
**COLLECTIVE
BARGAINING
AGREEMENT**



THE STATE OF WASHINGTON

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION 925**

**EFFECTIVE
JULY 1, 2011 THROUGH JUNE 30, 2013**



2011-2013

**SEIU 925 CHILDCARE WORKERS
JULY 1, 2011 – JUNE 30, 2013**

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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 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 consumers 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 as defined in RCW 41.56 for all subsidized Family, Friends and Neighbors (FFN) and licensed family child care providers.

For purposes of this Agreement, FFN providers are defined as informal care providers who are paid through the State's voucher subsidy program but are exempt from State child care licensing regulations and are not required to meet any specific standards beyond a background check. Pursuant to WAC 170-290-0130 (7), the consumer is responsible to monitor the environment and child care services received from FFN providers.

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 a 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 consumers and any child under parental control of a consumer receiving subsidized child care and shall not disclose personal information pertaining to consumers or any child under parental control of a consumer obtained from any source, unless the disclosure is with the express written consent of the consumer, 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 a consumer is waived.

3.6 Consumers Not Subject to Grievance Procedure

No action taken by a 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 any matters pertaining to 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 this Agreement, or 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 FFN 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 grant access, not to exceed thirty (30) minutes, at the licensed provider's licensing orientation, in-person WAC training, and/or pre-service training and in-person subsidy training, if in existence. The State shall notify the

Union by email sixty (60) days in advance of each event listed above and include the time the Union presentation is scheduled. If the Union representative does not appear at the scheduled time, the access of the Union to that training class is forgone. The State will notify the Union by email as soon as an orientation or training is cancelled or rescheduled. The Union presentation topics shall be limited to the following: the organization, provider's representation status, union benefits and distribution of membership applications. The State shall remain neutral regarding the Union's presentation.

The State will electronically send the Union the contact information for those providers who complete the on-line subsidy training. The contact information shall include the provider number, name, address, telephone number, and, if available, email address. On-line subsidy trainings will include information about the Union and a link to the Union's website.

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. Union communications may not be posted in any other location in the agency.

The parties agree that the Union and the R&R will discuss the location in the facility for the Union 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 in sufficient quantities for distribution to the members of the bargaining unit, up to a maximum of twenty-five thousand dollars (\$25,000).

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 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 his or her 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 5.1 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 provider 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 provider, 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.

Any disputes regarding the eligibility of the provider to make alternative payments shall be forwarded to the Public Employment Relations Commission (PERC) for resolution. In addition, if the Union and provider are unable to mutually agree to a nonreligious charitable organization, the matter shall be forwarded to 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 State for or on account of any deduction made from the pay of such provider. This Section 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 fifteenth (15th) of the month.

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/or 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). In addition, by February 28th of each year the State will make available to each affected licensed provider the total amount the State contributed for that provider during the preceding calendar year for health care pursuant to Article 13.

6.3 Implementation Costs

The cost of any Social Service Payment System 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 the 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.

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. Informal Resolution
Step 1: In an attempt to resolve any grievable issue, the provider and/or Union representative should confer with the State's designated representative prior to filing a written grievance. Working Connections Child Care and Seasonal Child Care providers may call 1-888-270-0613 to attempt to informally resolve issues. Employed Foster Parent Child Care, Child Protective Services and Child Welfare Services providers may call the Children's Administration Office of Constituent Relations at 1-800-723-4831.
- 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 the Union. The State's designated representative will provide a bi-annual report to the Union including the number of calls made to the grievance lines 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 State within thirty (30) calendar days of the occurrence of the alleged violation or within thirty (30) calendar days of when the provider or the Union could reasonably have been aware of the incident or occurrence giving rise to the

grievance. If the provider attempted to resolve a payment issue through the informal resolution process and received a supplemental payment that did not resolve the issue, the provider will have fifteen (15) calendar days after he/she receives the supplemental payment to file a grievance at Step 2. In the case of payment discrepancies, the timeline for claims is outlined in Article 10, Section 4.

The written grievance may be submitted in person, by U.S. mail, by fax or by email, and shall be directed to the Labor Relations Office of the Office of Financial Management, with a copy to the Collective Bargaining Agreement Administrator of the Department of Early Learning.

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 thirty (30) days from the date of the conference call or meeting. If the response does not resolve the grievance, the Union may, within fifteen (15) calendar days of receipt of the written response, proceed to Step 4, Arbitration.

C. (Optional) Mediation

Step 3: As an alternative prior to final and binding arbitration in Step 4, if the matter is not resolved in Step 2 the parties may choose by mutual agreement to submit the matter to mediation in order to resolve the issue. The party requesting mediation of the dispute must notify the other party no later than ten (10) calendar days of receipt by the Union of the State's written response in Step 2. The party receiving the request for mediation must notify the other party within ten (10) calendar days of receipt of the request whether or not it agrees to mediate the dispute. If the party receiving the request does not agree to mediate the dispute, the Union may, within fifteen (15) calendar days of the notification of the decision not to mediate, proceed to Step 4, Arbitration.

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

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

If the issue is successfully resolved by mediation, the decision shall be binding on all parties, and shall, unless specifically agreed otherwise, form

a precedent for similar issues. If the issue is not successfully resolved through mediation, the Union may, within fifteen (15) calendar days of receipt of a written declaration of impasse or rejection of a settlement offer from either party, proceed to Step 4, Arbitration.

D. Arbitration

Step 4: If the grievance is not resolved at Step 2 or 3, the Union may, within the time frames noted above, file a request for arbitration to the State. The parties shall select an arbitrator by mutual agreement or, upon failure to agree upon an arbitrator, the Union shall, within fifteen (15) calendar days of the request for arbitration, request a list of seven (7) arbitrators from the American Arbitration Association. The parties shall select an arbitrator by alternately striking names from the list of seven (7) arbitrators. A coin toss shall determine which party shall first strike.

The 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 a modification. In addition, the Arbitrator shall not award any compensation greater than a grievant would have received 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 any costs of 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 Administrative 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 thirty (30) calendar days prior to the scheduled meeting. There shall be at least a three (3) week notice of these meetings.

In addition to addressing ongoing matters of mutual concern, the Labor Management Committee may invite content area specialists from the relevant State offices (e.g., Department of Early Learning and Department of Social and Health Services' Children's Administration, Economic Services Administration, and Social Service Payment System) to discuss specific indentified areas, including but not limited to payment issues, improving efficiency in the State's child care programs, and quality incentives for family child care.

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 nor 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 providers 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 his or her 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 providers have questions about any of the information that has been provided, they can file a written appeal with the Department of Early Learning (DEL) for a review, explanation and correction, if necessary.

In accordance with Article 3 of this Agreement, nothing in this Section shall be interpreted to mean that providers have access to consumer documents.

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 DEL and other federal or state subsidy programs.

ARTICLE 10 PAYMENT

10.1 Timely Payment and Direct Deposit Payment Option

Provided that invoices are submitted correctly and timely, the State shall ensure that child care providers receive timely, regular and accurate payments for care provided. A provider may complete and mail an invoice, or as an alternative may choose to submit the invoice by calling Invoice Express from a touch tone telephone. Providers shall not use both invoicing methods for the same invoice. Payments resulting from a timely invoice will be processed 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.

Payment will be by mail through the United States Postal Service, in which case the State cannot guarantee a delivery date, or at the request of the provider will be processed for direct deposit. Payments to providers choosing direct deposit will

be transferred to the provider's financial institution by the fifth (5th) state business day following the processing of payment.

If an invoice is incorrect and an underpayment is present, the provider must submit the entire invoice for payment first and then contact the Working Connections Child Care (WCCC) Provider Line or Children's Administration (CA) regional fiduciary or assigned social worker to report the underpayment. The underpayment will be corrected on the next available supplemental or regular invoice, whichever is sooner.

10.2 Payment for Care Provided

The payment rate is the provider's private pay rate or the State rate, whichever is less. Payment will be made provided:

- A. The consumer has been determined eligible and has been issued an award/change letter, or the provider has been notified in writing (by an award/change letter); and
- B. The consumer has selected:
 - 1. An eligible licensed provider; or
 - 2. An FFN provider who has completed Part 2 of the application and has been determined not to be disqualified by the background check; and
- C. The provider actually provides care to the child, within the dates of eligibility contained in the award letter or the child care plan.

If a provider has received verbal confirmation of an authorization from WCCC, an email confirmation will be sent if the provider's email address is in the provider file. For information on the status of the family, providers may also call the automated Working Connections Information Phone (WCIP) number: 1-866-218-3244. The information on this automated line is updated every twenty-four (24) hours.

10.3 End Date Reminder and Unplanned Termination Notice – Working Connections Child Care (WCCC) and Seasonal Child Care (SCC)

- A. End Date Reminder

The end date reminder is a notice that is sent out to the provider prior to the end of the authorization period, reminding the provider that the authorization period will expire on a certain date. For WCCC, end date reminders shall be mailed five (5) weeks prior to an authorization ending.
- B. Unplanned Termination

Unplanned termination occurs when care ends prior to the expected end date of the authorization. Unplanned termination is usually due to a change in circumstances of the consumer, such as no longer meeting the

eligibility requirements or no longer participating in an approved activity pursuant to the requirements of the Washington Administrative Code (WAC) 170-290.

The State shall notify child care providers of the unplanned termination of subsidy benefits for the child or the consumer at the same time the consumer is notified. If a provider has an email address in the provider file, the provider will receive the unplanned termination notice by email. WCCC and SCC providers will be given ten (10) calendar days written notice prior to unplanned termination.

If the provider receives notice after the unplanned termination date, the provider will be paid retroactively for all care provided after the unplanned termination date and prior to receipt of the notice, provided the care occurred during the original expected authorization period.

10.4 Planned and Unplanned Terminations – Children’s Administration (CA)

The parties recognize the unique nature of CA child care needs. CA is the mandated public child welfare agency in Washington State that serves abused and neglected children and their families. Local law enforcement and the courts have roles in the protection, placement and service planning for the needs of the child. Cases are complex, with a range of federal timelines and rules that must be followed for the best interests of the child. The parties recognize that within an oversight and regulatory framework, there are times that urgent and unanticipated moving of a child may be necessary.

A. Authorizations and Planned Terminations

1. In the event that child care begins prior to the arrival of the initial authorization notice for a new child in care, the provider is guaranteed payment for the services provided before the receipt of the authorization. Since CA authorizations are month by month, providers can anticipate the authorization continues into the next month unless notified in writing or verbally.
2. Once ongoing child care has been authorized, if CA anticipates changing the service plan so that child care will be terminated and the child placed in a different home setting, CA will provide verbal or written notice to the provider at least ten (10) calendar days prior to the planned termination date.

B. Unplanned Terminations

In the event that there is an immediate and unanticipated move of a child that necessitates termination of child care services, there will be an after-the-fact automated notice through DSHS’s Social Service Payment System (SSPS) that services have been terminated. Providers will be reimbursed for child care services provided. Providers may request reasonable compensation when they have incurred costs (for example, extra staffing)

in anticipation of providing ongoing child care to a CA child who has been subject to an unplanned termination, resulting in the provider being committed to unreimbursed costs.

10.5 Payment Discrepancies

Providers must submit an invoice 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 invoice for payment has been submitted on time), the time limit for either party to correct an error on a payment and seek reimbursement is:

- A. Two (2) years if the error is on rates paid by age and/or region. (This two (2) year limit does not apply to federal audits, which could go back three (3) years.)
- B. 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 consumer mistakes.

Disputes regarding underpayments shall be grievable. Disputes regarding overpayments shall not be grievable, but shall be subject to the administrative hearing process.

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. (For WCCC, the email address for the statewide provider team at the Department of Social and Health Services is: providerhelp@dshs.wa.gov.)

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, the provisions of Article 11.2, Non-Standard Hours and Overtime Payment 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 who have a written policy to charge all families a registration fee. 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 fee. If a provider charges the State a higher amount than he or she charges a private pay consumer, the provider admits that an overpayment has occurred and a reimbursement is owed to the State.

11.2 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 results in an additional half (1/2) day of pay, and the State will pay 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 option when it is clear to the authorizing worker, based on information regarding the approved activity received from an employer, a school, WorkFirst case manager, or Children's Administration social worker, that a child will need forty (40) hours or more of non-standard care per month. Non-standard hours are defined as before 6:00 a.m., after 6:00 p.m. or any hours on a Saturday, Sunday or holiday. 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; provided, that if monies allocated to the non-standard hours bonus for family child care providers reaches the capped amount of one million dollars (\$1,000,000) in either year one or in year two of the Agreement, notwithstanding the capped amounts set forth above, the State will pay the non-standard hours bonus to family child care providers in any month that it pays the non-standard hours bonus to licensed child care centers. The State agrees to provide information to the Union on a monthly basis regarding the use of the non-standard hours bonus.

11.3 Field Trip/Quality Enhancement Fee

The State will reimburse licensed family child care providers who have a written policy to charge all families a field trip fee up to twenty dollars (\$20) per child per month, regardless of age, for admission fees and other enriching activities. The

total cost of these fees will not exceed three hundred sixty thousand dollars (\$360,000) in each year of the Agreement. The fee shall cover special activities, such as:

- A. Admission costs (for example: zoo, museum, movies, swimming pool, etc.);
- B. Enrichment programs or ongoing lessons (for example, language classes, gymnastics, swimming lessons or music lessons);
- C. Public transportation (not including gas or insurance for a business or private vehicle);
- D. The cost of hiring a non-employee to provide an activity at the child care site (for example, clown, pony ride, music performance, etc.); or
- E. The purchase of a pre-kindergarten curriculum, or, if a provider has the proper credentials as determined by DEL, the provider may develop his or her own curriculum and purchase materials to support it.

The field trip/quality enhancement fee shall not cover: transportation costs if a business or private vehicle is being used for transportation; fees or admission costs for adults on field trips; or food purchased on field trips.

11.4 Special Needs

In order to receive the special needs rate, a request must be completed. A request for special needs requires:

- A. A statement from a health, mental health, social service, or education professional with at least a Master's degree, or from a registered nurse. The verification must describe the level of care needed in the child care setting;
- B. A statement from the child care provider that explains the need for specialized care for the child in the child care setting and the costs associated with providing the specialized care; and
- C. Parent or guardian signature.

The State will accept an Individual Family Service Plan (IFSP), an Individual Education Plan (IEP) or an Individual Health Plan (IHP) as verification of the need for special care/rate, as long as all required information is included as defined in WAC 170-290. Special needs authorization end dates shall correspond to the regular subsidy rate end dates.

The professional documentation verifying the special needs is valid for the period that the professional has identified in his/her statement, IFSP, IEP, or IHP or for eighteen (18) months if no time period is specified. Providers are not required to

show or provide this documentation every time a child is reauthorized for child care. As long as the verifying professional documentation and the provider statement are still current and the family remains eligible for child care, the child will be reauthorized for the special needs rate.

When a consumer with a child with special needs calls to request a change of providers, the continuation of the special needs request will be verbally confirmed. The professional documentation, if still current as described above, will be applicable for the new provider. However, the new provider will be responsible for completing a provider statement that explains the need for specialized care in the new child care setting and the costs associated with providing the specialized care.

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 FFN 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 consumer rate, 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 is subject to the administrative hearing process.

12.2 Infant Pay Differential and Enhanced Toddler Rate

For licensed family child care providers, the infant rate shall be at least fifteen percent (15%) above the toddler/preschool rate; however, 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 Section 12.1 above 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 this Section.

12.3 FFN Hourly Rates

The additional sibling hourly rate of pay for FFN 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

The State agrees to bargain over the formula if it implements a tiered reimbursement program, or other quality rating and improvement program with economic incentives for licensed providers.

**ARTICLE 13
HEALTH CARE**

13.1 Coverage

The State agrees to pay monthly contributions on behalf of licensed providers who are entitled to coverage under the terms of this Agreement to the SEIU 775 Multiemployer 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 13.3 shall not receive coverage until they have provided written authorization and the State has timely remitted all contributions.

*If the Union chooses to use a health care provider other than the SEIU 775 Multiemployer Health Benefits Trust during the term of this Agreement, all references to the Trust in this Agreement will refer to the replacement provider.

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, 2011 through June 30, 2013, the State shall contribute up to six hundred thirty-one dollars and sixty-seven cents (\$631.67) per month per entitled licensed provider to the Trust and the total contributions by the State will be no more than three hundred ninety-three thousand six hundred nine dollars and eighty-four cents (\$393,609.84) 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 thirty dollars (\$30) 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 thirtieth (30th) of each month, for payment in the prior month. Contributions for that prior month shall be paid on the thirtieth (30th) 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. The Union 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.

The State agrees to work with the Union to make mutually agreed upon changes to the above eligibility criteria in order to meet shared program goals.

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 providers 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 the Union with the annual audit of the Trust performed by a certified public audit firm. The Union 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 choose to pursue other health care provider options, the terms of this Article shall remain in effect with the newly named health care provider. The parties agree that if the Union elects not to use the SEIU 775 Trust, the parties will meet to discuss the Union's choice for provider health care.

**ARTICLE 14
TRAINING AND INCENTIVES**

14.1 Licensed Providers

A. Scholarship funds

For licensed providers who need assistance, the State will continue to provide scholarship funds at the same level as provided in the 2009-2011 biennial budget or more as the Department of Early Learning (DEL) determines necessary (at least one hundred fifty dollars (\$150) per licensed provider for twenty (20) initial hours of training and at least one hundred dollars (\$100) for ongoing training) to help pay the cost for the initial twenty (20) hours of STARS training or equivalent training, and ongoing ten (10) hours per year.

- B. Professional Development Days
Licensed providers may bill for up to three (3) professional development days per year, to be used at the provider's discretion. Professional development days are days when providers close their family child care home/facility to attend training. If a child is scheduled to attend on a day the facility closes for the professional development day, the provider may bill as if the child attended. Licensed providers will be paid for professional development days taken on week days or weekends, provided the day was a regularly scheduled work day. Any days providers close their facility for training in addition to the three (3) allowed professional development days will be considered closure days.
- C. Quality Incentive Program
The State and the Union agree to form a joint work group to discuss a quality incentive program for licensed providers to pursue higher level training in child development in order to provide pre-kindergarten curriculum in their licensed home environments. Provided funding becomes available, the program may include annual incentive payments for achieving a higher level of training, substitute pay while attending classes, and assistance for tuition and books.

14.2 Licensing and Training for FFN Providers

- A. Licensing Incentive
The State agrees to establish a fund of twenty thousand dollars (\$20,000), ten thousand dollars (\$10,000) in year one and ten thousand dollars (\$10,000) in year two of the Agreement, to assist FFN providers with becoming licensed. FFN providers who become licensed will be paid two hundred fifty dollars (\$250) within sixty (60) days of becoming licensed. Payments from this fund will be made on a first come basis until the twenty thousand dollars (\$20,000) is spent or until the expiration date of this Agreement, whichever comes first.
- B. FFN State Training Fund
The State agrees to establish a fund of one hundred and thirty thousand dollars (\$130,000), sixty-five thousand dollars (\$65,000) in year one and sixty-five thousand dollars (\$65,000) in year two of the Agreement, to assist FFN providers with taking DEL-approved training classes.
- FFN providers will be reimbursed up to three hundred dollars (\$300) in tuition costs for taking approved DEL training. Once the training is completed, the provider will submit copies of certificates to the Union for reimbursement. The provider will be reimbursed within sixty (60) days of receipt of the certificates. To qualify for these incentives, providers must have subsidized children in their care at the time of the training.

Payments from this fund will be made on a first come basis until the one hundred thirty thousand dollars (\$130,000) is spent or until the expiration date of this Agreement, whichever is first.

Reimbursement of Tuition Cost:

The Union may pay tuition cost for DEL approved training under this Subsection 14.2 B. The State will reimburse the Union for the tuition costs in accordance with this Subsection. The Union shall maintain all training documents supporting the requests for reimbursement for training attended by FFN providers. The Union shall provide to the State each month, no later than the second Tuesday following the last day of the month, a report listing all FFN providers for whom tuition reimbursement is being requested. The report must include the following information:

1. Provider name;
2. Provider number;
3. Date of training;
4. Title of training;
5. Number of hours of each training;
6. Instructor's name and fee; and
7. Cost of each class taken.

The State will ensure a FFN provider does not exceed the three hundred dollar (\$300) tuition reimbursement cap.

C. SEIU FFN Child Care Training Incentive Plan

The State will fund this training plan from the decrease from one hundred percent (100%) to ninety-eight and one-half percent (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 contract year), less any applicable administrative costs. Incentive payments cannot be accelerated. Providers must have subsidized children in their care at the time of the training to qualify for these incentive payments.

1. FFN providers who receive at least ten (10) hours of approved training will be eligible for a five hundred dollar (\$500) incentive, effective July 1, 2011. The incentive will be paid within thirty (30) days from the date the State receives the request following the completion of the training.

All training must be documented and approved by the DEL. The Union shall maintain all training documents supporting completion of the ten (10) hours of training. The ten (10) hours of training can consist of any combination of: STARS training on-line or in person; training provided through the Office of the Superintendent of Public Instruction (OSPI) and the Federal Child and Adult Food

Program (CAFP) administered through OSPI in Washington State; participation in the “Play and Learn” groups being offered in certain counties of the state for FFN caregivers; or other approved DEL training.

Following completion of the first ten (10) hours of training and receipt of the incentive, providers who take an additional ten (10) hours of approved training will be paid an additional incentive in the second year of the Agreement.

2. The Union will have access to up to one hundred thousand dollars (\$100,000) (\$50,000 per contract year) of the eight hundred twenty-six thousand dollars (\$826,000) to pay for trainers, reasonable facility rental expenses (provided the space is not the Union’s own space and the Union can show actual rental costs), reasonable printing and postage costs, and administrative costs for the sole purpose of promoting, recruiting, and providing this training. The Union will submit vouchers to the State for reimbursement for this training, and will be reimbursed within sixty (60) days of the State’s receipt of the voucher.

The State will conduct financial monitoring visits at least twice during the life of this Agreement. The State may conduct monitoring visits on a more frequent basis if deemed necessary. The State will provide the Union three (3) business days notice of the date monitoring is to occur. If the Union is found to be out of compliance with the terms of this Agreement, the State reserves the right to renegotiate the terms of the reimbursement process.

Based on the 2010-2011 evaluation, if there are recommendations that the State and the Union agree upon to improve the program, those recommendations will be implemented via a Memorandum of Understanding.

The State and the Union 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 and to administer the program as efficiently as possible.

14.3 Subsidy Billing Training

- A. All providers shall be required to take subsidy billing training at least once during the life of this Agreement, either in-person or in an electronic format (on-line, CD, or DVD). The State shall provide subsidy billing training to providers in every geographic region, on line, electronically or at various times, days, evenings and weekends, and in multiple languages.

The State shall pay for the cost of delivering the training, but shall not pay for the cost of licensed providers completing the training. The State will reimburse FFN providers ten dollars (\$10) per subsidized child in their care at the time they complete the training.

- B. The State and the Union agree to bring together Union leaders with representatives of the Department of Social and Health Services Customer Service Center and Social Service Payment System to improve both parties' understanding of the payment process.

14.4 Training on Licensing WACs

- A. 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 training on licensing WACs to licensed providers in every geographical region, on-line or 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 providers attending the training.
- B. The State and the Union agree to bring together Union leaders with representatives of DEL to improve both parties' understanding of the revised WACs.

ARTICLE 15 FOOD PROGRAM

- 15.1** Family, Friends and Neighbors (FFN) child care providers who have been approved for payments from the State of Washington's child care subsidy 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 FFN provider and a Family Day Care Home Sponsor who has an approved agreement with the Office of the Superintendent of Public Instruction. FFN 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 FFN 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, ABSENT DAYS, AND CLOSURE DAYS

16.1 Holidays

If licensed providers are closed on the following state-observed 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

For providers who operate only Monday through Friday: If an eligible holiday is on a Saturday, the Friday before is the eligible holiday. If an eligible holiday is on a Sunday, the following Monday is the eligible holiday.

For providers who operate on the weekends, the actual holiday is the eligible holiday.

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. Absent days may be billed regardless of the number of half days or full days authorized, however the total number of days billed must not exceed the number of days authorized in the month. For the purpose of this Section, days shall be defined as consecutive twenty-four (24) hour periods. Licensed providers may bill an absent day for more than one (1) authorization within a twenty-four (24) hour period.

16.3 Closure Days

Licensed providers shall not bill for days their child care facility is closed for reasons other than the three (3) professional development days described in Article 14.1 B or eligible holidays.

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 41.56.028(2)(c).

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 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, corporations or individuals, and 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 Meetings, 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 any way 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 41.56.028, 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, 2011 and shall remain in full force and effect until June 30, 2013. The parties shall begin negotiations for a successor agreement no later than February 1, 2012. 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, 2013, 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, 2011

Licensed Family Homes - Full Day	Infant (0-11 mos)	Enhanced Toddler (12-17 mos)	Toddler (18-29 mos)	Pre-School (30 mos-5 yrs*)	School-Age (5-12 yrs**)
Region 1	\$24.29	\$24.29	\$21.12	\$21.12	\$18.78
Spokane County	\$24.84	\$24.84	\$21.60	\$21.60	\$19.21
Region 2	\$25.65	\$25.65	\$22.30	\$19.95	\$19.95
Region 3	\$34.03	\$34.03	\$29.33	\$25.81	\$23.46
Region 4	\$40.04	\$40.04	\$34.81	\$29.33	\$28.16
Region 5	\$26.99	\$26.99	\$23.46	\$22.30	\$19.95
Region 6	\$26.99	\$26.99	\$23.46	\$23.46	\$22.30

Licensed Family Homes - Half Day	Infant (0-11mos)	Enhanced Toddler (12-17 mos)	Toddler (18-29 mos)	Pre-School (30 mos-5 yrs*)	School-Age (5-12 yrs**)
Region 1	\$12.14	\$12.14	\$10.56	\$10.56	\$9.39
Spokane County	\$12.42	\$12.42	\$10.80	\$10.80	\$9.60
Region 2	\$12.82	\$12.82	\$11.15	\$9.97	\$9.97
Region 3	\$17.02	\$17.02	\$14.67	\$12.91	\$11.74
Region 4	\$20.03	\$20.03	\$17.42	\$14.67	\$14.08
Region 5	\$13.50	\$13.50	\$11.74	\$11.15	\$9.97
Region 6	\$13.50	\$13.50	\$11.74	\$11.74	\$11.15

FFN - 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 Foster Parent Child Care
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. Medicaid Treatment Child Care
5. Indian Child Welfare Services/Tribal Child Care
6. Division of Vocational Rehabilitation
7. Division of Behavioral Health and Recovery
8. Therapeutic Day Care
9. First Steps/Health and Rehabilitative Services 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.

APPENDIX C RESOURCES

WCCC Provider Line

Providers may contact the WCCC Provider Line to:

- Check the status of a WCCC application or review
- Check payment authorization or billing, such as: hours of care, units or payment type
- Provide information about your rates
- Report a mistake on a current authorization

Providers can contact the Provider Line by:

1. Telephone: 1-800-394-4571 Monday through Friday, 8 a.m. to 5 p.m. Language assistance is available.
2. E-mail: providerhelp@dshs.wa.gov Send DSHS information or questions 24 hours a day about WCCC child care. The average response time is one business day.
3. Fax: 1-888-338-7410

Working Connections Information Phone (WCIP) for Child Care Providers 1-866-218-3244

This information is available in both English and Spanish. Automated access is available 24 hours a day.

- Use this number to check on the family's authorization, copayment, case status and effective dates of coverage.
- Information is only available after the case has been processed.
- If the parent's eligibility has not been determined, the information will not be available on the WCIP.

Invoice Express 1-888-461-8855

- Use this number to submit an SSPS Service Invoice for child care payment using a touch tone phone.
- Available in English and Spanish.

WCCC Answer Phone for Families 1-877-980-9220

- Families use this number to check on the status of their cases.
- Providers can encourage families to call and check on the status of their cases.

Request for Special Needs (SN)

Call the provider line (1-800-394-4571)

Use this number to request a special needs rate. Your request will be forwarded to the SN team.

SEIU 925 Member Resource Center

1-877-734-8673

- Use this number if you have questions about your SEIU contract, SEIU meetings and workshops, or representation in your area, or if you need other resources.

Benefits Solutions, Inc. 1-866-771-7359

Use this number to ask questions or apply for SEIU health care.

Child Care Provider Grievance Line 1-888-270-0613

- Use this number to discuss issues related to the CBA, except for overpayments. If you have an overpayment, find contact information on the Vendor Overpayment Notice.
- When you call the grievance line, please be prepared to provide your full name, your provider number and details of your situation.

www.del.wa.gov

The Department of Early Learning's Web site has information about:

- Child care subsidies and rules
- Ways to support healthy child development
- State and federal preschool programs
- Other resources for caregivers

Child Care Food Program

The U.S. Department of Agriculture's Child and Adult Care Food Program provides federal funds to serve nutritious meals and snacks. You may be eligible for the program when you are approved by DSHS to care for children in your own home. For more information about the program, contact the Office of Superintendent of Public Instruction at 360-725-6200.

www.dshs.wa.gov

The Department of Social and Health Services has many programs to assist families in Washington.

<http://apps.leg.wa.gov/WAC/default.aspx?cite=170>

The Department of Early Learning Washington Administrative Code for WCCC.

Washington State Family Child Care Association

www.wsfcca.com

Eastern Washington Family Child Association

www.ewfcca.org

Washington Association for the Education of Young Children

1-800-727-3107

www.waeyc.org

Washington State Resource and Referral Network

www.childcarenet.org

**STATE OF WASHINGTON/SEIU LOCAL 925
FAMILY CHILDCARE
COLLECTIVE BARGAINING AGREEMENT
2011-2013**

MEMORANDUM OF UNDERSTANDING

The parties agree that if the State of Washington receives an increase in federal childcare and development funds prior to October 1, 2011, the Labor/Management Committee will meet and confer in accordance with Article 8 of the Collective Bargaining Agreement prior to the Department of Early Learning's final decisions on the allocation of the additional funds.

Signed this 23rd day of August, 2010.

For the Union:

For the State:

/s/

Kim Cook, President
SEIU Local 925

/s/

Diane Lutz, Negotiator
OFM Labor Relations Office

STATE OF WASHINGTON/SEIU LOCAL 925

FAMILY CHILDCARE

MEMORANDUM OF UNDERSTANDING

In full settlement of the grievance filed on February 23, 2011 by SEIU Local 925 alleging a violation of Article 14.1 (Scholarship funds for licensed providers) of the Collective Bargaining Agreement (CBA), the parties agree to the following:

- The State will continue to approve requests for scholarship funds in accordance with Article 14.1 of the 2009-2011 CBA through June 30, 2011.
- Pursuant to Article 14.1 of the 2011-2013 CBA, the State will not approve requests for scholarship funds above the 2007-2009 funding level in the 2011-2013 biennium unless the Department of Early Learning (DEL) determines it necessary.
- DEL will provide detailed information regarding the use of the scholarship funds at each of the regular monthly meetings with SEIU Local 925 beginning in September 2011.
- The parties will convene a bargaining session immediately following the end of the first fiscal year of the 2011-2013 biennium to determine the remaining fund balance and make any necessary plans to ensure that family child care scholarships are funded for the duration of the second year of the 2011-2013 biennium without exceeding the budgeted funding level.

Signed this 27 day of July, 2011.

For the Union:

For the State:

/s/

Karen Hart, President
SEIU Local 925

/s/

Diane Lutz, Negotiator
OFM/LRO

STATE OF WASHINGTON/SEIU LOCAL 925

FAMILY CHILDCARE

MEMORANDUM OF UNDERSTANDING

The parties agree to the following clarification of current practice regarding payment for care provided:

When an initial client application is complete and approved, the first day of the authorization will be the date stamp on the application, or when it is entered into the system, whichever is earlier. Providers will be paid for all authorized child care provided. If the state requests additional supporting information from the client after receiving the initial application, and the information is provided within the allowed or extended timeline and the client is authorized to receive child care services, then the first day of the authorization will be the date stamp on the initial application, or when it is entered into the system, whichever is earlier.

Signed this 24th day of April, 2012.

For the Union:

For the State:

/s/

Karen Hart, President
SEIU Local 925

/s/

Diane Lutz, Labor Negotiator
OFM/Labor Relations Division

STATE OF WASHINGTON/SEIU LOCAL 925

FAMILY CHILDCARE

MEMORANDUM OF UNDERSTANDING

The parties agree that Article 13.4 C of the 2011-2013 Collective Bargaining Agreement between the State of Washington and SEIU Local 925 for child care providers will be modified to read as follows:

- C. Care for at least thirty-six (36) 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;

This MOU will expire on June 30, 2013.

Signed this 22nd day of May, 2012.

For the Union:

For the State:

/s/

Karen Hart, President
SEIU Local 925

/s/

Diane Lutz, Senior Labor Negotiator
OFM/Labor Relations Division

STATE OF WASHINGTON/SEIU LOCAL 925

FAMILY CHILD CARE

MEMORANDUM OF UNDERSTANDING

November 6, 2012

The parties agree that effective November 15, 2012, up to one hundred thousand dollars (\$100,000) of the funds allocated to Article 14.2 C (SEIU FFN Child Care Training Incentive Plan) of the 2011-13 Collective Bargaining Agreement between the State of Washington and SEIU Local 925 for Family Child Care Providers may be used to assist providers licensed prior to March 31, 2012 who do not hold a high school diploma, General Educational Development (GED) or Child Development Associate (CDA). One time during the life of this MOU, eligible licensed providers may be reimbursed up to five hundred dollars (\$500) for the cost of GED attainment and/or up to three hundred fifty dollars (\$350) for the cost of CDA attainment. Reimbursement pursuant to this MOU shall be limited to expenses incurred during Fiscal Year 2013 (July 1, 2012 through June 30, 2013).

Payments pursuant to this MOU will be made on a first come basis until the one hundred thousand dollars (\$100,000) is spent or until the expiration date of this MOU, whichever is first. This MOU will expire if the total amount expended from the Article 14.2 C funds (including this scholarship fund) reaches the limit of four hundred thirteen thousand dollars (\$413,000), or on June 30, 2013, whichever is first.

Signed this 6th day of November, 2012.

For the Union:

For the State:

/s/

Karen Hart, President
SEIU Local 925

/s/

Diane Lutz, Senior Labor Negotiator
OFM/Labor Relations Division

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

Executed this 28th day of June, 2011.

For the Service Employees International Union 925:

_____/s/
Kim Cook

_____/s/
Karen Hart

_____/s/
Kurstin Holabird

_____/s/
LaVonne Counley

_____/s/
Gilda Turner

_____/s/
Jane Elfering

_____/s/
Nancy Gerber

_____/s/
Shawn Harris

_____/s/
Debbie Knighten

_____/s/
Dana Lager

_____/s/
DJ Lager

_____/s/
Kathy Miller

_____/s/
Antonia Alvarez

_____/s/
Socorro Ramos Rojas

_____/s/
Sandra Vandoren

_____/s/
Kathy Yasi

For the State of Washington:

/s/

Christine O. Gregoire
Governor

/s/

Diane Lutz, Chief Negotiator
OFM Labor Relations Office