COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE STATE OF WASHINGTON

AND

SERVICE EMPLOYEES
INTERNATIONAL UNION 925

EFFECTIVE
JULY 1, 2009 THROUGH JUNE 30, 2011
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>PREAMBLE</strong></td>
<td></td>
</tr>
<tr>
<td>ARTICLE 1</td>
<td><strong>UNION RECOGNITION</strong></td>
<td>1</td>
</tr>
<tr>
<td>1.1</td>
<td>Union Recognition</td>
<td>1</td>
</tr>
<tr>
<td>1.2</td>
<td>Integrity of the Bargaining Unit</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td><strong>NON-DISCRIMINATION</strong></td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td><strong>CONSUMER RIGHTS</strong></td>
<td>1</td>
</tr>
<tr>
<td>3.1</td>
<td>Definition of Consumer</td>
<td>1</td>
</tr>
<tr>
<td>3.2</td>
<td>Consumer Rights</td>
<td>1</td>
</tr>
<tr>
<td>3.3</td>
<td>Information Regarding Consumers</td>
<td>2</td>
</tr>
<tr>
<td>3.4</td>
<td>Consumer Confidentiality</td>
<td>2</td>
</tr>
<tr>
<td>3.5</td>
<td>Non-Waiver</td>
<td>2</td>
</tr>
<tr>
<td>3.6</td>
<td>Consumers Not Subject to Grievance Procedure</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td><strong>UNION RIGHTS</strong></td>
<td>2</td>
</tr>
<tr>
<td>4.1</td>
<td>Union Exclusivity</td>
<td>2</td>
</tr>
<tr>
<td>4.2</td>
<td>Union Activity</td>
<td>3</td>
</tr>
<tr>
<td>4.3</td>
<td>Union Representatives</td>
<td>3</td>
</tr>
<tr>
<td>4.4</td>
<td>Neutrality</td>
<td>3</td>
</tr>
<tr>
<td>4.5</td>
<td>Lists</td>
<td>3</td>
</tr>
<tr>
<td>4.6</td>
<td>Union Orientation</td>
<td>3</td>
</tr>
<tr>
<td>4.7</td>
<td>Bulletin Boards</td>
<td>4</td>
</tr>
<tr>
<td>4.8</td>
<td>Notices</td>
<td>4</td>
</tr>
<tr>
<td>4.9</td>
<td>Production of Agreement</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td><strong>UNION MEMBERSHIP AND UNION SECURITY</strong></td>
<td>5</td>
</tr>
<tr>
<td>5.1</td>
<td>Union Security</td>
<td>5</td>
</tr>
<tr>
<td>5.2</td>
<td>Right of Non-Association</td>
<td>5</td>
</tr>
<tr>
<td>5.3</td>
<td>Indemnify and Hold Harmless</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td><strong>DUES DEDUCTIONS, AGENCY FEES AND CONTRIBUTIONS</strong></td>
<td>6</td>
</tr>
<tr>
<td>6.1</td>
<td>Deductions</td>
<td>6</td>
</tr>
<tr>
<td>6.2</td>
<td>Documentation to Providers</td>
<td>6</td>
</tr>
<tr>
<td>6.3</td>
<td>Implementation Costs</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td><strong>GRIEVANCE PROCEDURE</strong></td>
<td>7</td>
</tr>
<tr>
<td>7.1</td>
<td>Definitions</td>
<td>7</td>
</tr>
<tr>
<td>7.2</td>
<td>Grievance Procedure</td>
<td>8</td>
</tr>
<tr>
<td>Article</td>
<td>Title</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>7.3</td>
<td>Payment and Overpayment</td>
<td>10</td>
</tr>
<tr>
<td>7.4</td>
<td>Licensing and Regulatory Issues</td>
<td>10</td>
</tr>
<tr>
<td><strong>Article 8</strong></td>
<td><strong>Labor/Management Committee Meetings</strong></td>
<td><strong>10</strong></td>
</tr>
<tr>
<td>8.1</td>
<td>Labor Management Committee</td>
<td>10</td>
</tr>
<tr>
<td><strong>Article 9</strong></td>
<td><strong>General Provisions</strong></td>
<td><strong>11</strong></td>
</tr>
<tr>
<td>9.1</td>
<td>Income Verification</td>
<td>11</td>
</tr>
<tr>
<td>9.2</td>
<td>No Strike/No Lockout</td>
<td>11</td>
</tr>
<tr>
<td>9.3</td>
<td>Provider Documents</td>
<td>11</td>
</tr>
<tr>
<td>9.4</td>
<td>Language Accessibility</td>
<td>12</td>
</tr>
<tr>
<td>9.5</td>
<td>Providers’ Rights</td>
<td>12</td>
</tr>
<tr>
<td><strong>Article 10</strong></td>
<td><strong>Payment</strong></td>
<td><strong>12</strong></td>
</tr>
<tr>
<td>10.1</td>
<td>Timely Payment</td>
<td>12</td>
</tr>
<tr>
<td>10.2</td>
<td>Payment for Care Provided</td>
<td>12</td>
</tr>
<tr>
<td>10.3</td>
<td>Termination Notice</td>
<td>13</td>
</tr>
<tr>
<td>10.4</td>
<td>Payment Discrepancies</td>
<td>13</td>
</tr>
<tr>
<td>10.5</td>
<td>Direct Deposit Payment Option</td>
<td>13</td>
</tr>
<tr>
<td>10.6</td>
<td>Changes in Authorizations and Reapplications</td>
<td>13</td>
</tr>
<tr>
<td>10.7</td>
<td>Consumer’s Travel Time</td>
<td>14</td>
</tr>
<tr>
<td><strong>Article 11</strong></td>
<td><strong>Fees and Differentials</strong></td>
<td><strong>14</strong></td>
</tr>
<tr>
<td>11.1</td>
<td>Registration Fee</td>
<td>14</td>
</tr>
<tr>
<td>11.2</td>
<td>Infant Pay Differential and Age; Enhanced Toddler Rate</td>
<td>14</td>
</tr>
<tr>
<td>11.3</td>
<td>Non-Standard Hours and Overtime Payment</td>
<td>15</td>
</tr>
<tr>
<td>11.4</td>
<td>Field Trip Fee</td>
<td>15</td>
</tr>
<tr>
<td>11.5</td>
<td>Special Needs</td>
<td>15</td>
</tr>
<tr>
<td><strong>Article 12</strong></td>
<td><strong>Subsidy Rates</strong></td>
<td><strong>15</strong></td>
</tr>
<tr>
<td>12.1</td>
<td>Subsidy Rate Increases</td>
<td>15</td>
</tr>
<tr>
<td>12.2</td>
<td>Committee to Recommend Rate Setting Changes</td>
<td>16</td>
</tr>
<tr>
<td>12.3</td>
<td>License Exempt Hourly Rates</td>
<td>16</td>
</tr>
<tr>
<td>12.4</td>
<td>Tiered Reimbursement</td>
<td>16</td>
</tr>
<tr>
<td><strong>Article 13</strong></td>
<td><strong>Health Care</strong></td>
<td><strong>16</strong></td>
</tr>
<tr>
<td>13.1</td>
<td>Coverage</td>
<td>16</td>
</tr>
<tr>
<td>13.2</td>
<td>Intent</td>
<td>17</td>
</tr>
<tr>
<td>13.3</td>
<td>Contributions</td>
<td>17</td>
</tr>
<tr>
<td>13.4</td>
<td>Eligibility</td>
<td>18</td>
</tr>
<tr>
<td>13.5</td>
<td>Indemnify and Hold Harmless</td>
<td>18</td>
</tr>
<tr>
<td>13.6</td>
<td>Unique Relationship Affirmed</td>
<td>18</td>
</tr>
<tr>
<td>13.7</td>
<td>Trust a Separate Entity</td>
<td>19</td>
</tr>
<tr>
<td>13.8</td>
<td>Alternative to the SEIU 775 Trust</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>TITLE</td>
<td>PAGE</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>ARTICLE 14</td>
<td>TRAINING AND INCENTIVES</td>
<td>19</td>
</tr>
<tr>
<td>14.1</td>
<td>Training – Licensed</td>
<td>19</td>
</tr>
<tr>
<td>14.2</td>
<td>Licensing and Training for Exempt Providers</td>
<td>19</td>
</tr>
<tr>
<td>14.3</td>
<td>Mandatory Training on Subsidies</td>
<td>21</td>
</tr>
<tr>
<td>14.4</td>
<td>Mandatory Training on Licensing WACs</td>
<td>21</td>
</tr>
<tr>
<td>ARTICLE 15</td>
<td>FOOD PROGRAM</td>
<td>21</td>
</tr>
<tr>
<td>ARTICLE 16</td>
<td>HOLIDAYS AND ABSENT DAYS</td>
<td>22</td>
</tr>
<tr>
<td>16.1</td>
<td>Holidays</td>
<td>22</td>
</tr>
<tr>
<td>16.2</td>
<td>Absent Days</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 17</td>
<td>STATE RIGHTS</td>
<td>22</td>
</tr>
<tr>
<td>17.1</td>
<td>Core Management Rights</td>
<td>22</td>
</tr>
<tr>
<td>17.2</td>
<td>Rights Reserved to the State</td>
<td>22</td>
</tr>
<tr>
<td>17.3</td>
<td>Non-Inclusive</td>
<td>24</td>
</tr>
<tr>
<td>17.4</td>
<td>Grievable Action</td>
<td>24</td>
</tr>
<tr>
<td>17.5</td>
<td>Fulfillment of Statutory Obligation</td>
<td>24</td>
</tr>
<tr>
<td>17.6</td>
<td>Duty to Bargain</td>
<td>24</td>
</tr>
<tr>
<td>ARTICLE 18</td>
<td>TERM OF THE AGREEMENT</td>
<td>24</td>
</tr>
<tr>
<td>18.1</td>
<td>Severability</td>
<td>24</td>
</tr>
<tr>
<td>18.2</td>
<td>Term of the Agreement</td>
<td>25</td>
</tr>
<tr>
<td>ARTICLE 19</td>
<td>COMPLETE AGREEMENT</td>
<td>25</td>
</tr>
</tbody>
</table>

APPENDICES

APPENDIX A  
Subsidy Rates  
A-1

APPENDIX B  
Subsidy Programs Covered by the Collective Bargaining Agreement  
A-2
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 for caring for children served through the child care subsidy programs outlined in Appendix B.

- 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 family and license-exempt 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 bargaining unit members. 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 fifteenth (15th) 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 bargaining unit work;
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;
K. Amount of Union dues or Fair Share fees that were deducted from the Provider’s payments; and
L. Provider’s Email address, if available.

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 in-person subsidy training. If the training is provided on-line, the State will electronically send the Union the contact information for those providers who complete the on-line initial subsidy training. The contact information shall include the Provider’s number, name, address, telephone number, best time to be reached, and if available email address.
The State shall notify the Union and shall grant access, not to exceed thirty (30) minutes, at the Licensed Provider’s licensing orientation and/or pre-service training, if in existence. The State will notify the Union as soon as an orientation is cancelled or rescheduled. The Union presentation topics shall be limited to the following: the organization, Provider’s representation status, union benefits and to distribute membership applications. The State shall remain neutral regarding the Union’s presentation.

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 the Department of Early Learning Offices (excluding the State Office) and Resource & Referral (R&R) offices, where space is available. The State 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, the State 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) calendar days following the first day of service provided, or the acceptance of subsidy payments for child care services provided, whichever is later, every family child care provider covered by this Agreement shall, as a condition of acceptance of subsidy payments for child care services provided 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 state as payor, but not as the employer, shall enforce this union security provision according to RCW 41.56.113 by deducting from the subsidy 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) calendar days of written request by the Union to the State, 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) calendar 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, AGENCY FEES AND CONTRIBUTIONS

6.1 Deductions
The State will withhold Union dues, agency fees, voluntary Political Action Committee (PAC) contributions and possible health care premium payments from each Provider’s subsidy payments in the amount determined by the Union and as agreed to by the Providers. The amount owed the Union each month will be sent no later than the 15th of the month. The Union will be responsible for reimbursing providers who pay more than the dues cap (which has been defined by the Union and implemented by the State) and for enforcing other legal requirements related to dues collection.

6.2 Documentation to Providers
Each monthly remittance advice will include an itemized list of deductions including dues, agency fees, PAC contributions, and provider health insurance contributions for that month’s payment.

By January 31st of each year, the State will include on the Provider’s IRS form 1099 and W-2 the amount of dues, agency fees, PAC contributions and provider health insurance contributions paid to the Union and/or the Trust by the State on behalf of the Provider as reportable income (gross income).

6.3 Implementation Costs
The cost of any SSPS programming changes required by this Article beyond the initial costs already paid by the Union shall be borne by the State. The ongoing regular cost of deducting dues, agency fees, PAC contributions and provider health insurance contributions shall be borne by the State.
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 Definitions
A. Grievance 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.

B. Computation of Time
The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing and timelines will apply to the date of receipt, or the date of postmarking.

C. Failure to Meet Timelines
Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the State to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

D. Contents
The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date or time period in which the incident occurred;
3. The specific article and section of the Agreement violated;
4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;
6. The name of the grievant;
7. The grievant’s provider number; and
8. The name and signature of the Union representative or the Provider filing the grievance.

E. Modifications
No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.

F. Resolution
If the State provides the requested remedy or a mutually agreed upon alternative, the grievance will be considered resolved and may not be moved to the next step.

G. Withdrawal
A grievance may be withdrawn at any time.

H. Resubmission
If resolved, withdrawn or a timeline missed, a grievance cannot be resubmitted.

7.2 Grievance Procedure

A. Verbal Grievance
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. The State’s designated representative will provide a monthly report to the Union including the number of calls made to the grievance line as well as the number of calls resolved and unresolved.

B. Written Grievance
Step 2: If the grievance is not resolved at Step 1, the Provider and/or Union representative may submit the written grievance to the Collective Bargaining Agreement Administrator in 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 verbal grievance process, the Provider will have fifteen (15) days after he/she receives the supplemental payment 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 U.S. mail, by fax or by e-mail.

The State shall schedule and hold a conference call or in-person meeting with the grievant and his/her Union representative within fifteen (15) 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 twenty (20) 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 (OFM/LRO). The LRO and the Union will decide whether to hold a meeting, conference call or mediation. The Labor Relations Office and a DEL representative shall schedule and hold a meeting or conference call with the grievant and union representative within thirty (30) days of receipt of the written grievance, in order to discuss and attempt to resolve the grievance. At that meeting or conference call, the State will give a verbal response to the grievance.

Both parties may agree to mutually extend the timelines and attempt mediation through the Public Employment Relations Commission (PERC) or other service. If the State and the Union mutually agree to mediation in lieu of a meeting or conference call, the Union may file a request for mediation with the PERC in accordance with WAC 391-55-020, with a copy to the OFM/LRO and the Collective Bargaining Agreement Administrator within fifteen (15) days of that agreement.

In the event the parties are unable to reach a resolution, the Union may request in writing within fifteen (15) days of the Step 3 meeting, conference call or mediation that the grievance be submitted to an independent arbitrator.

D. Arbitration

Step 4: If the grievance is not resolved at Step 3, the Union may file a request for arbitration. The demand to arbitrate and request for seven (7) arbitrators must be filed with the American Arbitration Association (AAA) within fifteen (15) days of the Step 3 meeting, conference call or mediation session.
The parties shall select an arbitrator by mutual agreement or by alternately striking names from the list of seven (7) arbitrators. A coin toss shall determine which party shall first strike.

The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement. The Arbitrator shall be limited in his or her decision to the grievance issue(s) unless the parties agree to modify it or not make any award that provides any grievant with compensation greater than what would have resulted had there been no violation of this Agreement.

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. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

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

Issues involving the State's ability to carry out the WACs associated with eligibility for license exempt providers (including but not limited to scope of care, provider affidavit, background checks and attendance records) are not subject to the grievance procedure.

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 State’s representatives 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 subsidy payments and bargaining unit work to the Provider.

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 Documents
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 documents that he or she considers objectionable. A Provider may request a copy of the contents of their documents and will receive them within forty-five (45) calendar 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 its current practice of publishing documents in Spanish and English. The State shall also continue to use interpreters, as needed or requested, in communicating 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 Invoice Express, the payment will be processed for direct deposit or for payment by mail, 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 an invoice is incorrect and an underpayment is present, the Provider may submit the entire invoice for payment first and then submit the corrections to the contact listed on the Social Service Notice. The incorrect items will be corrected on the next available Supplemental or Regular invoice, whichever is sooner.

10.2 Payment for Care Provided
Payment will be made as follows:

1. When a Consumer has been determined eligible and has been issued an award/change letter or when the Provider has been notified in writing; and

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 background check;
   c. 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 from Working Connections, Providers may call the Working Connections Information Phone (WCIP) number 1-866-218-3244.

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. If the Provider receives notice after the termination date, they will be paid retroactive for all care provided. Working Connections consumers and Providers are given ten (10) calendar days notice prior to termination.

For Working Connections Child Care and Seasonal Child Care, end date reminders shall be mailed five (5) weeks prior to an authorization ending.

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 and Reapplications
Providers will be given written confirmation of award of care or care to be provided, through emails, copies of the award letter, or faxes prior to care being provided.
When a reapplication is required, the Consumer must submit a complete subsidy reapplication and required verification prior to the end date of the current authorization. If the care is reauthorized, the provider will be paid retroactively for care provided during any gap in authorization that may have occurred. If the care is not reauthorized, the State shall make no payment to the provider for care provided until the Consumer submits the necessary paperwork.

The Provider may obtain a release of information from the Consumer as a way to verify with the authorizing State employee the status of the reapplication.

10.7 Consumer’s Travel Time
For the Provider to be paid for the Consumer’s travel time associated with the authorized care, the Consumer must report or call in the need for care necessary during travel time. When the State authorizes the travel time needed by the Consumer, the Provider will be paid retroactively for care provided during the specified travel periods. If the travel time causes the licensed Provider to exceed ten (10) hours of care in a twenty-four (24) hour period, overtime provisions will apply.

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

For Licensed Family Child Care Providers there shall be an Enhanced Toddler Rate, applicable in months twelve (12) through seventeen (17), equal to one hundred fifteen percent (115%) of the Regular Toddler Rate. The percentage increases in subsidy rates set forth in Article 12.1 shall first be applied to the previous Toddler Rates in order to determine the new Regular Toddler Rates. The Enhanced Toddler Rate shall then be fifteen percent (15%) more than the Regular Toddler Rate. The Regular Toddler Rate shall also be used to calculate the Infant Pay Differential set forth in the first paragraph.
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.

The State will automatically authorize the non-standard hours payment when a child needs forty (40) 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 (40) 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, one million dollars ($1,000,000) in year one and one million dollars ($1,000,000) in year two of the Agreement. The State agrees to provide information to the Union on July 1, 2010 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 as verification of the need for special needs care/rate. Special needs authorization end dates shall correspond to the regular subsidy rate end dates.

Special needs or medical documentation will be maintained in the child’s case records as required by law. New documentation will be requested when there is a reason to believe the special needs may have changed. The Provider must submit to the State the Request for Additional Special Needs Payment for the special needs care provided.

When special needs are authorized, the Provider will be paid retroactively from the date of the special needs request for care provided. If special needs are not authorized, the State will not pay any rate greater than the regular subsidy rate.

**ARTICLE 12**
**SUBSIDY RATES**

12.1 **Subsidy Rate Increases**
Subsidy rates for Licensed Providers shall remain at the rates in effect on June 30, 2009. (See Appendix A).

Subsidy rates for Exempt Providers shall remain at the rates in effect on June 30, 2009. (See Appendix A).
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 February 1, 2010. The committee will meet on a regular basis, as determined by the committee, beginning in August 2009.

12.3 License Exempt Hourly Rates
The additional sibling hourly rate of pay for license exempt providers will be ninety-eight and one-half percent (98.5%) of that given for the first (1st) child for all children to whom services are provided.

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
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
For the time period from July 1, 2009 through June 30, 2010, the State shall contribute up to five hundred seventy-one dollars and sixty-five cents ($571.65) per month per entitled licensed provider to the Trust and the total contributions by the State will be no more than three hundred fifty-six thousand two hundred and eight dollars ($356,208.00) per month for all entitled licensed providers excluding the payroll deduction described below. For the time period from July 1, 2010 through June 30, 2011, the State shall contribute up to five hundred eighty-eight dollars and eighty cents ($588.80) per month per entitled licensed provider to the Trust and the total contributions by the State will be no more than three hundred sixty-six thousand eight hundred ninety-four dollars and twenty-four cents ($366,894.24) per month for all entitled licensed providers 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 remit to the Trust’s third party administrator licensed provider payroll and other information reasonably required by the Trust to facilitate contributions 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 and shall deliver the payroll information to the Trust’s third party administrator by the 30th of each month, for payment in the prior month. Contributions for that prior month shall be paid the 30th (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 the State 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:

A. filled out all Trust documents;

B. elected to make the payroll deduction contribution described above;

C. cared for at least sixty (60) 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;

D. satisfied other criteria that the Trustees may determine; and

E. 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 07-09 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 year, to be used at the Provider’s discretion. Licensed Providers will be paid their professional day payment for training taken on week days or weekends, provided the day was a regularly scheduled work day.

14.2 **Licensing and Training for Exempt Providers**
A. The State agrees to establish a fund of one hundred fifty thousand dollars ($150,000), seventy-five thousand dollars ($75,000) in year one and seventy-five thousand dollars ($75,000) in year two of the agreement, 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 one hundred fifty thousand dollars ($150,000) 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.

B. License Exempt Child Care Training Incentive Plan
The State will fund this training plan from the decrease from 100% to 98.5% of the additional child rate. The parties agree the maximum amount of payable incentives will be capped at eight hundred twenty-six thousand dollars ($826,000) [four hundred thirteen thousand dollars ($413,000) per contact year] less any applicable administrative costs. Incentive payments cannot be accelerated.

License exempt providers who receive at least 10 hours of approved training will be eligible for a six hundred dollar ($600) incentive, to be paid the month following the completion of the training.

Following completion of the original 10 hours of training and receipt of the six hundred dollar ($600) incentive, providers who take an additional 10 hours of approved training will be paid an additional six hundred dollar ($600) incentive in the second year of the agreement.

SEIU 925 will have access up to eighty thousand dollars ($80,000) of the eight hundred twenty-six thousand dollars ($826,000) to pay for STARS trainings, reasonable facility rental expenses (provided the space is not the Union’s own space and the Union can show actual rental costs), and reasonable printing and postage costs for the sole purpose of promoting this training. SEIU will submit vouchers to the State for reimbursement for this training.

The 10 hours of training can consist of training in any combination of existing STARS training on-line or in person; 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.
Once the training is completed, the Provider will submit copies of certificates to the State for reimbursement. The Provider will be reimbursed within sixty (60) days.

EVALUATION: Both parties agree to evaluate the program at the end of the first and second year periods for effectiveness. The State and the Union 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.

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.

The State 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.

In July the State shall report to the Union those providers participating in the CACFP in the prior year. The report will include a list of providers identified by provider number.
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
The State shall pay the Licensed Provider up to five (5) days per month when a subsidized child is absent. The five (5) days per month shall not accumulate from month to month.

ARTICLE 17
STATE 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, 2009 and shall remain in full force and effect until June 30, 2011. The parties shall begin negotiations no later than February 1, 2010. If no successor agreement has been reached, or if the legislature has not approved appropriations required to fund the economic provisions of a successor agreement as of June 30, 2011, all the terms of this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the expiration date.

**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

## Maximum Child Care Rates

Effective July 1, 2009

### Licensed Family Homes - Full Day

<table>
<thead>
<tr>
<th>Region</th>
<th>Infant (0-11 mos)</th>
<th>Enhanced Toddler (12-17 mos)</th>
<th>Toddler (18-29 mos)</th>
<th>Pre-School (30 mos-5 yrs*)</th>
<th>School-Age (5-12 yrs**)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region 1</td>
<td>$24.29</td>
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<td>$23.46</td>
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<tr>
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<td>$22.30</td>
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</tbody>
</table>

### Licensed Family Homes - Half Day

<table>
<thead>
<tr>
<th>Region</th>
<th>Infant (0-11mos)</th>
<th>Enhanced Toddler (12-17 mos)</th>
<th>Toddler (18-29 mos)</th>
<th>Pre-School (30 mos-5 yrs*)</th>
<th>School-Age (5-12 yrs**)</th>
</tr>
</thead>
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<td>$11.15</td>
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</tbody>
</table>

### Exempt Care - Hourly Rates

- First Child: $2.20
- Additional children from same family: $2.17

* The pre-school rate for a 5 year old child who has not entered kindergarten.
** The school-age rate for a 5 year old child who has entered kindergarten.
APPENDIX B
SUBSIDY PROGRAMS COVERED BY THE COLLECTIVE BARGAINING AGREEMENT

The following is a list of child care subsidy programs currently covered by the Agreement and a list of subsidy programs not covered by the Agreement.

Covered by the Agreement
1. Working Connections Child Care (Workfirst and Office of Refugee and Immigrant Assistance)
2. Seasonal Child Care
3. Employed Care Giver Child Care for Foster Care Parents
4. Child Protective Services
5. Child Welfare Services

Not Covered by the Agreement
1. Homeless Child Care
2. Interim and Receiving Care Services
3. Respite Care for Foster Parents
4. Medical Treatment Child Care
5. Indian Child Welfare Services/Tribal Child Care
6. Division of Vocational Rehabilitation
7. Division of Alcohol and Substance Abuse
8. Therapeutic Day Care
9. First Steps/Medical Assistance Administration
10. Department of Defense

The parties agree to meet and discuss any new child care subsidy programs and current successor child care programs and their status under the collective bargaining agreement as outlined in RCW 41.56.
MEMORANDUM OF UNDERSTANDING

The parties agree that effective immediately the language in Article 14, Training and Incentives, Section 14.2, Licensing and Training for Exempt Providers that reads as follows:

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

Will be replaced with the following language:

“The State will reimburse license exempt providers ten dollars ($10) per subsidized child in their care at the time they complete the training.”

The parties further agree that any providers who have completed the training but have not yet received payment will be reimbursed in accordance with the new language.

Signed this 31st day of July, 2010.

For the Union: For the State:

/s/ /s/
Kim Cook, President Diane Lutz, Negotiator
SEIU Local 925 OFM/LRO
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of July, 2009.

For the Service Employees International Union 925:

/s/ Kim Cook  
President

/s/ Karen Hart  

/s/ Ikran Ali Bana  

/s/ Antonia Alvarez  

/s/ Sandra Conrad  

/s/ LaVonne Counley  

/s/ Barbara Frost  

/s/ Nancy Gerber  

/s/ Amelia Gil  

/s/ Cathy McPeek  

/s/ Fatumo Mohamoud Ali  

/s/ Linda Ramuta  

/s/ Terry Savadage  

/s/ Sherry Smiley  

/s/ Deborah Thurber  

/s/ Sandra VanDoren  

/s/ Shawn Harris  

/s/ Paula Hall
For the State of Washington:

/s/
Christine O. Gregoire
Governor

/s/
Jackie Marks, Chief Negotiator
OFM Labor Relations Office