

# **Collective Bargaining Agreement**

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between

**SEIU 775**

and

**Chesterfield Health Services**

**Effective July 1, 2015 to June 30, 2017**



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# **ARTICLE 1: RECOGNITION**

Amicable Healthcare, Chesterfield Health Services, Concerned citizens, and Korean Women's Association (hereafter collectively referred to as the "Employers" or singularly as "Employer", "each Employer," or "an Employer") recognize SEIU 775 (the "Union") as the sole and exclusive collective bargaining agent for all employees who are employed by the Employers throughout the State of Washington in the position of home care worker, who perform home care and personal services, or work in any position related to delivery of such in-home services, including but not limited to: home care workers, home care aide, caregivers, personal care assistants, Certified Nursing Assistants (CNA or NAC), Nurse Aide Registered (NAR), Licensed Practical Nurses (LPN or LVN), Registered Nurses (RN), and any other similar job title or classification; excluding all employees not employed in the in-home services or programs delivered by the Employers, managers, confidential employees, office clerical employees, translators, professional employees, guards, and supervisors as defined in the National Labor Relations Act.

## **ARTICLE 2: UNION MEMBERSHIP AND UNION SECURITY**

### **SECTION 1: UNION DUES**

All bargaining unit employees shall, as a condition of employment, become and remain members of the Union tendering periodic dues and fees as determined by the Union. Each new employee shall be required to become and remain a member of the Union no later than the thirtieth (30th) day of employment. Per the terms of Section 2.3 of this Article, any employee who fails to satisfy this obligation shall be discharged by each Employer, and each Employer shall provide written notice to the Union of such discharge within thirty (30) days.

### **SECTION 2: RELIGIOUS EXEMPTION**

It is the intent of this Agreement that the provisions of this Article safeguard the right of employees to remain non-members based on *bona fide* religious tenets or teachings of a church or religious body of which such employee is a member. Any employee 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 arrange with the Union to make alternative payments in lieu of the payments required for Union membership to a nonreligious charitable organization (a 501 (c) (3) organization as defined by statute) of the employee's choice. Such employees shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 1 of this Article. Failure to satisfy this alternative payment shall result in discharge from employment, pursuant to Section 2.1 of this Article. Each Employer shall not be financially liable for any failure of the affected employee or the Union to remit payments to the nonreligious charity.

### **SECTION 3: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS**

The Union may demand the discharge of any bargaining unit employee who is delinquent in payments required in this Article or refuses to become and remain a member of the Union. The Union shall communicate delinquency to the affected employee and to the Employer within thirty (30) days of delinquency.

The notice to the delinquent employee shall include a) the fact that the Union has no record of the employee's membership or religious exemption and b) the action required by the employee in order to satisfy requirements of this Agreement. This notice may include: the amount needed to pay delinquent dues in full, a membership form, and/or any other action needed on the part of the employee to satisfy obligations of this Agreement. The Union shall, at the same time, notify the Employer of the name and reason for delinquency of any employee.

Should the employee fail to satisfy obligations of this Agreement, within fifteen (15) days from the date of the original notice of delinquency, the Union may demand in writing that the applicable Employer discharge the employee. Following receipt of such demand, the Employer shall discharge the employee within seven (7) calendar days of the date of the Union's demand.

### **SECTION 4: POLITICAL ACCOUNTABILITY FUND (COPE)**

Each Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a Political Accountability Fund (COPE) wage assignment authorization form. When filed with each Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until or unless revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) contributions will be

promptly transmitted to the Union by separate check payable to the Union and identified as COPE deductions, at the same time as the monthly remittance of dues. Upon issuance and transmission of a check to the Union, each Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Political Accountability Fund (COPE) contributions hereby undertake to indemnify and hold each Employer harmless from all claims, demands, suits or other forms of liability that may arise against each Employer for, or on account of, any deduction made from wages of an employee.

## **SECTION 5: PAYCHECK DEDUCTIONS**

Each Employer agrees to deduct from each bargaining unit employee's pay all authorized dues, fees, and assessments as determined or required by the Union. Each Employer shall make such deductions from the employee's paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union within fifteen (15) days after the end of each pay period. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify each Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change. Each Employer reserves the right to ensure that the authorization of payroll deductions complies with applicable Federal and State laws regarding deductions from wages. Each Employer may require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction. The Union will hold harmless each Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership fees, including the cost of defending against such claim or obligation.

## **SECTION 6: BARGAINING UNIT INFORMATION**

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and home address on file with each Employer. Each Employer shall provide a roster of all bargaining unit employees to the Union on a monthly basis. The roster shall include each employee's name, social security number, gender, home address, mailing address, home phone number, alternative phone number (if any), email address (if any), office or unit where the employee is assigned, job classification(s), FTE status, shift, rate(s) of pay, gross pay, hours worked in the month (or month-to-date in the event of twice---monthly pay), total hours accrued as an employee of each Employer or

hours credited towards a wage scale step year---to---date, amount and rate of any special differential pay, date of hire, and date of termination. Each Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or other reason. All information required to be transmitted under this Agreement shall be transmitted in a common electronic format agreed upon by each Employer and the Union.

## **SECTION 7: MEMBERSHIP FORMS**

Each Employer agrees to distribute membership forms for the Union with the basic employment paperwork required by each Employer. All membership forms for the Union completed by an employee of the Employer will be forwarded to the Union by the Employer, keeping a copy for the Employer and sending originals to the Union, no later than the fifteenth (15<sup>th</sup>) day of the new employee's employment with each Employer.

# **ARTICLE 3: UNION RIGHTS**

## **SECTION 1: ADVOCATE**

For purposes of representation and mutual administration of the contract, the Union will designate advocates from among its members employed by the Employers. The advocate position is the worker representative position responsible for handling grievances and disciplinary issues with the Employers. The Union will notify each Employer when an advocate has been designated.

## **SECTION 2: ADVOCATE RECOGNITION**

### **3.2.1 AMICABLE AND CHESTERFIELD**

The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in contract enforcement. These activities are defined as time spent in grievance investigation, the labor management committee, "Union time" presentations, negotiations or meetings, and in services as mutually agreed upon by the Union and each Employer. Advocates shall have the obligation to inform their supervisors when they will be utilizing advocate time, and shall follow all usual scheduling procedures to ensure client care coverage.

### **3.2.2 CONCERNED CITIZENS**

The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in contract enforcement. These activities are defined as time spent in grievance investigation, the labor management committee, "Union time" presentations, or meetings, and in services as mutually agreed upon by the Union and each Employer. Advocates shall have the obligation to inform their supervisors when they will be utilizing advocate time, and shall follow all usual scheduling procedures to ensure client care coverage.

### **SECTION 3: BULLETIN BOARDS**

Each Employer will provide a bulletin board and place the board in an area easily accessible to employees in each of the Employer's branch offices for union postings.

### **SECTION 4: NEW EMPLOYEE ORIENTATIONS, IN--SERVICE TRAININGS AND CONTINUING EDUCATION**

#### **3.4.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

The Union shall have the right to include information in each Employer's new employee orientation materials.

new caregivers will be scheduled to attend onethirty (30) minute "union time" presentation duringthe required basic training of home care workers, such time shall be paid.

Continuing caregivers will be scheduled to attend one fifteen (15) minute "Union time" presentation each calendar year that isconnected with a Continuing Education Classe, such time shall be paid. An employee must present satisfactory proof of attendance to be paid for any "Union time" presentation.

### **SECTION 5: ACCESS TO EACH EMPLOYER'S OFFICES**

Each Employer agrees to admit to its offices the authorized worker representative of the Union for the purposes of adjusting grievances and conducting other Union business.

### **SECTION 6: ACCESS TO EACH EMPLOYER'S FILES**

The employee or his/her worker representative shall have the right to examine the employee's personnel file. If the employee is not present, the employee shall provide written authorization to enable the worker representative to examine the file in the absence of the employee. Only appropriate information shall be maintained in an employee's personnel file. Employees may request that a document be removed from their personnel

file. Each Employer retains full discretion in determining whether the request is granted. Disputes regarding documents placed in the employee's permanent personnel file are subject to the Grievance Procedure as stated in Article 9.

The Union may, during normal business hours, examine time sheets, work production or other records that pertain to an employee's compensation and/or fringe benefits, in case of a dispute as to contributions and/ or pay. The Union shall not exercise this right so as to be disruptive of the Employer's business.

## **SECTION 7: EMPLOYEE COMMUNICATIONS**

### **3.7.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

In order to facilitate communication relating to this Agreement, the ongoing work of the Labor Management Committee, and any other Union business of a general nature, each Employer shall insert material provided by the Union in the pay envelopes of employees covered under this Agreement, provided that:

- a) The implementation of an all electronic payroll system does not make this provision obsolete.
- b) All literature submitted for insertion in pay envelopes shall be clearly identified as Union--- produced material and shall have information on how to contact the Union by phone. At the request of each Employer, the Union also shall indicate clearly that the communication in question is not provided by nor does it necessarily represent the views of each Employer.
- c) In the event that the insertion of Union material in pay envelopes increases the postage cost of mailing the pay envelopes, the Union shall reimburse each Employer for the additional cost.
- d) This section is intended to refer to paper materials or other small promotional items which can be inserted easily into envelopes. The materials will not be such that insertion requires additional time or burden on the part of each Employer.
- e) Should any Employer produce a newsletter directed at employees, or provide mail boxes at branch offices, the Union shall have the right to submit information for inclusion or distribution.

## **SECTION 8: PAYCHECK DISTRIBUTION**

### **3.8.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

The Union may be present at in---person paycheck distributions or when employees are dropping off timesheets (unless the implementation of an all electronic payroll system makes this provision obsolete). The Employers will not be expected to pay Union worker representatives for their presence at in---person paycheck distributions or timesheet drop-offs.

## **SECTION 9: MEETING ROOMS**

### **3.9.1 AMICABLE, CHESTERFIELD, CONCERNED CITIZENS AND KWA**

The Union may use meeting rooms of the Employer in its offices for meetings of the unit, provided sufficient advance request for meeting facilities is made to the designated administrator in the and space is available.

## **ARTICLE 4: NO DISCRIMINATION**

The Employers agree that qualified applicants for employment will be considered without regard to race, ethnicity, color, physical and/or mental disability, marital status, national or tribal origin, ancestry, gender, sexual orientation or perceived sexual orientation, gender identity, age, religion, creed, citizenship status, veteran status, lawful political beliefs or actions, union membership or activities, or other characteristics or considerations made unlawful by federal, state, or local law or by government agency regulations. The Employers further agree that they shall not discriminate in terms or conditions of employment on the basis of the aforementioned characteristics (except for bona fide occupational qualifications or client preference). The Employers and the Union also commit to support equal employment opportunity and affirmative recruitment to ensure a diverse workforce. All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees shall be treated fairly and with dignity and respect.

## **ARTICLE 5: CLIENT RIGHTS**

The Employers and the Union are committed to quality care of clients. It is the right of clients, in the privacy of their home, to choose the employee with whom they feel the most comfortable. The Employers support client rights. If a client wishes to change employees, for any reason, the Employers will respect the right of the client to do so. If a

client chooses to change employees, the employee who is being unscheduled shall be eligible for another client(s) or equivalent hours as available. The Employers will make a good faith effort to provide support for a successful employee/client relationship(s). At the discretion of the parties, the Employers and the Union may explore through the Labor Management Committee methods of coaching, counseling or mediation to assist in the resolution of client/worker conflicts to help ensure consistent service delivery with minimal worker reassignment.

## **ARTICLE 6: PROBATION**

### **SECTION 1: AMICABLE AND CHESTERFIELD**

The first six (6) months of employment or re---employment shall be the probationary period for all new and returning employees. During this period the Employer shall provide specific orientation to the job performance expectations, to the agency and to the agency's services and programs, and to the people/clients served by the agency. Supervisors shall monitor performance during this time and will provide appropriate feedback to the employee, to help the employee successfully complete the probationary period. If requirements of the job are not being met, the Employer shall seek to counsel the employee to correct the defined deficiencies. If satisfactory improvement does not result, the probationary employee may be disciplined or terminated in the sole discretion of the Employer without further notice or recourse to the grievance procedure. The discipline or discharge of an employee who is in probationary status shall not be in violation of this Agreement. Probationary employees are covered by the terms and conditions of this Agreement except as specifically noted and retain the same legal rights as other employees under the National Labor Relations Act and applicable local, State and Federal laws. Employees completing the probationary period shall be credited with seniority retroactive to date of hire. Seniority shall be based on hours in accordance with the wage schedules set forth in this Agreement.

### **SECTION 2: CONCERNED CITIZENS**

The first four (4) months of employment shall be the probationary period for all new employees. The remainder of Article 6 applies.

## **ARTICLE 7: SENIORITY**

Seniority shall be defined as the number of hours worked within the bargaining unit from the employee's date of hire. Continuous service shall be defined as no break in service for longer than one month with the exception of a Union---related leave of absence, military duty, leave under the Family Medical Leave Act, or any other extended leave approved by an Employer. Seniority shall be used to determine wage rates and entitlement to or accrual of other benefits as described in this agreement. Seniority shall also be a factor in determining work assignments, layoffs and recalls.

## **ARTICLE 8: DISCIPLINE AND JUST CAUSE**

### **SECTION 1: JUST CAUSE AND RIGHT TO REPRESENTATION**

a) **Just Cause and Progressive Discipline**

The Employers shall have the right to discipline employees and/or to discharge non-probationary employees for just cause only. Communications between supervisors and employees about disciplinary matters shall be respectful and discipline shall be, in general, directed at correcting performance problems. In general, progressive discipline shall be used, with the general progression as follows: verbal warning, written reprimand or warning, unpaid or paid suspension, and termination/discharge (firing).

b) **Serious Misconduct**

In the case of serious misconduct, or for disqualifying crimes as defined in statutes applied to the licensed provision of home care services, each Employer may in its sole discretion, for reasonable cause, bypass any one or all of the steps of progressive discipline.

In the case of any form of discipline less than termination, the employee's disciplinary action shall include a description of the conduct that is the basis for the disciplinary action(s). Each Employer will strive to identify specific corrective action(s) that the employee is expected to take to improve his/her performance.

c) **Fact-finding**

Prior to issuing any form of disciplinary action to an employee, an Employer shall attempt to meet with the employee to investigate and gather facts. The Employer shall advise the employee of the purpose of the investigatory meeting and that the



meeting could lead to disciplinary action, and shall advise the employee of his/her right to request the presence of an advocate or Union representative in the meeting. If an employee requests the presence of an advocate or Union representative, the Employer will make a reasonable attempt to schedule a meeting when the participating advocate or Union representative and employee are available to meet. The unavailability of an advocate or Union staff representative for a meeting date shall not unreasonably delay or impede the Employer's investigation or decision to take disciplinary action.

## **SECTION 2: NOTIFICATION OF FORMAL DISCIPLINARY ACTION/WRITTEN JUSTIFICATION FOR DISCIPLINE FOR CAUSE**

In the case of any written reprimand (written warning), suspension, economic sanction, or termination/discharge for cause, an Employer shall give a copy of the disciplinary action to the employee, stating the reasons for the discipline. The document shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice: "Signing this document indicates that you have received a copy but does not indicate that you agree or disagree with its contents. You may have the right to contest this action through filing a grievance, if you believe this action violates the Union contract. You may contact your Union advocate or the SEIU 775 office at 1-866-371-3200."

The lack of the employee's signature on the notice shall not be grounds for nullifying or challenging the notice or any ensuing disciplinary action where reasonable evidence shows that the applicable Employer attempted to inform the employee of the investigation, pending or actual discipline.

## **SECTION 3: SUSPENSION OR DISCHARGE**

Within seven (7) calendar days after any suspension or discharge for cause, an Employer shall notify the Union in writing (by fax or email) of the suspension or discharge and the reason for this action and shall attach a copy of the disciplinary notice signed by the employee or provided to the employee. Employees who are suspended may use any accrued, paid leave during their period of suspension.

## **SECTION 4: INVESTIGATION OF JUST CAUSE BY UNION**

An advocate or Union representative shall have the right to interview employees and management personnel and gather information concerning disciplinary matters. Such

interviews shall not interfere in any way with an Employer's business activity. Should a client complaint be involved, the applicable Employer will attempt to provide a copy of the clients' written complaint, if any, with all identifiers removed, so long as the removal of identifiers adequately protects the confidentiality rights of the client and the provision of the complaint does not violate federal, state, local laws or regulations.

## **SECTION 5: EMPLOYER RULES**

The Employer may establish reasonable work rules necessary to regulate employees' conduct at work. Work rules shall be reviewed with new employees, conspicuously posted and made available to all employees. Each Employer may require new employees to sign a form provided by that Employer to confirm their understanding of the work rules. Each Employer will advise the Union of any proposed changes to the work rules thirty (30) days in advance. If the rule is a mandatory subject of bargaining, the Union reserves the right to demand to bargain.

## **SECTION 6: PERSONNEL FILES**

### **8.6.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

Any information about the employee may be included in the personnel file, including without limitation information regarding disciplinary action, such as client complaints, warnings, placements on probation status, and formal evaluation reports prepared by an Employer shall be placed in the employee's personnel file and a copy shall be made available to the employee upon the employee's written request. Each Employer shall allow the employee and/or his/her representative (if the employee so authorizes in writing) to examine the employee's permanent personnel file maintained in an Employer office, at a mutually agreeable time and date; files must be made available within five (5) business days of receipt of a written request. Employees who have a reasonable dispute with information in their personnel file may submit written comments no more than two (2) pages in length, replying to any material in their file, which comments shall also be maintained in their personnel file. Employees may not submit additional written comments regarding disputes which have been resolved through the grievance process. Should the employee maintain a good record for one (1) year, all identified negative materials shall be removed from his/her personnel files at the request of the employee, unless otherwise required to be retained by state law or regulation. Files that are not removed after one (1) year shall be considered as if they had been removed so long as the employee has not committed the same offense within the past twelve (12) months.

## **SECTION 7: APS OR REGULATORY INVESTIGATIONS**

Should Adult Protective Services or another regulatory agency (such as Children's Administration or the Division of Developmental Disabilities) initiate an investigation of an employee that requires suspension or removal of that employee from any client, but does not require suspension or removal from all home care work, the applicable Employer will attempt to assign the employee other suitable home care work until the investigation is complete if permitted by state law or regulation

If, following the conclusion of an APS or other regulatory investigation, it is determined by the applicable Employer, or APS or other regulatory agency that the employee is to be disciplined, up to and including termination, the notification provisions of Section 8.2 of this Article will apply.

If the investigation indicates that the disciplinary action is unnecessary, the applicable Employer will make reasonable efforts to reinstate the employee to the same hours/position with the original client. If the client should decline to be served by the employee, the applicable Employer will make reasonable efforts to assign suitable and available client hours, until s/he is employed at the same number of hours as before the investigation.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

### **SECTION 1: DEFINITION**

A grievance is hereby defined as a claim against, or dispute with, an Employer by an employee or the Union involving an alleged violation by an Employer of the terms of this Agreement and/or the employee handbook or past practices and policies of an Employer which initiate on the execution date of this Agreement. The Union and the Employers are mutually committed to resolving disputes at the lowest level possible, in an expedient manner. Grievance response timelines may be extended by mutual written agreement. Grievances concerning discharge, discrimination as defined this Agreement or grievances filed by the Union shall be filed initially at Step Two.

### **SECTION 2: TIME LIMITS, MEETINGS AND NOTIFICATIONS**

#### **9.2.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

The purpose of time limits within the grievance procedure is to ensure the swift resolution of

disputes. Time limits may be extended or waived at any step of the grievance procedure by mutual written agreement of the Parties. The party awaiting a response at any step may advance the grievance to the next step once the time limits have expired. The Union may withdraw a grievance at any step in the grievance procedure. The Parties agree the grievance may be resolved at any stage of the grievance process provided that all appeals are timely.

The parties may waive meetings or conduct meetings by phone by mutual agreement. Electronic mail (email) shall be valid notification under this Article.

## **SECTION 3: GRIEVANCE STEPS**

### **9.3.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

Grievances shall be handled in the following manner:

**Step One:** The grievant, advocate and/or Union staff representative shall present a grievance orally to the grievant's immediate supervisor within fifteen (15) calendar days from the date of the occurrence of the facts or from the date the alleged violation first became known, whichever is later. The supervisor shall respond in writing to the grievance within ten (10) calendar days of the presentation to agree to resolve the grievance or to deny the grievance. The supervisor's response shall be addressed to both the grievant and the Union. Should the supervisor fail to respond within this time frame, the Union shall have the right to forward the grievance to the next step.

**Step Two:** If no resolution or settlement is reached between the grievant and the supervisor, the grievant or the Union may file a written appeal of the supervisor's decision rendered in Step One to the appropriate Program Director or his/her designated representative. The grievant or Union shall file this written grievance within fifteen (15) calendar days after his/her receipt of the supervisor's decision from Step One. A meeting with the appropriate Program Director or his/her representative, the grievant and the advocate or Union staff representative shall be held not later than ten (10) calendar days after receipt of the written grievance. The appropriate Program Director's response shall be addressed to the grievant and the Union. The appropriate Program Director's response shall be final and binding on the employee, the Union, and the Employers unless it is timely appealed to arbitration by the Union in accordance with this Article.

Grievances concerning discharge or discrimination, or grievances filed by the Union

shall be filed initially at Step Two. Group grievances claiming the same alleged conduct involving employees who work under more than one supervisor may be filed initially at Step Two. Multiple individual grievances alleging the same violation that are filed during the same time frame may be combined into a group grievance and commenced at Step Two.

## **SECTION 4: WRITTEN GRIEVANCE**

The written grievance must contain the following information: (a) the exact nature of the grievance; (b) the act or acts alleged to be violations of the Agreement, an Employer policy or an Employer's past practice that is not specifically addressed in this Agreement; (c) when the alleged act(s) occurred; (d) the identity of the grievant(s); (e) the specific Article or provision of this Agreement or the past practice alleged to have been violated; (f) the remedy proposed to attempt to resolve the grievance. The written grievance need not be on the Union's grievance form, as long as it contains the information above. The written grievance must be signed by the grievant or authorized Union representative.

## **SECTION 5: REQUEST FOR ARBITRATION**

If no resolution or settlement is reached within 15 fifteen calendar days after the date the grievance is presented to an Employer as provided in Step Two, or if no response is received by the Union within the time limits, then the Union shall have the right, within the next 15 fifteen calendar days, to advise the Director or his/her designee that the Union is forwarding the grievance to a neutral arbitrator for final and binding settlement. The time limits for filing for arbitration may be extended by mutual agreement of the official representative of the Parties.

## **SECTION 6: ARBITRATION**

### **9.6.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

In the event that a grievance proceeds to arbitration, the Parties shall make a good faith effort to agree on an arbitrator and proceedings shall be held in a mutually agreed upon location. In the event the Parties are unable to agree, and not later than five (5) calendar days from receipt of the request by the Union for arbitration, the Parties shall select an arbitrator as follows:

- a) The Federal Mediation and Conciliation Service (FMCS) shall provide a list of five (5) arbitrators to the Union and to the Employer.
- b) Within five (5) working days after receipt of the list of arbitrators, the Parties shall select an arbitrator through the process of elimination by alternately striking

names. The Party to strike first shall be selected by a coin toss.

OR

(c) The Parties may mutually agree to a list of arbitrators to be used during the term of this Agreement and shall select any arbitrator whose schedule permits timely hearing of the grievance

The jurisdiction of the impartial arbitrator is limited to:

- a) Adjudication of the grievance setting forth the issue or issues to be arbitrated;
- b) Interpretation of the specific terms of this Agreement or past practices of the Employer which are applicable to the particular issue presented to the arbitrator;
- c) (3)The rendering of a decision or award that in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or that is in conflict with any of the provisions of this Agreement;
- d) The rendering of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective Parties; and,
- e) The rendering of a decision involving the administration or interpretation of insurance plans or contracts. The arbitrator shall not have jurisdiction over internal rules of the insurance plans or contracts which are outside the Employer's or the Union's control.

## **SECTION 7: ARBITRATION DECISION AND COSTS**

The arbitrator will render a decision within thirty (30) calendar days after the conclusion of the hearing or within thirty (30) calendar days following any period allowed for the filing of post--hearing briefs. The decision shall be final and binding upon the Employer, the Union and the employee(s) affected. The costs of the arbitration including professional services for preparation of transcripts (if agreed by the Parties) shall be divided equally between the Union and the Employer. Any fees for witnesses shall be borne by the Party calling such witness.

## **ARTICLE 10: VACANCIES**

### **SECTION 1: OPEN POSITIONS**

In order to ensure that all interested employees are advised of employment opportunities, notice of job vacancies for regular full or part time positions will be sent to the Union,

and job announcements will be posted on designated bulletin boards in the office. In addition, information about all job vacancies will be available to employees by calling the office and in pay envelopes. All regular full or part time vacancies will be posted and filled in accordance with this Agreement. Postings will include position requirements, minimum qualifications, substitute and preferred qualifications (if any) and base rate of pay.

## **SECTION 2: NOTIFICATION OF AVAILABLE HOURS**

### **10.2.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

An employee seeking to work additional hours will notify his/her supervisor(s) of a desire to work additional hours, and schedule availability. Employees who are seeking to qualify for healthcare coverage shall indicate that they are seeking additional hours in order to qualify for health care coverage. Such notification will be made at least once a month. It is the responsibility of the employee to notify her/his immediate supervisor when his/her schedule changes. Each Employer will publish information, by office, regarding available hours via designated bulletin boards and other means which will assist employees in obtaining more hours. It is the responsibility of the employee to notify her/his immediate supervisor when his/her schedule changes. The means used to notify employees of available hours may also be referred to the appropriate Labor Management Committee for development following the ratification of this Agreement. The principle of client choice shall be the determinative factor for assignment of worker(s). All other factors and qualifications being equal, each Employer shall offer additional hours first to those workers seeking enough hours to qualify for healthcare coverage and thereafter each Employer shall use seniority as the factor in assigning additional hours, up to a maximum of forty (40) hours per week.

In order to ensure that client hours are assigned on a regular basis by seniority and other factors as called for in this Section, each Employer may temporarily assign any employee for up to seven (7) calendar days to newly available clients while determining which regular employee shall be assigned the newly available hours.

## **SECTION 3: JOB DESCRIPTIONS**

Each Labor Management Committee shall review, change, and/or develop new job descriptions for the classifications covered by this Agreement. Job descriptions shall be reviewed by management annually. Each Labor Management Committee shall meet to review and adopt proposed changes when necessary.

# ARTICLE 11: LABOR / MANAGEMENT COMMITTEES

## SECTION 1: PURPOSE

The Parties shall establish one Labor Management Committee per Employer in this Agreement. The purpose of the Committees shall be to consider matters affecting the relations between the applicable Employer, and the employees, and to recommend measures to improve the quality of client care in specific and throughout the industry; provided, however, the Committees shall not engage in negotiations, nor shall the Committees consider matters properly the subject of a grievance unless mutually agreed by the Parties.

## SECTION 2: COMPOSITION, SCHEDULE, AND PROCESS

Each Committee shall be composed of the following members:

Amicable:	up to four (4) Union representatives, and up to four(4) representatives of management
Chesterfield:	up to eight (8) Union representatives, including a health and safety representative, and up to eight (8) representatives of top and line management
Concerned Citizens:	up to four (4) Union representatives and an equal number of representatives of management.
Korean Women's Association:	one (1) Union representative per office except that there shall be three (3) representatives from the Tacoma office of the Employer, and an equal number of representatives of

In addition, the President or Executives of the organizations, or their designees may attend the meetings. Other provisions for these Committees are as follows:

- a) Each Committee shall be co---chaired by one of the Union representatives and one of the Employer representatives. The Committee may also decide to rotate facilitation of meetings.
- b) Each Committee may meet quarterly, but no less than twice per calendar year, at a time mutually convenient to the Union and the Employer.
- c) The Union and the Employer co---chairs for each Committee will prepare an agenda to be presented to their Committee at least three (3) working days prior



to the scheduled meeting.

- d) Employee Committee members will be paid their regular rate of pay for participation for any scheduled hours of work that the worker foregoes by service on a Committee. The Union and the applicable Employer shall pay any travel expenses for the participation of their respective representatives.
- e) Minutes of the meetings will be presented to the applicable Employer and the Union within twenty-five (25) working days after the meeting of a Committee or at the following Committee meeting by agreement.
- f) Each Committee will address each recommended agenda item in writing within one (1) month to the members of the Committee. Should any item(s) be referred to another person or body, such person(s) shall report decisions or actions to the Committee within one month.

### **SECTION 3: EMPLOYEE HANDBOOK**

Should any company in this Agreement seek to create an Employee Handbook or modify an existing Handbook (separate from this Agreement), such Employer shall allow their Labor Management Committee an opportunity to assist in writing the Handbook. The Union shall have the right to demand to bargain over any mandatory subjects of bargaining included or proposed in such a Handbook.

### **SECTION 4: HOME AND COMMUNITY---BASED CARE INDUSTRY FORUM**

The Parties share an equal stake in advocating for improvements in the quality of care with the regulators, the State, the Legislature, and the Congress, in building workforce development programs which prepare caregivers and employers to meet the challenges of providing service to our rapidly aging population. Recognizing our common interests, the Employers agree to join the Union in convening a forum for unionized Employers 2---4 times each year to discuss matters of mutual interest.

## **ARTICLE 12: HEALTH AND SAFETY**

### **SECTION 1: RIGHT TO SAFE WORKING CONDITIONS**

The Employers and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employee shall be required to work in any situation that would threaten or endanger his/her health or safety and each Employer shall make a good faith effort to notify employees of any

health or safety risks prior to a client assignment. Such situations include: bodily harm to the employee; threatening behavior of the client to the employee; sexual harassment of the employee by the client or by persons in the household; or any other situation that would be a threat to the employee's health. The employee will immediately report to their Employer any working condition that the employee believes threatens or endangers the health or safety of the employee or client.

If the supervisor or other Employer representative deems the situation to be unsafe, and the employee is directed to leave the client's home, the employee shall be offered a substitute position to make up for the hours scheduled, or be paid for his/her entire scheduled assignment for that day, including all travel time and travel miles (except errands not performed) that he/she would have been paid had that assignment been completed as scheduled.

Following receipt of such report, the Employer will investigate the report, including review with the employee, client, and appropriate referral agency. Appropriate action will be taken by the Employer, based on the facts identified during the review of the investigation, the provisions of the program under which the client is being served, and the requirements of the contract between the Employer and the referral agency. If the client continues to be served by the Employer, the Employer will make sure any subsequent employees will be informed of the previous safety problem, and be provided with the proper information, training, equipment or direction necessary to address any future incidents in a safe manner.

## **SECTION 2: SAFETY EQUIPMENT & SUPPLIES**

No employee shall be required to provide at his/her own expense safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, to perform any task for a client. Each Employer shall provide both latex---free and powder---free options for gloves, and shall dispense the gloves in such a manner as to safeguard the sterile conditions. If such a situation arises where there are insufficient supplies or materials, the employee will report the situation immediately to his/her supervisor.

Each Employer will make a good faith effort to provide assistive technology, (i.e., Hoyer lift, lift belts, etc.) for client transfer.

## **SECTION 3: CLEANING EQUIPMENT & SUPPLIES**

No employee shall be required to provide at his/her own expense cleaning equipment,

supplies, or protective garments to perform any task for a client. If such a situation arises where there are insufficient supplies or cleaning materials, the employee will report the situation immediately to his/her supervisor.

## **SECTION 4: VACCINATIONS**

### **12.4.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

The Employers shall provide notice and offer, for employees who request them and at no cost to the employee, Hepatitis A and B vaccinations for employees caring for high---risk clients and who are not otherwise covered by health insurance. The Employers and the Union will work together to find a way to offer, tuberculosis (TB) and pneumonia vaccinations for employees who request them. Employees shall receive, upon request, flu shots as prescribed by medical standards.

## **SECTION 5: SAFETY COMMITTEE**

### **12.5.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

The Labor Management Committee for each Employer shall function as its Safety Committee, consistent with applicable state and/or federal laws. Participation in a Safety Committee shall be considered time worked.

## **SECTION 6: ON CALL SUPPORT**

At least one supervisor from each office of each Employer shall be required to carry a cell phone during non--- business hours. Employees will be able to contact this supervisor in cases such as, but not limited to, illness, client emergencies requiring extra hours, and any other situation in which an employee would need to speak with his/her supervisor.

## **SECTION 7: IMMINENT DANGER**

Any employee who believes in good faith that his/her health and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a supervisor. If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services.

## **SECTION 8: ANNUAL SAFETY TRAINING AS PART OF CONTINUING EDUCATION**

### **12.8.1 AMICABLE, CHESTERFIELD, CONCERNED CITIZENS**

**Health and Safety Training**

The parties shall work with the Training Partnership to establish an annual, required health and safety module as part of the continuing education program.

**ARTICLE 13: PAY RECORDS AND PAY PERIODS**

**SECTION 1: CHECK STUB**

Employees shall be furnished with a copy of an electronic record showing their itemized deductions each pay period, which shall include the current hours worked, accrued time off for eligible employees, current wages earned, current wage rate, cumulative wages to date, and any regular itemized deductions, including any duly authorized dues and COPE deduction, in accordance with each Employer’s payroll procedures.

**13.1.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

Each Employer agrees to research the possibility of putting cumulative hours worked as of the end of the pay period on the pay stub.

**SECTION 2: PAY PERIOD**

**13.2.1 AMICABLE, CHESTERFIELD AND CONCERNED CITIZENS**

Payment of wages shall be twice monthly. If a payday falls on a Saturday, the check will be distributed the preceding Friday. If a payday falls on a Sunday, checks will be distributed on the following Monday, unless the Monday distribution date is one of the recognized holidays, or a day when an Employer’s office is scheduled to be closed for business; in such case, the checks will be distributed on the preceding Friday or immediate preceding business day.

The pay schedule shall be as outlined below, unless such pay schedule is altered by agreement between the Parties.

Amicable:	5 <sup>th</sup> and 20 <sup>th</sup> of each month
Chesterfield:	1st and 16th of each month
Concerned Citizens:	10th and 25th of each month (Beginning July 1 <sup>st</sup> , 2014)
Korean Women’s Association:	15 <sup>th</sup> and last day of each month

Should an employee fail to turn in the timesheet on or by the date required, each Employer will not guarantee that the hours will be paid until the pay period following the submission of the timesheet, except in the case of an emergency beyond the control of the employee. Timesheet is electronic or paper as the Employer determines.

The timesheet due dates shall be as outlined below, unless such timesheet due dates are altered by agreement between the Parties.

Amicable:	1 <sup>st</sup> and 16 <sup>th</sup> of each month
Chesterfield:	1 <sup>st</sup> and 16 <sup>th</sup> of each month
Concerned Citizens:	10th and 25th of each month (Beginning July 1 <sup>st</sup> , 2014)
Korean Women's Association:	15 <sup>th</sup> and last day of each month

Each Employer shall make the pay schedule available to all employees, published as a yearly calendar with pay days and mandatory due dates for submission of timesheets.

#### **SECTION 4: CHECK CORRECTIONS**

In the event an employee does not receive his/her paycheck on payday or is underpaid due to administrative error, a new check shall be issued within (3) business days from the pay date as long as the applicable Employer is made aware of the problem on the pay date or the first business day following the pay date. If the underpayment is for a small amount, the Employer may ask the employee if the corrected amount may be paid on the next subsequent paycheck.

#### **SECTION 5: DIRECT DEPOSIT**

Each Employer shall offer direct deposit of paychecks. Such direct deposit shall be voluntary for employees of Amicable, Chesterfield and Concerned Citizens, and will require authorization by each participating employee. Direct deposit for employees of Korean Women's Association shall be required, provided an employee may elect to receive a debit card instead. All payments in an electronic payroll system will be made by direct deposit (or by debit card payment for employees without bank accounts). Pay stubs will be maintained and distributed in an electronic format, to any employees who desire electronic communication, employees who do not indicate they wish such communication

shall receive their printed payroll statement mailed to their home address. Korean Women's Association shall provide computer access at each of its offices for employees to access their pay records. This computer access shall be available on request, provided such requests occur during regular business hours. Any reference to "paycheck" in this Agreement for Korean Women's Association shall mean the direct deposit (or debit card payroll payment) and/or the associated electronic payroll statement.

In the event that the Union establishes a credit union or other financial institution during the term of this Agreement, each Employer agrees to facilitate institution of direct deposit of all paychecks through the Union's designated credit union upon authorization from the employee(s).

## **ARTICLE 14: JOB DESCRIPTIONS AND CARE PLANS**

All employees will be provided with a written job description stating what will be required of them in the job position and classification. In order to help assure the best quality of care, and continuity of care, upon receiving assignment to a client, the employee will review with his/her supervisor a detailed care plan (service plan) designating what specific care is required for each particular assigned client. Employees are not authorized to make any changes to the care plan. If problems arise with a client's or employee's understanding of the care plan, their Employer will take all reasonable steps to assist the client and/or employee to understand the care plan. Any changes to client care plans will be reviewed with the assigned employee(s) and the appropriate supervisor, who shall identify and offer any further training needed by the employee(s) to meet the changed client need(s).

## **ARTICLE 15: UNPAID LEAVE**

### **SECTION 1: UNION LEAVE**

#### **15.1.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

**Leave to Hold Office/Employment:** Any employee elected or appointed to an office or position in the Union, or working for the Union shall be granted a leave of absence for a period of continuous service with the Union not to exceed

two (2) years. The leave may exceed two (2) years in cases where the term of office exceeds this period. Thirty (30) days written notice must be given to the Employer before the employee takes leave to accept such office, position, or work with the Union. Such leave of absence shall be without pay.

**Leave to Conduct Union Business:** A leave of absence without pay shall also be granted for no more than ninety (90) days to conduct Union business provided fifteen (15) days written notice is given. Each Employer and the Union shall cooperate in the scheduling of substitutes, so that employees on leave can return to their job positions upon ending their leave.

**Seniority Accrual and Benefits:** An employee on an approved Union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. For the purposes of Union Leave all hours worked for the Union shall count as "hours worked" as defined in the CBA to a maximum of the employees regularly scheduled hours per month per employee, including wage progression and leave accrual, but excluding eligibility and contributions to the Health Benefits Trust and Training Partnership. In order to ensure continuity of benefits from the Health Benefits Trust and the Training Partnership of up to six months for each Union Leave, all hours worked for the Union shall count as "hours worked" as defined in the CBA, and the Union shall make contributions directly to the Training Partnership and Health Benefits Trust, as if it were the Employer on all hours worked. In no event shall benefits from the Health Benefits Trust and the Training Partnership under this provision continue for more than six consecutive months.

## **SECTION 2: BEREAVEMENT LEAVE**

Employees are eligible for up to five (5) days of unpaid funeral or bereavement leave for members of the immediate family, two (2) days of unpaid funeral or bereavement leave for close relatives and one (1) day of unpaid leave for the funeral or bereavement of other relatives or close friends or clients. At the discretion of each Employer, additional unpaid bereavement leave of up to two (2) weeks may be granted for travel out--- of---state or out of the country. The employee requesting such extended bereavement leave shall be allowed to utilize any Paid Time Off that s/he has accrued and earned.

## **SECTION 3: GENERAL LEAVES OF ABSENCE**

Employees shall be entitled but not limited to all rights and privileges provided in the Family and Medical Leave Act of 1993, and other federal and state laws regulating

pregnancy and/or medical leave as outlined by each Employer's policy or defined by statute.

**Types and Definitions of Leaves of Absence:** Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of each Employer except that each Employer shall grant leave of absence without pay for the following reasons and minimum lengths of time:

- (1) Family leave --- 6 months or as provided by law, whichever is greater;
- (2) Medical leave --- length of leave as certified by a physician; and
- (3) Military and active duty leave as provided by federal law.

Leaves of absence shall not be construed as a break in service. All leave of absences will be without pay, except where leave is covered by accrued vacation. Employees on leave shall retain their seniority. An intermittent leave or reduced leave schedule may be granted if the leave is due to the Employee's own illness or the illness of a child, spouse or parent of the employee. When an intermittent leave is requested, dates on which treatment is expected to be given and the duration of the treatment must be submitted to the Employee's supervisor. An Employer may temporarily transfer the employee to another available position with equivalent pay and benefits that better accommodate the Employee's scheduling needs.

**Return from Leave of Absence:** The employee taking a leave of absence is entitled to return to his/her same position. Each Employer will make a good faith effort to reinstate Employees returning from an authorized leave of absence to their previous or similar assignment and schedule.

**Return to Work Program:** When feasible an employer will provide alternative work opportunities to employees injured on the job. Each employer shall work closely with the employee and his/her physician to determine if and when the employee can return to modified duty, and what assignments and/or activity level is appropriate.

## **SECTION 4: MILITARY CAREGIVER LEAVE**

The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury or illness up to a total of twenty---six (26) work weeks of unpaid leave during a single twelve (12) month period to care for a service member as required under the Federal Family and Medical Leave Act.. A "covered service member" is a current member of the Armed Forces, including



a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on temporarily disability retired list for a serious injury or illness. A serious injury or illness is that which was incurred by the service member in the line of duty that may render the service member unfit to perform the duties of his or her office, grade, rank or rating. The “single twelve (12) month period for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the employer for other types of FMLA Leave. An eligible employee is limited to a combined total of twenty---six (26) work weeks of leave for any FMLA---qualifying reason during a single twelve (12) month period. Only twelve (12) of the twenty---six (26) weeks total may be used for the FMLA qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with the U.S. Department of Labor Relations.

## **SECTION 5: MILITARY SPOUSE LEAVE**

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee’s intention to take leave within five (5) business days of receiving official notice that the employee’s spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

## **SECTION 6: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE**

Eligible employees shall be entitled to take paid or unpaid leave for domestic violence, sexual assault or stalking that the employee has experienced, or for the use to care for and /or assist a family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.

## **SECTION 7: OTHER FORMS OF LEAVE**

### **15.7.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

The Employer shall educate supervisors and employees about eligibility and use of any new forms of leave enacted by the Federal, local or State governments.

#### **15.7.2 OTHER REQUIRED LEAVE**

The Employer will comply with all other federal, state, and local leave requirements.

## **ARTICLE 16: HOLIDAYS**

### **SECTION 1: RECOGNIZED HOLIDAYS**

#### **16.1.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

The following days shall be recognized as holidays:

- New Year's Day
- 4<sup>th</sup> of July
- Labor Day
- Thanksgiving Day
- Memorial Day
- Christmas Day

Employees may schedule any holiday as a day off without pay, provided mutually acceptable arrangements have been made with the employee's supervisor to ensure adequate care is available for clients requiring care during the holiday period. Upon advanced request, employees may substitute two (2) recognized holidays for floater Holiday to recognize cultural, civic, or religious observance. Assignment of work on Holidays shall be assigned by the Employer

### **SECTION 2: PREMIUM PAY HOLIDAYS**

#### **16.2.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

##### **Overtime (Time-and-a-Half) Pay for Recognized Holidays:**

Employees who are assigned on an hourly basis to work on Holidays listed in 16.1.1 shall receive their regular rate of pay calculated at overtime pay rate of time--and---a---half regular pay (1.5X) for hours worked on those days.

##### **Open Holiday Pay Shifts**

Should a regularly assigned employee be requested to work on one of the premium pay holidays listed above and decline that assignment, the Employer shall

offer the hours to the most senior qualified employee provided that a client's specific care needs and preferences are being met.

## **ARTICLE 17: TRAVEL PROVISIONS**

### **SECTION 1: TRAVEL PAY AND MILEAGE**

#### **17.1A AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

##### **Windshield time**

Employees shall be paid at their regular rate of pay per hour, while traveling between assigned work locations or clients. Windshield time is only paid from home to home if the travel goes directly from one home to another.

Employees who use public transportation for travel between assigned work locations or clients shall be paid their regular rate of pay per hour, for a period of time not to exceed one-half (1/2) hour. Employees who use public transportation between assigned work locations or for authorized errands shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly public transportation pass. Employees may be required to provide documentation of public transportation costs.

##### **Mileage reimbursement**

Employees driving their own vehicles between assigned work locations and clients, attending training classes in excess of 50 miles, and for authorized client errands shall be reimbursed for mileage at the IRS rate. The Employer may set limits on the total number of miles in a month the Employee may be reimbursed for client errands, consistent with the Employer's contract(s) with the Area Agency on Aging or Department of Social and Health Services regulations or contracting criteria. The number of miles reimbursable for travel between assigned clients shall not be limited. For mileage to attend training classes it shall be determined from local office to training class and back to local office (or Employee's home, whichever is shorter). Furthermore, at the employers discretion carpooling may be required when practical and only the vehicle driver may then submit for mileage coverage.

The Employer retains the right to determine and assign the most efficient drive routes, in order to minimize mileage and gas consumption.

Should additional funding for enhancing mileage reimbursement become available,

the Employer agrees to re---open this section and any other related sections of the Agreement for re---negotiation.

### **Disputes about Reimbursement**

The Employer reserves the right to use modern map programs, or other easily available no---cost to the Homecare Worker software to determine miles or drive time between assignments in instances where a significant variance in travel reimbursement claims are identified by the Employer.

## **SECTION 2: INSURANCE AND DRIVER'S LICENSE**

### **17.2.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

Employees at all times while on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the State of Washington. The Employer may require proof of sufficient liability insurance. Such insurance shall not be construed to be in the category of livery service.

Employees shall at all times while on duty maintain and carry a current valid driver's license for the State of Washington if required to drive to assignments or while on assignments.

## **SECTION 3: DOCUMENTATION OF EXPENSES**

Employees must present proper documentation of any expenses reimbursed pursuant to this Article, if requested by the Employer, and must conform specifically to all schedules, rules and travel routes as set by the Employer.

## **SECTION 4: DON'T SPEED!**

The Employer shall not be liable for any moving violation or parking tickets related to the employee's operation of a vehicle in connection to working under this Agreement.

# **ARTICLE 18: HEALTH AND WELFARE TRUST FUND BENEFITS**

## **SECTION 1: COMPREHENSIVE BENEFIT PACKAGE THROUGH THE TRUST**

The Employer shall provide employee health care, dental, prescription drug and vision

benefits through the SEIU Healthcare NW Health Benefits Trust (“Trust”) during the complete life of this Agreement and any extension thereof. The Employer, the Trust, and the carriers participating in the Trust shall coordinate to provide benefit plan design and enrollment information to eligible employees.

## **SECTION 2: CONTRIBUTIONS**

The hourly contribution rate shall be no less than the hourly contribution rate established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the “Healthcare Rate”). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re---open the Agreement solely for the purpose of renegotiating Section 21.2.

### **a) Medicaid---Funded Hours Worked**

Effective July 1, 2015 , the Employer shall contribute the Healthcare Rate or three dollars and ten cents (\$3.10), whichever is higher, to the Trust for each Medicaid---Funded Hour worked. Medicaid--- Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in---home care program that are paid by Medicaid, excluding vacation hours, paid---time off hours, and training hours. Consumer participation shall also be excluded for contribution purposes.

Effective July 1, 2016, the Employer shall contribute the Healthcare Rate or three dollars and forty six cents (\$3.46), whichever is higher, to the Trust for each Medicaid-  
--Funded Hour worked.

The Employer agrees that all funds received by the Employer for purposes of healthcare will be provided to the Trust.

### **b) Non---Medicaid---Funded Hours Worked**

Effective July 1, 2015, the Employer shall contribute the Healthcare Rate or three dollars and ten cents (\$3.10), whichever is higher to the Trust for each Non--- Medicaid---Funded hour worked. Non--- Medicaid---Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in---home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid---time off, and training hours.

Effective July 1, 2016, the Employer shall contribute the Healthcare Rate or three dollars and forty six cents (\$3.46), whichever is higher, to the Trust for each Non--- Medicaid---Funded Hour worked.

Contributions required by Section 21.2 shall be paid periodically as required by the Trust.

### **SECTION 3: ELIGIBILITY STANDARDS**

Employee eligibility standards for health care benefits shall be determined solely by the Trust and as permitted under existing law. The Employer and the Union will work with the Trust to ensure, that in the future, the Trust has sole responsibility for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications and follow up to secure required applications/documentation, disenrolling ineligible workers and providing COBRA notifications and follow up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and disenroll ineligible workers.

The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. Ongoing costs for deduction of home care worker premiums for health care shall be paid by the Employer.

### **SECTION 4: EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. Ongoing costs for deduction of home care worker premiums for health care shall be paid by the Employer.

Employees shall pay their employee premium co---share and dependent premium charges (if applicable) via payroll deduction if they so authorize in advance, or directly to the Trust upon arrangement with the Trust.

### **SECTION 5: PURPOSE OF THE TRUST**

For purposes of offering individual healthcare insurance, dental insurance and vision insurance to members of the bargaining unit, the Employer shall become and remain a participating employer in the Trust during the complete life of this Agreement, and any extension thereof.

### **SECTION 6: TRUST AGREEMENT**

The Employer and the Union agree to be bound by the provisions of the Trust's Agreement and Declaration of Trust, and by all resolutions and rules adopted by the

Trustees pursuant to the powers delegated. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to either document.

## **SECTION 7: INDEMNIFY AND HOLD HARMLESS**

The Trust shall be the policy holder of any insurance plan or health care coverage plan offered by and through the Trust. As the policy holder, the Trust shall indemnify and hold harmless from liability the Employer from any claims by beneficiaries, health care providers, vendors, insurance carriers or home care workers covered under this Agreement.

# **ARTICLE 19: PAID TIME OFF (PTO)**

## **SECTION 1: ACCRUAL**

### **19.1.1 AMICABLE AND CHESTERFIELD**

Employees shall be eligible to accrue and use Paid Time Off (PTO) benefits. PTO benefits can be used for Sick Time, Vacation Leave and Personal Leave. Employees accrue PTO during their probationary period, but shall not use PTO until after the completion of their probationary period. PTO shall accrue according to the following chart or formula:

Employees shall accrue one (1) hour paid time off for every thirty (30) hours worked.

On June 1, 2017, employees shall accrue one (1) hour of paid time off for every twenty-five hours worked.

PTO may accumulate for a maximum of 168 hours.

The Employer shall arrange for leave balances to be printed on the pay---stubs of each employee.

### **19.1.2 CONCERNED CITIZENS**

Employees shall be eligible for Paid Time Off (PTO) benefits. PTO benefits can be used for Sick Time, Vacation Leave and Personal Leave. Employees accrue PTO during their probationary period, but shall not use PTO until after the completion of their probationary period. PTO accrues from Date of Hire for the following twelve (12) month period. PTO shall accrue according to the following chart or formula:

Employees shall accrue one (1) hour of paid time off for every twenty-seven (27) hours worked, effective upon ratification of this agreement.

On June 1<sup>st</sup>, 2017, employees shall accrue one (1) hour of paid time off for every twenty-five (25) hours worked.

PTO may accumulate for a maximum of 168 hours.

The Employer shall arrange for leave balances to be printed on the pay---stubs of each employee.

## **SECTION 2: USE OF PAID TIME OFF AND SCHEDULING**

### **19.2.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

Employees shall be eligible to take paid leave in one---hour increments after their initial probationary period.

For Paid Time Off (PTO), employees must submit leave requests at least two (2) weeks prior to the date the requested paid leave commences. In the event that too many employees request paid leave for the same time period and the Employer cannot ensure safe client coverage, leave approval shall be granted by seniority within the office to which the employee is assigned.

PTO may be used for absence due to the illness in the immediate family, once notification to the Employer is given.

At the request of an employee and at discretion of the Employer, the Employer will pay the employee for paid leave in advance of the leave. Such requests shall be made in writing of the payroll cutoff date the requested leave commences.

## **SECTION 3: PTO CASH-OUT**

### **19.3.1 Amicable, Chesterfield, and Concerned Citizens**

Non-probationary employees who terminate t shall be paid for all unused, accrued paid time off. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

#### **Utilization Of Sick Leave**

Employees who have accrued paid leave time shall be eligible for paid leave for any period of absence from employment which includes but is not limited to the employee's



illness; injury; temporary disability; medical or dental care; or to attend to members of the employee's or the employee's spouse's immediate family or domestic partner or domestic partner's immediate family, where the employee's presence is required because of illness or as otherwise required by the state or federal Family Medical Leave Act or other State law.

The Employer may, in its sole discretion, require reasonable proof of illness or disability and/or certification of the necessity of the employee's absence.

#### **SECTION 4: NOTICE AND PROOF OF ILLNESS**

Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. Employees will be expected to notify their supervisor of illness at least two (2) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement.

The Employer reserves the right to require reasonable proof of illness if the absence from work last beyond three (3) consecutive scheduled work days. The Employer also may require a doctor's release to return to work in the event that the absence from work exceeds three (3) consecutive scheduled work days.

The Employer will provide twenty-four (24) hour call or paging service for employees seeking to reach supervisors.

#### **SECTION 5: COMBINATION WITH OTHER BENEFITS**

Payment of accrued paid (sick) leave shall supplement any disability or worker's compensation benefits. The combination for leave payments and disability or worker's compensation benefits shall not exceed the amount the employee would have earned had the employee worked her/his normal schedule.

## **ARTICLE 20: WAGES AND PREMIUMS**

#### **SECTION 1: WAGE SCALE AND WAGE PROGRESSION**

Employees covered by this Agreement shall be compensated according to the wage scale schedule set forth in Appendix A. Employees shall advance along the wage scale based

on hours of service to the Employer. An employee's total cumulative hours shall be itemized and labeled on the employee's pay stub at least monthly.

## **SECTION 2: PLACEMENT ON THE SCALE**

### **20.2.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

Newly hired and returning employees shall be placed on the wage scale at the step appropriate to their verifiable experience as home caregivers. Credit shall also be given for verifiable experience worked as a certified nursing assistant in a long term care or hospital setting.

#### **Returning Employees**

Employees previously employed by the Employer who return to employment with the Employer with less than two (2) years break in employment shall be placed on the wage scale at the step which reflects their previous hours of experience with the Employer.

#### **Wage Progression**

Employees shall be paid according to the attached wage scale and advance to the next higher step on the above wage scale as they reach the seniority hours on that step.

## **SECTION 3: CNA OR CERTIFICATION DIFFERENTIAL**

Home Care Aides who hold and submit a current, valid Certified Nurse's Assistant license, Home Care Aide Certification, (or an equivalent or greater medical license), shall receive a twenty five cent (\$0.25) cent per hour differential for each paid hour.

## **SECTION 4: CLIENT/SERVICE INACCESSIBLE PAY**

### **20.4.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

If an employee is unable to provide service to a client due to the client's failure to answer the door, or if the client is not home, the employee shall notify the Employer by telephone promptly. If the Employer is unable to provide a substitute assignment, the employee shall be paid at the straight time hourly wage rate for two (2) hours show---up/no access pay. The HCA shall be paid for all travel time and travel mileage (excluding errand mileage not served) for which the HCA would have been paid had the assignment been performed as scheduled.

The HCA shall receive credit toward wage progression (seniority on the wage scale), Paid Time Off or leave accrual, and benefit eligibility for the entire scheduled assignment.

## **SECTION 5: OVERTIME**

Employees required to work in excess of forty (40) hours in a week shall be paid overtime for such additional hours at the rate of one and one-half (1 ½) times their regular hourly rate of pay. Paid leave time or union leave time or any other time that is not actual hours worked shall not be considered time worked for the purposes of this section.

## **SECTION 6: WEEKEND DIFFERENTIAL**

### **20.6.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

Employees who are assigned to work hours on Saturday or Sunday shall receive fifty cents per hour (\$0.50/hr) differential on top of their regular hourly wage.

## **SECTION 7: CARE DIFFERENTIALS**

### **20.7.1 AMICABLE, CHESTERFIELD AND CONCERNED CITIZENS**

#### **Total Transfer and/or Total Toileting Differential**

All hours worked for clients who have Total Transfer authorized as a task on the Plan of Care and/or all hours worked for clients who have Total Toileting authorized as a task on the Plan of Care shall be paid an additional twenty-five (\$0.25) cents per hour. To be eligible for this differential the HCA must be authorized and must perform the task.

#### **NURSE DELEGATION**

A nurse delegated caregiver shall receive a differential of twenty five cents per hour (\$0.25 p/h) for all hours worked for a client for whom the caregiver has been delegated a nursing task.

#### **CLIENT SPECIAL SKILLS BEHAVIORAL NEEDS DIFFERENTIAL**

All hours worked for clients who have Behavioral needs that necessitate special skills to keep the client and/or others safe and are authorized as a task on the Plan of Care shall be paid an additional twenty-five (\$0.25) cents per hour. Staff utilizing this differential shall be trained in proper care techniques to address behaviors appropriately as determined by the Employer.

## **SECTION 8: L & I WORKER CONTRIBUTIONS**

The Employer will assume all costs associated with L & I insurance payments.

## **SECTION 9: MENTOR, PRECEPTOR, OR TRAINER PAY**

### **20.9.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

The Employer shall participate in any Mentor, Preceptor, and Trainer program during the course of this Agreement. A Homecare Worker who is assigned by the Training Partnership as a Mentor, Preceptor, or Trainer of other Homecare Workers or prospective Homecare Workers shall be paid an additional one dollar (\$1.00) per hour differential in addition to his or her regular hourly wage rate, and in addition to any other differentials or adjustments, for each hour that he or she works as a mentor, preceptor, or trainer. The Employer shall not be responsible for employing, paying, tracking or verifying hours of mentor work.

## **SECTION 10: ADVANCED TRAINING DIFFERENTIAL**

### **20.10.1 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

Employees who complete Advanced Training to meet apprenticeship standards beyond the training required to receive a valid "Home Care Aide" certification (as set forth in Training Partnership curriculum) shall receive a differential of twenty five (25) cents. Workers participating in Advanced Training will be paid their regular hourly rate of pay for all hours of training. It is the intent of the Employer to work with the Union on maximizing the number of workers that can be paid an Advanced Training differential.

## **SECTION 11: DIFFERENTIAL STACKING**

### **20.11 AMICABLE, CHESTERFIELD, AND CONCERNED CITIZENS**

Employees shall be eligible for all the wage differentials provided in this Article for which they qualify and such differentials shall stack.

## **SECTION 12: ADMINISTRATIVE LEAVE RATE**

### **20.12A AMICABLE AND CHESTERFIELD**

Except as specifically provided in this Agreement, employees shall be paid for all work hours at his/her regular rate of pay. Employees placed on Administrative Leave shall be paid at their regular hourly rate. Each pay period an administrative time sheet shall be completed and submitted by the supervisor on behalf of the HCA. Upon request the HCA shall be entitled to receive a copy of this time sheet for his/her records. An employee's Administrative Leave time shall be itemized and labeled as such on each paycheck stub.

# ARTICLE 21: HOME CARE TRAINING AND CERTIFICATION

## SECTION 1: TRAINING PARTNERSHIP

Recognizing *our* mutual commitment to development of a workforce capable of meeting the increasingly acute needs of the people served by home care and our encouragement of the development of human potential, the Employer will contribute to a fund for training and skills upgrading, known as the Training Partnership, pursuant to RCW 74.39A.009 and 74.39A.360.

The Training Partnership will possess the capacity to provide training, peer mentoring, workforce development, and other services to individual providers. The Employer shall become and remain a participating employer in such a Partnership during the complete life of this Agreement, and any extension thereof.

The parties agree, as of September 1, 2013, there shall be established a “certification benefit” for the exclusive purpose of defraying the initial costs of certification and testing fees required by the Department of Health (DOH) or their testing agent for bargaining unit members to remain qualified to provide in---home care services. This benefit shall also be administered by the Training Partnership.

## SECTION 2: CONTRIBUTIONS

The hourly contribution to the Training Partnership (Partnership) for training and certification and testing fees shall be no less than the hourly training and certification contribution rate to the Partnership established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the “Training Partnership Rate”). If the Training Partnership Rate is reduced during the life of the Agreement, the parties shall re---open the Agreement solely for the purpose of renegotiating this section.

### **Medicaid-Funded Hours Worked**

Effective July 1, 2015, the Employer shall contribute the Training Partnership Rate or thirtyseven cents (\$0.37), whichever is higher, to the Partnership for each Medicaid-Funded Hour worked. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time-off, and training hours. Consumer participation and other non---billable hours shall also be excluded for

contribution purposes.

Effective July 1, 2016, the Employer shall contribute the Training Partnership Rate or thirty-eight cents (\$0.38), whichever is higher, to the Partnership for each Medicaid-Funded Hour worked.

The Employer agrees that all funds received by the Employer for purposes of training and certification will be provided to the Partnership.

### **Non-Medicaid-Funded Hours Worked**

Effective July 1, 2015, the Employer shall contribute the Training Rate or thirty-seven cents (\$0.37), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours. Non-billable hours shall also be excluded for contribution purposes.

Effective July 1, 2016, the Employer shall contribute the Training Rate or thirty-eight cents (\$0.38), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked in the Employer's in-home care program.

Contributions under this provision shall be paid periodically as required by the Trust.

## **SECTION 3: TRUST AGREEMENT**

The Employer and the Union hereby agree to be bound by the provisions of the Trust's Agreement and Declaration of Trust, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated.

## **ARTICLE 22: MEAL AND REST PERIODS**

For assignments where the employee is unable to leave for a thirty (30) minute meal period (i.e., live-in, shift or respite) the meal period shall be paid as time worked. For assignments where the employee is able to leave for a thirty (30) minute meal period (i.e., hourly), the meal period shall be unpaid. Except for emergencies, employees will be completely relieved from duty during the unpaid meal period.

Fifteen (15) minute paid rest periods will be provided approximately midway through each

four (4) hour segment of each shift. Employees will not be required to work longer than three (3) hours without a rest period, except in emergencies.

## **ARTICLE 23: SECURE RETIREMENT BENEFITS**

### **SECTION 1: PARTICIPATING IN A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST**

The Employer shall provide a defined contribution retirement benefit through the SEIU 775 Secure Retirement Trust ("Retirement Trust"), and shall become and remain a participating employer in the Retirement Trust during the complete life of this Agreement, and any extension thereof.

### **SECTION 2: CONTRIBUTIONS TO RETIREMENT TRUST**

The hourly contribution rate to the Retirement Trust shall be twenty-three cents (\$0.23) or the hourly contribution rate established by the State of Washington, whichever is higher, pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the "Retirement Rate"). If the Retirement Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this Section 23.2.

#### **A. Medicaid-Funded Hours Worked**

Effective July 1, 2015, the Employer shall contribute the Retirement Rate or twenty-three cents (\$0.23), whichever is higher, to the Retirement Trust for each Medicaid-Funded Hour worked. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours. Consumer participation hours shall also be excluded for contribution purposes.

The Employer agrees that all funds received by the Employer for retirement benefits will be provided to the Retirement Trust.

#### **B. Non-Medicaid-Funded Hours Worked**

Effective July 1, 2015, the Employer shall contribute the Retirement Rate or twenty-three cents (\$0.23), whichever is higher to the Trust for each Non-Medicaid-Funded hour worked. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Contributions required by this Section 23.2 shall be paid periodically as required by the Trust.

### **SECTION 3: Trust Agreement**

The Employer and the Union agree to be bound by the provisions of the Trust's Agreement for the SEIU 775 Secure Retirement Trust, and by all resolutions, policies and rules adopted by the Trustees pursuant to the powers delegated. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to the document.

## **ARTICLE 24: DISPATCHED WORKERS**

### **SECTION 1: GENERAL**

Any of the Employers may establish the position of Dispatched Home Care Aide ("DHCA"). Employers that use DHCAs shall establish and post open DHCA hours as needed and based upon client service demands. DHCAs are used to temporarily fill emergency, substitute and/or difficult to staff assignments and to mentor new employees. DHCAs shall not be granted client assignments on a regular or long-term basis.

### **SECTION 2: DISPATCHED HOURS**

DHCAs shall be paid on a regular, guaranteed hours basis to include mileage for travel from home to first client and travel from last client home. Full-time DHCAs shall be available for and paid for forty (40) hours per week, regardless of whether or not client hours are available during this time. Part-time DHCAs who are assigned less than a full time schedule shall be available for and paid for the number of weekly hours they work in a "dispatched" assignment and regardless of whether or not client hours are available during this time. All DHCAs shall be advised of their "on duty" schedule to include a daily start and end time.

### **SECTION 3: DISPATCH POSITION, OPENING AND ASSIGNMENT**

Each Labor Management Committee that includes an Employer that establishes the DHCA position shall develop a written DHCA Job Description, which shall be attached as a part of the Agreement. Openings for DHCA positions shall be filled based on the level of demonstrable skills as delineated in the Dispatched Worker Job Description and in



compliance with any recognized mentoring program or standard. In filling open DHCA positions among competing qualified candidates, seniority shall apply. A home care worker's ability to perform non---home care aide duties (including, but not limited to, office clerical work) shall not be considered when filling DHCA vacancies.

DHCA positions shall be opened and filled at the discretion of the applicable Employer. Each Employer may require DHCAs to wait by the phone at home, or to perform non home care worker duties in an Employer's office, during hours for which the DHCA is being paid. DHCAs shall make their best effort to perform non--- home care aide duties as instructed. Failure to perform non home care worker duties in a manner satisfactory to the applicable Employer shall not be considered just cause for discipline, except in cases of gross misconduct.

When becoming a DHCA, the employee and their Employer shall meet and develop a list of the employee's skills and abilities. DHCAs assigned shall agree to accept all client assignments offered consistent with the agreed---upon list of their skills and abilities. DHCAs who decline client assignments that are consistent with their agreed---upon skills and abilities may be subject to reassignment to regular (non---dispatched) home care aide status.

## **ARTICLE 25: LAYOFF & RECALL**

### **SECTION 1: LAYOFF**

A layoff is defined as a permanent reduction in the number of employees employed by an Employer. In the event of a need for a reduction in workforce, an Employer will meet with the Union as far in advance as possible to identify the reasons requiring the reduction and the number of employees affected.

If layoffs are required, the least senior employee(s) in a branch office shall be laid off first provided that it does not interfere with client preference and that those employees remaining on the job in that branch office are qualified to perform the work remaining. An employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required. The applicable Employer agrees to provide thirty (30) days' notice of layoff to affected employees.

### **SECTION 2: RECALL**

Employees shall be recalled in the reverse order of the layoff provided that those recalled are qualified to perform the work assigned. To be eligible for recall, a laid-off employee must keep their Employer informed of his/her current address and phone number. The applicable Employer shall notify laid-off workers of recall by certified letter. When offered re-employment from layoff, the employee must indicate acceptance and availability for work within seven (7) days of receipt of letter unless unusual circumstances prohibit return within that time period.

## **ARTICLE 26: MANAGEMENT RIGHTS**

It is mutually agreed that each Employer maintains all inherent managerial rights to manage the operations and direct the workforce in each Employer's sole and exclusive judgment and discretion. This includes but is not limited to, the right to hire, transfer, promote, demote, reclassify, assign, layoff, or relieve employees from duties because of lack of work or funds; set and administer work performance and disciplinary standards, and discharge employees, subject to the conditions as set forth in this Agreement or as required by federal or state regulation. Each Employer shall also have the right, in its sole discretion and judgment, to promulgate and enforce safety and health workplace rules. The foregoing statements of the inherent managerial rights of each Employer are not all inclusive and shall not be construed in any way to exclude other functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement.

## **ARTICLE 27: NO STRIKE OR LOCKOUT**

### **SECTION 1: NO LOCKOUT**

No lockout of Union represented employees shall be instituted by any Employer during the term of this Agreement.

### **SECTION 2: NO STRIKE**

During the term of this Agreement no strike (partial or full withdrawal of services) of any kind, shall be engaged in by members of the bargaining unit. In the event an Employer alleges that any member(s) of the bargaining unit are engaged in a strike, such Employer shall immediately notify the President or Secretary--- Treasurer of the Union.

The Union shall, upon notification, immediately notify such member(s) of the bargaining unit to cease and desist from all strike activities.

## **ARTICLE 28: MODIFICATION AND PAST PRACTICE**

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written agreement between the parties hereto.

Subject to the other provisions of the agreement, all conditions relating to wages, hours of work, and other terms, conditions and benefits of employment shall be maintained as in effect at the signing of this agreement.

Should the Employer seek to create an Employee Handbook (separate from this Agreement), the Employer shall allow the LMC an opportunity to assist in writing the Handbook. The Union shall have the right to demand to bargain over any mandatory subjects of bargaining included or proposed in such a Handbook.

## **ARTICLE 29: SAVINGS AND MODIFICATION**

### **SECTION 1: WAIVER**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

### **SECTION 2: ADHERENCE TO EXISTING STATUTES**

The Parties agree to abide by all applicable municipal ordinances, state and federal statutes and regulations, including but not limited to any and all statutes pertaining to discrimination in employment.

### **SECTION 3: SAVINGS**

In the event any article, section or portion of this Agreement, or the applications of such provision to any person or circumstance is declared invalid by a court of competent jurisdiction or is in contravention of any applicable local, state or federal law, the remaining provisions of this Agreement shall not be invalidated and shall remain in full force and effect.

## **SECTION 4: MODIFICATION**

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written agreement between the Parties hereto. Subject to the other provisions of the Agreement, all conditions relating to wages, hours of work, and other terms, conditions and benefits of employment shall be maintained as in effect at the signing of this Agreement.

## **ARTICLE 30: SUCCESSORSHIP & SUBCONTRACTING**

### **SECTION 1: SUCCESSORSHIP**

Each Employer agrees to notify the Union in the event any transaction is contemplated which may affect the interests of members of the Union. Each Employer agrees to notify any potential purchaser of its collective bargaining agreements with the Union and will make acceptance of such Agreements a condition of any sale, purchase, or any other form of transfer of its business, in whole or in part, to any other person or entity.

### **SECTION 2: SUBCONTRACTING**

The Employers will not subcontract any bargaining unit work. In the event that any Employer enters into any business relationship which may impact bargaining unit members, such Employer(s) will notify the Union promptly and enter into bargaining at the request of the Union.

## **ARTICLE 31: LOBBY DAY / HOMECARE ADVOCACY DAY**

### **31.1.1 AMICABLE, CHESTERFIELD AND CONCERNED CITIZENS**

The Employer agrees to grant up to seven (7) percent of bargaining unit employees, based on a first-come, first-served basis, two (2) paid leave days designated by the Union for the general purpose of public action and lobbying the legislature to increase payments to home care agencies and their employees or for other issues of importance to the home care

industry and the Union. The Union shall designate in writing to the Employer the employees who are requesting such leave. Leave requests shall take client needs into consideration, but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests.

Employees on paid leave for Home Care Lobby Day shall receive their regular rate of pay for their regularly scheduled hours on that day, granted that employees' attendance can be verified by a Union representative. Such time shall not be counted for the purpose of overtime computation.

## **ARTICLE 32: TERM OF AGREEMENT**

This Agreement shall be effective July 1, 2015, for the Union and Amicable Healthcare, Chesterfield Health Services, Concerned Citizens, and Korean Women's Association and shall remain in full force and effect, as amended by mutual written agreement of the Parties, through June 30, 2017.

In the event that during the term of this Agreement, the State substantially changes the anticipated and established vendor rate for contracted services provided by any Employer and/or there is any other change that lowers or increases the level of reimbursement established at the time of the signing of this Agreement, the Parties agree to reopen this Agreement immediately for negotiations on all economically impacted sections.

Negotiations for a successor Agreement for the Union and Amicable Healthcare, Chesterfield Health Services, Concerned Citizens, and Korean Women's Association shall be conducted as industry---wide negotiations with the Union to commence no earlier than October 1, 2016, and no later than two (2) weeks following Legislative approval or rejection of the pattern home care Agreement between the State of Washington and the Union. Should the Parties reach impasse and fail to reach agreement by June 30, 2017, the Parties may agree to submit outstanding issues to interest arbitration.

# APPENDIX A – CHESTERFIELD WAGES

## Non-Seattle Wages

STEP	JUL 1.2015	JAN 1.2016	JUL 1.2016	JAN 1.2017
0 - 2000	\$11.80	\$12.05	\$13.05	\$13.45
2001 - 4000	\$12.00	\$12.25	\$13.25	\$13.65
4001 - 6000	\$12.20	\$12.45	\$13.45	\$13.85
6001 - 8000	\$12.40	\$12.65	\$13.65	\$14.05
8001 - 10,000	\$12.60	\$12.85	\$13.85	\$14.25
10,001 - 12,000	\$12.80	\$13.05	\$14.05	\$14.45
12,001 - 14,000	\$13.00	\$13.25	\$14.25	\$14.65
14,001 - 16,000	\$14.80	\$15.05	\$15.05	\$15.30
16,000 +	\$15.05	\$15.20	\$15.20	\$15.45

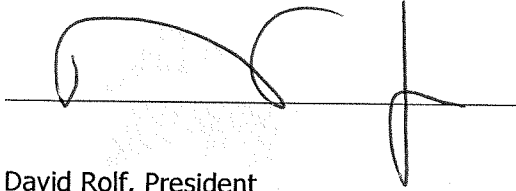
## Seattle – with Healthcare Benefit

STEP	JUL 1.2015	JAN 1.2016	JUL 1.2016	JAN 1.2017
0 - 2000	\$11.80	\$12.50	\$13.05	
2001 - 4000	\$12.00	\$12.50	\$13.25	
4001 - 6000	\$12.20	\$12.60	\$13.45	
6001 - 8000	\$12.40	\$12.70	\$13.65	
8001 - 10,000	\$12.60	\$12.85	\$13.85	
10,001 - 12,000	\$12.80	\$13.05	\$14.05	
12,001 - 14,000	\$13.00	\$13.25	\$14.25	
14,001 - 16,000	\$14.80	\$15.05	\$15.05	
16,000 +	\$15.05	\$15.20	\$15.20	

**Seattle – without Healthcare Benefit**

STEP	JUL 1.2015	JAN 1.2016	JUL 1.2016	JAN 1.2017
0 -2000	\$11.80	\$13.00	\$13.05	
2001 - 4000	\$12.00	\$13.05	\$13.25	
4001 - 6000	\$12.20	\$13.10	\$13.45	
6001 - 8000	\$12.40	\$13.20	\$13.65	
8001 - 10,000	\$12.60	\$13.40	\$13.85	
10,001 - 12,000	\$12.80	\$13.50	\$14.05	
12,001 - 14,000	\$13.00	\$13.60	\$14.25	
14,001 - 16,000	\$14.80	\$15.05	\$15.05	
16,000 +	\$15.05	\$15.20	\$15.20	

**For the Union:**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a vertical line and a small flourish at the bottom.

David Rolf, President

Date: 11/23/2015

**For the Employer:**

A handwritten signature in black ink, appearing as a series of overlapping, horizontal strokes with a small 'S' or 'J' shape at the end.

Date: 11/23/2015



# Weingarten Rights

**Rule 1:** The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

**Rule 2:** After the employee makes the request, the employer must choose from among three options. The employer must: grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; deny the request and end the interview immediately; or give the employee a choice of having the interview without representation or ending the interview.

**Rule 3:** If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

## WEINGARTEN Statement

(If called to a meeting with management, read the following or present this statement to management when the meeting begins.)

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.



**215 Columbia St.  
Seattle, WA 98104  
[www.seiu775.org](http://www.seiu775.org)**

**Call our Member Resource Center toll-free at 1.866.371.3200**