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**COLLECTIVE  
BARGAINING  
AGREEMENT**



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**THE STATE OF WASHINGTON**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION HEALTHCARE 775NW**

**EFFECTIVE**

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



**2021-2023**

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**SERVICE EMPLOYEES INTERNATIONAL UNION 775  
HOME CARE WORKERS  
2021-2023**

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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 775 hereinafter referred to as the "Union," and in accordance with the provisions of [RCW 74.39A.270](#).

## **ARTICLE 1 RECOGNITION**

SEIU 775 (“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 775 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 OFM/State Human Resources/Labor Relations Section (LRS) 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 to Employer Premises**

Duly authorized representatives of the Union shall 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 Access to New Individual Providers during the Contracting Process and Safety and Orientation Trainings**

A. Both parties mutually agree that union access to contracting should not create a barrier to individual providers becoming contracted in a timely manner and/or lead to delays in providing client care.



- B. The Union will be provided the opportunity to meet with new individual providers for thirty (30) minutes during the contracting process in non-public areas. Wherever possible and within existing resources, the Employer and its agents will consolidate contracting appointments into one (1) or two (2) designated session(s) per week, will consolidate contracting appointments into group sessions and will inform the Union of the designated session(s) for each office. In-person meetings between individual providers and authorized representatives of the Union will not include the Employer or its agents.
- C. Wherever possible and within existing resources, the Employer's offices that are co-located within the same building with other agencies and contractors of the Employer that have less than an average of seven (7) individual providers per office contracted per week shall:
  - 1. Consolidate all contracting into one (1) office at the Employer's discretion, or
  - 2. Share contracting responsibilities among the offices so that no one (1) office is hosting contracting appointments more than once per week.
- D. The Employer will make every effort to consolidate in accordance with Subsection 2.3 A-C. The parties may mutually agree to have more than two (2) sessions to meet the demand however, the final decision regarding consolidation is determined by the Employer.
- E. Individual providers will not be required to meet with Union representatives and will not suffer discrimination or retaliation as a result of their choice to meet or not to meet. The Employer and their agents will remain neutral, and will not either encourage individual providers to meet or discourage them from meeting with Union representatives.
- F. In some cases, various circumstances such as scheduling conflicts, rural locations, emergent client needs or unanticipated matters require contracting appointments outside of the designated session(s) for a particular office. In these exceptional circumstances the State will, on a weekly basis, provide a list to the Union of contracted individual providers that did not attend contracting appointments during designated session(s). The Employer will provide this list through a mutually agreed-upon secure method.
- G. The parties agree to use and expand telephonic and/or video conferencing in offices where such interfacing could be feasible to facilitate union access.

If the Employer's office has regularly scheduled recurring times for individual providers to view the initial safety and orientation training, the Employer will make the Union aware of these reoccurring meetings on an annual basis. The Employer

will also provide fifteen (15) minutes for a Union representative to meet with the individual provider(s).

#### **2.4 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 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.

#### **2.5 Websites**

Websites maintained by the Employer 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](#).

#### **2.6 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.

#### **2.7 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 (20 lb.) 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](#).
- D. The Union agrees to reimburse the Department for any increase in postage costs arising from the inclusion of the Union materials.
- E. When feasible, the Employer shall provide the Union at least fourteen (14) days advance notice prior to sending a mail communication to the entire individual provider group, or any subgroup of at least one-thousand (1,000) providers. In the event fourteen (14) days advance notice is not feasible, the Employer will send the notice to the Union as soon as possible, but at a minimum, at the same time the notice is sent to the entire individual provider group or subgroup of at least one-thousand (1,000) providers.

## **2.8 Union Communications through Payroll Website**

- A. Link to Union Website  
The Employer shall display a link to the Union website on the opening webpage of the online payroll website. The landing page for the Union website link supplied on the payroll website must be in compliance with [RCW 45.52](#).
- B. Notification of Message from Union  
When a home care worker logs into the payroll website, the initial screen will include a notification of new message(s) from the Union. The notification box on the initial page shall be sufficient to provide detail of sender and subject of the message. The subject matter and content of the notification message shall be in conformance with Chapter [RCW 42.52](#). The Union shall provide materials to be included in the notification message no later than twenty-one (21) days prior to the day the notification will be sent.

## **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 17](#), 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 15](#), 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 17](#), Duty to Bargain (specific to contracting out of bargaining unit work) and [Article 28](#) Successorship.
- 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 \(5\)](#) 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 DEDUCTION OF DUES, CONTRIBUTIONS AND FEES**

**4.1 Union Membership and Deduction of Dues and Fees**

- A. Upon proper authorization by a home care worker of the Union for dues deduction in accordance with [RCW 41.56.113\(1\)\(a\)](#), the State as payor, but not as the Employer, shall cause the appropriate entity or agency to deduct the amount of dues from each home care worker's payment for services (paycheck, direct deposit or debit card).

- B. By the 10<sup>th</sup> of each month the Employer will send the Union the 05 interface file including name, address, social security number and provider number for all workers with authorized hours for the month. The Union will provide a nightly file to the Employer containing which home care workers have affirmatively authorized dues deductions in accordance with [RCW 41.56.113\(1\)\(a\)](#). The nightly file to the Employer will include an attestation from the Union of the authenticity and accuracy of such list and that the Union has received voluntary, affirmative authorization from each individual listed. The Union will provide copies of the authorizations upon request of the State within ten (10) calendar days, unless the request is for more than one hundred (100) authorizations, in which case the parties will agree on an appropriate timeframe, which in no case will be longer than thirty (30) days. The Employer will deduct dues for any home care worker for whom it has received notice of authorized dues deduction in interface 02 no later than one (1) day prior to the payroll start date.
- C. The Employer shall honor the terms and conditions of each home care worker's signed membership card.

#### **4.2 Voluntary Deductions**

Upon receipt of proper authorization for such deductions from the home care worker or the Union, the Employer shall cause the appropriate entity or agency to deduct and transmit voluntary contributions from each home care worker's payment for services, to two (2) funds designated by the Union or to the Union itself. The Employer shall allow deductions to such a fund or committee to be made in any amount specified by the home care worker. The deductions shall be transferred at least monthly by electronic means.

#### **4.3 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.

#### **4.4 Indemnify and Hold Harmless**

The Union and each home care worker agree 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 any home care worker based on information from the Union and 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 Collected and Provided**

- A. File 1, which shall contain the following:
1. 9-digit ProviderOne ID number
  2. First name
  3. Middle name
  4. Last name
  5. Social security number
  6. Home phone number (All telephone numbers shall conform to the '(xxx) xxx-xxxx' format.)
  7. Wireless telephone number (All telephone numbers shall conform to the '(xxx) xxx-xxxx' format.)
  8. Address type
  9. Address 1
  10. Address 2
  11. Address 3
  12. City
  13. State
  14. Zip
  15. Address start date
  16. Electronic mail addresses
  17. Date of birth
  18. Gender
  19. Marital status
  20. Primary preferred language

21. Hire date (Hire date shall be defined as the first date the home care worker was authorized to start work.)
22. Termination date (If multiple termination dates exist, the last termination date will be provided.)
23. Reason for termination (whether termination is for convenience or default as stipulated in the Individual Provider Client Service Contract).

B. File 2, which shall contain the following:

Information as to each individual in the bargaining unit for each service provided, for each client, totaled by pay period, for each pay period in the periods covered by the dues payment remitted to the Union:

1. 9-digit ProviderOne ID number
2. First name
3. Middle name
4. Last name
5. Voluntary deduction type(s), including deduction and remittances to the Health Benefits Trust or its agent.
6. Voluntary deduction amount(s)
7. Union dues deduction amount
8. Wage rate
9. Certification differential rate
10. Advanced training differential rate
11. Pay period start date
12. Pay period end date
13. Month of service
14. Units worked
15. Units type
16. Service code



17. Service description
  18. RAC
  19. RAC name
  20. Gross pay
  21. Net paid
  22. Union member type
  23. Paid time off hours paid
  24. Paid time off hours forfeited
  25. Paid time off hours balance (rolling total should include the hours earned/used/forfeited on each row).
  26. Cumulative lifetime hours worked as an individual provider (CCH balance – rolling total should include the hours worked on each row).
  27. Caseworker identification number
  28. Caseworker reporting unit
  29. Reporting unit
  30. Relationship to consumer Employer (including whether or not the home care worker is a family member as defined by [RCW 74.39A.076](#)(1), and any additional details regarding family relationship between the home care worker and the client collected by the State).
  31. Check date
  32. RA number
- C. File 3, which shall contain the “Union Remittance Advice Report,” shall contain the following:
1. 9-digit ProviderOne ID number
  2. First name
  3. Middle name
  4. Last name

5. Social security number
  6. Service year
  7. Service month
  8. Dues deduction amount
  9. Voluntary deduction amount
  10. Dept. paid hours
  11. Service hours
- D. The data in File 1, File 2 and File 3 shall be complete.
  - E. The data in File 1, File 2 and File 3 shall cover the same time period as the dues payment remitted to the Union.
  - F. The sum of the individual union dues deduction amounts in File 2 shall exactly match the amount of the dues payment remitted to the Union. The sum of the voluntary deduction amounts in File 2 shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.
  - G. DSHS shall provide File 1, File 2 and File 3 for each payroll reporting period monthly.
  - H. Where an Individual Provider provides multiple different services and/or provides services to multiple different clients, individual records per service per client shall be generated. The Individual Provider's identifying information shall be consistent across these records.
  - I. Voluntary deductions shall be reported according to the format and/or file layout mutually agreed upon for File 2. If an Individual Provider has a record in File 2, that Individual Provider shall have a corresponding record in File 1.
  - J. The Employer and the Union shall coordinate to reconcile any questions about the bargaining unit information and records.
  - K. Subject to the data share and confidentiality agreement executed by the parties, the Individual Provider's social security number will be sent in a secure electronic format.
  - L. The Employer will collect and provide the Union with the information listed below on a daily basis:
    1. 9-digit ProviderOne ID number
    2. Full name

3. Mailing address 1
4. Mailing address 2
5. City
6. State
7. Zip
8. Telephone number
9. Social security number
10. Standard
11. Standard tracking date
12. Reporting unit that IP is assigned to
13. Adult child
14. Adult child tracking date
15. Parent provider DDD
16. Parent provider DDD tracking date
17. Parent provider non DDD
18. Parent provider non DDD tracking date
19. Limited hours
20. Limited hours tracking date
21. Safety and orientation
22. Safety and orientation tracking date
23. Authorization termination flag
24. Respite
25. Respite tracking date
26. Email

- 5.2** A. The Employer shall collect and provide payroll information about each member of the bargaining unit to the Union once a month after the previous month's payroll has finished processing. This information will be transmitted to the Union electronically in a mutually agreed upon format. This Interface 05 file will include:

1. 9-digit ProviderOne ID number
2. Social security number
3. First name
4. Middle initial
5. Last name
6. Record type
7. Trust code
8. Addresses (both physical and mail)
9. Phone
10. Span hours authorized
11. Service year
12. Service month
13. Service date (yyyy-mm-dd)
14. Service hours
15. Service code
16. Service code modifier

17. Service code description
18. Hours code
19. Dues deduction
20. All other voluntary deductions
21. Pay rate
22. Gross pay
23. Date to be paid
24. Method of pay (paycheck)

B. By the 10<sup>th</sup> of each month the Employer will send the Union the 05 Interface file including name, address, social security number and provider number for all workers with authorized hours for the month.

### **5.3 Privacy**

Unless otherwise provided for under [RCW 42](#), 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](#).

The State will notify the Union of third-party requests for lists of private information subject to this provision.

## **ARTICLE 6 PRODUCTION OF AGREEMENT**

**6.1** 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.

**6.2** 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.

- 6.3** 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.
- 6.4** 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 7 GRIEVANCE AND DISPUTE RESOLUTION**

**7.1 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.

**7.2 Grievance Definition**

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

**7.3 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. Upon the hiring of the first Individual Provider, the Consumer Directed Employer shall provide the Union with the contact information of their designated representatives for informal resolution.

For grievances related to the Employer's payroll system, the Union shall have up to forty-five (45) calendar days from the alleged violation, or up to forty five (45) calendar days from when the home care worker or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance, to engage in the informal process. If the issue is not resolved informally, and/or remedies are not

granted, the Union shall have thirty (30) additional calendar days to submit a written grievance, in accordance with Step 2 of Article 7.3.

#### 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. Individual Provider grievances shall be submitted by email to [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov). Grievances as a result of employment or actions with the Consumer Directed Employer will be processed with the contact information provided in Step 1.

The Employer or the Employer's designee shall meet with the grievant and their 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, within thirty (30) calendar days of the request for arbitration, or, upon failure to agree upon an arbitrator, the Union shall, within forty-five (45) calendar days of the original request for arbitration, request a list of seven (7) arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator within fourteen (14) calendar days of receiving the list 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.

### **7.4 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 8 COMPENSATION**

### **8.1 Wages**

Effective July 1, 2021, current home care workers will be placed on a step commensurate with their IP hours of work retroactively calculated to July 1, 2005. In addition, effective July 1, 2022, all home care workers will be placed on a step that also includes their verifiable hours of work as a Medicaid-contracted home care agency direct care worker retroactively calculated to July 1, 2017. Individual

providers who wish to receive credit for their home care agency direct care work must produce, within sixty (60) days of signing their individual contract with the Employer, a letter from their other Employer(s) or Employer-provided payroll records verifying direct in-home care hours worked since July 1, 2017. Providers who are already working as individual providers but were never given credit for their home care agency experience may submit, by May 1, 2022, a letter from their previous Employer(s) or Employer-provided payroll records verifying direct in-home care hours worked since July 1, 2017. Bargaining unit home care workers will be paid according to the wage scales 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 not including time spent as mentors pursuant to [Section 8.2](#). 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 scales. 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.

### **8.2 Certification Differentials and Mentor, Preceptor, and Trainer Pay**

Employees who hold a valid Home Care Aide certification or who are exempt from certification under [RCW 18.88B.041\(1\)\(a\)\(i\)\(A\)](#) shall be paid an additional twenty-five cents (\$0.25) per hour differential to their regular hourly wage rate.

Employees with a valid Home Care Aide certification or who are exempt from certification under [RCW 18.88B.041\(1\)\(a\)\(i\)\(A\)](#) or (B) who complete advanced training (as set forth in Training Partnership curriculum) shall be paid an additional twenty-five cents (\$0.25) per hour differential to their regular hourly wage rate. This advanced training differential stacks on top of the certification differential described above (e.g., an employee who has completed the home care certification and the advanced training requirements shall be paid fifty cents [\$0.50] above their regular hourly wage rate).

### **8.3 Mileage Reimbursement**

Home care workers shall be compensated when the IP drives 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 one-hundred (100) miles per month per consumer.

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



**8.4 Advanced Home Care Aide Specialist (AHCAS) And Advanced Behavioral Home Care Aide Specialist (ABHCAS) Differential**

Individual providers with a valid Home Care Aide certification or who are exempt from certification under [RCW 18.88B.041\(1\)\(a\)\(i\)\(A\)](#) or (B) or [RCW 18.88B.041\(1\)\(c\)](#) and have completed seventy (70) hours of basic training, or advanced training provided by the Training Partnership and complete the advanced training described in the [Article 15.11](#) or [Article 15.12](#) shall be paid an additional seventy five cents (\$0.75) per hour differential added to their regular hourly wage rate. This AHCAS or ABHCAS differential stacks on top of the certification differential described in [Section 8.2](#), if applicable, and the advanced training differential in [Section 8.2](#).

**8.5 Administrative Time**

Individual providers shall be compensated an additional fifteen (15) minutes per pay period for the purposes of recording and submitting timesheets.

**ARTICLE 9  
COMPREHENSIVE HEALTH CARE BENEFITS**

**9.1 Coverage**

The Employer agrees to make periodic contributions on behalf of all home care workers covered by this Agreement to the SEIU Healthcare NW Health Benefits Trust Fund (“Trust”) in the amount specified in [Section 9.2](#) 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.

**9.2 Contributions**

Effective July 1, 2021, the Employer shall contribute three dollars and seventy-nine cents (\$3.79) per Department-paid hour worked by all home care workers covered by this Agreement to the Trust, two and one-half cents (\$.025) of which may be used for a Health and Safety Benefit. Effective July 1, 2022, the Employer shall contribute three dollars and ninety-eight cents (\$3.98) per Department-paid hour worked by all home care workers covered by this Agreement to the Trust, two and one-half cents (\$.025) of which shall be used for a Health and Safety Benefit. Department-paid hours shall not include administrative time in [Section 8.5](#), consumer participation hours, training hours, paid time off or vacations.

Contributions required by this provision shall be paid to the Trust on or before the twenty-fifth (25<sup>th</sup>) day of the month following the month in which service hours are paid. 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 Trust or its designee.

Eligibility for health care benefits shall be determined solely by the Board of Trustees. Contributions for the Health and Safety Benefit will be paid to the Trust, which will administer any program established with these funds. The use of the

negotiated funds for health and safety will be determined by the Board of Trustees of the Health Benefits Trust.

The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. Ongoing costs for deduction of home care worker premiums for health care shall be paid by the Employer. At least thirty (30) days' notice of changes in deduction amounts must be given to allow the Employer to implement requested changes.

**9.3 Payroll Deductions**

With adequate advance notice of no fewer than thirty (30) days, 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 shall be paid by the Employer in accordance with [Section 12.6](#).

**9.4 Purpose of Trust**

For the purposes of offering health care, dental vision care, and other benefits or programs authorized by the Board of Trustees 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.

**9.5 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.

**9.6 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 that relates to the benefits provided by the Trust of the Trust's actions.

**ARTICLE 10  
WORKER'S COMPENSATION**

**10.1 Worker's Compensation Coverage**

The Employer shall provide worker's compensation coverage for all home care workers in the bargaining unit. All home care workers shall complete any required health and safety training.

**10.2 Worker's Compensation Premiums**

The home care worker premium share for worker's compensation insurance shall be paid by the Employer. If applicable laws or rules prevent the Employer from paying the premium share at any time during the life of this Agreement, the Employer shall adjust each step of the wage scale established under [Article 8](#), Compensation of this Agreement upward by an amount equivalent to the home care worker premium share for worker's compensation insurance.

**10.3 Third-Party Administrator**

The Employer may contract with a third-party administrator in order to administer the worker's 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 worker's compensation fraud.

**ARTICLE 11  
PAID TIME OFF**

**11.1 Accrual**

Home care workers shall be eligible for paid time off (PTO). Effective July 1, 2021, accrual of PTO shall be one (1) hour of PTO for every twenty-five (25) hours worked and shall cap at one-hundred and thirty (130) hours.

**ARTICLE 12  
PAYROLL, ELECTRONIC DEPOSIT AND TAX WITHHOLDING**

**12.1 Payroll System Implementation**

The Payroll 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, Taft-Hartley fund contributions, taxes, union deductions, wage garnishments, and other purposes, and processing and remitting deducted or garnished funds to the appropriate party; providing for fax, web-based and mobile device application reporting of hours; providing for direct deposit into multiple bank or other financial institution accounts; and, upon reasonable notice, 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.

## **12.2 Payroll System Payment Timelines**

The Payroll System will pay individual provider home care workers on a twice-monthly basis. Individual providers will be paid on the first and sixteenth (16<sup>th</sup>) day of each month. If the first or sixteenth (16<sup>th</sup>) day of the month falls on a Saturday, individual providers shall be paid on the previous Friday. If the first or sixteenth (16<sup>th</sup>) day of the month falls on a Sunday or recognized federal holiday, payment shall be made on the subsequent business day which is not a recognized federal holiday. Hours reported by the individual provider on or before the fifteenth (15<sup>th</sup>) day of each month, shall be paid on the first of the following month. Hours reported by the individual provider on or after the sixteenth (16<sup>th</sup>) day of the month shall be paid on the sixteenth (16<sup>th</sup>) day of the following month. Unless prohibited by law, deductions may be divided between the bi-monthly payments.

The Employer will notify an individual provider, via the contact information provided, within forty-eight (48) hours of processing a timesheet if there is a problem with how the individual provider is reporting their hours. If the individual provider corrects the error prior to the payroll cutoff date for the pay period, they will be paid within that pay period. Individual provider initiated changes made to a timesheet after the published cutoff and changes to individual provider or client eligibility that impact payment are not subject to these timelines.

**[NOTE: The language of Article 12.2 below will become effective upon implementation of the Consumer Directed Employer (CDE) for an IP.]**

## **12.2 Payroll System Payment Timelines**

*The Payroll System will pay individual provider home care workers on a bi-weekly basis. Individual providers will be paid every other week for a total of twenty-six (26) paydays per calendar year. If a pay date falls on a recognized federal holiday, payment shall be made on the previous business day which is not a recognized federal holiday. The State and Union will jointly agree on the pay-date schedule.*

*The Employer will notify an individual provider, via the contact information provided, within forty-eight (48) hours of processing a timesheet if there is a problem with how the individual provider is reporting their hours. If the individual provider corrects the error prior to the payroll cutoff date for the pay period, they will be paid within that pay period. Individual provider initiated changes made to a timesheet after the published cutoff and changes to individual provider or client eligibility that impact payment are not subject to these timelines.*

## **12.3 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. The

parties acknowledge the time necessary to correct errors in payments depends on the underlying nature of the error. The Employer shall identify causes and solutions to problems within a reasonable period of time but in no event more than five (5) business days from when the problem was reported.

Once the cause of the error has been identified, payment will be made as soon as possible but no later than ten (10) business days. The Union and the Employer agree to utilize the current electronic process through which complaints can be escalated, documented and resolved.

#### **12.4 Late Payment Fees**

The parties agree to follow the guidelines for late or inaccurate payment remedies established in the “Global Remedies Agreement” between the State of Washington and the Union, as in effect on July 1, 2020.

#### **12.5 Electronic Deposit or Debit Card**

Home care workers shall have the right to authorize electronic deposit into their designated account or debit card for any payment issued to them for services or other reimbursement. Debit cards will be sent to the providers within four (4) business days of the request and will be capable of being activated upon receipt.

#### **12.6 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, Medicare contributions, and any other taxes or public insurance fees required to be deducted by federal or state law.

The Employer will provide individual providers with a W-4 tax form and Federal Tax Income (FIT) notice. Any changes to the FIT notice will be provided to the Union at least fourteen (14) days before it is sent to the bargaining unit.

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

The Employer shall determine the costs associated to implement the provisions of this agreement. The Employer shall bear the costs for any changes to payroll or payment systems and these costs shall be included in the cost of the overall Agreement. If the Union requests programming changes not otherwise covered or required by this Agreement, the parties will meet to discuss prioritization, capacity and funding.

#### **12.8 Quality Assurance Metrics for IPOne**

The Labor Management Committee shall discuss and review the performance of the IPOne customer call center.

#### **12.9 Payroll System Outreach and Education**

During the life of this agreement, the Employer will provide general communication to IPs including, but not limited to, claiming PTO and Continuing Education (CE) hours.

## **ARTICLE 13 NO DISCRIMINATION**

- 13.1** 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, being a victim of domestic violence, sexual assault or stalking, marital status, national origin, ancestry, gender identity, gender expression, 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.
- 13.2** 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 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.
- 13.3** The Employer embraces the goal of creating equal employment opportunities and affirmative recruitment to ensure a diverse workforce.

## **ARTICLE 14 REFERRAL REGISTRY**

- 14.1 Eligibility for State-Run Referral Registry**  
Any member of the bargaining unit who is seeking new consumers or additional hours, and who has completed the legally required amount of training or other training as may be determined by the Department of Social and Health Services, 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.
- 14.2 Seniority Preference for State-Run Referral Registry**  
Where consumer choice factors are equal, seniority shall prevail in determining the order of referral on any referral registry operated by the Employer.

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.

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

### **14.3 Removal from the State-Run Referral Registry**

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

- A. Upon request, a worker is removed from the referral registry because they are not seeking additional referrals from the registry; or
- B. Upon request, a worker is temporarily removed from active status on the registry because they are not seeking additional referrals or more consumer hours on a temporary basis; or
- C. A worker has worked no hours as an individual provider for twelve (12) or more consecutive months; or
- D. For just cause, including the failure of an individual provider to meet the requirements set forth in [RCW 74.39A.250\(1\)](#) or pursuant to [RCW 74.39A.250\(2\)](#), after a worker commits misfeasance or malfeasance in the performance of duties as an individual provider; or
- E. When a worker does not respond to three (3) consecutive attempts by registry staff following a consumer referral request, they will be removed from active status after thirty (30) days. The worker shall be reinstated to active-status upon request.

### **14.4 Election of Remedies for State-Run Referral Registry**

Any request for a fair hearing to contest the removal from the referral registry by or on behalf of the individual provider or prospective individual provider as provided under [RCW 74.39A.250\(2\)](#), shall be considered a waiver by the affected individual provider or prospective individual provider of their right to file a grievance to contest the removal from the referral registry.

### **14.5 Referral Registry Benefit Administered by a Third-Party Vendor Jointly Selected by the State and the Union**

- A. Referral Registry Benefit  
The parties agree a referral registry benefit shall be established and administered by a third-party vendor jointly selected by the State and the Union (“Referral Registry Benefit Vendor”) to provide an online and telephone based registry referral service for individual providers and Medicaid consumers. The vendor will facilitate an advisory committee between the parties to jointly steer deliverables and priorities. The registry will be available to Medicaid consumers directly and also for use by in-person referral assisters.

- B. Referral Registry Benefit Contribution  
Effective July 1, 2021, the Employer shall contribute to the Referral Registry Benefit Vendor three cents (\$0.03) per Department-paid hour worked by all home care workers covered by this Agreement.

Department-paid hours worked by all home care workers covered by this Agreement shall not include administrative time in [Section 8.5](#), consumer participation hours, training hours or paid time off.

#### **14.6 Information Required**

The Employer and the Union agree to cooperate with the Referral Registry Vendor in distributing information related to the registry benefit and in obtaining and providing such data as may be required by the Vendor.

### **ARTICLE 15 TRAINING**

#### **15.1 Training Partnership**

Pursuant to [RCW 74.39A.009](#) 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.

#### **15.2 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.

#### **15.3 Coverage**

The Employer agrees to make periodic contributions to the Training Partnership identified in [Section 15.1](#), on behalf of all home care workers covered by this Agreement, in the amount specified in [Section 15.4](#) below.

#### **15.4 Contributions**

Effective July 1, 2021, the Employer shall contribute to the Partnership forty-three and one-half cents (\$0.435) per Department-paid hour worked by all home care workers covered by this Agreement of which two and one-half cents (\$.025) can be



used to support the certification benefit and to defray the costs of certification and testing fees required by the Department of Health (DOH).

Department-paid hours shall not include administrative time in [Section 8.5](#), consumer participation, training hours, paid time off or vacation. These contribution levels are sufficient to fully pay for training that is legally required of IPs to maintain qualifications. Any fees or tuition charged to bargaining unit members by the Partnership for attendance at such legally required training shall be reported to the Employer on a monthly basis. The State's contribution amount under this Section will be reduced by the total of any such fees or tuition charged to bargaining unit members.

The Training Partnership shall defray the initial costs of certification and testing fees required by the Department of Health (DOH) or their testing agent for the bargaining unit members to remain qualified as individual providers. The Training Partnership may also use funds to pay for individual provider re-testing and for a provider's first certification renewal.

If the State is unsuccessful in receiving approval from the Center for Medicare and 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 Section shall be paid to the Partnership on the pay dates(s) determined by the parties following the State's selection of a payroll vendor in accordance with [Article 12](#), Payroll, Electronic Deposit, and Tax Withholding, but in any case no later than the twenty-fifth (25th) day of the month following the month for which service hours are paid. 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.

#### **15.5 Minimum Basic Training Requirements**

All legally required basic training, including orientation and safety, for individual providers shall be provided through the Partnership. Upon completion of the required basic training requirements, or upon termination, individual providers shall be compensated at their regular rate of pay for all hours spent in legally-required basic training.

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

#### **15.6 Minimum Continuing Education Training Requirements**

Each individual provider shall complete all legally required continuing education training through the Partnership as required by [RCW 74.39A.341](#). 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, and must be completed through the partnership as stated in [RCW 74.39A.360](#). No transfer of external credits will be granted unless mutually agreed upon by the Employer and the Partnership. Upon completion of required continuing education training from the Training Partnership, or upon termination, individual providers shall be compensated at their regular rate of pay for all hours spent in legally-required continuing education training.

#### **15.7 Exemptions from Minimum Training Requirements**

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.

#### **15.8 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.

Individual providers who are exempt from the seventy (70) hours of basic training requirements may elect to take the additional training required to become certified as a Home Care Aide. Any other individual provider who is exempted from basic training or continuing education requirements, or any portion thereof, may voluntarily enroll, subject to available funds, in any training offered by the Partnership for which that individual provider is otherwise eligible.

#### **15.9 Mentoring**

Pursuant to [RCW 74.39A.331](#), the Training Partnership shall offer a peer mentoring program to all new individual providers. 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 their 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. Time worked as a mentor will not count toward cumulative care hours.

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

**15.10 Advanced Training**

Pursuant to [RCW 74.39A.351](#), the Partnership shall offer advanced training for individual providers.

**15.11 Advanced Home Care Aide Specialist**

The parties agree to continue developing and implementing a new advanced skills training track designed for individual providers who support clients who are in the high-risk/high medical cost category and/or experience behaviors of significant frequency and intensity based on the criteria set by the parties.

1. AHCAS Individual Providers:
  - a. Must be an individual provider with (i) a valid Home Care Aide certification or (ii) exempt from certification under [RCW 18.88B.041](#) (1)(a)(i)(A) or (iii) [RCW 18.88B.041](#) (1)(a)(i)(B) and has completed seventy (70) hours of basic training, or advanced training provided by the Training Partnership; and
  - b. Must be working for a client who meets a set of criteria jointly determined by the Union and the Employer; and
  - c. Must successfully complete the AHCAS training and pass the proficiency test.
2. The Department and the Training Partnership will jointly develop curriculum that supports the role of the AHCAS for the individual providers participating in the program. The curriculum must advance the individual provider’s knowledge and skills beyond basic training using clearly identified learning objectives, competencies and methods to measure integration of specific skill sets.
3. Individual providers participating in this program will be compensated by the Employer at their regular rate of pay for up to seventy (70) hours per individual provider for the duration of the program regardless of whether the individual provider supports a client meeting the criteria at all times during the training.

**15.12 Advanced Behavioral Home Care Aide Specialist**

The parties agree to develop and implement a new behavioral health focused advanced skills training track designed for individual providers who support clients who are in the high-risk/high medical cost category and/or experience behaviors of significant frequency and intensity based on the criteria set by the parties.

1. ABHCAS Individual Providers:
  - a. Must be an individual provider with (i) a valid Home Care Aide certification or (ii) exempt from certification under [RCW 18.88B.041](#) (1)(a)(i)(A) or (iii) [RCW 18.88B.041](#) (1)(a)(i)(B)

and has completed seventy (70) hours of basic training, or advanced training provided by the Training Partnership; and

- b. Must be working for a client who meets a set of criteria jointly set by the Union and the Employer; and
  - c. Must successfully complete the ABHCAS training and pass the proficiency test.
2. The Department and the Training Partnership will jointly develop curriculum that supports the role of the ABHCAS for the individual providers participating in the program. The curriculum must advance the individual provider's knowledge and skills beyond basic training using clearly identified learning objectives, competencies and methods to measure integration of specific skill sets.
  3. Individual providers participating in this program will be compensated by the Employer at their regular rate of pay for up to seventy (70) hours per individual provider for the duration of the program regardless of whether the individual provider supports a client meeting the criteria at all time during the training.

#### **15.13 Training Curriculum and Instructors**

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

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

The parties agree that it is their intention that the Partnership will be capable of the following:

1. Providing all types of training required by law 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. Obtaining student course evaluations and providing a summary of the evaluations to the Employer upon request.
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.
12. The Training Partnership will obtain and make available to the Employer student credentialing information received from Department of Health as necessary for administration and enforcement. The Training Partnership will provide this information as a matter of convenience only and cannot guarantee the accuracy of the data it receives regarding DOH credentials. The Employers should refer to the DOH for the most accurate source of DOH credentialing.

#### **15.15 Access to Training**

A. Union Presentation Compensation

The parties agree that the Training Partnership shall provide the Union with reasonable access to its training classes, including providing the Union with technical support for online learning, in order for the Union to make presentation on Union issues. 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. The Employer agrees to compensate up to fifteen (15) minutes of time annually for a presentation on Union issues to all individual providers receiving the Union portion of required continuing education. Any additional time for a presentation on Union issues agreed upon between the Union and the Partnership shall not be paid by the Employer.

B. Employer Access to Training

The Partnership shall provide all statewide training schedules for all basic training, advanced training and continuing education courses, including dates, locations, times, seating capacity and the primary language in which the class will be taught, to facilitate the Employer's observation of training courses. The schedules shall be available to the Employer through the Training Partnership's My Benefits portal. The Training Partnership will allow access to those employees designated by the Employer.

**15.16 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 16  
LABOR MANAGEMENT COMMITTEE**

**16.1 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, or by the Department; and implementation of the provisions of [Section 19.6](#) of this Agreement.

**16.2 Meetings**

The parties shall meet monthly 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 Labor Management Committee (LMC) shall consist of up to five (5) representatives of the Union and up to five (5) representatives of the Employer. The Labor Management Committee (LMC) shall be co-chaired by a representative designated by the Union and a representative designated by 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 LMC 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 17  
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 18  
CONSUMER RIGHTS**

**18.1 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, dates of birth, addresses, telephone numbers, email addresses, any identification numbers including social security numbers or any other personal information regarding consumers.

**18.2 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.

**18.3 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.

**18.4 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 19  
POLICIES, PROGRAMS AND PRACTICES**

**19.1 Medicaid Integration Projects**

Workers performing services as individual provider home care workers under Washington Medicaid Integration Projects (WMIP), Medicare Integrated Care Projects (MICP), state programs to integrate care for dually eligible individuals, HealthPathWashington, or similar programs and entities 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 for the services described in [RCW 74.39A.240](#).

**19.2 Consumer Assessments**

Individual providers are part of the consumer assessment process. However, in some situations the caseworker conducting the consumer interview may make the determination that the consumer interview will be conducted without the presence of the individual provider. If the individual provider does not participate in the consumer interview, the caseworker will talk to the individual provider prior to completing the consumer assessment. 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. Individual providers will be informed of changes to the client's plan of care that impact the individual provider's work including new behaviors,

changes to existing behaviors and behaviors that pose a risk to the individual providers.

**19.3 Cash and Counseling**

In the event that the Employer implements or expands any “Cash and Counseling,” New Freedom or similar program, or self-directed or individual budget home care options 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](#).

**19.4 Provider Reclassification**

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

**19.5 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](#), or that would otherwise constitute covered services under [Section 19.1](#) above, 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. Nothing in this Article prevents the Employer or a contractor for the Employer from contracting with other provider types, including, but not limited to home care agencies, adult family homes, or nutritionists for services outlined in [Sections 19.1](#), [19.8](#) and [19.9](#) where a client has chosen to have services delivered by such a provider instead of an individual provider.

**19.6 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 Labor Management Committee may be a forum for these discussions.

**19.7 Changes to the Health Care Delivery System**

The parties recognize that during the life of this Agreement important changes may occur in the delivery of long term care services and supports. The Employer agrees to provide timely, written notice to the Union of any State Medicaid Plan and Medicaid Home and Community Based Care Waiver Amendments impacting



services covered by this Agreement as well as any changes to the delivery of services covered by this Agreement, and to fulfill its collective bargaining obligation regarding mandatory subjects of bargaining.

**19.8 Community First Choice Option (CFCO)**

Workers performing services as individual provider home care workers under Agency Model of Community First Choice Option, authorized in 42 CFR 441.545 and [RCW 74.39A.400](#), 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 when providing in home care services as defined in [RCW 74.39A.240](#), relief care, and allowed skills acquisition training tasks.

**19.9 Targeted Supports for Older Adults (TSOA) and Medicaid Alternative Care (MAC)**

Workers performing services as individual provider home care workers under the Medicaid 1115 waiver programs Medicaid Alternative Care and Targeted Supports for Older Adults 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 when providing in-home care services as defined in [RCW 74.39A.240](#) and housework and errands services.

**ARTICLE 20  
HOURS OF WORK**

**20.1 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 the Comprehensive Assessment Reporting Evaluation (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 (1) classification category they will be placed in the category with the highest base hours.

## **ARTICLE 21**

### **RETIREMENT BENEFITS**

#### **21.1 Establishment of a Defined Contribution Retirement Benefit Trust**

The Union and the Employer hereby agree to sponsor and create a joint labor and management (Taft-Hartley) defined contribution plan and trust fund, effective July 1, 2015. The Employer shall become and remain a participating Employer in the SEIU 775 Secure Retirement Trust (“Secure Retirement Trust”) during the complete life of this Agreement, and any extension thereof.

#### **21.2 Contributions to Retirement Trust**

Effective July 1, 2021, the Employer shall contribute to the Secure Retirement Trust: (i) eighty cents (\$0.80) per department-paid hour worked by all home care workers covered by this Agreement with seven-hundred one (701) or more cumulative career hours and (ii) fifty cents (\$0.50) per department paid hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours. Department-paid hours shall not include administrative time in [Section 8.5](#), consumer participation hours, training hours or paid time off. Effective with the transition of employment of any provider to the Consumer Directed Employer, contributions shall be paid on consumer participation hours for any provider employed by the Consumer Directed Employer.

#### **21.3 Indemnify and Hold Harmless**

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

#### **21.4 Trust Agreement**

The Employer and the Union hereby agree to be bound by the provisions of the Trust 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 Trust and their duly elected successors as its representatives on the Board. The Union accepts the Union Trustees of the Trust 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 census and other data.

## **ARTICLE 22**

### **UNINTERRUPTED CLIENT SERVICES**

**22.1** 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.

- 22.2** 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 23**

#### **SAVINGS OR SEPARABILITY CLAUSE**

- 23.1** 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.
- 23.2** 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 24**

#### **COMPLETE AGREEMENT**

- 24.1** 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 on 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.
- 24.2** 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 25**

### **TERM OF THE AGREEMENT**

#### **25.1 Effective Dates**

Except for those provisions requiring a legislative appropriation of funds, this Agreement shall go into full effect July 1, 2021, and shall continue in full effect, unless amended by mutual written agreement of the parties, through June 30, 2023. Those provisions requiring a legislative appropriation shall go into full effect on July 1, 2021 or as otherwise provided for in this Agreement, if approved.

#### **25.2 Successor Negotiations**

The parties shall begin negotiations for a successor agreement no later than April 1, 2022. If no successor agreement has been reached, or if the legislature has not approved appropriations required to fund the economic provisions of a successor agreement as of June 30, 2023, 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.

## **ARTICLE 26**

### **CONTRACTS, OVERPAYMENTS AND BACKGROUND CHECKS**

#### **26.1 Contract Renewal Process**

An individual provider whose client service contract is not renewed before the expiration date and is not sent a written notification by the department or its agents informing them that they are no longer permitted to work, will be allowed to work and be paid for the hours they work that are within the individual provider's work week limit and the client's authorized hours as verified by the individual provider's timesheet. Individual providers will be allowed to work and be paid until the contract renewal process is finished or until such time as the individual provider is sent written notification that they are no longer permitted to work.

#### **26.2. Criminal Background Checks**

An individual provider whose criminal background check is not completed within two (2) years of the previous criminal background check and is not sent a written notification by the department or its agents informing them that they are no longer permitted to work, will be allowed to work and be paid for the hours they work that are within the individual provider's work week limit and the client's authorized hours as verified by the individual provider's timesheet. Individual providers will be allowed to work and be paid until the criminal background check process is finished or until such time as the individual provider is sent written notification that they are no longer permitted to work.

### **26.3 Training**

An individual provider who has not completed their required training or certification by the appropriate deadline and is not sent a written notification by the department or its agents informing them that they are no longer permitted to work, will be allowed to work and be paid for the hours they work that are within the individual provider's work week limit and the client's authorized hours as verified by the individual provider's timesheet. Individual providers will be allowed to work and be paid until they complete their training and/or certification or until such time as the individual provider is sent written notification that they are no longer permitted to work.

### **26.4. Payment Plan**

Individual providers may be offered a payment plan for any overpayment collection.

## **ARTICLE 27 HEALTH AND SAFETY**

### **27.1 Safe and Healthy Working Environment**

The Employer recognizes the importance of providing a safe and healthy working environment for individual providers. Individual providers have a right to decline working for a client who lives in a situation which could threaten their health and safety. The individual provider shall report any unsafe or hazardous conditions to the Employer immediately.

Incidents or verbal and physical aggression, as well as sexual harassment, are an occupational hazard for many long-term care workers, including those who work in the homes of the person to whom they provide care. The risk may be outside the control of the individual receiving care due to the conduct of others in the home. The risk may be due to symptoms or conditions that can manifest with individuals communicating their needs in ways that an individual caring for the person may experience or interpret as harassment, abuse, or violence. In any event, caregivers should not have to experience discrimination, abusive conduct, and challenging behaviors without assistance or redress.

Adequate preparation of caregivers helps both the caregiver and person receiving care. Caregivers should be equipped with information, including relevant care plans and behavioral support interventions, existing problem-solving tools, and strategies to improve safe care deliver.

### **27.2 Safety Measures**

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. The Employer shall comply with all requirements under SB 6205, including:

- A. The Employer shall develop a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and challenging behavior and work to resolve issues impacting the provision of personal care, and the policy must include stated permission and a process for allowing workers to leave situations where they feel their safety is at immediate risk. This process must include a requirement to notify the Employer and applicable third parties such as Department of Social and Health Services' case managers, emergency services, or service recipient decision makers as soon as possible.
- B. The Employer shall implement a plan to prevent and protect employees from abusive conduct, to assist employees working in environments with challenging behavior, and work to resolve issues impacting the provision of personal care. This plan should be reviewed and updated as necessary and at least once every three years. The plan shall be developed and monitored by a workplace safety committee.
- C. The Employer may not terminate an employee, reduce the pay of an employee, or not offer future assignments to an employee for requesting reassignment due to alleged discrimination, abusive conduct, or challenging behavior.
- D. The Employer must inform an employee of instances of discrimination and abusive conduct occurring in or around the service recipient's home care setting prior to assigning the employee to that service recipient, and throughout the duration of service, if those instances are:
  - 1. Documented by the Employer; or
  - 2. Documented by the Department of Social and Health Services and communicated to the Employer.
- E. The Employer must inform an employee, prior to assigning the employee to a service recipient, of a service recipient's challenging behavior that is documented:
  - a. (i) In the service recipient's care plan;
  - b. (ii) By the Employer; or
  - c. (iii) By the Department of Social and Health Services and communicated to the Employer.
- F. The Employer must keep a record of any reported incidents of discrimination or abusive conduct experienced by an employee during the provision of paid personal care services. The records must be kept for at least five (5) years following the reported act.

- G. The Employer must provide a list or resources about discrimination and harassment for employees to utilize. At a minimum, the resources must include contact information of the equal employment opportunity commission, the Washington state human rights commission, and local advocacy groups focused on preventing harassment and discrimination and providing support for survivors.

No employee shall be required to work in any situation that would threaten or endanger their health or safety and the Employer shall notify employees of any known health or safety risks prior to an IP agreeing to provide services to a specific client. Such situations include: bodily harm to the employee, threatening behavior of the client to the employee, sexual harassment of the employee by the client or by persons in the household, or any other situation that would be a threat to the employee's health. Any employee who believes in good faith that their health and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a case manager, supervisor, or Employer representative. If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services.

Article 27.2 will take effect with the transition of the majority of individual providers in the bargaining unit to the Consumer Directed Employer, as measured on July 1, 2021.

### **27.3 Personal Protective Equipment**

The Employer shall provide, at no cost to the IP, personal protective equipment (PPE) as recommended by the Department of Labor and Industries and public health guidance.

## **ARTICLE 28 SUCCESSORSHIP**

- A. The Employer agrees that its operations covered by the Collective Bargaining Agreement (CBA) shall not be contracted out, conveyed, or otherwise transferred or assigned to any third-party (hereafter, "assigned") without first taking the following steps:
1. No less than fifteen (15) days prior to issuing the Request for Proposals (RFP) for selection of a third-party to be assigned any operations covered by the CBA, the Employer will provide to the Union a copy of the RFP that reflects the requirements outlined in Section 2 of this Article. Prior to receipt of the RFP, the Union will sign a non-disclosure agreement and agree that they will not bid on the RFP. The Employer will notify the Union of the award of the RFP with the name of and contact information for that third-party within twenty-four (24) hours of notifying the successful bidder(s).

**Note – The language of Article 28.A1 will be replaced by the following language upon implementation of the Consumer Directed Employer (CDE) for an IP**

1. *The Employer agrees to notify the Union before beginning any due diligence process with a third party or requiring a non-disclosure agreement with a third party for the purpose of engaging in a transaction which may affect the interests of SEIU 775 bargaining unit members. The Employer agrees to notify any potential purchaser of all or any part of its operations covered by this Agreement of the Collective Bargaining Agreement with SEIU 775 and will make acceptance of this Agreement, to the extent permitted by law, a condition of any sale, purchase or any other form of transfer of its business, in whole or in part, to any other person or entity.*
2. No less than fifteen (15) days after executing an agreement with any third-party to be assigned any operations covered by the CBA, the Employer will provide the Union with written proof that it has secured a contractually binding commitment (“contract”) from said third-party to (a) offer employment to all individual providers, or to as many individual providers as are needed to perform the operations covered by the CBA that the third-party is being assigned, within a discretely managed bargaining unit or group consisting of nothing but such newly hired individual providers, at terms and conditions no worse than the terms and conditions in existence under the CBA in effect at the time the third-party becomes the new Employer of the individual providers and (b) agree, to the extent permissible by law, to assume all of the Employer’s obligations under that CBA (relieving the State of Washington of these obligations) for the remainder of the CBA. The contract must specifically recite that it is governed by Washington State law and is enforceable in Thurston County Superior Court and that the Union is an intended third-party beneficiary of the commitments made by the third-party to the Employer contained therein. Once the third-party becomes the new Employer of individual providers the Union will enforce the terms of the current CBA through the grievance and arbitration provisions with the new Employer, consistent with applicable law.
3. The Union will receive notice from the Employer no less than ninety (90) days prior to any third-party being assigned any of the operations covered by the current CBA. The Employer will keep the Union informed of any changes to this timeline.
4. The Employer agrees that failure by it to strictly comply in a timely fashion with Sections 1, 2 or 3 will allow the Union to seek



immediate injunctive relief in Thurston County Superior Court restraining the Employer from moving forward with assigning any of the operations covered by the CBA to any third-party until and unless these requirements are met.

- B. The parties agree that after a third-party is assigned any of the operations covered by the current CBA, the Union may request bargaining over the effects of the assignment of work to the third-party within fifteen (15) days of receipt of such notice and, if such a request is made, the Employer will engage in such bargaining prior to the transfer of work. The parties agree that neither party will be able to seek arbitration upon impasse.

## **ARTICLE 29 HOLIDAYS**

### **29.1 Holiday Pay for Worked Holidays**

Effective July 1, 2022, all home care workers who are assigned by their client to work on one of the recognized holidays listed below will be paid for all hours worked on those days, up to eight hours per day, at one and half times their regular rate of pay which includes any applicable differential.

- a) Independence Day (July 4)
- b) New Year's Day

**APPENDIX A  
WAGE SCALES**

<b>CCH</b>	<b>July 1, 2021</b>	<b>Jan. 1, 2022</b>	<b>July 1, 2022</b>	<b>Jan. 1, 2023</b>
0-2000	\$16.85	\$16.98	\$17.11	\$17.24
2001-4000	\$17.00	\$17.13	\$17.26	\$17.40
4001-6000	\$17.15	\$17.28	\$17.41	\$17.54
6001-8000	\$17.33	\$17.46	\$17.60	\$17.73
8001-10000	\$17.53	\$17.66	\$17.79	\$17.92
10001-12000	\$17.78	\$17.91	\$18.04	\$18.18
12001-14000	\$18.03	\$18.17	\$18.31	\$18.45
14001-16000	\$18.69	\$18.83	\$18.97	\$19.11
16001-20000	\$18.94	\$19.08	\$19.22	\$19.36
20001 and above	\$19.21	\$19.35	\$19.50	\$19.65

## **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, employee or caregiver): a person, including a personal aide, who, under an individual provider contract with the department or as an employee of a consumer directed employer, provides personal care or respite care services to persons who are functionally disabled or otherwise eligible under programs authorized and funded by the Medicaid state plan, Medicaid waiver programs chapter [71A.12 RCW](#), [RCW 74.13.270](#), or similar state-funded in-home care programs.

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

SEIU 775 (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 775 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 775.

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.

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).

**A. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION 775**

The parties agree that collective bargaining establishes orderly and consistent channels for communication and decision-making, ensures efficient and uninterrupted service and minimizes discord between labor and management. The parties also agree that collective bargaining within the Individual Provider bargaining unit has resulted in higher quality care and a more stable workforce to the benefit of caregivers, clients and the public.

In the event circumstances change such that the Union is significantly hampered in carrying out its duty to fairly and adequately advocate for the interests of all of the members of the bargaining unit, the parties agree that the Union shall have the right to re-open [Article 4.1](#) for the purpose of discussing potential changes to mitigate the situation, consistent with applicable law.

The parties also recognize that there is ongoing litigation regarding the process for collecting union dues as currently set forth in [Article 4](#) of the agreement between the State and Union. In the event that, during the 2021-2023 Collective Bargaining Agreement between the parties, a ruling by a court of competent jurisdiction invalidates any or all of [Article 4.1](#), pursuant to [Article 23.2](#), the parties shall promptly meet to negotiate a substitute provision.

For the Employer

For the Union

/s/	8/7/20	/s/	8/7/20
<hr/>		<hr/>	
Ann Mitchell, Labor Negotiator	Date	Adam Glickman, Secretary Treasurer	Date

**B. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION 775**

The parties agree to continue working together to develop policies and procedures, within existing resources, on how to address harassment, abuse and discrimination of individual providers prior to the transition to a Consumer Directed Employer. Discussions will be focused on:

- Identifying whether there is a history of client behaviors that impact safety;
- Creating referral materials for local community resources;
- Providing guidance to individual providers about what to do if they feel unsafe or experience an instance of harassment abuse or discrimination;

**Dated August 8, 2020**

For the Employer

For the Union

/s/  
\_\_\_\_\_

Ann Green, Labor Negotiator

/s/  
\_\_\_\_\_

Adam Glickman, Secretary-Treasurer

**C. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION 775**

**Electronic Visit Verification**

**Background**

Electronic Visit Verification (EVV) is a federal requirement from the 21st Century Cures Act, passed by Congress in 2016. States are required to have Electronic Visit Verification systems in place for personal care services by January 1, 2020. Washington State received a good faith exemption which extended the requirement to have an EVV system in place for personal care services to January 1, 2021.

**EVV Requirement**

Electronic Visit Verification (EVV) is required for Individual Providers contracted to provide home and community based services (HCBS) to Medicaid clients receiving services in Washington. EVV will apply to providers who serve clients receiving in-home personal care services from both the Aging and Long-Term Support Administration and the Developmental Disabilities Administration. IPs will use the IPOne EVV solution to record their hours worked and tasks performed until IPs are hired by the Consumer Directed Employer.

**EVV Exemption for Live-in Providers**

IPs who qualify for the Live-In Exemption (LIE) will not use the EVV system. IPs must select their LIE status in the IPOne portal to qualify for the exemption.

IPs qualify for the LIE when:

- The IP and their client live together in the same home; and
- Neither the IP nor their client have a separate home where either lives.

**EVV Implementation**

January 1, 2021- June 30, 2021 will be considered an EVV initial implementation period. During the EVV initial implementation period, Individual Providers are required to use the IPOne EVV solution in accordance with DSHS policy, but DSHS will not terminate an Individual Provider's contract for EVV noncompliance. Following this initial implementation period, DSHS may take progressive contract action steps with the goal of ensuring compliance with Federal requirements. Progressive contract action steps will include multiple attempts to notice and counsel workers about compliance before terminating a provider's contract.

**Data**

The State will provide ongoing reports to the union identifying (LIE) Individual Providers. The parties will work together to resolve data discrepancies.

**Privacy and Data Security**

Unless otherwise agreed by the Union and the State, data collected via EVV devices must not be repurposed for or used by third parties, including subsidiaries and commercial partners. However, DSHS may provide data collected via an EVV device with applicable third parties for the purpose of aggregating data within the state MMIS or to facilitate the transition to the Consumer Directed Employer.

Data collected by the IPOne EVV Solution will only be made available to law enforcement in accordance with DSHS policy. Unless required by Federal or State Law, DSHS will not share EVV data to other governmental agencies, except for the Centers for Medicare and Medicaid Services, the State Auditor’s Office, the Washington Health Care Authority and Office of the Attorney General, without anonymization and aggregation.

**Transition to the Consumer Directed Employer**

The contents and obligations set forth in this MOU do not apply to or transition to the Consumer Directed Employer. However, within thirty (30) days of any individual provider becoming an employee of the CDE, either the CDE or the union may reopen the CBA for the purpose of negotiating over the application of EVV to CDE live-in providers, privacy and data security related to EVV and discipline of CDE providers in relation to EVV compliance.

**Savings or Separability Clause**

This MOU 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 MOU jeopardize Federal funding, or be invalidated or ruled contrary to law by Federal or State court, or duly authorized agency, the parties will meet to discuss an alternative.

**Dated December 7, 2020**

For the State

For the Union

/s/

/s/

\_\_\_\_\_  
Ann Green  
Labor Negotiator, OFM/SHR

\_\_\_\_\_  
Shaine Truscott  
Director, SEIU 775

**D. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION 775**

**Non-Economic Bargaining Upon Transition to the Consumer Directed Employer**

Thirty (30) days after a majority of providers transition to the Consumer Directed Employer (CDE), either party may request to re-open the existing collective bargaining agreement for the express purpose of providing clarity, language clean-up, and compliance with the law. For purposes of this MOU, a majority is based upon the number of providers on July 1, 2021. The parties may also mutually agree to expand negotiations to address items or concerns that are unique to the new employment relationship.

The following non-economic topics/articles are within the scope of this MOU.

- Article 2 – Union Access to contracting appointments and safety orientation trainings.
- Article 4 – Union Membership and Deduction of Dues, Contributions and Fees
- Article 12 – Guidelines for late or inaccurate payment.
- Article 19.5
- Establishment of Safety Committees/Meetings
- Developing policies and procedures related to caregiver harassment, abuse and discrimination.

**Dated September 7, 2020**

For the Employer:

For the Union:

/s/

\_\_\_\_\_  
Ann Green, Labor Negotiator

/s/

\_\_\_\_\_  
Adam Glickman, Secretary-Treasurer



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

Executed this 1<sup>st</sup> day of July 2021.

For the Service Employees International Union Local 775:



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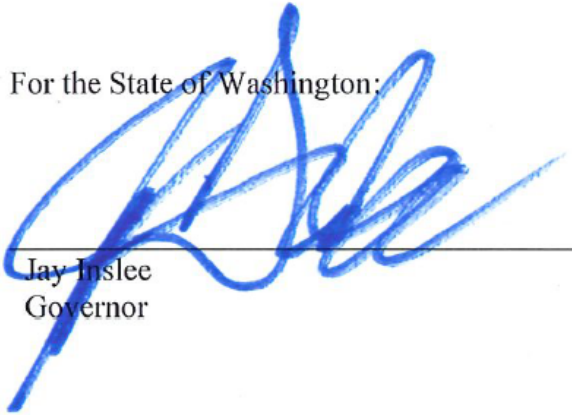
Sterling Harders, President



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Adam Glickman, Secretary-Treasurer

For the State of Washington:



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Jay Inslee  
Governor



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Diane Lutz, Section Chief  
OFM/SHR, Labor Relations and  
Compensation Policy Section



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Ann Green, Lead Negotiator  
OFM/SHR, Labor Relations and  
Compensation Policy Section