathered wage scale-see proposed Addendum) as follows:

Section 16.2(a) Two and one-half percent (2.5%) effective January 1, 2017

~~Section 16.2(b) Effective June 1, 2017 the salary of each bargaining unit member shall be increased by three percent (3%).~~ **Union withdraws proposal**

Section 16.2 (c) Effective ~~April 1~~ January 1, 2018 the salary of each bargaining unit member shall be increased by four percent (4%)

Section 16.2(d) Effective ~~April 1~~ January 1, 2019 the salary of each bargaining unit member shall be increased by five percent (5)%

Section 16.2 (e) Effective January 1, 2017 all bargaining unit employees who are not on Exhibit "A" grandfathered wage shall be placed to the first step of the higher salary range, but not more than the maximum rate of pay.

new: Section 16.2(f) Step Increases Employees shall advance one step each calendar year upon their date of hire- see MOU

Memorandum of Understanding

Within sixty (60) calendar days of ratification of this Agreement the Employer and the Union will meet to review and update classification titles and mutually agree to bargain a wage schedule with longevity steps to replace the existing salary system. The employer agrees that no employee shall suffer any loss of pay as a result from this bargain.

WPAS Proposal:

~~Section 16.3 The Union has the right to divert monies generated from the respective percentage increase for the purpose of providing additional fringe benefits. The Employer will be notified by the Union thirty (30) days in advance of the increase date of such diversions and all salary schedules and employees' salaries will be adjusted accordingly.~~

Union Proposal to maintain current contract language:

Section 16.3 The Union has the right to divert monies generated from the respective percentage increase for the purpose of providing additional fringe benefits. The Employer will be notified by the Union thirty (30) days in advance of the increase date of such diversions and all salary schedules and employees' salaries will be adjusted accordingly.

Section 16.4 Subject to Article 4, Section 4.9 any employee who is promoted to a higher paying job classification shall not receive any reduction in pay because of such promotion.

Section 16.5 Where a person does a combination of any two job classifications, the salary shall be based upon the highest paid classification provided the employee works in the higher classification over fifty one percent (51%) of his or her daily time.

Section 16.6 It is agreed the Employer may voluntarily pay an employee a temporary higher salary rate for performing a service not covered by the current salary schedule. When, in the opinion of the Employer, such a service is no longer being performed by the employee, the salary rate may then be adjusted back to the applicable current salary schedule rate.

Section 16.7 The wage rates contained herein are only minimum rates and may be increased at the Employer's discretion for the purpose of recruiting or retaining employees.

WPAS Proposal:

~~Section 16.8 Employees shall receive an annual performance evaluation within thirty (30) days of their seniority date of hire and it shall be management's responsibility to assure the reviews are completed on a timely basis unless the employee is on authorized leave, in which case the review shall be completed within thirty (30) days of the employee's return to work. Failure by the Employer to fulfill its obligations shall prevent the Employer from initiating disciplinary action for poor job performance (except for attendance, sick leave abuse, etc.) against a reviewed employee until the next seniority review date.~~

Union Proposal to maintain contract language and add new subtitle:

Section 16.8 **PERFORMANCE EVALUATIONS** Employees shall receive an annual performance evaluation within thirty (30) days of their seniority date of hire and it shall be management's responsibility to assure the reviews are completed on a timely basis unless the employee is on authorized leave, in which case the review shall be completed within thirty (30) days of the employee's return to work. Failure by the Employer to fulfill its obligations shall prevent the Employer from initiating disciplinary action for poor job performance (except for attendance, sick leave abuse, etc.) against a reviewed employee until the next seniority review date.

WPAS Proposal:

~~Section 16.9 The Employer will continue its current practice of making employee-requested payroll deductions.~~

Union Proposal to maintain contract language:

Section 16.9 The Employer will continue its current practice of making employee requested payroll deductions.

Section 16.10 The Employer shall establish and maintain a Dependent Care Assistance Plan in accordance with IRS regulations. Details of such plan shall be kept in the Employer Policy Manual and shall be made available to employees upon request.

WPAS Proposal:

~~Section 16.11 The Employer agrees to issue paychecks to employees on the fifth business day following the pay period. The first pay period ends on the 15th. The second pay period ends on the last day of the month.~~

Union Proposal:

Section 16.11 The Employer agrees to issue paychecks to employees on the ~~fifth~~ fifteenth of each month or the closest business day prior to the fifteenth, if the pay day lands on a weekend or holiday; and on the last business day of each month. ~~business day following the pay period. The first pay period ends on the 15th. The second pay period ends on the last day of the month.~~

Section 16.12 The employer will furnish the union with job descriptions for all classifications in the bargaining unit on an annual basis. The Employer will provide an employee with a copy of the current job description for his or her classification upon request on an annual basis. The employer will notify the Union in writing of any new bargaining unit classification. TA on 2/14/17

-Union Proposal:

new Section 16.13 Lead Pay Employees assigned as leads shall receive a seven (7%) percent premium on top of their base pay.

ARTICLE 17 NON-DISCRIMINATION

Section 17.1 The Employer agrees that it will not discriminate against an employee because of his or her activity as a member of the Office and Professional Employees Union.

Section 17.2 Neither the Union nor the company in carrying out the obligations under the Contract shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise based on race, color, creed, national origin, sex, age, sexual orientation, religion, ancestry, marital status, parental status, political beliefs and

sensory, mental or physical handicap.

Section 17.3 The Employer agrees to the principle of equal pay for equal work and agrees there shall be no discrimination exercised in this respect. In all cases where employees are performing work of comparable quality and quantity as that performed by other employees whose responsibilities are the same, the same pay range shall prevail.

Section 17.4 The Employer and the Union agree that both parties will take all actions necessary to comply with the Americans with Disabilities Act and the Federal Family and Medical Leave Act of 1993. If any provision or provisions of this Agreement are in conflict with either Act, the parties agree to reopen the appropriate Section to negotiate mutually agreeable language which complies with such Act.

ARTICLE 18 SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 19 GRIEVANCE PROCEDURE

Section 19.1 GRIEVANCE AND ARBITRATION PROCEDURE Any complaint or dispute arising between the parties to this Agreement involving the interpretation, application or claimed breach of this Agreement may be considered a grievance and may be subject to this grievance process. Time limits set forth in the following steps may only be extended by mutual consent of the parties in writing.

Step 1 - Oral Submission of Grievance to the Supervisor

~~The employee and the Shop Steward, if requested by the employee, shall contact the employee's Assistant Department Manager and attempt to effect a settlement of the dispute. Such oral presentation shall be made within seven (7) workdays following the event giving rise to the grievance or the grievance shall be null and void. Within seven (7) workdays, thereafter, the employee shall be given the answer to the grievance by the Assistant Department Manager.~~

The employee and the Shop Steward/or Union Representative, if requested by the employee, shall submit the grievance to the employee's Supervisor within ten (10) workdays in writing following the event giving rise to the grievance or the employee's knowledge of the facts that constitute the grievance. A meeting with the grievant, Shop Steward and/or Union Representative with the Supervisor shall be scheduled within ten (10) workdays following receipt of the grievance. Within ten (10) workdays, thereafter, the employee shall be given the answer to the grievance by the Supervisor in writing.

Step 2 - Written Submission of the Grievance to the Department Manager

If the ~~oral~~ Step 1 decision does not settle the grievance, the Union Representative or Shop Steward may, within ~~five (5)~~ ten (10) workdays following the receipt of the ~~oral~~ decision in Step 1, ~~reduce the grievance to writing and~~ submit the written grievance to the Department Manager for the purpose of arranging a meeting to discuss the grievance. The written grievance shall contain the following:

- (a) Detailed facts upon which the grievance is based.
- (b) References to the Section(s) of the Agreement alleged to have been violated.
- (c) The remedy sought.

The meeting shall be ~~held~~ scheduled within ~~five (5)~~ ten (10) workdays following receipt of the written grievance and shall be attended by the employee, Union Representative, Shop Steward, and Department Manager. The Department Manager ~~and the Union Representative~~ shall, ~~within seven (7) following the meeting settle the grievance, and over their signatures indicate the disposition thereof~~ reply in writing within ten (10) workdays following the grievance meeting.

Step 3 - Submission of Grievance to Human Resources Director

In the event that the parties are still in disagreement, the Union Representative may move the grievance to Step 3 of the grievance procedure within ten (10) work days of receipt of the decision rendered by the Department Manager in Step 2. The Step 3 grievance shall be directed to the Human Resources Personnel Director. Upon doing so, the Union Representative, Grievant, ~~Human Resources Personnel Director~~ and any other significant parties shall meet within ~~five (5)~~ ten (10) workdays following receipt of the written grievance to the Human Resources Personnel Director to resolve the grievance. The Human Resources Personnel Director will respond to the Union in writing within ten (10) work days from the date of this Step 3 meeting.

NEW Step 4 – Mediation

Within ten (10) work days after receipt of the Step 3 response, WPAS and the Union may mutually agree in writing to submit any unresolved grievance to mediation prior to arbitration. The fees of the mediator shall be divided equally between the parties.

Step 4-5 - Arbitration

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue to arbitration within twenty (20) working days following receipt of the reply from the Human Resources Personnel Director or termination of the mediation process.

~~In the event the parties are unable to agree upon a resolution to the grievance, the same shall be referred to a committee of one (1) representative to be named by the Employer involved and one (1) to be named by the Union. Should these two be unable to agree within a period of seven (7) days, they shall immediately select a disinterested third party to serve with them as a Board of Arbitration, said Board within seven (7) days to render a decision that shall be final and binding. During such proceedings there shall be no cessation of work.~~

Section 19.2 In the event the ~~committee~~ Employer and the Union cannot agree upon the selection of an arbitrator within fifteen (15) work days from the date of referral ~~of the controversy to the committee to arbitration~~, the arbitrator shall be selected in the following

manner: The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then chose the arbitrator by the Employer and the Union, in that order, alternately striking a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

WPAS proposal to maintain current language:

Section 19.6 Employees covered by this Agreement must go through the procedure set forth herein before going to any outside source or their right for arbitration will be forfeited.

Unions proposal:

~~Section 19.6~~ Employees covered by this Agreement must go through the procedure set forth herein before going to any outside source or their right for arbitration will be forfeited.

WPAS proposal: ARTICLE XX

New Section Past Practices. Any and all agreements between the parties are contained in this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer

Unions rejects WPAS new section Past Practice

ARTICLE 20

PICKET LINES

It is further understood and agreed that refusal by an employee, covered by this Agreement, to go through a sanctioned and approved picket line shall not constitute a violation of this Agreement nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 21

MANAGEMENT RIGHTS

WPAS proposal: Move Article 21 to under Article 5

The parties recognize the broad right of the Employer to manage its business. The Union recognizes that the right of the Employer to control and supervise all operations and direct all working forces, including the right to select and hire, discharge for justifiable cause, suspend, discipline, layoff, promote, demote, reclassify or transfer employees or relieve them from duty, to control and regulate the use of all equipment and other property of the Employer, and to maintain discipline and efficiency among its employees, are vested exclusively with the Employer; provided that, the implementation of such rights do not abridge the specific terms of this Agreement and will not be used for the purpose of discriminating against the Union or any of its members.

Union proposal/counter: Union willing to draw our proposal and accept WPAS language for

Management Rights Clause, but maintain under Article 21.

The parties recognize the broad right of the Employer to manage its business. The Union recognizes that the right of the Employer to control and supervise all operations and direct all working forces, including the right to select and hire, ~~discipline or discharge~~ for justifiable cause, ~~suspend, discipline~~, layoff employees ~~for lack of work~~, promote, demote, ~~reclassify~~ or transfer employees or ~~relieve them from duty~~, to control and regulate the use of all equipment and other property of the Employer, and to maintain ~~discipline order~~ and efficiency among its employees, are vested exclusively with the Employer; provided that, the implementation of such rights do not abridge or violate the specific terms of this Agreement and will not be used for the purpose of discriminating against the Union or any of its members.

ARTICLE 22

SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties, and no provisions, terms or obligations shall be affected, modified, altered, or changed in any respect by the consolidation, merger, sale, transfer, or assignment of either party, or affected, modified, altered, or changed in any respect by any change of any kind in the legal status, ownership, or management of either party.

WPAS proposal:
NEW SECTION:

It is mutually agreed that this Labor Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained. Neither party shall be required, during the term of this Agreement to negotiate or bargain upon any other issue. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein. All subject referred to the management's rights clause shall likewise be deemed to have been raised and bargained to a conclusion.

Union rejects this proposal

(Should have been included in last what-if proposal, forgot to copy and paste)

new: Article xx

PARKING & TRANSPORTATION

The employer will continue to offer employee parking in the parking garages during the term of this Agreement and the expense shall be paid for by the employer. When a parking spot becomes available the employer shall award to the next senior employee who is the on the wait list.

new: Section xx (a) Bus Passes: The Employer agrees to provide bus passes to all regular full-time and regular part-time employees upon request for a bus pass. The expense shall be paid for by the Employer.

ARTICLE 23

TERMINATION AND RENEWAL

WPAS Proposal:

This Agreement shall be in full force and effect until December 31, 2019, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

Union Proposal:

This Agreement shall be in full force and effect until December 31, 2019, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

NEW ARTICLE

~~The parties agree to form and participate in a Labor-Management Committee, which shall meet at the times mutual agreed by the parties to this Agreement. The Committee shall be comprised of the same number of participants for both sides. The ground rules, agenda and procedures shall be jointly developed by the Union and Management. Meetings will be scheduled during normal working hours without any compensation to employees.~~

WPAS Proposal:

Delete "Exhibit A"

Delete "Exhibit B"

Delete "Exhibit C"

Delete "Exhibit D"

Delete "Letter of Agreement Dated November 24, 2009"

Delete "Letter of Agreement Dated May 25, 2011"

Delete "Letter of Agreement Dated October 22, 2012"

Union Proposal:

Will review all exhibits as housekeeping once substantive issues are concluded

EXECUTED at Seattle, Washington this day _____ of Month, Year

