



**COLLECTIVE BARGAINING
AGREEMENT
BY AND BETWEEN**

THE STATE OF WASHINGTON

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 775**

**EFFECTIVE JULY 1, 2005
THROUGH
JUNE 30, 2007**

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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 the Service Employees International Union Local 775 hereinafter referred to as the "Union" and in accordance with the provisions of RCW 74.39A.270.

ARTICLE 1 RECOGNITION

Service Employees International Union Local 775 ("Union") is recognized as the sole and exclusive representative for all individual providers of in-home care services ("home care workers" or "caregivers") as defined in RCW 74.39A.240 and under the provisions of 74.39A.270, excluding supervisors, confidential employees, and all other employees. The parties also recognize that the Washington State Home Care Quality Authority ("HCQA") 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

Please see Letter of Agreement dated 3/7/06 (page 33)

2.1 Stewards and Union Representatives

The Union shall have the right to select up to one shop steward for every fifty (50) individual provider home care workers. The Employer shall recognize Union stewards and representatives in the course of their representational duties. The Union shall advise the State's Labor Relations Office of the names and phone numbers of Union stewards 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.

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises, which 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.

Shop stewards shall perform representational activities or other union business only during non-working time and shall not otherwise interfere with the work of individual providers or homecare services provided.

2.2 Union Bulletin Boards

The Union shall have a right to bulletin board space in the offices of the Employer, Area Agencies on Aging and/or case management contractors that individual providers necessarily frequent due to work related business. The specific locations and size of bulletin boards shall be an appropriate subject for discussion between the parties. The Union shall be solely responsible for the costs and maintenance of all bulletin boards. The HCQA website, and any website maintained by and for any registry operated by the HCQA (or by HCQA contractors), shall contain a link to the Union's website, provided that the link is in conformance with RCW 42.52.160 and RCW 42.52.180.

2.3 Access to Training

The Union shall be granted thirty (30) minutes on the agenda for presentation at a training conducted by or through the HCQA and required to be completed by all workers covered under this Agreement. This thirty (30) minute period shall be paid as time worked for all individual provider home care workers in the bargaining unit receiving the Union portion of the training.

The Union shall also be granted thirty (30) minutes for presentation at each "Revised Fundamentals of Caregiving" (or similar such trainings) conducted by the Department, the Area Agencies on Aging, or their subcontractors and as required to be completed by individual provider home care workers. This thirty (30) minute period shall be paid as time worked for all individual provider home care workers in the bargaining unit receiving the Union portion of the training.

2.4 Orientation Materials Provided by Employer

Orientation materials distributed by the Employer (and its subordinate agencies and 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.

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 19 "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 14, 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 15 Labor/Management Committee and specific to contracting out of bargaining unit work;
- k. to take whatever actions the Employer deems necessary to carry out services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard;
- l. to modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in anyway 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 those duties, obligations or authority provided under RCW 74.39A.250 and RCW 74.39A.280 and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.

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

3.5 Fulfillment of Statutory Obligation

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

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

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

**ARTICLE 4
UNION MEMBERSHIP AND UNION SECURITY**

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

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

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

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

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

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

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

ARTICLE 5 BARGAINING UNIT INFORMATION

- 5.1** The Employer shall provide information about the bargaining unit and each member of the bargaining unit and shall provide this information to the Union on a regular monthly basis. Such information shall be transmitted electronically in a common, commercially-available electronic format specified by the Union, and shall include the home care worker's full name, individual provider number, home address, mailing address, phone number, wage rate, program or service code, amount paid during the current month of payment, union member type and deduction type.

The Employer shall make a good faith effort to provide other information to the Union, if not otherwise prohibited by force of law, including hire date, cumulative lifetime hours worked as an individual provider, hours or units (day, week, or month) worked in a month for which payment has been made, email address, information about current training status and the most recent dates that training has been received. The Employer and the Union shall coordinate to reconcile any questions about the bargaining unit information and records.

- 5.2** In the event of a public disclosure request for identifying personal information of individual providers that is made pursuant to public disclosure under RCW 42.17, the Employer will

notify the Union in writing of the request at least seven days prior to releasing any information.

ARTICLE 6
DEDUCTION OF DUES, CONTRIBUTIONS, AND FEES

- 6.1** In accordance with RCW 41.56.113, the Employer shall cause the appropriate agency to deduct the amount of dues, or, for nonmembers of the Union, a fee equivalent to the dues from each home care worker's monthly payment for services (paycheck or direct deposit). The Employer shall cause the appropriate agency to deduct voluntary contributions to one (1) union fund or committee payable to the Union from each home care worker's monthly payment for services (paycheck) upon receipt of proper authorization for such deductions from the home care worker or the Union. The deductions will be transferred to the Union monthly by electronic means.
- 6.2** The ongoing regular cost of such deductions shall be borne by the Employer.

ARTICLE 7
PRODUCTION OF AGREEMENT

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, provided that the cost to the Employer shall not exceed \$250,000.00 during the life of this Agreement. Any costs over and above \$250,000.00 shall be borne exclusively by the Union.

ARTICLE 8
GRIEVANCE AND DISPUTE RESOLUTION

8.1 Dispute Resolution Philosophy

The Employer and the Union commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. Our relationship depends on mutual respect and trust based on our ability to recognize and resolve disagreements rather than avoiding them. Prior to filing a grievance,

the Union and the Employer will attempt wherever possible to resolve problems informally and not to resort to the formal grievance procedure.

8.2 Grievances

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

8.3 Grievance/Dispute Resolution Procedure

Step 1. Informal Resolution

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

Step 2. Written Grievance

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

The written grievance shall be submitted to the Employer within thirty (30) days of the occurrence of the alleged violation or within thirty (30) days of when the home care worker or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance. The written grievance may be submitted by the Union in person, by US Mail, or by fax. A grievance may be submitted by email if the parties mutually agree to this mode of delivery on a case by case basis.

The Employer or the Employer's designee shall meet with the grievant and her/his Union representative within fourteen (14) days of receipt of the written grievance, in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance should remain unresolved, the Employer will provide a written response to the grievance within fourteen (14) days from the date the parties met to discuss the grievance.

If the matter is not resolved in Step 2 and as an alternative prior to final and binding arbitration in Step 4, 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 in writing no later than fourteen (14) days of receipt by the Union of the written response from the Employer in Step 2. The party receiving the request for mediation must notify the other party of its agreement to mediate the dispute with fourteen (14) days of receipt of the request. If the party receiving the request does not agree to mediate the dispute, the Union may immediately proceed to Step 4, Arbitration.

Step 3 (Optional) Mediation

If the parties agree to mediation, the parties 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 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 each 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) 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 be referred by the Union to final and binding arbitration. The Arbitrator shall be mutually agreed upon by the parties, or, upon failure to agree upon an Arbitrator, the Union shall, within 15 days of the request for arbitration, request a list of seven (7) arbitrators from the American Arbitration Association. The parties shall select an arbitrator by alternately striking names from the list of seven (7) arbitrators. A coin toss shall determine which party shall first strike.

The award of the Arbitrator shall be final and binding upon both parties. The parties shall each pay one half the costs of the Arbitration, including the fees of the Arbitrator and the

proceeding itself, but not including the costs of representation, advocacy, or witnesses for either party. The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

8.4 Time Limitations

The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations. To this end, grievances must be processed within the periods of time specified above. Any grievance not properly presented in writing and within the time limits specified, or any grievances not moved to the next step within the specified time limits shall be considered to have been withdrawn. If the Employer fails to meet the time limitations specified, the Union may move the grievance to the next step. Time limitations may be extended by mutual agreement of the parties.

ARTICLE 9 COMPENSATION

9.1 Wages

Effective July 1, 2005, home care workers shall be compensated at the minimum rate of \$9.20 per hour.

Effective July 1, 2006 a wage scale is established based on cumulative career experience. Effective July 1, 2006, current employees will be placed on a step commensurate with their IP hours of work retroactively calculated to July 1, 2005. Bargaining unit employees will be paid according to the wage scale found in Appendix 'A'. During the life of this Agreement beginning on July 1, 2006, wages shall be adjusted upward for each employee based upon accumulation of hours. Except for circumstances that require otherwise and/or historically have been otherwise, beginning July 1, 2006 all employees shall be paid on an hourly basis, and according to the wage scale.

ARTICLE 10 HEALTH CARE BENEFITS

10.1 Intent

The parties agree that the intent of this Article 10 is to provide health care coverage only to those workers who do not have other health insurance coverage, to the extent permitted by law.

10.2 Contributions

Effective July 1, 2005, the Employer shall contribute up to four hundred fifty dollars (\$450) per month to the Trust for each home care worker who has been employed for at least three (3) consecutive months and who works a minimum of 86 hours per month, and who is not otherwise eligible to receive health care benefits through other family coverage, other employment based coverage or military or veterans coverage.

Effective July 1, 2006, the Employer shall contribute up to five hundred dollars (\$500) per month to the Trust for each home care worker who has been employed for at least three (3) consecutive months and who works a minimum of 86 hours per month, and who is not otherwise eligible to receive health care benefits through other family coverage, other employment based coverage or military or veterans coverage.

The SEIU Local 775 Multiemployer Health Benefits Trust shall determine the level of contribution by eligible home care workers to the Trust but in no case will it be less than \$17.00 per month. This contribution shall be made via payroll deduction upon written authorization of each eligible home care worker. Eligible home care workers who do not provide written authorization for the required payroll deduction shall not receive coverage until such time as they have provided written authorization pursuant to the policies established by the Trust and in order to minimize adverse selection against any health plan(s) of the Trust. Ongoing costs for deduction of employee premiums for health care shall be paid by the Employer.

10.3 Eligibility

Effective January 1, 2005, or as otherwise provided for in Section 1., those home care workers employed for at least three (3) consecutive months and who work a minimum of eighty-six point six (86.6) hours per month, and who are not otherwise eligible to receive health care benefits through other family coverage, other employment-based coverage or military or veterans coverage, shall be considered eligible.

10.4 Coverage

Coverage for eligible home care workers shall begin subsequent to legislative funding approval and as provided for in Section 1. Eligible home care workers who do not provide written authorization for the required payroll deduction in Section 1. shall not receive coverage until such time as they have provided written authorization. Costs for implementation of deduction of employee premiums for health care shall be paid by the HCQA.

10.5 Trust Fund

For the purposes of offering individual health care insurance, dental insurance, and vision insurance, to members of the bargaining unit, the Employer shall become and remain a participating employer in SEIU Local 775 Multiemployer Health Benefits Trust (also referred to herein as the “Trust”) during the complete life of this agreement, and any extension thereof.

The Trust Fund 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 Fund shall indemnify and hold harmless from liability the Employer, the HCQA, all branches and departments of Washington State government, and the State of Washington, its agents and/or its representatives, from any claims by beneficiaries, health care providers, vendors, insurance carriers or employees covered under this Agreement.

At its sole discretion, the Trust Fund may establish cents-per-hour contribution rates for the Employer, based on the total number of hours worked by members of the bargaining unit. The hourly rates shall be calculated as identical to the total dollar monthly contributions required under this Agreement. Hourly contribution rates shall not, in any event, cost more than the

monthly amounts provided for eligible employees in Section 2. Implementation of hourly rate contributions shall occur only if sufficient funds are available and only at such time as a practical application of the process may be put into effect.

The Employer hereby designates the Employer members of the Trust's Board of Trustees, or their duly selected 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.

ARTICLE 11 DENTAL AND VISION BENEFITS

Effective July 1, 2005, the Employer shall contribute up to \$25.00 per month for each eligible home care worker workers to the SEIU Local 775 Multiemployer Health Benefits Trust for the purpose of providing dental benefits.

Effective July 1, 2006, the Employer shall contribute up to \$26.75 per month for each eligible home care worker workers to the SEIU Local 775 Multiemployer Health Benefits Trust for the purpose of providing dental benefits.

Eligibility for dental benefits and coverage shall be provided pursuant to the Health Benefits Trust Fund Section of the Agreement.

Effective July 1, 2005, the Employer shall contribute up to \$5.00 per month for each eligible home care worker workers to the SEIU Local 775 Multiemployer Health Benefits Trust for the purpose of providing vision benefits.

Effective July 1, 2006, the Employer shall contribute up to \$5.25 per month for each eligible home care worker to the SEIU Local 775 Multiemployer Health Benefits Trust for the purpose of providing vision benefits.

Eligibility for vision benefits and coverage shall be provided pursuant to the Health Benefits Trust Fund Section of the Agreement.

ARTICLE 12
WORKER'S COMPENSATION

The Employer shall provide worker's compensation (L & I) coverage for all home care workers in the bargaining unit. All home care workers shall complete any required health and safety training. Costs for implementing and continuing employee premium deductions for L & I shall be paid by the Employer.

The Employer shall 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 13
VACATION LEAVE

Commencing on July 1, 2006, employees shall be eligible for paid vacation benefits. Employees shall accrue one (1) hour for every fifty (50) hours worked. Paid vacation leave hours shall cap at eighty (80) hours. In order to be eligible to be paid for vacation leave, an employee must have the consent of his/her client and inform a designated agent of the Employer no less than two weeks before the paid vacation leave begins.

ARTICLE 14
PAYROLL, ELECTRONIC DEPOSIT AND TAX WITHHOLDING

14.1 Timely Payment

Home care workers shall be entitled to receive timely 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.

14.2 Electronic Deposit

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

14.3 Tax Withholding

The Employer, at its expense, shall withhold from each employee's paycheck the appropriate amount of Social Security, Federal and State Unemployment Insurance and Medicare contributions. Beginning on July 1, 2006 the Employer will also withhold Federal Income Tax.

**ARTICLE 15
NO DISCRIMINATION**

The Union and the Employer are mutually committed to a policy of nondiscrimination. The Employer shall not unlawfully discriminate with respect to wages, hours, or terms and employment or conditions of employment as provided for in this Agreement on the basis of race, color, physical and/or mental disability, marital status, national origin, ancestry, gender, 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.

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 74.39A270(4). Nor shall it be interpreted so as to prevent the referral registry operated by the HCQA 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 client) or legitimate client preferences such as gender.

**ARTICLE 16
REFERRAL REGISTRY**

16.1 Eligibility for Referral Registry

Any member of the bargaining unit who is seeking new clients or additional hours, and who has completed at least 28 hours of required training or other training as may be determined by

the Home Care Quality Authority, and who has successfully cleared a criminal background check, shall be eligible for listing on any referral registry operated by the Employer (including Executive Branch Departments, Agencies, Boards, and Commission), the Home Care Quality Authority, or any agent, contractor or subcontractor of the Employer or the Authority. The Home Care Quality Authority 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.

16.2 Seniority Preference

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

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

[For example, if a client contacts the referral registry and requests a list of female workers who are available for work in Pierce County, has access to a car she can drive for the purposes of transporting clients to medical appointments, and who speaks Spanish, and if there are twenty (20) workers meeting those criteria listed on the referral registry, the policies and practices of the registry shall dictate that among those twenty (20) workers, she with the highest number of cumulative lifetime hours worked as a state-paid individual provider shall be referred first, and she with the lowest number of cumulative lifetime hours worked as state-paid individual providers shall be referred last.]

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

This section specific to applications of seniority preference shall not go into effect until such time as adequate systems for tracking cumulative hours are developed, tested and implemented. The Employer shall endeavor to complete development, testing and implementation no later than July 1, 2006.

16.3 Removal from Referral Registry

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

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

16.4 Election of Remedies

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

ARTICLE 17 TRAINING

17.1 Minimum Training Requirements

Within six (6) months of the signing of this Agreement, the parties shall establish a Joint Committee on Training and Education to consist of equal numbers of home care worker

representatives (designated by the Union) and employer representatives (designated by the HCQA). The Joint Committee shall meet at mutually convenient times and at ADA accessible locations.

The Joint Committee shall consist of up to three (3) representatives of the Union and up to three (3) representatives of the HCQA. The parties are encouraged to select members who are representative of home care workers' and consumers' interests respectively. Home care workers serving as representatives of the Union as described above, shall be compensated by the HCQA for their time spent in Joint Committee meetings. The parties shall be solely responsible for determining reimbursement, if any, of other expenses of their respective representatives and/or resource persons attending meetings of the Joint Committee.

17.2 Qualifications

The objective of this Committee shall be to establish comprehensive training qualifications and requirements for individual providers and subject to necessary input from consumers for recommendation to the HCQA Board under the HCQA's statutory duty to establish qualifications, including minimum training qualifications.

17.3 Partnership Fund

The Joint Committee on Training and Education shall endeavor to develop a proposal for a joint training and education partnership fund for the purpose of conducting training through or by the HCQA for independent providers covered under this Agreement. The Committee will also consider the feasibility of the creation of a multi-employer home care industry training and education partnership fund.

ARTICLE 18 UNION-MANAGEMENT COMMUNICATIONS COMMITTEE

18.1 Purpose

The Employer and the Union agree to engage in discussions on topics of mutual interest.

18.2 Meetings

The parties shall meet on a flexible basis, but no later than fourteen days after either party requests a meeting 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. Home care workers serving as representatives of the Union as described above, shall be compensated by 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 19 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, including the HCQA and DSHS, 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 20 CONSUMER RIGHTS

20.1 Information Regarding Consumers

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

20.2 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.

20.3 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.

20.4 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 21 CASH AND COUNSELING

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

ARTICLE 22 POLICIES AND PRACTICES

22.1 Medicaid Integration Projects

Workers performing services as individual provider home care workers under Medicaid Integration Projects shall be covered under the collective bargaining agreement.

22.2 Article 20 Hours Cuts

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

22.3 184/96 Hour Rule

The Employer shall contact each consumer identified as being impacted by the implementation of WAC 388-71-0531 (repealed) and shall inform each such consumer that their individual provider is no longer under a 184 hour limitation and that the consumer may request a reassessment, if so desired. The Employer shall cause the appropriate agencies to provide notice of the revocation of the 184 rule and provide reassessments as soon as practical.

ARTICLE 23 UNINTERRUPTED IN-HOME CARE SERVICES

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, the HCQA, 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.

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

ARTICLE 24 SAVINGS OR SEPARABILITY CLAUSE

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.

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

ARTICLE 25 COMPLETE AGREEMENT

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

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

ARTICLE 26
TERM OF THE AGREEMENT

Except for those provisions requiring a legislative appropriation of funds, this Agreement shall go into full effect July 1, 2005, and shall continue in full effect, unless amended by mutual written agreement of the parties, through June 30, 2007. Those provisions requiring a legislative appropriation shall go into full effect on July 1, 2005 or as otherwise provided for in this Agreement, if approved.

The parties shall begin negotiations for a successor agreement no later than April 1, 2006. 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, 2007, all the terms of this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one year from the expiration date of this Agreement.

**APPENDIX A
WAGE SCALE**

July 1, 2006 – June 30, 2007	
Cumulative Career Hours	Wage
0-2000	\$ 9.43
2001-4000	\$ 9.57
4001-6000	\$ 9.72
6001-8000	\$ 9.86
8001-10000	\$ 10.01
10001-12000	\$ 10.16
12001 plus hours	\$ 10.31

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: a person, including a personal aide, who has contracted with the department to provide personal care or respite care services to functionally disabled persons under the Medicaid personal care, community options program entry system, chore services program, or respite care program, or to provide respite care or residential services and support to persons with developmental disabilities under chapter 71A.12 RCW, or to provide respite care as defined in RCW 74.13.270 and who solely for the purpose of collective bargaining is employed by the Home Care Quality Authority as provided in RCW 74.39A.270. Also referred to as “Home Care Worker” herein. Also referred to as “Caregiver” herein.

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

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

Service Employees International Union (SEIU) Local 775: sole and exclusive bargaining representative for the statewide bargaining unit of individual providers as defined in RCW 74.39A.270. Also referred to as the “Union” herein. www.seiu775.org

Department: the Washington State Department of Social and Health Services (DSHS). Also referred to as “Payor” herein. www.dshs.wa.gov

Shop Steward: an individual provider covered by the collective bargaining agreement authorized in writing by SEIU Local 775, to engage in representational activities.

Union Representative: an authorized bargaining representative employed by SEIU.

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

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

PERC: the Public Employment Relations Commission. A neutral state agency which is charged with the administration of state collective bargaining laws, to ensure the public of quality public services. 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

LETTER OF AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
and
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) 775

The parties to this agreement are the State of Washington (State) and Service Employees International Union (SEIU) 775 (Union). The purpose of this Letter of Agreement (LOA) is to memorialize the parties understanding of the Collective Bargaining Agreement (CBA) by and between the State and the Union, specifically Article 2, Section 2.3 as it applies to bargaining unit members and to settle the Rodriguez Grievance filed by the Union over this matter on July 18, 2005. The parties enter into this LOA under the following terms and conditions:

THE STATE AND THE UNION AGREE THAT ARTICLE 2, Section 2.3 shall be interpreted in the following manner:

1. The State agrees to provide the Union with a total of thirty (30) minutes of presentation time on union issues at either the "Revised Fundamentals of Caregiving" (RFOC) training, the Parent Provider Training (PPT) for parents of people with developmental disabilities or Safety training. This total of thirty (30) minutes of training time will meet all of the current obligations of the State regarding Article 2, Section 2.3 of the CBA.
2. The parties agree the thirty (30) minutes provided for the union presentation at the RFOC training will be for bargaining unit member IPs hired as Individual Providers (IPs) after July 1, 2005, or for IPs who are completing the RFOC during the term of the CBA. The parties agree the thirty (30) minutes provided for the union presentation at the PPT will be for bargaining unit member IPs hired after July 1, 2005, who are not required to take RFOC. Finally, the parties agree that a bargaining unit member IP will not receive pay for any more than a total of thirty (30) minutes for any and all Union presentation for example, in the event that an IP attending an RFOC training has already heard the union presentation at a stand-alone Safety training.

The parties agree that the first thirty (30) minutes of the RFOC or PPT training will be for the Union presentation. For the Safety training, the Union presentation will be at the end of the training.

3. The State agrees to have written notice given to the Union by the Agencies providing or arranging for the training including the date, location and time of the RFOC, PPT or Safety within two weeks after the training is first scheduled. This notice shall be by email and shall be provided to the Union.
4. The Union agrees that if it or any of its representatives have questions about the schedule they will contact the person at the Agency who provided them notice of the training. The Union will not contact the trainer with any questions about the training or their presentation;

5. The Union agrees that this thirty (30) minute presentation time outlined above is its only opportunity during the training to address the IPs and if the Union representative does not appear at the scheduled time, the access of the Union to that training class is forgone ;
6. The State agrees to provide notice to IPs about the Union presentation in the RFOC, or PPT training notification letter that the bargaining unit member IP receives from the training entity. This notice will read:

On (date) you are scheduled to attend training on (RFOC or PPT, whichever is appropriate). Arrive for this training at (time). The first thirty (30) minutes of the training will be a presentation from members of the union for Individual Providers on information about your wages, benefits and the union. You will be paid for this ½ hour of time.

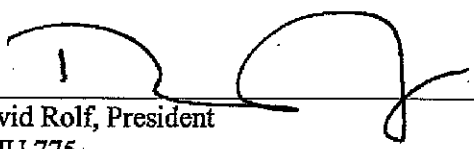
In addition, if the trainer is asked by individuals who are not IPs if they should attend the union presentation, the response will be that the time is paid time only for IPs and that if any other person decides to attend they will not be paid for the time. For Safety training, similar notification will be given to the bargaining unit member IP;

7. This LOA clarifies the CBA language.

THE STATE AND THE UNION FURTHER AGREE THAT:

1. This LOA and the parties' mutual obligations under it do not constitute an admission by either party as to any duty of the other party outside of the terms of this letter of agreement; and
2. This LOA becomes effective on the date of the final signature of the parties or their representatives;

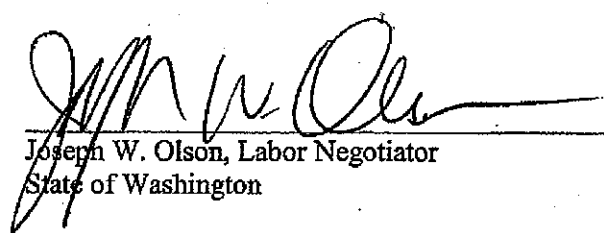
DATED this 7th day of March 2006.



David Rolf, President
SEIU 775

3/7/2006

Date



Joseph W. Olson, Labor Negotiator
State of Washington

3/8/06

Date