

# 2009-2011 COLLECTIVE BARGAINING AGREEMENT

by and between the **State of Washington** and  
**Service Employees International Union Healthcare 775NW**

Effective July 1, 2009 through June 30, 2011



SEIU Healthcare 775NW more than 26,000 individual provider home care workers as well as more than 8,000 home care agency workers, all providing quality care to seniors and people with disabilities. This is the collective bargaining agreement (union contract) negotiated between individual providers and the State of Washington.

## Highlights:

### • Wages

*As of July 1, 2009, the starting wage is \$10.03/hour. IPs earn additional pay increases for every 2,000 hours worked.*

### • Mileage/Vacation

*IPs can claim up to 60 miles per client each month.  
IPs now earn one hour of paid vacation for every forty hours of work.*

### Health, Dental, Vision and Pharmacy Benefits

*IPs who work at least 86 hours a month qualify for employee-only health, dental, vision and pharmacy benefits for just \$17/month.*

### • Workers' Compensation

*All IPs are covered by L&I workers' compensation. The State pays the entire premium (approximately 16-17 cents per hour).*

### • Training

*The State of Washington now contributes 10 cents per hour to the Training Partnership.*

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## Preamble

This document constitutes an Agreement by and between the Governor of the State of Washington hereinafter referred to as the "Employer," and SEIU Healthcare 775NW hereinafter referred to as the "Union," and in accordance with the provisions of RCW 74.39A.270.

## Article 1 Recognition

SEIU Healthcare 775NW ("Union") is recognized as the sole and exclusive representative for all individual providers of in-home care services ("home care workers," "caregivers," or "individual providers") as defined in RCW 74.39A.240 and under the provisions of 74.39A.270, excluding supervisors, confidential employees, and all other employees. Provided there is no question concerning representation or the definition of the bargaining unit pursuant to statute and the rules of the Public Employment Relations Commission, if the Union merges with other organizations, consolidates parts of other organizations, modifies its name or makes any other similar changes, recognition by the Employer will follow as designated by SEIU Healthcare 775NW and the Service Employees International Union. The parties also recognize that other agencies and/or contractors or subcontractors of the Employer may continue to be responsible for implementation and administration of certain provisions of this Agreement as specifically provided herein or as directed by the Employer.

## Article 2 Union Rights

### 2.1 Union Representatives

The Employer shall recognize Union advocates and Union staff representatives in the course of their representational duties. The Union shall advise the State's Labor Relations Office of the names and phone numbers of Union advocates and representatives by written notice within thirty (30) days of appointment by the Union and include the nature, scope and authority granted each by the Union.

### 2.2 Access

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises that are open to the general public. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb the normal operation of the Employer. Advocates and other worker representatives shall perform representational activities or other Union business with individual providers only during the non-working time of the individual provider and shall not otherwise interfere with the work of individual providers or home care services provided.

### 2.3 Union Bulletin Boards

The Union shall have a right to bulletin board space in the offices of the Employer, its agencies, contractors, or subcontractors that individual providers necessarily frequent due to work-related business. The Union shall be solely responsible for the costs and maintenance of all bulletin boards. The Union will provide cork bulletin boards (no larger than two feet by three feet [2'x3']). The bulletin boards will be clearly marked as Union bulletin boards and will be maintained by Union worker representatives and/or Union staff. Union communications may not be posted in any other location or agency.

The parties agree that the Union and the Employer or its agencies, contractors or subcontractors (whichever is appropriate) will discuss the location in the facility for the Union bulletin board, and if they are unable to agree on a location the Employer will attempt to remedy the situation, appropriate to their subcontracted agent. The Employer shall inform contractors and subcontractors of the rights of the Union to bulletin board space.

## 2.4 Websites

Websites maintained by the Home Care Quality Authority (HCQA), Aging and Disability Services Administration of the Department of Social and Health Services (ADSA/DSHS) and Social Service Payment System of the Department of Social and Health Services (SSPS/DSHS) that individual providers might reasonably access to seek employment-related information shall contain a link to the Union's website, provided that the link is in compliance with RCW 42.52.160 and RCW 42.52.180.

## 2.5 Orientation Materials Provided by Employer

Orientation materials distributed by the Employer, its agencies, contractors or subcontractors to individual providers shall include union membership applications and union orientation materials. Union materials distributed by the Employer shall be neutral in tone. It shall be the Union's responsibility to provide the Employer with sufficient copies of such materials for distribution during orientation and training.

## 2.6 Access to Pay Envelopes

The Employer agrees to include information provided by the Union in pay envelopes sent to individual providers, subject to the following conditions:

- A. The Union shall provide such materials to the Department no later than thirty (30) calendar days prior to the first day upon which the Union requests that the materials be included in pay envelopes mailed to individual providers.
- B. Except by consent of the Employer, the size and weight of such materials to be included in the pay envelopes for any pay period shall not exceed two (2) pieces of printed materials, one (1) of which may be no larger than eight and one-half inches by eleven inches (8.5"x11") and no heavier than twenty pound (20lb.) weight, and the other of which may be a pre-printed number ten (#10) or smaller return envelope of standard weight.
- C. The subject matters and contents of any materials provided shall be in conformance with RCW 42.52.160 and RCW 42.52.180.
- D. The Union agrees to reimburse the Department for any increase in postage costs arising from the inclusion of the Union materials.

## Article 3 Employer Rights

**3.1** It is understood and agreed by the parties that the Employer has core management rights. Except to the extent modified by this Agreement, the Employer reserves exclusively all the inherent rights and authority to manage and operate its facilities and programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the Employer and the Employer has the right to decide and implement its decisions regarding such management rights. The wages, benefits, hours, and working conditions of bargaining unit members shall continue to be mandatory subjects of bargaining between the parties and as provided in Article 18, Duty to Bargain.

### 3.2 Rights Reserved to the Employer

Examples of the rights reserved solely to the Employer, its agents and officials and to the extent these rights may be limited by other provisions of this Agreement as expressly provided herein include, but are not limited to, the right:

- A. To operate so as to carry out the statutory mandate of the Employer.
- B. To establish the Employer's missions, programs, objectives, activities and priorities within the statutory mandates.
- C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the Employer's missions, programs, objectives, activities and priorities; however, this paragraph shall not be interpreted to limit the Union's right to advocate for budget allocations that may be different from what the Employer may propose.
- D. To manage, direct and control all of the Employer's activities to deliver programs and services.
- E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out.

- F. To establish qualifications of individual providers and reasonable standards of accountability except as otherwise limited by this Agreement under Article 16, Training.
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the Employer's duties or exercise of the Employer's powers, including contracts with public and private agencies, organizations or corporations and individuals to pay them for services rendered or furnished.
- H. To develop the means and processes necessary for the establishment of a referral registry of individual providers and prospective individual providers.
- I. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement.
- J. To extend, limit or contract out any or all services and/or programs of the Employer except as otherwise limited under Article 18, Duty to Bargain and specific to contracting out of bargaining unit work.
- K. To take whatever actions the Employer deems necessary to carry out services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard.
- L. To modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the Employer's ability to provide services.
- M. To determine the method, technological means and numbers and kinds of personnel by which operations are undertaken.
- N. To maintain and promote the efficiency of public operations entrusted to the Employer.

**3.3** The above enumerations of Employer rights are not inclusive and do not exclude other Employer rights not specified, including but not limited to those duties, obligations or authority provided under RCW 74.39A.250 through RCW 74.39A.280 and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.

**3.4** No action taken by the Employer with respect to a management right shall be subject to a grievance or arbitration procedure or collateral action/suit, unless the exercise thereof violates an express written provision of this Agreement.

### 3.5 Fulfillment of Statutory Obligation

As provided under RCW 74.39A.270 (6) this Agreement expressly reserves:

The right of the Washington State Legislature to make programmatic modifications to the delivery of state services under RCW 74, including standards of eligibility of consumers and individual providers participating in the programs under this title, and the nature of services provided.

Nothing contained in this Agreement shall be construed as to subtract from, modify or otherwise diminish these rights in any manner.

## Article 4 Union Membership and Union Security

### 4.1 Union Security

Not later than thirty (30) days following the first pay period of employment, or the effective date of employment, whichever is later, every home care worker covered by this Agreement shall, as a condition of employment and continued eligibility to receive payment for services provided, become and remain a member of the Union paying the periodic dues, or for nonmembers of the Union, the fees uniformly required. The Employer shall cause the State as payor, but not as the employer, to enforce this union security provision according to RCW 41.56.113 by deducting from the payments to bargaining unit members the dues required for Union

membership, or, for nonmembers of the Union, a fee equivalent to the dues. Any individual provider home care workers who fail to satisfy this obligation shall, within thirty (30) days of written request by the Union to the Employer, be provided written notice of their discontinued eligibility to receive payment for services until such a time as this obligation is satisfied. Subsequent to written notice being issued, any such individual provider home care worker who fails to satisfy this obligation within thirty (30) days shall have his or her eligibility to receive payment from the State for providing services discontinued.

**Home care workers can earn the IRS mileage rate for up to 60 miles travel per month for essential shopping and medical services on behalf of consumers.**

#### **4.2 Right of Non-Association**

It is the intent of this Agreement that the provisions of this Article safeguard the right of home care workers to remain non-members based on bona fide religious tenets or teachings of a church or religious body of which such home care worker is a member. Such home care workers shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 4.1, to a nonreligious charity or to another charitable organization mutually agreed upon by the home care worker affected and the Union. On at least a quarterly basis, the home care worker shall furnish written proof to the Union that such payment has been made. Any home care worker who claims a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such home care worker is a member shall provide written notice of that claim to the Union, and shall, at the same time, provide the Union with the name(s) and address(es) of one (1) or more nonreligious charitable organizations to which the home care worker is prepared to make alternative payments in lieu of the payments required by this union security provision.

Within sixty (60) days after it receives written notice of a claimed right of non-association, the Union shall provide a written response to the worker, setting forth the position of the Union as to both:

- A. The eligibility of the home care worker to make alternative payments; and
- B. The acceptance or rejection by the Union of the charitable organization(s) suggested by the home care worker.

Any disputes regarding the eligibility of the home care worker to make alternative payments and/or if the Union and home care worker are unable to mutually agree to a nonreligious charitable organization, the matter shall be forwarded to the Public Employment Relations Commission (PERC) for final disposition.

#### **4.3 Indemnify and Hold Harmless**

The Union and each home care worker authorizing the assignment of pay for the purpose of payment of union dues hereby agree to undertake to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the employer for or on account of any deduction made from the pay of such home care worker. This paragraph shall not be interpreted to limit the right of the Union to use the Dispute Resolution Process contained in this agreement to collect dues, fees, and contributions owed.

### **Article 5 Bargaining Unit Information**

#### **5.1 Information to be Provided**

The Employer shall provide information about the bargaining unit and each member of the bargaining unit and shall provide this information to the Union on a regular monthly basis. Such information shall be transmitted electronically in a common, commercially-available electronic format specified by the Union, and shall include the home care worker's full

name, individual provider number, cumulative lifetime hours worked as an individual provider, hours or units (day, week, or month) worked in a month for which payment has been made, home address, mailing address, home phone number, personal wireless telephone numbers, electronic mail addresses, wage rate, program or service code, amount paid during the current month of payment, union member type and deduction type.

The Employer shall make a good faith effort to provide other information to the Union, if not otherwise prohibited by force of law, including hire date, a unique home care worker identifier number, termination date, date of birth, gender, primary preferred language, relationship to consumer employer, marital status, vacation hours paid, and vacation hours forfeited. The Employer and the Union shall coordinate to reconcile any questions about the bargaining unit information and records.

#### **5.2 Collection of Additional Information**

The Employer shall amend all of the employment-related documents and forms required to be completed by individual provider home care workers so as to allow individual provider home care workers to provide the Employer with electronic mail addresses and personal wireless telephone numbers.

#### **5.3 Privacy**

Unless otherwise provided for under Title 42 RCW, the following are exempt from public inspection and copying and shall not be released by the Employer except as necessary to comply with the provisions of this Agreement:

The residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of individual provider home care workers as defined in RCW 74.39A.240 and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of individual provider home care workers as defined in RCW 74.39A.240, which may be held by the Employer in personnel records, public employment related records, or volunteer rosters, or are included in any mailing list of individual provider home care workers as defined in RCW 74.39A.240.

### **Article 6 Deduction of Dues, Contributions, and Fees**

#### **6.1 Dues Deductions**

In accordance with RCW 41.56.113, the Employer shall cause the appropriate agency to deduct the amount of dues or, for non-members of the Union, a fee equivalent to the dues from each home care worker's monthly payment for services (paycheck or direct deposit).

#### **6.2 Voluntary Deductions**

The Employer shall cause the appropriate agency to deduct voluntary contributions to one (1) union fund or committee payable to the Union from each home care worker's monthly payment for services (paycheck) upon receipt of proper authorization for such deductions from the home care worker or the Union. The Employer shall allow deductions to such a fund or committee to be made in any amount specified by an individual provider. The deductions shall be transferred to the Union monthly by electronic means.

#### **6.3 Implementation Costs**

The cost of any new computer programming changes required by this Article shall be borne by the Employer. The ongoing regular cost of such deductions shall be borne by the Employer.

### **Article 7 Production of Agreement**

**7.1** The Union and the Employer shall jointly share the costs of producing and printing this Agreement in sufficient quantities for distribution to the members of the bargaining unit, and of translating it in up to ten (10) languages (other than English) most commonly spoken among members

of the bargaining unit as determined by the Union, provided that the cost to the Employer shall not exceed eighty thousand dollars (\$80,000) during the life of this Agreement. Any costs over and above eighty thousand dollars (\$80,000) shall be borne exclusively by the Union.

**7.2** In addition to the actual text of the Agreement and by mutual agreement of the parties, the printed copy of the Agreement may contain introductory statements, highlights, or graphics included for the purposes of making the Agreement easier to understand and in order to provide the information most important to home care workers (such as their wage scales, benefits, and rights) in an easily-accessible, user-friendly format.

**7.3** Regarding the production of the Agreement in languages other than English and the inclusion of introductory statements, highlights, or graphics, the parties agree that all disputes regarding the interpretation or application of this Agreement shall be determined based solely on the original English-language Agreement signed by the parties, and not upon any other language version or upon any introductory statements, highlights, or graphics.

**7.4** To the extent that the Union incurs costs associated with this Article prior to the effective date of this Agreement and not exceeding eighty thousand dollars (\$80,000), those costs shall be agreed upon and reimbursed by the Employer on or immediately after the effective date of this Agreement.

## **Article 8 Grievance and Dispute Resolution**

### **8.1 Dispute Resolution Philosophy**

The Employer and the Union commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. Our relationship depends on mutual respect and trust based on our ability to recognize and resolve disagreements rather than avoiding them. Prior to filing a grievance, the Union and the Employer will attempt wherever possible to resolve problems informally and not to resort to the formal grievance procedure.

### **8.2 Grievance Definition**

A grievance is defined as a contention of a misapplication or violation concerning the application or interpretation of this Agreement.

### **8.3 Grievance/Dispute Resolution Procedure**

#### **Step 1. Informal Resolution**

The home care worker and/or a Union representative may confer with the Employer's designated representative and attempt to resolve the issue informally.

#### **Step 2. Written Grievance**

If the grievance is not resolved at Step 1, the home care worker and/or Union representative shall set forth the grievance in writing including a statement of the pertinent facts surrounding the grievance, the date on which the incident occurred, the alleged violations of the Agreement, and the specific remedy requested.

The written grievance shall be submitted to the Employer within thirty (30) calendar days of the occurrence of the alleged violation or within thirty (30) calendar days of when the home care worker or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance. The written grievance shall be submitted by email.

The Employer or the Employer's designee shall meet with the grievant and his or her Union representative within fourteen (14) calendar days of receipt of the written grievance, in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance remains unresolved, the Employer will provide a written response to the grievance by email within fourteen (14) calendar days from the date the parties met to discuss the grievance. If the response does not resolve the grievance, the Union may, within fourteen (14) calendar days of receipt of the response, proceed to Step 4, Arbitration.

### **Step 3. (Optional) Mediation**

As an alternative prior to final and binding arbitration in Step 4, if the matter is not resolved in Step 2 the parties may choose by mutual agreement to submit the matter to mediation in order to resolve the issue. The party requesting mediation of the dispute must notify the other party by email no later than fourteen (14) calendar days of receipt by the Union of the emailed response from the Employer in Step 2. The party receiving the request for mediation must notify the other party by email within fourteen (14) calendar days of receipt of the request whether or not it agrees to mediate the dispute. If the party receiving the request does not agree to mediate the dispute, the Union may, within fourteen (14) calendar days of the email notification of the decision not to mediate, proceed to Step 4, Arbitration.

If the parties agree to mediation, they shall select a neutral mediator. Both parties shall submit a statement of their position on the issue. The mediator may also bring the parties together in person to attempt to resolve the issue.

The parties shall each pay one half (1/2) the costs or fees, if any, of the neutral mediator. Each party shall be responsible for its own costs, including the costs of representation, advocacy and the costs of that party's appointed representatives.

If the issue is successfully resolved by mediation, the decision shall be binding on all parties, and shall, unless specifically agreed otherwise, form a precedent for similar issues. If the issue is not successfully resolved through mediation, the Union may, within fourteen (14) calendar days of receipt of a written declaration of impasse or rejection of a settlement offer from either party, proceed to Step 4, Arbitration.

### **Step 4. Arbitration**

If the grievance is not settled at Step 2 or 3, it may, within the time frames noted above, be referred by the Union to final and binding arbitration. The arbitrator shall be mutually agreed upon by the parties, or, upon failure to agree upon an arbitrator, the Union shall, within fifteen (15) calendar days of the request for arbitration, request a list of seven (7) arbitrators from the American Arbitration Association. The parties shall select an arbitrator by alternately striking names from the list of seven (7) arbitrators. A coin toss shall determine which party shall first strike.

The award of the arbitrator shall be final and binding upon both parties. The parties shall each pay one half (1/2) the costs of the arbitration, including the fees of the arbitrator and the proceeding itself, but not including the costs of representation, advocacy, or witnesses for either party. The arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

### **8.4 Time Limitations**

The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations. To this end, grievances must be processed within the periods of time specified above. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day that is not a Saturday, Sunday or holiday. Any grievance not properly presented in writing and within the time limits specified, or any grievance not moved to the next step within the specified time limits shall be considered to have been withdrawn. If the Employer fails to meet the time limitations specified, the Union may move the grievance to the next step. Time limitations may be extended by mutual agreement of the parties.

## **Article 9 Compensation**

### **9.1 Wages**

Effective July 1, 2009, current home care workers will be placed on a step commensurate with their IP hours of work retroactively calculated to July 1, 2005. Bargaining unit home care workers will be paid according to the wage scale found in Appendix A. During the life of this Agreement

wages shall be adjusted upward for each home care worker based upon accumulation of hours. All home care workers shall be paid strictly on an hourly basis. Except as modified by this Agreement, all home care workers shall be paid strictly according to the wage scale. Any non-hourly payment arrangements, or arrangements to pay any home care worker according to any other rate than the rates contained in Appendix A, are hereby void.

## **9.2 Mentor, Preceptor, and Trainer Pay**

A home care worker who is assigned by the Employer as a mentor, preceptor, or trainer of other home care workers or prospective home care workers shall be paid an additional one dollar (\$1.00) per hour differential in addition to his or her regular hourly wage rate, and in addition to any other differentials or adjustments, for each hour that he or she works as a mentor, preceptor, or trainer.

## **9.3 Mileage Reimbursement**

Effective July 1, 2008, home care workers shall be compensated for the use of their personal vehicles to provide services to their consumers (such as essential shopping and travel to medical services) authorized under the care or service plans. Such compensation shall be paid on a per-mile-driven basis at the standard mileage rate recognized by the Internal Revenue Service up to a maximum of sixty (60) miles per month per consumer. The Employer will make all necessary changes to work forms, the payroll system and the CARE tool to assure that accurate mileage can be tracked and compensated.

Home care workers providing transportation to services funded by the Division of Developmental Disabilities (DDD) Home and Community Based Services (HCBS) waivers or the DDD Individual and Family Services Program and identified in the consumer's Individual Support Plan, in excess of sixty (60) miles per month, will be reimbursed up to an additional maximum authorized by the case manager.

# **Article 10 Comprehensive Health Care Benefits**

## **10.1 Coverage**

The Employer agrees to make periodic contributions on behalf of all home care workers covered by this Agreement to the SEIU 775 Multiemployer Health Benefits Trust Fund ("Trust") in the amount specified in Section 10.2 below.

If required to contribute to the cost of health care benefits through a payroll deduction, eligible home care workers shall provide written authorization before receiving coverage.

## **10.2 Contributions**

Effective July 1, 2009, the Employer shall contribute up to six hundred two dollars and seventy-seven cents (\$602.77) per month to the Trust for each home care worker who has been employed for at least three (3) consecutive months and who works a minimum of eighty-six (86) hours per month, and who is not otherwise eligible to receive health care benefits through other family coverage, other employment based coverage or military or veterans coverage. However, those home care workers who are receiving health insurance through the Trust on July 1, 2009 and those transitioning from an agency provider position (covered by the Letter of Agreement dated May 18, 2009), and who work at least seventy-seven (77) hours in the months of July through December 2009, will continue to be eligible to receive health care benefits. Effective January 1, 2010 the eligibility requirement for all home care workers will return to eighty-six (86) hours per month.

Effective July 1, 2010, the Employer shall contribute up to six hundred twenty dollars and eighty-five cents (\$620.85) per month to the Trust for each home care worker who has been employed for at least three (3) consecutive months and who works a minimum of eighty-six (86) hours per month, and who is not otherwise eligible to receive health care benefits through other family coverage, other employment based coverage or military or veterans coverage.

Provided the State receives approval from the Center for Medicaid Services (CMS), the Trust may, at its sole discretion, establish cents-per-hour contribution rates for the Employer, based on the total number of Department-paid hours worked by members of the bargaining unit and the total number of Department-paid service hours provided by Washington agency home care providers that contribute to the Trust. Department-paid hours shall not include consumer participation hours. Hourly contribution rates shall not, in any event, cost more to the State than the amounts provided using the monthly contribution method. Implementation of hourly rate contributions shall occur only at such time as a practical application of the process may be put into effect. Upon the effective date of such a transition to a cents-per-hour contribution rate, the terms of eligibility above shall be voided and eligibility for health care benefits shall be determined solely by the Trust.

Contributions required by this provision shall be paid to the Trust on or before the fifteenth (15th) day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine. Contributions shall be transmitted together with a remittance form as may reasonably be required by the Trust or their designee.

The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers provided, however, that if such contribution is required to be a deduction from home care workers' paychecks performed by the State, such deduction shall be the same for each eligible home care worker and in whole dollar amounts. Ongoing costs for deduction of home care worker premiums for health care shall be paid by the Employer.

## **10.3 Payroll Deductions**

The Employer shall perform any such premium-share payroll deductions as directed by the Trust and as authorized by any home care worker. Initial and ongoing computer programming and operation costs associated with the implementation of this Article and Section shall be paid by the Employer.

## **10.4 Purpose of Trust**

For the purposes of offering individual health care insurance, dental insurance, and vision insurance to members of the bargaining unit, the Employer shall become and remain a participating employer in the Trust during the complete life of this Agreement, and any extension thereof.

## **10.5 Trust Agreement**

The Employer and the Union hereby agree to be bound by the provisions of the Fund's Agreement and Declaration of Trust, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated. The Employer accepts the Employer Trustees of the Fund and their duly elected successors as its representatives on the Board. The Union accepts the Union Trustees of the Fund and their duly elected successors as its representatives on the Board. The Employer and the Union agree to cooperate with the Trustees of the designated Trust in distributing benefit plan information and in obtaining and providing such census and other data as may be required by the Trust. The Employer shall ask the Board of Trustees to modify the Trust Agreement, so that the Employer appoints one or more Employer Trustees. If such modification is made, the Employer shall appoint the appropriate Trustees.

## **10.6 Indemnify and Hold Harmless**

The Trust shall be the policy holder of any insurance plan or health care coverage plan offered by and through the Trust. As the policy holder, the Trust shall indemnify and hold harmless from liability the Employer from any claims by beneficiaries, health care providers, vendors, insurance carriers or home care workers covered under this Agreement.

# **Article 11 Workers' Compensation**

## **11.1 Workers' Compensation Coverage**

The Employer shall provide workers' compensation coverage for all home care workers in the bargaining unit. All home care workers shall complete

any required health and safety training. Costs for implementing and continuing home care worker premium deductions for workers' compensation insurance shall be paid by the Employer.

### **11.2 Workers' Compensation Premiums**

To the maximum extent permissible by law, the home care worker premium share for workers' compensation insurance shall be paid by the Employer. The Employer may, in its sole discretion, seek a statutory change or a change in rule to accomplish this objective. If applicable laws or rules prevent the Employer from paying the premium share at any time during the life of this Agreement, or if the Employer believes in good faith that the applicable laws and rules prevent the Employer from paying the home care workers' premium share during the life of this Agreement and the Employer chooses not to exercise its discretion to seek a statutory or rule change, the Employer shall adjust each step of the wage scale established under Article 9, Compensation of this Agreement upward by an amount equivalent to the home care worker premium share for workers' compensation insurance.

### **11.3 Third Party Administrator**

The Employer shall contract with a third party administrator in order to administer the workers' compensation coverage provided to home care workers in the bargaining unit. The third party administrator shall be responsible for claims management and verification, recommending and implementing risk management procedures, and preventing workers' compensation fraud.

## **Article 12 Vacation Leave**

Home care workers shall be eligible for vacation leave. Home care workers shall accrue one (1) hour for every forty (40) hours worked. Vacation leave hours shall cap at eighty (80) hours. In order to be eligible to be paid for vacation leave, a home care worker must have the consent of his or her consumer and inform a designated agent of the Employer no less than two (2) weeks before the paid vacation leave begins.

## **Article 13 Payroll, Electronic Deposit and Tax Withholding**

### **13.1 Modern Payroll System**

Prior to the expiration date of this Agreement, the Employer shall make every effort to implement a payroll system for the purposes of calculating and making payments to individual providers.

The system will, at a minimum, be capable of collecting and reporting demographic data, including but not limited to information outlined in Article 5; Bargaining Unit Information; calculating and applying variable wage rates; combining several consumers' service hours in a single payment; adding and editing deductions at variable levels for health care premiums, taxes, union deductions, wage garnishments, and other purposes; providing web-based and telephonic reporting of hours; providing for direct deposit; and providing a reasonable level of ease and cost-control in making changes to fields and/or records for individual or system-wide payments and deductions with no significant additional cost to the Employer.

### **13.2 Twice Monthly Payment**

Prior to the expiration of this Agreement, the Employer will explore options that would allow individual provider home care workers to be paid on a twice-monthly basis.

### **13.3 Timely and Accurate Payment**

Home care workers shall be entitled to receive timely and accurate payment for services authorized and rendered. To promote a timely and accurate payroll system, the Employer and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues.

### **13.4 Electronic Deposit**

Home care workers shall have the right to authorize electronic deposit of any payment issued to them for services or other reimbursement.

### **13.5 Tax Withholding**

The Employer, at its expense, shall withhold from each home care worker's paycheck the appropriate amount of Federal Income Tax, Social Security, Federal and State Unemployment Insurance and Medicare contributions.

### **13.6 Changes to Payroll and Payment Systems**

Unless specifically otherwise noted in this Agreement, the Employer shall bear all costs for any changes to payroll or payment systems required to implement this Agreement, including both the costs of any initial programming changes and the ongoing costs of operating payroll and payment systems.

## **Article 14 No Discrimination**

**14.1** The Union and the Employer are mutually committed to a policy of nondiscrimination. The Employer shall not discriminate with respect to wages, hours, or terms and conditions of employment as provided for in this Agreement on the basis of race, color, physical and/or mental disability, marital status, national origin, ancestry, gender identity, sex, sexual orientation, age, political belief, faith, veterans status, citizenship status, union membership and activities and in keeping with applicable federal, state or local law.

**14.2** This Article shall not be construed as otherwise limiting or impeding the statutory right of consumers and prospective consumers to select, hire, supervise the work of, and terminate any home care worker providing services to them as provided pursuant to RCW 74.39A.270(4). Nor shall it be interpreted so as to prevent the referral registry operated by the Employer, its agencies, contractors and subcontractors, from making referrals on the basis of bona fide job-related skills (e.g. language fluency or the physical ability to lift and transfer a consumer) or legitimate consumer preferences such as gender.

***Home care workers earn 1 hour of vacation leave for every 40 hours worked.***

## **Article 15 Referral Registry**

### **15.1 Eligibility for Referral Registry**

Any member of the bargaining unit who is seeking new consumers or additional hours, and who has completed at least thirty-two (32) hours of required training or other training as may be determined by the Home Care Quality Authority, and who has successfully cleared a criminal background check, shall be eligible for listing on any referral registry operated by the Employer, its agencies, contractors and/or subcontractors. The Employer retains all rights not otherwise modified herein and shall be the sole determiner of eligibility requirements for all others who participate in the referral registry system.

### **15.2 Seniority Preference**

Where consumer choice factors are equal, seniority shall prevail in determining the order of referral on any referral registry operated by the Employer or the Home Care Quality Authority.

Due to language requirements and/or consumer preference factors, the registry may bypass a senior home care worker who, by virtue of seniority would be referred to a particular consumer. In such cases, the referral will be given to the most senior available home care worker who can satisfy language requirements and/or the consumer preference. Additionally, in such cases the Employer shall give the bypassed home care worker the next opportunity for referral for additional work, subject to the provisions of this Section.

For example, if a consumer contacts the referral registry and requests a list of female workers who are available for work in Pierce County, have access to a car they can drive for the purposes of transporting consumers

to medical appointments, and who speak Spanish, and if there are twenty (20) workers meeting those criteria listed on the referral registry, the policies and practices of the registry shall dictate that among those twenty (20) workers, the one with the highest number of cumulative lifetime hours worked as a state-paid individual provider shall be referred first, and the one with the lowest number of cumulative lifetime hours worked as state-paid individual providers shall be referred last.

This Section shall not prevent the Employer and/or the HCQA from making multiple worker referrals to the same consumer, so long as referrals are made in seniority order.

This Section specific to applications of seniority preference shall not go into effect until such time as adequate systems for tracking cumulative hours are developed, tested and implemented.

### **15.3 Removal from Referral Registry**

Once a worker is listed on the registry, he or she may only be removed from the registry for the following reasons:

- A. Upon his or her request, he or she is removed from the referral registry because he or she is not seeking additional referrals from the registry; or,
- B. Upon his or her request, he or she is temporarily removed from active status on the registry because he or she is not seeking additional referrals or more consumer hours on a temporary basis; or
- C. He or she works no hours as an individual provider for twelve (12) or more consecutive months; or,
- D. For just cause.

### **15.4 Election of Remedies**

Any request for a fair hearing to contest the removal from the referral registry as provided under RCW 74.39A.250(1)(e), by or on behalf of the individual provider or prospective individual provider, shall be considered a waiver by the affected individual provider or prospective individual provider of his or her right to file a grievance to contest the removal from the referral registry.

## **Article 16 Training**

### **16.1 Training Partnership**

Pursuant to RCW 74.39A.009 (23) and 74.39A.360, there shall be established a Training Partnership (or "Partnership"). The Training Partnership will possess the capacity to provide training, peer mentoring, workforce development, and other services to individual providers. The Employer shall become and remain a participating employer in such a Partnership during the complete life of this Agreement, and any extension thereof.

### **16.2 Partnership Agreement**

By being a participating employer during the complete life of this Agreement and any extension thereof, the Employer and the Union hereby agree to be bound by the provisions of the Partnership's Operating Agreement, and by all resolutions and rules adopted by the Trustees of the Partnership pursuant to the powers delegated. The Employer accepts the Employer Trustees of the Partnership and their duly elected successors as its representatives on the Board. The Union accepts the Union Trustees of the Partnership and their duly elected successors as its representatives on the Board. The Employer and the Union agree to cooperate with the Trustees of the Partnership in distributing benefit plan information and in obtaining and providing such census and other data as may be required by the Partnership.

### **16.3 Coverage**

The Employer agrees to make periodic contributions to the Training Partnership identified in Section 16.1, on behalf of all home care workers covered by this Agreement, in the amount specified in Section 16.4 below.

### **16.4 Contributions**

Subject to the provisions of ESHB 1244, Section 206(7)(c), the Employer shall make the following contributions to the Partnership: Effective July 1,

2009 the Employer shall contribute up to ten cents (\$0.10) to the Partnership per paid hour for all home care workers covered by this Agreement. Effective July 1, 2010, the Employer shall contribute up to twenty-two cents (\$0.22) to the Partnership per paid hour for all home care workers covered by this Agreement.

If the State is unsuccessful in receiving approval from the Center for Medicaid Services (CMS) for the above payment method, the parties shall meet to bargain over the amount and an alternative method of payment. Additionally, in the event any other significant change in legal training requirements occurs, the parties agree to bargain over the effects of changes.

Contributions required by this provision shall be paid to the Partnership on or before the twenty-fifth (25th) day of the month following the period for which contributions are due or before such other date as the Trustees of the Partnership may hereafter determine. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Partnership or its designee.

### **16.5 Minimum Basic Training Requirements**

Effective January 1, 2010, all legally required basic training for individual providers shall be provided through the Partnership. All individual providers shall be compensated at their regular rate of pay for all hours spent in basic training.

The parties intend that all orientation and safety training occur as close to the date of hire as possible, so as to prevent the creation of any barriers to the timely provision of Medicaid benefits to consumers.

### **16.6 Minimum Continuing Education Training Requirements**

Beginning January 1, 2010, and each calendar year after completing basic training, each individual provider shall complete all legally required continuing education training through the Partnership. The continuing education requirement must be satisfied every calendar year. The purpose of continuing education is to improve and enhance the knowledge and skills of individual providers relative to the care needs of their consumer(s). Completion of all continuing education hours is a prerequisite for maintaining eligibility to work as an individual provider. All individual providers shall be compensated at their regular rate of pay for all hours spent in continuing education training.

### **16.7 Exemptions from Minimum Training Requirements**

Effective July 1, 2009, all existing exemptions from minimum training requirements under law shall continue to apply to training for individual providers. The Partnership shall recognize all exemptions from required basic training for individual providers required by law.

### **16.8 Minimum Training Requirements for Exempted Individual Providers**

All individual providers currently exempted from the existing full training requirements shall continue to be required to complete their current specified requirements under law.

The Partnership shall recognize all minimum training requirements for any individual providers exempted from required basic training required by law.

Any individual provider who is exempted from basic training requirements may voluntarily enroll in any training offered by the Partnership for which that individual provider is otherwise eligible.

### **16.9 Peer Mentoring**

Pursuant to RCW 74.39A.330, beginning on January 1, 2010, the Training Partnership shall prepare to offer a peer mentoring program to all new individual providers by July 1, 2011. The purpose of the mentoring program is to provide general information about serving as an individual provider and to assist the mentee in problem solving around work related challenges faced by individual providers. Mentors will not infringe on the rights of the

consumer to select, hire, fire or instruct the mentee in the performance of the individual provider's duties, or with the case manager's exercise of his or her responsibilities. Mentors shall not discuss confidential information about the consumer who employs a mentee without a written release of information from that consumer. The Employer shall not be responsible for employing, paying, tracking or verifying hours of mentor work.

To be mentors, individual providers must have completed all applicable required training appropriate to their date of hire, plus peer mentorship training. Prior to appointment, mentors must meet the same qualifications as an individual provider and must meet all other qualifications set forth by the Partnership.

Once selected, peer mentors will complete training before being assigned to mentor up to ten (10) new workers. Peer mentors will be eligible to receive continuing education credit for mentor training, while mentees' mentoring hours count towards satisfaction of basic training requirements.

### **16.10 Advanced Training**

Pursuant to RCW 74.39A.350, the Partnership shall prepare to offer advanced training for individual providers by January 1, 2012.

### **16.11 Training Curriculum and Instructors**

The Employer shall be responsible for setting standards for training instructors and approving curriculum to the extent required by law.

### **16.12 Training Provisions, Tracking and Reporting**

The parties agree that it is their intention that effective January 1, 2010 the Partnership will be capable of the following:

1. Providing all types of training required by law and that meets training standards set in administrative rule.
2. Providing all types of curricula and methods of delivery authorized in rule by the Employer.
3. Registering all individual providers eligible for training.
4. Alerting individual providers and the Employer within a reasonable timeframe of impending training completion deadlines.
5. Maintaining evidence of appropriate current professional licenses for all training instructors, when applicable.
6. Providing fully supplied clinical settings and ADA compliant facilities for training.
7. Evaluating knowledge and skills competency prior to the administration of the certification examination.
8. Issuing state-provided Certifications of Completion to those individual providers that successfully complete their course work.
9. Providing the Employer with reports on student course evaluations at least quarterly.
10. Maintaining training records for a reasonable amount of time and making such records available to individual providers upon request.
11. Tracking the training status of all individual providers and providing the Employer with all such reasonable training-related data as may be necessary for administration and enforcement.

### **16.13 Transition to the Partnership**

To ensure that services to consumers are continuous, efficient and appropriate, the Employer may meet with the Partnership when necessary during the transition from the current training system to the Partnership. The Employer also shall be available on an ongoing basis to answer training questions and concerns during the complete life of this Agreement and any extension thereof.

In the event that either party determines that the development and integration of all necessary training-related data systems cannot be accomplished in time to allow the Employer to acquit its obligations under the law, the parties may meet and confer to address alternate ways to deliver training, including the possibility of using the current system, until such time that the development and integration of data systems is complete.

***The Training Partnership will provide improved training and promote professionalization among all home care workers.***

### **16.14 Access to Training**

#### **A. Prior to January 1, 2010:**

The Employer agrees to provide the Union with a total of thirty (30) minutes of presentation time on Union issues at either the Revised Fundamentals of Care (RFOC) training or the Parent Provider Training (PPT) for parents of people with developmental disabilities. This thirty (30) minute period shall be paid as time worked for all individual provider home care workers in the bargaining unit receiving the Union portion of the training.

The parties agree the thirty (30) minutes provided for the Union presentation at the RFOC or PPT will be for new bargaining unit member individual providers (IPs). The parties agree the thirty (30) minutes provided for the Union presentation at the PPT will be for new bargaining unit member IPs who are not required to take RFOC.

The parties agree that a bargaining unit member IP will not receive pay for any more than a total of thirty (30) minutes for any and all Union presentations. The parties agree that the first thirty (30) minutes of the RFOC or PPT training will be for the Union presentation.

The Employer agrees to have the agencies providing or arranging for the training give written notice to the Union, which will include the date, location and time of the RFOC or PPT, within two (2) weeks after the training is first scheduled. This written notice shall be sent by email. The Union agrees that if it or any of its representatives have questions about the schedule they will contact the person at the agency who provided them notice of the training. The Union will not contact the trainer with any questions about the training or the trainer's presentation.

The Union agrees that this thirty (30) minute presentation time outlined above is its only opportunity during training to address the IPs. If the Union representative does not appear at the scheduled time, the access of the Union to that training class is forgone.

The Employer agrees to provide notice to IPs about the Union presentation in the RFOC or PPT training notification letter that the bargaining unit member IP receives from the training entity. This notice will read:

"On (date) you are scheduled to attend training on (RFOC or PPT, whichever is appropriate). Arrive for this training at (time). The first thirty (30) minutes of the training will be a presentation from members of the Union for Individual Providers on information about your wages, benefits and the Union. You will be paid for this one half (1/2) hour of time.

In addition, if the trainer is asked by individuals who are not IPs if they should attend the Union presentation, the response will be that the time is paid time only for IPs and that if any other person decides to attend they will not be paid for the time.

#### **B. After January 1, 2010:**

The Employer agrees to compensate up to thirty (30) minutes of time for a presentation on Union issues to all individual providers receiving the Union portion of required basic training. Any additional time for a presentation on Union issues agreed upon between the Union and the Partnership shall not be paid by the Employer.

#### **C. Employer Access to Training**

Effective January 1, 2010, Employer responsibilities included in this Section 16.14 for reporting and notification shall become the responsibility of the Partnership. Effective January 1, 2010, the Partnership shall provide all statewide training schedules for all basic training, advanced training and continuing education courses, including dates, locations and times, to facilitate the Employer's observation of training courses. The schedules

shall be provided within two (2) weeks after the training is first scheduled and shall be provided in an electronic format to the designated Employer contact person for training.

### **16.15 Indemnify and Hold Harmless**

The Partnership shall indemnify and hold harmless from liability the Employer from any claims by beneficiaries, training providers, vendors, or home care workers covered under this Agreement.

## **Article 17 Union-Management Communications Committee**

### **17.1 Purpose**

The Employer and the Union agree to engage in discussions on topics of mutual interest, including but not limited to: implementation of this Agreement; new initiatives, rules or policies proposed by the Union, by the Employer, by the HCQA or by the Department; and implementation of the provisions of Article 20.6 of the Agreement.

### **17.2 Meetings**

The parties shall meet at least quarterly unless otherwise mutually agreed. Meetings should be held at mutually convenient times and ADA accessible locations. The parties are encouraged to select participants for these discussions who are representative of the issues to be discussed and who bring to the discussion the authority to make decisions on behalf of the parties. The Union-Management Communications Committee (UMCC) shall consist of up to five (5) representatives of the Union and up to five (5) representatives of the Employer. Home care workers serving as representatives of the Union as described above shall receive a stipend from the appropriate agency for their time spent in UMCC meetings. The parties will be solely responsible for determining dispensations, if any, of other expenses of their respective representatives and/or resource persons as attendees.

## **Article 18 Duty to Bargain**

Nothing contained in this Agreement shall be construed as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the law and to the extent that the Employer and/or its agencies, contractors or subcontractors, has lawful control over those subjects. This specifically includes the wages, benefits, hours and terms and conditions of employment of members of the bargaining unit.

## **Article 19 Consumer Rights**

### **19.1 Information Regarding Consumers**

This Agreement shall not be interpreted as to require the Employer to release confidential personal information regarding any consumer of in-home care services to the Union without the written permission of any such consumer. Personal information includes, but is not limited to: names, addresses, telephone numbers, email addresses, any identification numbers including social security numbers or any other personal information regarding consumers.

### **19.2 Consumer Confidentiality**

Union representatives and individual providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information pertaining to consumers obtained from any source unless the disclosure is with the express written consent of the consumer or compelled by legal processes or otherwise required by law.

### **19.3 Non-Waiver**

The above enumerations of consumers' rights are not inclusive and do not exclude other rights not specified, including those rights and authority provided under the law. The exercise or non-exercise of rights retained by the consumer shall not be construed to mean that any right of the consumer is waived; including, but not limited to the statutory right of consumers and prospective consumers to select, hire, supervise the work of, and terminate any home care worker.

## **19.4 Consumers Not Subject to Grievance Procedure**

No action taken by the consumer with respect to this Article or any consumer rights shall be subject to the grievance and arbitration procedures provided for in this Agreement.

## **Article 20 Policies and Practices**

### **20.1 Medicaid Integration Projects**

Workers performing services as individual provider home care workers under Medicaid Integration Projects shall be members of the bargaining unit and this Agreement shall be in full force and effect with respect to such home care workers for all covered hours of work for such workers described in RCW 74.39A.240.

### **20.2 Hours Cuts**

Whenever the consumer suffers a reduction in hours or seeks an increase in hours, the Employer will make a reasonable effort to consult with the consumer's individual provider prior to making a final determination.

### **20.3 Cash and Counseling**

In the event that the Employer implements any "Cash and Counseling" or similar program, workers employed by consumers under such program(s) shall be members of the bargaining unit and this Agreement shall be in full force and effect with respect to all covered hours of work for such workers described in RCW 74.39A.240.

### **20.4 Provider Reclassification**

The Employer shall not reclassify or cause to be reclassified any individual provider home care worker unless requested by the individual provider.

### **20.5 Exclusion**

In no event shall any task, type of work or hours of work that are not typically authorized as personal care under the Employer's Medicaid personal care, community options program entry system, chore services program, or respite care program, or respite care or residential services and support to persons with developmental disabilities under RCW 71A.12 or respite care as defined in RCW 74.13.270, be considered covered work or covered hours of work under this Agreement, and this Agreement shall not be in force and effect with respect to such work or hours of work.

### **20.6 Delivery of Quality Home Care Services**

The Employer and the Union agree that they have a mutual interest in promoting and ensuring quality in the home care sector. Changes to the existing system needed to realize this quality may include, but are not limited to, care integration across programs and settings, the provision of holistic care, the improvement of services for consumers with complex needs, and the development of metrics needed to measure improvements in health and other defined outcomes. The parties agree to communicate openly with each other about ideas that would improve the quality of services to consumers. The Union Management Communications Committee may be a forum for these discussions.

## **Article 21 Hours of Work**

### **21.1 Hours of Work when Consumers have Complex Behavioral and Cognitive Issues**

Effective September 1, 2007, the Employer shall increase the hours of work for individual providers working for consumers with complex behavioral and cognitive issues by:

- A. Introducing a "behavior score" to CARE that will add authorized hours based upon the frequency and severity of problem behaviors. Each of the behaviors measured in CARE will be weighted based on severity and frequency of occurrence and the result will be a "behavior score" between one (1) and four (4) that will be added to the considerations that determine the authorization of hours by the CARE tool.

B. Establishing two (2) new classification categories in CARE for extremely high Activities of Daily Living CARE tool scores. These new classifications would involve clinically complex care giving and/or care giving involving moderate to severe cognitive impairments. When consumers qualify for more than one classification category they will be placed in the category with the highest base hours.

## Article 22 Retirement Benefits

### 22.1 Intent

It is the intent of the parties to develop a new model of retirement benefits that provides retirement security for home care workers and that manages risk for the Employer and union members. The parties commit to work jointly to develop this model.

### 22.2 Development of a Retirement Benefit Trust

At such time that the parties have negotiated an Employer contribution towards a retirement benefit, the parties shall join a multi-employer Taft-Hartley trust for the purpose of providing retirement benefits to unionized home care workers in Washington State. The Employer agrees to become and remain a participating member of the trust.

### 22.3 Development Funding

The Union shall, through its national benefits staff, arrange for research and staff support to the parties to support the joint effort of the parties to develop this new model of retirement benefits.

## Article 23 Uninterrupted In-Home Care Services

23.1 Neither the Union, the individual provider home care workers or their agents shall, directly or indirectly, authorize, assist, encourage and/or participate in any way in any illegal strike activity, walkouts, slowdowns, sickouts or other similar interference with services to consumers provided by individual providers. The Union, individual provider home care workers and their agents shall not, for purposes of enforcing this Agreement, conduct picketing against the Employer and any or all branches and departments of Washington State government, the State of Washington, its agents and/or its representatives. The Union, individual provider home care workers and their agents shall not picket for any reason against consumers in locations where individual providers perform services. In the event that the Employer believes that any such activity is imminent or is occurring, the Employer's representative shall contact the President or Secretary-Treasurer of the Union prior to taking any personnel or legal action in order to afford the Union the opportunity to inform its members of this contract provision and the law.

23.2 In recognition of consumers' right to select, hire, supervise the work of, and terminate any individual provider providing services to them, the parties agree that the Employer does not have the authority to lock out the Union or the individual providers.

## Article 24 Savings or Separability Clause

24.1 This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

24.2 In the event of such invalidation, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

## Article 25 Complete Agreement

25.1 The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further understood that this Agreement fully and completely sets forth all understandings and obligations between the parties, constitutes the entire Agreement between the parties, and both parties in their own behalf and on behalf of their respective members waive any and all claims or demands they have made or could have made for any acts or omissions by either party or their respective members, agents, employees or assigns.

25.2 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral or written statement shall add to or supersede any of its provisions unless mutually agreed to by the parties and as otherwise provided for in this Agreement.

## Article 26 Term of the Agreement

26.1 Except for those provisions requiring a legislative appropriation of funds, this Agreement shall go into full effect July 1, 2009, and shall continue in full effect, unless amended by mutual written agreement of the parties, through June 30, 2011. Those provisions requiring a legislative appropriation shall go into full effect on July 1, 2009 or as otherwise provided for in this Agreement, if approved.

26.2 The parties shall begin negotiations for a successor agreement no later than April 1, 2010. If no successor agreement has been reached, or if the legislature has not approved appropriations required to fund the economic provisions of a successor agreement as of June 30, 2011, all the terms of this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the expiration date of this Agreement.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 15<sup>th</sup> day of October, 2009.

For the Service Employees International Union Healthcare 775NW:

  
David Rolf  
President

For the State of Washington:

  
Christine O. Gregoire  
Governor

  
Diane Lutz, Chief Negotiator  
OFM Labor Relations Office

## Appendix A Wage Scale

Effective July 1, 2009 – June 30, 2011

Cumulative Career Hours Wage	Hourly Rates
0-2000	\$10.03
2001-4000	\$10.17
4001-6000	\$10.33
6001-8000	\$10.46
8001-10000	\$10.61
10001-12000	\$10.76
12001-14000	\$10.91
14001 plus hours	\$11.07

Note: Wages shall be adjusted upwards by one dollar (\$1.00) an hour for individual providers who perform duties as mentors, preceptors, or trainers as assigned by the Employer, its contractors or subcontractors.

## Appendix B Definitions

For purposes of this Agreement, the following definitions shall apply. This is not a complete list of all terms found in this Agreement.

**Individual provider (also referred to as home care worker or caregiver):** a person, including a personal aide, who has contracted with the Department to provide personal care or respite care services to functionally disabled persons under the Medicaid personal care, community options program entry system, chore services program, or respite care program, or to provide respite care or residential services and support to persons with developmental disabilities under chapter 71A.12 RCW, or to provide respite care as defined in RCW 74.13.270 and who solely for the purpose of collective bargaining is employed by the Employer as provided in RCW 74.39A.270.

**Home Care Quality Authority (HCQA):** an agency established to regulate and improve the quality of long-term in-home care services by recruiting, training, and stabilizing the work force of individual providers as defined in RCW 74.39A.230.

**Consumer:** a person to whom an individual provider provides any such services.

**SEIU Healthcare 775NW (also referred to as Union):** sole and exclusive bargaining representative for the statewide bargaining unit of individual providers as defined in RCW 74.39A.270. [www.seiu775.org](http://www.seiu775.org).

**Department (also referred to as Payor):** the Washington State Department of Social and Health Services (DSHS). [www.dshs.wa.gov](http://www.dshs.wa.gov).

**Advocate:** an individual provider covered by the Collective Bargaining Agreement authorized in writing by SEIU Healthcare 775NW to engage in representational activities.

**Worker Representative:** an individual provider covered by the Collective Bargaining Agreement who may perform a variety of duties as defined by the Union.

**Union Representative:** an authorized bargaining representative employed by SEIU Healthcare 775NW.

**Registry:** a referral registry of individual providers and prospective individual providers established in order to provide assistance to consumers and prospective consumers in finding individual providers and prospective individual providers and as provided in RCW 74.39A.250.

**ADA:** the Americans with Disabilities Act. Used in this Agreement, it means buildings or locations that are accessible to persons with disabilities or compliant with local laws which define accessibility.

**PERC:** the Public Employment Relations Commission. A neutral state agency that is charged with the administration of state collective bargaining laws to ensure the public of quality public services. [www.perc.wa.gov](http://www.perc.wa.gov).

**RCW:** the Revised Code of Washington. All of the state laws have numbers which start with RCW. You can find the RCWs referred to in this Agreement at the legislature's web site, [www.leg.wa.gov/legislature](http://www.leg.wa.gov/legislature).

## Important Phone Numbers for Home Care Workers



<b>SEIU Healthcare 775NW Member Resource Center</b>	<b>(866) 371-3200</b>	<b><a href="http://www.seiu775.org">www.seiu775.org</a></b>
<b>Send a message to the Governor and your legislators</b>	<b>(800) 562-6000</b>	<b><a href="http://www.leg.wa.gov">www.leg.wa.gov</a></b>
<b>Questions about health, dental, and vision insurance</b>	<b>(866) 371-3200</b>	<b><a href="http://www.myseiubenefits.org">www.myseiubenefits.org</a></b>
<b>Workers compensation claims or information</b>	<b>(866) 897-0386</b>	<b>Sedgewick CMS</b>
<b>Home Care Quality Authority and Referral Registry</b>	<b>(800) 970-5456</b>	<b><a href="http://www.hcqa.wa.gov">www.hcqa.wa.gov</a></b>