

**LOCAL 925**



**SEIU**

Stronger Together

**2007-2009**

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**THE STATE OF WASHINGTON**

**AND**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION 925**

**EFFECTIVE  
JULY 1, 2007 THROUGH JUNE 30, 2009**





**SEIU 925 CHILDCARE WORKERS  
2007-2009**

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## PREAMBLE

This agreement has been made and entered into by and between the State of Washington, (hereinafter referred to as the “State”) and the Service Employees International Union, Local 925, (hereinafter referred to as the “Union”). The Union and the State recognize the unique relationship created by the amendments to RCW 41.56 where the State is designated as the employer for family child care providers only for the purposes of collective bargaining. RCW 41.56 shall not be read as conferring any additional authority on the State to interfere with the relationship between the consumer and the child care provider.

The parties enter into this agreement acknowledging the following:

- The Union and the State share a common mission to ensure that every Washington family has access to quality child care.
- Access to quality child care is essential for families transitioning from welfare to work as well as for those low and moderate income families striving to achieve and maintain self-sufficiency.
- Family child care providers are an integral part of the Child Care System, offering the preferred setting of thousands of working parents, and caring for children served through the Working Connections and other subsidy programs.
- Providers, the State and Washington families have a shared interest in making child care a quality job and a respected profession.
- The parties agree to work together as partners to serve the needs of working families and to meet the highest standards in such service.
- The State, the Union, and Providers will treat each other with dignity and respect.

Nothing in this agreement should be read as in any way diminishing the rights of the Consumer(s) to select, change or terminate their child care provider.

Nothing in this preamble shall be subject to the grievance process in this agreement.



**ARTICLE 1**  
**UNION RECOGNITION**

**1.1 Union Recognition**

Service Employees International Union Local 925 is recognized as the sole and exclusive representative for all licensed and license-exempt family child care providers as defined in RCW 41.56.

**1.2 Integrity of the Bargaining Unit**

The State recognizes the integrity of the bargaining unit and will not take any action intended to erode it.

**ARTICLE 2**  
**NON-DISCRIMINATION**

The State agrees not to discriminate against any provider on the basis of race, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, or disability.

This Article shall not be construed as otherwise limiting or impeding the right of consumers and prospective consumers to select, hire, supervise the work of, and terminate any child care provider giving services to them.

**ARTICLE 3**  
**CONSUMER RIGHTS**

**3.1 Definition of Consumer**

For the purposes of this agreement and law, a consumer is one of the following individuals who has parental control of one (1) or more children, lives in the state of Washington, and is the child's:

- A. Parent, either biological or adopted;
- B. Stepparent;
- C. Legal guardian verified by a legal or court document;
- D. Adult sibling or step-sibling;
- E. Nephew or niece;
- F. Aunt;
- G. Uncle;
- H. Grandparent; or
- I. Any of these relatives with the prefix great, such as great-aunt.

**3.2 Consumer Rights**

Nothing in this Agreement limits the subsidized Consumer's sole and undisputed right to select and to terminate without cause and without notice the services of any Provider.

**3.3 Information Regarding Consumers**

This Agreement shall not be interpreted as to require the State to release confidential personal information regarding any Consumer or any child under parental control of the consumer receiving subsidized child 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.

**3.4 Consumer Confidentiality**

Union representatives and child care providers shall maintain strict standards of confidentiality regarding consumer and any child under parental control of the consumer receiving subsidized child care and shall not disclose personal information pertaining to consumer and any child under parental control of the consumer 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.

**3.5 Non-Waiver**

The above enumerations of consumer 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.

**3.6 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 4  
UNION RIGHTS**

**4.1 Union Exclusivity**

The State shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to all terms and conditions of employment of Family Child Care Providers participating in the Working Connections or other subsidy programs that are within the State's control. However, the Union recognizes that the State in meeting its statutory obligations under RCW 43.215 may frequently interact with bargaining unit

members or groups that include bargaining unit members without notifying or requiring the Union's presence at those interactions.

**4.2 Union Activity**

The State agrees that no Provider shall be discriminated against, intimidated, restrained or coerced in or on account of the exercise of any rights granted by statute or Agreement, on account of membership or non-membership in, or lawful activities on behalf of the Union.

**4.3 Union Representatives**

The Union shall notify the State of the names of its official representatives and stewards, and changes in such representatives, as changes occur.

**4.4 Neutrality**

The State shall remain neutral on the question of union membership and union representation for Providers. All questions addressed to the State concerning membership in or representation by the Union will be referred to the Union.

**4.5 Lists**

The State will provide the Union with a list of Providers electronically on a monthly basis by the tenth (10<sup>th</sup>) business day of each month. This list will include:

- A. Month in which the service was provided;
- B. Name of all Providers who were paid a subsidy or subsidies in the previous calendar month as a product of their participation in Working Connections and other subsidy programs;
- C. Provider number;
- D. Billing address;
- E. Mailing address;
- F. Telephone number;
- G. Whether the provider is exempt or licensed;
- H. Amount of subsidy payment;
- I. Number of units billed; type of units billed (half-day, day or hour);
- J. Number of children billed; and
- K. Amount of Union dues or Fair Share fees that were deducted from the Provider's payments.

**4.6 Union Orientation**

The State shall notify the Union and shall grant access, not to exceed thirty (30) minutes, at the Exempt Provider's initial subsidy training. The State shall notify the Union and shall grant access, not to exceed thirty (30) minutes, at the Licensed Provider's licensing orientation. The Union presentation topics shall be limited to the following: the organization, Provider's representation status, union benefits and to distribute membership applications.

The Union may (at its discretion) provide the State with copies of a one (1) page brochure outlining the Provider's collective bargaining benefits to be distributed by the State with other orientation materials. This one (1) page document will be neutral in content and approved by the State prior to distribution.

**4.7 Bulletin Boards**

The Union shall be allowed to provide and maintain a bulletin board at Resource & Referral (R&R) offices, where space is available. The Department of Early Learning (DEL) shall inform R&R's of the rights of the Union to bulletin board space.

The Union will provide cork board bulletin boards (2' x 3') which may be hung portrait or landscape-style. The bulletin boards will be clearly marked as SEIU Local 925. Bulletin boards will be maintained by Union leaders and/or Union staff. The Union agrees that material posted on the bulletin board will be appropriate to the work place, politically non-partisan, in compliance with state ethics laws and clearly identified as union literature. SEIU communications may not be posted in any other location in the agency.

The parties agree that SEIU and the R&R will discuss the location in the facility for the SEIU bulletin board, and if they are unable to agree on a location, DEL will attempt to remedy the situation, appropriate to their subcontracted agent.

The Union shall be solely responsible for the costs and maintenance of all bulletin boards.

**4.8 Notices**

The State will provide to the Union either an electronic or hard copy of any notice provided by the State to all Providers.

**4.9 Production of Agreement**

The State shall pay fifty percent (50%) of the costs of producing and printing this agreement up to a maximum of twenty five thousand dollars (\$25,000) in sufficient quantities for distribution to the members of the bargaining unit.

**ARTICLE 5**

**UNION MEMBERSHIP AND UNION SECURITY**

**5.1 Union Security**

Not later than thirty (30) days following the first pay period of employment, or the effective date of employment, whichever is later, every family child care provider 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 provider 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.

## **5.2 Right of Non-Association**

It is the intent of this Agreement that the provisions of this Article safeguard the right of providers to remain non-members based on *bona fide* religious tenets or teachings of a church or religious body of which such provider is a member. Such providers 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 provider affected and the Union. On at least a quarterly basis, the provider shall furnish written proof to the Union that such payment has been made. Any provider 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 (1) or more nonreligious charitable organizations to which the provider is prepared to make alternative payments in lieu of the payments required by this union security provision. Within sixty (60) days after it receives written notice of a claimed right of non-association, the Union shall provide a written response to the worker, setting forth the position of the Union as to both:

- A. The eligibility of the provider to make alternative payments; and
- B. The acceptance or rejection by the Union of the charitable organization(s) suggested by the provider.
- C. Any disputes regarding the eligibility of the provider to make alternative payments and/or if the Union and provider are unable to mutually agree to a nonreligious charitable organization, the matter shall be forwarded to Public Employment Relations Commission (PERC) for final disposition.

## **5.3 Indemnify and Hold Harmless**

The Union and each provider 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 provider. 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 6**

### **DUES DEDUCTIONS**

The parties agree that because the SSPS payment system is unable to deduct union dues from a Provider's payment without extensive programming (the programming could take up to two (2) years and cost the Union up to one million three hundred thousand dollars (\$1.3 million)), they will implement the following procedure for the term of this CBA.

The parties agree that the State will reduce from the Provider's subsidy payment rate an amount equal to two percent (2%) for the payment of union dues for the duration of this agreement. The State will provide that amount directly to the Union in monthly installments.

The amount owed the Union each month will be determined based on the previous month's data sent to the Union on each provider and the amount of subsidy that each was paid each month. The check will be sent no later than the 15<sup>th</sup> of the month following the month of the subsidy calculations. The Union will be responsible for reimbursing providers who pay more than the dues cap and for enforcing other legal requirements related to dues collection.

In January of each year, the State will include on the Provider's IRS form 1099 and W-2 the amount of dues paid to the Union by the State on behalf of the Provider as reportable income.

The Union agrees to pay the cost of modifying the SSPS computer system to allow the State to withhold Union dues, voluntary PAC contributions and possible health care premium payments from each Provider in the amount determined by the Union and as agreed to by the Providers for the following contract beginning July 1, 2009.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

#### **Dispute Resolution Philosophy**

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

#### **7.1 Definition**

A grievance shall mean a dispute regarding the meaning or implementation of the provisions of this Agreement brought by the Union or a Provider. Neither the Union nor the Provider can grieve issues outside the scope of this Agreement,

including but not limited to selection or termination of Provider services by Consumer, and/or any action taken by the Consumer.

## 7.2 Grievance Procedure

### A. Informal Resolution

**Step 1:** In an attempt to resolve any grievable issue, the Provider and/or Union representative must confer with the State's designated representative prior to filing a written grievance by calling 1-888-270-0613.

The State will have thirty (30) days to either resolve the problem or, if unresolved, provide a written response to the issue to the Provider and/or Union.

### B. Written Grievance

**Step 2:** If the grievance is not resolved at Step 1, the Provider and/or Union representative may appeal the response from the State by setting forth the grievance in writing including a statement of the pertinent facts surrounding the grievance, the date on which the incident occurred, (including the date, time and individuals they've talked with attempting to find resolution at Step 1) and the alleged violations of the agreement and the specific remedy requested.

The written grievance shall be submitted to the Human Resources Office of the Department of Early Learning (DEL) within fifteen (15) days of receiving the State's Step 1 written response. If the provider attempted to resolve a payment issue through the informal process, the Provider will have fifteen (15) days after they receive the supplemental check and the payment issue still exists to file a grievance at Step 2. In the case of payment discrepancies, the timeline for claims is outlined in Article 10 Section 4.

In the case of non-payment disputes, grievances shall be filed within thirty (30) days of the occurrence of the alleged violation or when the Provider or the Union could reasonably have been aware of the incident giving rise to the grievance.

The written grievance may be submitted in person, by US mail, by fax or by e-mail.

DEL Director or designee shall schedule and hold a conference call with the grievant and his/her Union representative within twenty one (21) working 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 State will provide a written response to the

grievance within seven (7) working days from the date of the conference call.

C. OFM/Labor Relations Office

**Step 3:** If the grievance is not resolved at Step 2, within fourteen (14) days of the Step 2 denial or date the response was due, the provider and/or union representative may advance the grievance to the OFM Labor Relations Office.

The Labor Relations Office and a DEL representative shall schedule and hold a meeting or conference call with the grievant and union representative within twenty one (21) working days of receipt of the written grievance, in order to discuss and attempt to resolve the grievance. The State will provide a written response to the grievance within seven (7) working days. Both parties may agree to mutually extend the timelines and attempt mediation through the PERC or other service.

In the event the parties are unable to reach a resolution, the Union may request in writing within thirty (30) calendar days of the Step 3 response, or date such response was due, that the grievance be submitted to an independent arbitrator.

D. Arbitration

**Step 4:** The arbitrator shall be mutually agreed upon by the parties, or, upon failure to agree upon an arbitrator, the Union shall, within fourteen (14) days of the request for arbitration, request a list of seven (7) arbitrators from the American Arbitration Association. The parties shall select an arbitrator by alternately striking names from the list of seven (7) arbitrators. A coin toss shall determine which party shall first strike.

The award of the Arbitrator shall be final and binding upon both parties. The parties shall each pay one half (1/2) the costs of the Arbitration, including the fees of the Arbitrator and the proceeding itself. However, each party shall bear the cost of their own representation, advocacy and witnesses. The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

**7.3 Payment and Overpayment**

Payment disputes (other than overpayment) shall be subject to the grievance process. Disputes regarding overpayments are only resolved through the Fair Hearing Process.

**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. 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.

**7.5 Licensing Issues**

Issues involving licensing of providers (including but not limited to denial, compliance agreement, suspension, and revocation) are not subject to the grievance process.

**ARTICLE 8  
LABOR/MANAGEMENT COMMITTEE MEETINGS**

**8.1 Labor Management Committee**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss matters of mutual concern, the DEL Executive Director or designee shall meet, as may be reasonably necessary, but no less than semi-annually, with representatives of the Union. The parties shall exchange agendas one (1) week prior to the scheduled meeting. There shall be at least a two (2) week notice of these meetings.

**ARTICLE 9  
GENERAL PROVISIONS**

**9.1 Income Verification**

Upon the request of a Provider or any third party with the written authorization of the Provider, the State shall provide written verification of past payments to the Provider and the Providers participation in the Working Connections Program and any other subsidy programs.

**9.2 No Strike/No Lockout**

During the term of this Agreement, neither the Union, the child care Providers and/or their representatives shall directly or indirectly engage in, authorize, assist, encourage, sanction or support any strike, walkout, slowdown, sickout or other similar interference with services to children provided by the child care providers.

The Union, child care Provider and their agents shall not, for purposes of enforcing this Agreement, conduct picketing against any and all branches and departments of Washington State government, the State of Washington, its agents and/or its representatives. In the event that the State believes that any activity prohibited by this article is imminent or is occurring, the State's representative shall contact the President 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 Consumer's right to select, hire, and terminate any child care Provider with or without cause, the parties agree that the State does not have the authority to lock out the Union or the child care providers.

**9.3 Provider Files**

A child care Provider may examine his or her own documents in the possession or control of the State. Review of the documents will be in the presence of a State representative during business hours, unless otherwise arranged. Written authorization from the Provider is required before the Union will be granted access to the Provider's documents. The Provider and/or the Union may not remove any contents; however, a Provider may provide a written rebuttal to any information in the file that he or she considers objectionable. A Provider may request a copy of the contents of their file and will receive it within thirty (30) working days of a written request, with the exception of pending referrals and unresolved complaints. The State may charge a reasonable fee for copying any documents requested by the Provider or the Union. If the Provider has questions about any of the information that has been provided, they can file a written appeal with DEL for a review, explanation and correction, if necessary.

**9.4 Language Accessibility**

The State shall continue to follow its current practice regarding publication of documents and use of interpreters in dealing with child care Providers.

**9.5 Providers' Rights**

The State recognizes the rights of Providers to select the children to be placed in their care, to terminate the relationship with Consumers, and to enter into private agreements with Consumers that do not contradict federal law, state law, the policies of the Department of Early Learning and other federal or state subsidy programs.

**ARTICLE 10  
PAYMENT**

**10.1 Timely Payment**

The State shall ensure that child care Providers receive timely, regular and accurate payments for care provided. If a Provider chooses direct deposit, the payment will be processed for direct deposit the first business day of the month following the most recent month of service on the invoice, or after calling in an invoice, whichever is later. If a Provider uses Invoice Express, DSHS will process the payment the first business day of the month following the most recent month of service on the invoice, or after calling in an invoice, whichever is later.

## **10.2 Payment for Care Provided**

Payment will be made:

1. When a Consumer has been determined eligible and has been issued an award/change letter;
2. When an eligible Licensed Provider is selected to provide care; or
3. From the date an Exempt Provider meets all of the following:
  - a. has completed Part 2 of the application;
  - b. has been determined not to be disqualified by the criminal or CAMIS background check;
  - c. and is selected to provide care; and
4. When the Provider actually provides care to the child; within the dates of eligibility contained in the award letter.

In the case of verbal confirmation, Providers shall request the case number shown on the award/change letter. Providers must call the Working Connections Information Phone (WCIP) number 1-866-218-3244 with the Provider number and the case number to confirm authorization.

## **10.3 Termination Notice**

The State shall notify child care Providers of the termination of subsidy benefits for the child or the Consumer at the same time that Consumers are notified. Consumers are given ten (10) days notice prior to termination. If the Provider receives notice after the termination date, they will be paid retroactive for all care provided.

## **10.4 Payment Discrepancies**

Providers must submit a claim for payment to the State for child care services no later than twelve (12) months after the date of service.

For the purposes of correcting errors on payments (where the claim for payment has been submitted on time), the time limit for either party to correct an error on a payment and seek reimbursement is:

1. Two (2) years if the error is on rates paid by age and/or region; and
2. Up to three (3) years if the error is on any other issue. The State and the Provider will take into consideration the amount owed and other issues in considering whether to pursue payment. The State will not pursue

overpayments against the Provider for any length of time for payment errors solely caused by parent mistakes.

The two (2) year limit does not apply to federal audits, which could go back three (3) years.

Disputes regarding underpayments shall be grievable. Disputes regarding overpayments shall not be grievable but shall be subject to the fair hearings process.

**10.5 Direct Deposit Payment Option**

Providers shall be offered the option of having their payments directly deposited in their personal bank accounts.

**10.6 Changes in Authorizations**

The State agrees to continue to provide notice to the Consumer that they may request full-time pre-authorization that begins on the day after school is out. The State will mail a copy of the same notice to the Provider.

**ARTICLE 11  
FEES AND DIFFERENTIALS**

**11.1 Registration Fee**

The State shall provide an annual registration fee of up to fifty dollars (\$50.00) per child for Licensed Providers. The State will pay this fee more than once per year if the child leaves care and returns more than sixty (60) days later.

All Providers shall ensure that the registration fee they charge the State is no greater than their private pay registration fees. If a Provider charges the State a higher amount than their private pay Consumers, the Provider admits that an overpayment has occurred and a reimbursement is owed to the State.

**11.2 Infant Pay Differential and Age**

Infants shall be at least fifteen percent (15%) above the Toddler/Preschool rate; no rate shall be lowered as a result of this agreement.

**11.3 Non-Standard Hours and Overtime Payment**

For licensed providers, the current practice on overtime shall continue, specifically any hours over ten (10) in a day is paid at an additional half (1/2) day of pay, and the State pays an additional day of pay for care longer than fifteen (15) hours in a twenty four (24) hour period.

Effective January 1, 2008, the State authorizes the non-standard hours payment when a child needs forty five (45) hours or more of nonstandard care per month. Non-standard hours are defined as before 6:00 a.m., after 6:00 p.m. or any hours

on Saturday, Sunday or holidays. Once a Licensed Provider has reached the forty five (45) hour threshold, the State agrees to pay a non-standard hour bonus of fifty dollars (\$50) per child per month. The total cost of the non-standard hours bonus will not exceed two million dollars (\$2,000,000) per biennium. The State agrees to provide information to the union on January 1, 2009 regarding the utilization of the non-standard hours bonus.

**11.4 Field Trip Fee**

The State will provide up to twenty dollars (\$20) per child per month for admission fees and other enriching activities.

**11.5 Special Needs**

The State will accept an IFP, IEP, or IHP as long as all required information is included, as defined in WAC 388.290.0230 (2) as verification of the need for special needs care/rate.

**ARTICLE 12  
SUBSIDY RATES**

**12.1 Subsidy Rate Increases**

Subsidy rates for Licensed Providers shall be increased across the board by seven percent (7%) effective July 1, 2007 and three percent (3%) effective July 1, 2008.

Subsidy rates for Exempt Providers shall be increased by four percent (4%) effective July 1, 2007 and three percent (3%) effective July 1, 2008.

All Providers shall ensure that the rate they charge the State is no greater than their usual private pay rates. If a Provider charges the State a higher amount than their usual private pay Consumers, the Provider agrees that an overpayment has occurred and a reimbursement is owed to the State. This overpayment will not be subject to the grievance procedure, but it is subject to the Fair Hearing Process.

**12.2 Committee to Recommend Rate Setting Changes**

The State, the Union, and other interested parties shall participate in a committee to explore alternatives to the current subsidy rate setting process with recommendations presented to the Department of Early Learning (DEL) no later than June 30, 2008.

**12.3 License Exempt Hourly Rates**

Effective July 1, 2007, the hourly rate of pay for license exempt providers will match that given for the first (1<sup>st</sup>) child for all children to whom services are provided. (Except as modified in Appendix B, Memorandum of Understanding).

#### **12.4 Tiered Reimbursement**

DEL will participate in tiered reimbursement pilot projects as recommended by the Early Learning Council and/or Washington Learns with a financial commitment to Licensed Providers of no more than four hundred thousand dollars (\$400,000) for achieving various levels of quality.

The State agrees to bargain over the formula if it implements a tiered reimbursement program for Licensed Providers.

### **ARTICLE 13 HEALTH CARE**

#### **13.1 Coverage**

Effective July 1, 2008, the State agrees to pay monthly contributions on behalf of licensed providers whom are entitled to coverage under the terms of this Agreement to the SEIU 775 Multi-Employer Health Benefits Trust (referred to as the "Trust") pursuant to the terms and conditions set forth in this Article. Coverage for entitled licensed providers shall begin subsequent to legislative funding approval and as provided above. The Trust will provide health coverage for an entitled licensed provider, but only to the extent of the Trust Benefits Program and only if the State timely makes the contribution for that entitled licensed provider in the month prior to the month of coverage. Entitled licensed providers who do not provide written authorization for the required payroll deduction in Section 3 shall not receive coverage until they have provided written authorization and the State has timely remitted all contributions.

#### **13.2 Intent**

The parties agree that the intent of this Article 13 is to provide health care coverage only to those licensed providers who do not have other health insurance coverage, to the extent permitted by law and pursuant to the terms and conditions set forth in this Article 13.

#### **13.3 Contributions**

The State shall contribute up to five hundred fifty five dollars (\$555) per month per entitled licensed provider to the Trust. Total contributions by the State for the time period from July 1, 2008 through June 30, 2009 will be no more than three hundred forty five thousand eight hundred thirty three dollars (\$345,833) per month for all entitled licensed providers, and up to three hundred ninety thousand eight hundred thirty three dollars (\$390,833) the first (1<sup>st</sup>) month to recognize initial administrative costs, excluding the payroll deduction described below:

- A. The State will make the contribution described above after the entitled licensed provider elects to contribute an amount, to be established by the Trustees of the Trust, to the Trust. This amount contributed by the entitled licensed provider shall not be less than seventeen dollars (\$17) per month,

shall be withheld by the State from the entitled licensed provider's monthly payment and shall be remitted monthly to the Trust by the State. The State will implement all administrative and legal policies, procedures, and forms to facilitate this contribution as a deduction from the subsidy payments of entitled licensed providers, and shall work with the Union and Trust to reasonably communicate its availability to licensed Providers and comply with all applicable laws.

- B. The State will spend up to eight hundred fifty thousand dollars (\$850,000) reprogramming the SSPS payment system to allow eligible licensed providers to elect and the State to make and deliver to the Trust payroll deductions of employee contributions toward Trust Benefits Program coverage, as well as other changes needed to implement this Article. If the state computer system is not ready to process premium deduction by July 1, 2008 or the State has otherwise not implemented all procedures or forms necessary to make and deliver payroll deductions to the Trust, the State will timely contribute to the Trust the amounts described above and the Trust will be responsible for collecting from the entitled licensed provider the amount of "co-pay" discussed in paragraph A above, until the State is able to collect that amount from the entitled licensed provider's subsidy payment.

Effective January 1, 2008 the State will remit to the Trust's third party administrator licensed provider payroll and other information reasonably required by the Trust to facilitate contributions beginning July 1, 2008 and determine eligibility on a monthly basis. The Trust's third party administrator will determine eligibility as described below, and begin billing the State for health care for eligible providers.

- C. The State shall make payment of the required contributions by and through its designated payor the Washington State Department of Early Learning (referred to as "DEL"). DEL shall deliver the payroll information to the Trust's third party administrator by the 30<sup>th</sup> of each month, for work in the prior month. Contributions for that prior month shall be paid the 30<sup>th</sup> (or the date that the State currently pays on behalf of SEIU 775 members) of the following month (the second month after work), and after DEL receives a transmittal from the Trust that the individual is an entitled licensed Provider and the amount owed.
- D. SEIU 925 has been advised by the Trust of the amounts required to fund the current plan of benefits. The contribution amounts set forth herein represent the State contribution obligations during the term of this Agreement. The State shall not be obligated to pay additional or different amounts which might be established by the Trust and its Board of Trustees.

#### **13.4 Eligibility**

Eligible licensed providers are licensed providers who have:

- 1) filled out all Trust documents;
- 2) elected to make the payroll deduction contribution described above;
- 3) cared for at least four (4) subsidized children for at least twenty two (22) subsidized units collectively (one (1) unit equals one (1) full day or two (2) half (1/2) days) in the month that the Provider is determined entitled to receive health care;
- 4) satisfied other criteria that the Trustees may determine, and
- 5) who are not otherwise eligible to receive health care benefits through other family coverage or other employment based coverage.

The Trust may also limit enrollment on a first enrolled basis.

#### **13.5 Indemnify and Hold Harmless**

The Trust Fund shall be the policyholder 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 State, 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. No term in this Agreement shall apply to the extent it is prohibited by law.

#### **13.6 Unique Relationship Affirmed**

The Trust shall provide SEIU 925 with the annual audit of the Trust performed by a certified public audit firm. SEIU 925 will make that document available to the State.

#### **13.7 Trust a Separate Entity**

The bargaining Parties hereby affirm that the Trust is a legally constituted joint labor and management trust fund separate and distinct from the bargaining Parties, and is a third party beneficiary to this Agreement. The Trust is not, and shall not be, deemed, regarded or established as a public agency, fund, benefit plan or entity by reason of receipt of public funding pursuant to this Agreement. The State agrees to be bound by the provisions of the Trust's Agreement and Declaration of Trust under the terms outlined in this Agreement.

#### **13.8 Alternative to the SEIU 775 Trust**

Should the Trustees of the Trust choose not to accept this agreement, or the Union chooses to pursue other health care provider options, the terms of this article shall

remain in effect with the newly named provider. The parties agree that if the Union elects not to use the SEIU 775 Trust, the parties will meet to discuss SEIU 925's choice for Provider health care.

## **ARTICLE 14**

### **TRAINING AND INCENTIVES**

#### **14.1 Training – Licensed**

For Licensed Providers who need assistance, the State will continue to provide scholarship funds (at the same level as provided in the 05-07 biennial budget or more as DEL determines necessary) to help pay the cost for the initial twenty (20) hours of STARS training or equivalent training, and ongoing ten (10) hours per year.

The state will continue to allow Licensed Providers to bill for three (3) professional development (training) days, per current practice, at the Provider's discretion.

#### **14.2 Licensing and Training for Exempt Providers**

The State agrees to establish a fund of three hundred thousand dollars (\$300,000) to assist Exempt providers with:

1. becoming a Licensed Home Provider; and/or
2. taking DEL approved training classes.

Exempt Providers who become Licensed Home Providers will be paid two hundred fifty dollars (\$250) within sixty (60) days of becoming licensed.

Exempt Providers will be reimbursed up to two hundred dollars (\$200) in tuition costs for taking approved DEL training.

These payments to Exempt Providers will be made on a first come basis until the three hundred thousand dollars (\$300,000) is spent or until the expiration date of this Agreement, whichever comes first.

The state will allow license exempt providers to bill for four (4) hours of mandatory subsidy training at their hourly rate per child.

#### **14.3 Mandatory Training on Subsidies**

All Providers shall be required to take subsidy training at least once during the life of this agreement in order to be eligible to receive subsidies. The State shall provide mandatory subsidy training to Providers in every geographic region, on-line and at various times, days, evenings and weekends. The State shall pay for

the cost of delivering the training, but shall not pay for the cost of the Provider attending the training.

**14.4 Mandatory Training on Licensing WACs**

All Licensed Providers shall be required to take training on licensing WACs at least once during the life of this agreement as specified by DEL. The State shall provide this mandatory training on licensing WACs to Licensed Providers in every geographical region, on-line and at various times, days, evenings and weekends. The state shall pay for the cost of delivering the training, but shall not pay for the cost of the Provider attending the training.

**ARTICLE 15  
FOOD PROGRAM**

- 15.1** Exempt child care providers that have been approved for subsidy payments from the State of Washington’s child care assistance programs shall have access to the U.S. Department of Agriculture’s (USDA) Child and Adult Care Food Program (CACFP) when they care for children in their residence. Access shall be contingent upon a signed agreement between the Exempt provider and a Family Day Care Home Sponsor who has an approved agreement with the Office of Superintendent of Public Instruction. Exempt providers shall comply with all USDA requirements for participation in the CACFP.

DEL will provide a list of Family Day Care Home Sponsors for Exempt providers. Access to CACFP is subject to sponsor capacity and the number of providers requesting access. Therefore, access will need to be developed and phased in over a period of time based upon capacity increases.

**ARTICLE 16  
HOLIDAYS AND ABSENT DAYS**

**16.1 Holidays**

If the Licensed Provider is closed on the following holidays, they will be compensated as a day the child attends:

New Year’s Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
the day after Thanksgiving	
Christmas Day	December 25

**16.2 Absent Days**

When a subsidized child is absent, the State shall pay the Licensed Provider up to five (5) days per month. The five (5) days per month shall not accumulate from month to month.

**ARTICLE 17  
STATE (EMPLOYER) RIGHTS**

**17.1 Core Management Rights**

It is understood and agreed by the parties that the State has core management rights. Except to the extent modified by this Agreement, the State 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 State and the State has the right to decide and implement its decisions regarding such management rights. Economic matters shall continue to be mandatory subjects of bargaining between the parties as provided in RCW 41.56.

**17.2 Rights Reserved to the State**

Examples of the rights reserved solely to the State, 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 State;
- B. to establish the State'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 State'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 State may propose;
- D. to manage, direct and control all of the State'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 State's duties or exercise of the State's powers, including contracts with public and private agencies, organizations or corporations and individuals to pay them for services rendered or furnished;
- H. to determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement;
- I. to extend, limit or contract out any or all services and/or programs of the State except as otherwise limited under Article 8 Labor/Management Committee and specific to contracting out of bargaining unit work;
- J. to take whatever actions the State deems necessary to carry out services in an emergency. The State shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard;
- K. 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 State's ability to provide services;
- L. to determine the method, technological means and numbers and kinds of personnel by which operations are undertaken;
- M. to maintain and promote the efficiency of public operations entrusted to the State.

**17.3 Non-Inclusive**

The above enumerations of State rights are not inclusive and do not exclude other State rights not specified including those duties, obligations or authority provided under RCW 41.56 and RCW 43.215 and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the State shall not be construed to mean that any right of the State is waived.

**17.4 Grievable Action**

No action taken by the State 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.

**17.5 Fulfillment of Statutory Obligation**

As provided under RCW 41.56, this Agreement expressly reserves the right of the Washington State Legislature to approve or not approve the funds necessary to implement the compensation and benefits provision of this agreement. In addition, this agreement expressly reserves the Legislature's right to make

programmatic modifications to the delivery of State services through child care subsidy programs, including standards of eligibility of parents, legal guardians, and family child care providers participating in child care subsidy programs, 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, nor diminishing the rights of Consumers as described in Article 3.

**17.6 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 to the extent that the State has lawful control over those subjects. This specifically includes economic compensation; such as the manner and rate of subsidy and reimbursement, including tiered reimbursements; health and welfare benefits; professional development and training; and other economic matters.

**ARTICLE 18**  
**TERM OF THE AGREEMENT**

**18.1 Severability**

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority that are not subject to collective bargaining. Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**18.2 Term of the Agreement**

This Agreement shall be effective July 1, 2007 and shall remain in full force and effect until June 30, 2009. The parties shall begin negotiations no later than February 1, 2008. 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, 2009, 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.

**ARTICLE 19**  
**COMPLETE AGREEMENT**

- 19.1** 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.
- 19.2** 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.

## Appendix A

### 7/1/07 Maximum Child Care Rates

#### Licensed Family Homes - Full Day

	Infant	Toddler	Pre-School	School-Age
Region 1	\$23.58	\$20.50	\$20.50	\$18.23
Spokane Co.	\$24.12	\$20.97	\$20.97	\$18.65
Region 2	\$24.90	\$21.65	\$19.37	\$19.37
Region 3	\$33.04	\$28.48	\$25.06	\$22.78
Region 4	\$38.87	\$33.80	\$28.48	\$27.34
Region 5	\$26.20	\$22.78	\$21.65	\$19.37
Region 6	\$26.20	\$22.78	\$22.78	\$21.65

#### Licensed Family Homes - Half Day

	Infant	Toddler	Pre-School	School-Age
Region 1	\$11.79	\$10.25	\$10.25	\$9.12
Spokane Co.	\$12.06	\$10.49	\$10.49	\$9.32
Region 2	\$12.45	\$10.83	\$9.68	\$9.68
Region 3	\$16.52	\$14.24	\$12.53	\$11.40
Region 4	\$19.45	\$16.91	\$14.24	\$13.67
Region 5	\$13.11	\$11.40	\$10.83	\$9.68
Region 6	\$13.11	\$11.40	\$11.40	\$10.83

#### Exempt Care - Hourly Rates

First Child	\$2.14
Additional children from same family	\$2.11

## Appendix A

### 7/1/08 Maximum Child Care Rates

#### Licensed Family Homes - Full Day

	Infant	Toddler	Pre-School	School-Age
Region 1	\$24.29	\$21.12	\$21.12	\$18.78
Spokane Co.	\$24.84	\$21.60	\$21.60	\$19.21
Region 2	\$25.65	\$22.30	\$19.95	\$19.95
Region 3	\$34.03	\$29.33	\$25.81	\$23.46
Region 4	\$40.04	\$34.81	\$29.33	\$28.16
Region 5	\$26.99	\$23.46	\$22.30	\$19.95
Region 6	\$26.99	\$23.46	\$23.46	\$22.30

#### Licensed Family Homes - Half Day

	Infant	Toddler	Pre-School	School-Age
Region 1	\$12.14	\$10.56	\$10.56	\$9.39
Spokane Co.	\$12.42	\$10.80	\$10.80	\$9.60
Region 2	\$12.82	\$11.15	\$9.97	\$9.97
Region 3	\$17.02	\$14.67	\$12.91	\$11.74
Region 4	\$20.03	\$17.42	\$14.67	\$14.08
Region 5	\$13.50	\$11.74	\$11.15	\$9.97
Region 6	\$13.50	\$11.74	\$11.74	\$11.15

#### Exempt Care - Hourly Rates

First Child	\$2.20
Additional children from same family	\$2.17

## **CBA Appendix B**

### **Memorandum of Understanding SEIU Local 925 and the State of Washington**

#### License Exempt Child Care Provider Training Incentive Plan

In an effort to raise the quality of care in the license exempt provider sector by encouraging training, SEIU Local 925 and the Employer have agreed to implement a pilot project during the life of the first contract July 1, 2007 – June 30, 2009.

#### **FUNDING**

The subsidy rate for all additional children in the same family in exempt care shall be increased to 98.5% of the rate of the first child rate, rather than to 100% of the rate that was awarded by the arbitrator. The new rate takes effect on July 1, 2007 and will be \$2.11 for the additional sibling. That rate will increase by 3% on July 1, 2008 per the award.

The parties estimate that this decrease from 100% to 98.5% of the additional child rate will save \$676,000 over the course of the contract and will be used to fund this pilot project.

#### **IMPLEMENTATION**

**Financial Incentive:** License exempt providers who receive at least 10 hours of approved training will be eligible for a \$600 incentive, to be paid the month following the completion of the training. Incentive payments will not under any circumstances be paid after June 30, 2009 under the terms of this Memorandum of Understanding. Incentive payments cannot be accelerated. The parties agree that the maximum amount of payable incentives will be capped at \$676,000 less any applicable administrative costs.

Following the completion of the original 10 hours of training and receipt of the \$600 incentive, providers who take an additional 10 hours of approved training will be paid an additional \$600 incentive after twelve months or more.

**Training:** Providers can obtain their minimum 10 hours of training in any combination of the following ways: take already existing STARS training on-line or in person; take training provided through the Office of the Superintendent of Public Instruction and the Federal Child and Adult Food Program (CACFP) administered through OSPI in Washington state; or by participating in the “Play and Learn” groups being offered in certain counties of the state for family, friends and neighbors caregivers, or other

approved Department of Early Learning (DEL) training. All training must be documented and approved through DEL.

DEL may contract with a 3<sup>rd</sup> party provider for administration of this pilot project. SEIU 925 will have access to funds from DEL to pay for STARS training to be offered at union events up to \$20,000. SEIU 925 will submit vouchers to DEL for reimbursement for this training as needed. SEIU 925 will be provided monthly reports in excel format with the provider names, numbers and training the have taken, and bonuses paid.

OUTREACH: The goal for the two year project will be to get at least 500 providers to obtain at least 10 hours of training per year. SEIU 925 will work closely with DEL, OSPI, and Play and Learn groups to advertise the program and encourage participation.

EVALUATION: Both parties agree to evaluate the program at the end of the first and second year periods for effectiveness and re-visit the issue in the next round of negotiations. If, following the first year of this MOU, the incentive pool is underutilized; the parties agree to meet and discuss possible changes. The parties agree that the goal of the project is to use this entire fund to encourage training and provide successful financial incentives to raise the quality of care.

Signed and dated:

\_\_\_\_\_ Date  
John Eastin  
Labor Negotiator  
OFM/LRO

\_\_\_\_\_ Date  
Kim Cook  
President  
SEIU Local 925

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007

For the Service Employees International Union 925:

\_\_\_\_\_/s/  
Kim Cook  
President

\_\_\_\_\_/s/  
Sandra Conrad

\_\_\_\_\_/s/  
Lavonne Counley

\_\_\_\_\_/s/  
Cami Ditolla

\_\_\_\_\_/s/  
Jane Elfering

\_\_\_\_\_/s/  
Paula Hall

\_\_\_\_\_/s/  
Carol Harris-Davis

\_\_\_\_\_/s/  
SiSi Harry-McDade

\_\_\_\_\_/s/  
Patrica Holm

\_\_\_\_\_/s/  
Donna Horne

\_\_\_\_\_/s/  
Chrystale Kelly

\_\_\_\_\_/s/  
Cathy McPeek

\_\_\_\_\_/s/  
Frankie Meaders

\_\_\_\_\_/s/  
Kathy Miller

\_\_\_\_\_/s/  
Linda Ramuta

\_\_\_\_\_/s/  
Wendy Reid

\_\_\_\_\_/s/  
Tracey Rodgers

\_\_\_\_\_/s/  
Laura Tanzy

