
Collective Bargaining Agreement

between

SEIU 775

and

Catholic Community Services

Effective Month July 1, 2017 – June 30, 2019

CONTENTS

PREAMBLE	5
ARTICLE 1: RECOGNITION	5
ARTICLE 2: UNION SECURITY	6
SECTION 2.1 MEMBERSHIP DUES	6
Section 2.2 Cause For Dismissal	6
Section 2.3 Dues Deduction Procedure	6
Section 2.4 Bargaining Unit Roster	7
Section 2.5 Political Accountability Fund (COPE).....	7
Section 2.6 Other Deductions	7
Section 2.5: Electronic Signature	8
Section 2.7: Data Security.....	8
ARTICLE 3: UNION RIGHTS	8
Section 3.1 Meeting Rooms	8
Section 3.2 Advocates	8
Section 3.3 Bulletin Boards.....	9
Section 3.4 Extended Union Leave	9
Section 3.5 New Employee Orientations.....	10
Section 3.6 Continuing Education Union Time.....	10
Section 3.7 Pay Envelopes	10
ARTICLE 4: NON-DISCRIMINATION	11
ARTICLE 5: SENIORITY	12
Section 5.1 General	12
Section 5.2 Layoffs	12
Section 5.3 Recall	12
ARTICLE 6: DISCIPLINARY ACTION AND JUST CAUSE	12
Section 6.1 Just Cause And Progressive Discipline.....	12
Section 6.2 Notification	13
Section 6.3 Right To Representation	13
Section 6.4 Administrative Leave.....	13
ARTICLE 7: GRIEVANCE PROCEDURE	14
Section 7.1 General Definitions	14
Section 7.2 Initiating A Grievance	14
Section 7.3 Time Limits, Meetings and Notification	14
Section 7.4 Informal Step - Step One (1): Immediate Supervisor	14
Section 7.5 Formal Grievance Procedure - Step Two (2): Service Director	14
Section 7.6 Step Three (3): Long-Term Care System Director.....	15
Section 7.7 Mediation (Optional).....	15
Section 7.8 Arbitration	15

ARTICLE 8: GENERAL PROVISIONS.....	16
Section 8.1 Job Descriptions	16
Section 8.2 Personnel Files	16
Section 8.3 Introductory Period Employee.....	16
Section 8.4 Open Positions	17
Section 8.5 Hiring	17
Section 8.6 Evaluations.....	17
Section 8.7 Employee Addresses And Phone Numbers	17
Section 8.8 New Positions	17
ARTICLE 9: LABOR/MANAGEMENT COMMITTEE	18
Section 9.1 Purpose.....	18
Section 9.2 Structure	18
Section 9.3 Relation To Grievance Procedure	18
Section 9.4 Relation To Collective Bargaining Agreement	18
Section 9.5 Relation To Policies	18
Section 9.6 Negotiations.....	19
ARTICLE 10: HEALTH AND SAFETY	19
Section 10.1 Right To Safe Working Conditions.....	19
Section 10.2 Imminent Danger To HCA	19
Section 10.3 Safety Equipment & Supplies.....	20
10.3.1 Safety Shoes.....	20
Section 10.4 Cleaning Equipment & Supplies	20
Section 10.5 Vaccinations	20
Section 10.6 Safety Committee.....	20
ARTICLE 11: HOURS OF WORK AND OVERTIME.....	21
Section 11.1 Hours Of Work	21
Section 11.2 Meals And Rest Periods	21
Section 11.3 Overtime	21
Section 11.4 Travel Pay And Mileage	21
Section 11.5 Administrative Leave Rate.....	22
Section 11.6 Report-For-Assignment Pay	22
Section 11.7 Over-Provided Hours.....	22
Section 11.8 Over-Assigned Workers	23
ARTICLE 12: WORK ASSIGNMENT	23
Section 12.1 Hourly Assignment	23
Section 12.2 Sleep Over Assignment Definition	23
Section 12.3 Live-In Assignment	23
Section 12.4 Dispatched HCA/Mentor Positions	24
12.4.1 Establishment of Dispatched Positions.....	24
12.4.2 Definitions and Hours	24
12.4.3 Qualifications.....	24
12.4.4 Guaranteed Hours	25
12.4.5 Requirements	25
Section 12.5 Work Availability.....	25

Section 12.6 Assignment Of Hours	25
12.6.1 Seniority.....	25
12.6.2 Right to Replacement Hours Cut Involuntarily	26
12.6.3 Temporary Assignment of Client Hours.....	26
12.6.4 Travel Time and Right to Decline Assignment	26
12.6.5 Notification of Available Hours.....	26
Section 12.7 HCA/Client Incompatibility	26
Section 12.8 Requirement To Accept Assignment - Non-Dispatched HCAs	26
ARTICLE 13: LEAVES	27
Section 13.1 Leaves Of Absence Without Pay	27
Section 13.2 Return From Leave Of Absence	27
Section 13.3 Return To Work Program	27
Section 13.4 Bereavement Leave	28
Section 13.5 Catastrophic Leave Bank	28
Section 13.6 Domestic Violence/Sexual Abuse/Stalking Leave	28
Section 13.7 Other Forms Of Leave	28
ARTICLE 14: HOLIDAYS	28
Section 14.1 Recognized Holidays	28
Section 14.2 Premium Pay Holidays	29
ARTICLE 15: HEALTH AND WELFARE TRUST FUND BENEFITS	29
Section 15.1 Comprehensive Benefit Package Through The Trust	29
Section 15.2 Contributions	29
Section 15.3 Eligibility Standards	30
Section 15.4 Employee Premium Deduction Authorization	30
Section 15.5 Purpose Of The Trust	31
Section 15.6 Trust Agreement	31
Section 15.7 Indemnify And Hold Harmless	31
ARTICLE 16: PAID TIME OFF (PTO)	31
Section 16.1 Accrual Of Paid Time Off	31
Section 16.2 Limit To Accrual Of Paid Time Off	31
Section 16.3 Scheduling And Use Of Paid Time Off	32
ARTICLE 17: WAGES	32
Section 17.1 Wage Scale	32
Section 17.2 CNA Or Professional Credit	32
Section 17.3 Wage Progression	32
Section 17.4 Weekend Differential Pay For Hourly Assignments	32
Section 17.5 Wage Differentials	33
Section 17.6 Pay Days	33
Section 17.7 Direct Deposit	33
Section 17.8 L&I Worker Contributions	34
ARTICLE 18: HOME CARE TRAINING AND CERTIFICATION	34
Section 18.1: Training Partnership	34
Section 18.2: Contributions	35

Section 18.3 Trust Agreement	35
ARTICLE 19: SECURE RETIREMENT BENEFITS	35
Section 19.1 Participating in a Defined Contribution Retirement Benefit Trust	35
Section 19.2 Contributions to Retirement Trust.....	36
Section 19.3 Trust Agreement	36
ARTICLE 20: MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	36
ARTICLE 21: UNINTERRUPTED CLIENT SERVICES.....	37
ARTICLE 22: SEVERABILITY	37
ARTICLE 23: SUBCONTRACTING	37
ARTICLE 24: PARTNERSHIP.....	38
Section 24.1 Legislative Partnership	38
Section 24.2 Recruitment Of Workers.....	38
Section 24.3 Public Information And Awareness Of The Employer Long-Term Care Services	38
Section 24.4 Home Care Agency Advocacy Day.....	38
Section 24.5 Home And Community Based Care Industry-Wide Communications	39
ARTICLE 25: TERM OF AGREEMENT.....	39
APPENDIX A – WAGES SCALES	41

PREAMBLE

The purpose of this Agreement is to achieve and maintain harmonious relations between Catholic Community Services of Western Washington and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment. The parties to this Agreement recognize their obligation to serve the public with the highest quality of client care, efficiently and economically.

Catholic Community Services of Western Washington and Service Employees International Union are committed to a collective bargaining relationship that acknowledging limitations imposed by state and program funding will strive to maximize compensation for home care assistants (HCAs) within this funding to provide a high quality work environment and enhance an ongoing relationship of trust and respect.

ARTICLE 1: RECOGNITION

Catholic Community Services of Western Washington recognizes SEIU 775, (hereinafter referred to as the "Union") as the exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all workers employed as a Home Care Assistant (HCA) , or work in any position related to delivery of such in-home services under the home care license of

Catholic Community Services for staff providing personal care service, 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, by Catholic Community Services currently doing business as Catholic Community Services of Western Washington (hereinafter referred to as “CCS” or the “Employer”) within the State of Washington.

ARTICLE 2: UNION SECURITY

SECTION 2.1 MEMBERSHIP DUES

All employees covered by this Agreement shall comply with the requirements of this section, as a condition of continued employment, on or before the thirtieth (30th) day following the signing of this Agreement, or no later than thirty (30) days following the first day of employment for employees hired after the effective date of this Agreement, either (1) commence payment of regular monthly dues uniformly required of members or (2) pay a fair share representation fee.

Employer agrees to distribute membership forms for the union with basic employment paperwork, which shall be forwarded to the Union within fifteen (15) days of employment.

SECTION 2.2 CAUSE FOR DISMISSAL

Failure by an employee to satisfy Section 2.1 above shall constitute cause for dismissal provided the Union makes a written request for discharge, verifying that the employee received written notification by certified mail of the delinquency and notification that nonpayment within fourteen (14) days will result in discharge by the Employer. The Employer shall provide written notice to the Union of such discharge within thirty (30) days.

SECTION 2.3 DUES DEDUCTION PROCEDURE

The Employer agrees to deduct from each bargaining unit employee’s pay all authorized dues, fees, and assessments as determined or required by the Union. The 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 the 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. The Union shall refund any amounts paid to it in error.

The Union will indemnify, defend, and hold CCS harmless against any claims made and any suit instituted against the Employer on account of the application of any provision of this article.

SECTION 2.4 BARGAINING UNIT ROSTER

The Employer shall provide the Union with a monthly list of all current employees covered by this Agreement. This list shall include the last name, first name, middle name, address, phone number, shift, cell phone number, email address, social security number, classification, work location, hire date, hours worked, wage step, primary preferred language, wage rate and gross monthly pay for each employee along with the dues amount collected for each employee. In addition, this list shall include termination and transfer or promotions dates (when applicable), employment or leave status and the employee's primary work location, employee ID#, gender, total hours accrued, membership status/dues percentage, date of birth, PTO balance, PTO hours paid, amount paid in COPE. All information provided by the Employer under this section shall be transmitted to the Union in a common, commercially available electronic format specified by the Union. Should the Union require additional and reasonable information, the Employer shall make a good faith effort to provide the requested information in a timely manner.

SECTION 2.5 POLITICAL ACCOUNTABILITY FUND (COPE)

The Employer agrees to deduct from the monthly pay of each employee who has authorized it an amount the employee voluntarily authorizes for political purposes. When filed with the 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. The amount(s) deducted shall be transmitted monthly to the Union, and the Union shall refund any amount(s) remitted to it in error.

SECTION 2.6 OTHER DEDUCTIONS

The Employer agrees to deduct from each bargaining unit employees pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of written authorization. The authorization shall remain in effect until or unless revoked in writing by the employee or the Union. The amount deducted and a roster of all employees using payroll deduction for voluntary deductions will be promptly transmitted to the Union by separate check payable to the Union and identified as Voluntary Deductions, at the same time as the monthly remittance of dues.

The Employer reserves the right to ensure that the authorization of payroll deductions complies with applicable Federal and State laws regarding deductions from wages. The Employer may

require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction.

SECTION 2.5: ELECTRONIC SIGNATURE

The parties acknowledge and agree that, consistent with the Electronic Signatures in Global and National Commerce Act (Pub. L. 106–229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96) the terms “authorize,” “authorized”, “authorization form” and “written authorization,” as used in this Agreement, include without limitation authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement. The Union understands the Employer will require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction.

SECTION 2.7: DATA SECURITY

The Employer and Union acknowledges the importance of keeping employee information confidential. The Union understands the Employer has a policy which requires the approval of the Vice President of Human Resources prior to any release of personnel files and associates records. The employer agrees to notify the union within ten (10) calendar days if a third party has requested release of any information about the entire bargaining unit, classification or branch. In no case, will the Employer release information prior to notifying the Union. Should the request include the names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement, the Employer agrees that it shall execute a non-disclosure agreement with any third-party before the third party receives this information.

ARTICLE 3: UNION RIGHTS

SECTION 3.1 MEETING ROOMS

The Union may use designated meeting rooms of the Employer for meetings of the unit, provided sufficient advance request for meeting facilities is made to the designated coordinator in the Human Resources Department and space is available.

SECTION 3.2 ADVOCATES

For the purpose of representation and mutual administration of the contract, the Union shall designate advocates from among its members employed by the Employer. The advocate position is the worker representative position responsible for handling grievances and disciplinary issues with the Employer, and for participation on Labor/Management Committee(s) or for other designated activities as mutually agreed upon by the Parties. The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in leadership activities. These activities are defined as participation on the Labor-Management Committee and other regularly scheduled committees and work groups as mutually agreed upon that benefit both the Union and the Employer, and actual time spent as part of the Grievance Procedure. This compensation will be available for a maximum of 1,050 hours during each contract year.

Up to 200 hours may be used for training CCS HCAs who will be on the Labor/Management Committee or and Advocate, provided that a portion of the training shall be done jointly with CCS staff.

SECTION 3.3 BULLETIN BOARDS

The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by the Employer. The Union will provide a copy of all posted materials to the Human Resources Department at the time of posting. All postings will be signed by a Union worksite leader or Union staff person.

SECTION 3.4 EXTENDED UNION LEAVE

An employee working for the Union as an officer or employee of the Union shall be given a leave of absence for the duration of their office or employment with the Union. The employee shall provide the Employer with a minimum of thirty (30) days' notice of his/her Union Leave, including a start and probable end date. Time spent on Union Leave shall count as hours worked for wage progression, and leave accrual, to a maximum of forty (40) hours per month per employee. 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. It is understood by the parties that while the employee is on union leave it is understood that the Union and the Employee have an Employer/Employee relationship.

During the course of the Union Leave, the HCA on leave shall be classified by the Employer as "inactive-on leave" and the Employer will not be responsible for any Employer obligations, including work-related illnesses or injuries incurred as a result of their employment/assignment with the Union. Should the inactive HCA suffer work-related injuries that fully or partially restrict his/her capacity to return to full duty as an HCA, the Employer is not obligated to return the HCA to active duty until such a time as the HCA is able to resume, with or without

reasonable accommodations, all job responsibilities. In such circumstances, the Union is considered the “responsible employer”.

HCA's returning to active status with the Employer after a Union Leave in excess of six months may be required to complete a full reorientation and any other licensing requirements that may be applicable, before reassignment to client service.

SECTION 3.5 NEW EMPLOYEE ORIENTATIONS

An integral part of each employee's tenure with the Employer is an understanding of this Agreement and the role of the Union in the employment setting. As such, Representatives designated by the Union shall be permitted to attend the Employer's new employee orientations, at the end of the orientation. The Union may make its presentation in person or by phone. The period of time is considered voluntary and is not compensable time. The Employer will endeavor to provide forty-eight (48) hours' notice to the Union of meeting times and locations.

Worksite leaders and/or union representatives shall be permitted to attend and to spend at least thirty (30) minutes immediately before or after required Basic Training of home care workers. CCS will schedule all employees for union time as part of the Basic Training given to caregivers. This will be compensated time. Should an employee choose not to attend, they will not be paid.

The Union shall have the right to include information in the Employer's new employee orientation materials. The Union will provide adequate copies of all documents it wants so included.

SECTION 3.6 CONTINUING EDUCATION UNION TIME

The employer will schedule employees with pay to attend fifteen (15) minute annual union time meeting connected to Continuing Education Classes, such time shall be paid. The course will be the CCS Health and Safety Course in which all CCS employees will be scheduled for annual 'union time'. The time shall be at the end of a chosen course. Should an employee choose not to attend, they will not be paid.

SECTION 3.7 PAY ENVELOPES

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, the Employer shall insert material provided by the Union in the pay envelopes of employees covered under this Agreement, provided that:

The Union shall submit to the Employer the information at least two weeks in advance of the pay date upon which the Union wishes the literature to be distributed. The Employer has in its sole discretion the right to decline placing the material in the pay envelope. If that is the case,

the Employer will notify the Union within 3 business days. If the Employer agrees to the insertion, the Union shall be notified in time for the Union to provide sufficient copies at least one week in advance of the pay date to each long-term care office where paychecks are distributed.

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 the Employer, the Union will also indicate clearly that the communication in question is not provided by nor does it necessarily represent the views of the Employer. In the event that the insertion of union material in pay envelopes increases the cost of mailing the pay envelopes, the Union shall reimburse the Employer for the additional cost. This section is intended to refer to paper materials or other small promotional items which can easily be inserted into envelopes. The materials will not require folding or be such that insertion requires additional time on the part of the Employer.

ARTICLE 4: NON-DISCRIMINATION

CCS and the Union are committed to an equal employment opportunity policy that prohibits discrimination on the basis of the following:

- Race
- Gender and/or gender identity
- Sexual orientation
- Disability (except as exempted by a bona fide occupational qualification)
- Color
- Age
- Religious affiliation
- Service in the Armed Forces of the United States
- National or tribal origin
- Genetic Information
- Citizenship status
- Marital status
- Political affiliation
- Creed
- Union activity

The Employer and the Union also commit to support equal employment opportunity and affirmative recruitment to ensure a diverse work force.

All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees, and members of the public alike, will be treated fairly and with dignity and respect.

ARTICLE 5: SENIORITY

SECTION 5.1 GENERAL

Employees completing the Introductory Period shall be credited with seniority retroactive to date of hire. Seniority shall be defined as the length of continuous service within the bargaining unit from date of hire.

SECTION 5.2 LAYOFFS

In the event of a need for a reduction in force, the 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) shall be laid off first provided that those employees remaining on the job are qualified to perform the work remaining, and provided further that the Employer is not required to reassign an employee to a work assignment requiring more than thirty (30) minutes travel time (by auto) between clients.

An employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required or if the additional assignment(s) results in more than thirty (30) minutes travel time (by auto) from the employee's home to the first client of the day or from the last client of the day back to the employee's home.

The Employer agrees to provide two (2) weeks' notice of layoff to affected employees and shall endeavor to provide as much notice as possible.

SECTION 5.3 RECALL

Employees who are laid off shall be eligible for recall for two (2) years from date of layoff. Employees shall be recalled in the order of seniority (the most senior being recalled first) provided that those recalled are qualified to perform the work assigned. Employees may be recalled to work at any client within a thirty (30) minutes travel time (by auto) between the employee's residence.

To be eligible for recall a laid-off employee must keep The Employer informed of his/her current address and phone number. The Employer shall notify laid-off workers of recall by phone contact and by certified letter. When offered re-employment from layoff, the employee must indicate acceptance and availability for work within five (5) days of receipt of letter unless unusual circumstances prohibit return within that time period.

Employees failing to respond and return within the above time frame, or as mutually agreed in writing, shall be considered as tendering their resignation from employment.

ARTICLE 6: DISCIPLINARY ACTION AND JUST CAUSE

SECTION 6.1 JUST CAUSE AND PROGRESSIVE DISCIPLINE

Employees who have completed the Introductory Period may only be disciplined for just cause. The Employer and the Union agree with the principles of progressive discipline which may include oral reprimands, written reprimands, suspension and discharge, or alternative forms of discipline. All discipline of non-introductory employees may be appealed under the Grievance Procedure in Article 7.

The Corrective Action forms shall make clear that only information included on the form or attached to the form at the time of the Corrective Action will be relied upon by the Employer for disciplinary action.

Employees who are discharged will be sent a final paycheck by mail within five (5) days of the date of the termination of their employment. This final paycheck will include payment for all hours worked and not paid, as well as payment for any accrued personal leave.

SECTION 6.2 NOTIFICATION

The Employer will send copies of all corrective actions that employees' receive to the Union within forty-eight (48) hours of issuance to the employee.

SECTION 6.3 RIGHT TO REPRESENTATION

The Employer shall inform employees who are subject to discipline that the employee has the right to request union representation, and if the employee requests representation any meeting for the purposes of disciplinary action or for investigation of an issue which could lead to discipline shall be scheduled when a union steward or representative can be present. The Union will provide a representative so that the process is not delayed. Representation via telephone shall be facilitated if requested by the Union. The Employer shall mail copies of all disciplinary notices to the Union the same day they are given to the employee. Upon notice by the Union that the Member Resource Center is fully operational, transmitting disciplinary notices to the Member Resource Center may be the agreed-upon form of notice. Such disciplinary notices shall be signed by the employee, and shall include the following: "Your signature on this disciplinary action indicates only that you have received a copy of the disciplinary action and does not indicate your agreement or disagreement with the information provided by the Employer. You may have the right to appeal this action through the Grievance Procedure. You may contact SEIU 775 at 1-866-371-3200 for more information."

SECTION 6.4 ADMINISTRATIVE LEAVE

An HCA placed on Administrative Leave and paid at the administrative pay rate for hours not worked during the course of the investigation of charges, and who is subsequently exonerated, shall be compensated at his/her regular rate of pay. If it is determined that the employee is to be disciplined, up to and including termination, the employee shall be compensated at the administrative rate for any hours not worked. In any case, the employee may use accrued, earned leave as a substitute for leave without pay.

ARTICLE 7: GRIEVANCE PROCEDURE

SECTION 7.1 GENERAL DEFINITIONS

The Employer and the Union are committed to addressing and resolving workplace issues in a fair and responsible manner at the lowest possible level. A grievance is hereby defined as a claim against, or dispute with, the Employer by an employee or the Union involving an alleged violation by the Employer of the terms of this Agreement and/or the employee handbook or past practices and policies of the Employer which initiate on the execution date of this Agreement.

SECTION 7.2 INITIATING A GRIEVANCE

Most grievances should be presented first at the lowest level, with the immediate supervisor. Special circumstances may require resolution at a higher level than the immediate supervisor; in such cases, the Employer may accept the initial filing of the grievance at Step Two (2) or Three (3).

Complaints of discrimination shall be filed initially at Step 2.

Appeals of terminations shall be filed initially at Step 3 within fifteen (15) days.

SECTION 7.3 TIME LIMITS, MEETINGS AND NOTIFICATION

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 employee or Union 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 may waive meetings or conduct meetings by phone by mutual agreement.

Electronic mail (email) shall be valid notification under this Article.

SECTION 7.4 INFORMAL STEP - STEP ONE (1): IMMEDIATE SUPERVISOR

An issue in dispute will be addressed in an in-person meeting or specified phone consultation between the immediate supervisor and the employee involved, within twenty (20) calendar days of the incident giving rise to the dispute. The employee may request representation by an advocate or union representative. Advocates and supervisors are encouraged to gather information to assist in establishing facts about the dispute. The dispute does not need to be presented in writing, and the resolution of the issue may also be verbal. Disputes resolved at this level shall be final and binding unless inconsistent with this Agreement, but shall not form precedent for any future or other disputes arising under this Agreement.

If the issue is not resolved within ten (10) calendar days from the date of the Step 1 meeting, or should the supervisor fail to respond, the employee may advance the issue to Step Two of the grievance procedure.

SECTION 7.5 FORMAL GRIEVANCE PROCEDURE - STEP TWO (2): SERVICE DIRECTOR

The issue in dispute shall be written as a formal grievance, using the Union's grievance form or clearly setting forth the facts in dispute. The grievance shall be submitted by the employee grievant (s), the advocate or the union representative to the Service Director for resolution at Step 2.

The Service Director shall have ten (10) calendar days from receipt of the grievance to meet with the grievant and his/her advocate or union representative to hear the grievance, and to attempt a resolution of the dispute. If the grievance is not resolved within the ten (10) calendar days of the Step 2 meeting or if the Service Director fails to respond, the Union has the right to advance the grievance to Step Three (3).

SECTION 7.6 STEP THREE (3): LONG-TERM CARE SYSTEM DIRECTOR

The Long-Term Care System Director shall have ten (10) calendar days from receipt of the grievance to recommend a resolution of the grievance. The Union may request a meeting to present and discuss the grievance with the Long-Term Care System Director in which case a meeting shall be held with the LTC System Director or designee. If the resolution proposed by the Long-Term Care System Director is unacceptable, or should the Long-Term Care System Director fail to respond at Step 3 within ten (10) calendar days, the Union shall have the right to advance the grievance to arbitration. .

SECTION 7.7 MEDIATION (OPTIONAL)

Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step 3. A mediator shall be selected by mutual agreement of the Employer and the Union within five (5) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service or by mutual agreement. The mediator shall hear the presentation of the grievance within ten (10) calendar days of the date of selection, or as mutually agreed to by the parties. The mediator shall issue a recommended solution within ten (10) calendar days of the presentation of the grievance. Should the mediated resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration.

SECTION 7.8 ARBITRATION

If the grievance is unresolved through Steps 1-3 and/or mediation, the Union may proceed to arbitration within fifteen (15) calendar days of the date the Employer response is received or due in Step 3, or within fifteen (15) calendar days from the date a mediated resolution is rejected. The parties shall utilize the expedited arbitration model under FMCS Guidelines. An arbitrator shall be selected by mutual agreement of the Employer and the Union. In the event mutual agreement is not reached on selection, an arbitrator shall be selected from a list of seven (7) arbitrators provided by the Federal mediation and Conciliation Service (FMCS). The arbitrator shall be selected by alternate strikes of the list; the party to strike first shall be determined by a coin toss.

Within fifteen (15) calendar days of the date of arbitrator selection, the arbitrator shall identify date(s) for the arbitration and shall convene the arbitration within thirty (30) calendar days from the date of selection. The arbitrator shall issue a final and binding decision within thirty (30) calendar days from the date of conclusion of the arbitration proceedings.

The arbitrator's power shall be limited to interpreting the Collective Bargaining Agreement, the Employer's Handbook or policies, as applied to the grievance dispute before the arbitrator. The arbitrator's decision shall be final and binding upon the parties.

The Employer and the Union shall each bear the cost of its own arbitration presentation, including the costs of witnesses, and shall bear equally the fees and cost of the arbitrator.

ARTICLE 8: GENERAL PROVISIONS

SECTION 8.1 JOB DESCRIPTIONS

The 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. The Labor/Management Committee shall meet to review and adopt proposed changes when necessary.

SECTION 8.2 PERSONNEL FILES

The employee or his/her representative (if the employee so authorizes in writing) may examine the employee's permanent personnel files, maintained in Human Resources. Only appropriate information shall be maintained in an employee's personnel file.

The employee and/or his/her representative (if the employee so authorizes in writing) may examine the employee's permanent personnel files, maintained in the office of the Employer, at a mutually agreeable time and date; files must be available within two (2) business days of a receipt of written request. Employees' who have a dispute with information in their personnel file may submit written comments replying to any material in their file, such comments shall also be maintained in their personnel file.

Disputes regarding documents placed in the employee's permanent personnel file are subject to the Grievance Procedure as stated in Article 7.

SECTION 8.3 INTRODUCTORY PERIOD EMPLOYEE

The first seven (7) months of employment shall be an Introductory Period for all new employees. During this period, the supervisor may choose to meet with the employee to discuss performance problems if it appears that this may help the employee successfully complete the Introductory Period. During this Introductory Period an employee may be terminated without cause and without recourse to the Grievance Procedure.

SECTION 8.4 OPEN POSITIONS

In order to ensure that all interested employees are advised of CCS employment opportunities, notice of job vacancies for regular full or part time positions will be sent to the Union by email, and job announcements will be posted on designated bulletin boards at each central worksite. In addition, information about all job vacancies will be made available to employees via a toll-free telephone number, the CCS website (www.CCS.org), 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 8.5 HIRING

All applicants will be required to complete the Washington State Patrol Background Check, Department of Social and Health Services (DSHS) Background Authorization, Employment Eligibility Form or other state-mandated forms and other routine application forms.

SECTION 8.6 EVALUATIONS

Employees will be formally evaluated by their immediate supervisor. All employees will be evaluated on a regular basis. The employee shall sign the Employer's copy of the evaluation and shall be provided a copy of the evaluation. The employee's signature represents acknowledgment of the document and does not necessarily indicate agreement with the content of the evaluation. If the employee desires to submit a written statement responding to the evaluation such statement shall be placed in his/her permanent personnel file.

SECTION 8.7 EMPLOYEE ADDRESSES AND PHONE NUMBERS

The Employer shall establish policies requiring all employees to notify the Employer of any changes in their address, email address or phone number(s). The Employer shall place written verification of address and phone number changes in the employee's permanent personnel file, and the employee shall be provided with a copy. Failure to notify the Employer of address and phone number changes shall be considered just cause for discipline, and shall relieve management of notice requirements set forth in other sections of this Agreement.

SECTION 8.8 NEW POSITIONS

If during the life of this Agreement, the Employer elects to create a new position in the unit defined by Article 1 (Recognition), the Employer shall give the Union advance written notice of the new position and wage rate. The Union shall have seven (7) calendar days from receipt of such notice to request negotiations on the new position and the proposed wage rate. If requested by the Union, the parties shall meet promptly to negotiate the wage for the new position.

ARTICLE 9: LABOR/MANAGEMENT COMMITTEE

SECTION 9.1 PURPOSE

The Union and the Employer acknowledge that many of the decisions which impact the work covered by this Agreement are made by those who are not parties to this Agreement. Accordingly, the Union and the Employer shall establish a Labor/Management Committee to discuss matters of mutual interest.

SECTION 9.2 STRUCTURE

The Committee shall meet on a flexible and as needed basis at least once per quarter, at mutually convenient times and places. Each party shall assign a co-chair, and it shall be up to each parties co-chair to mutually agree upon the time, location, and number of attendees for each meeting. Ideally the Committee shall consist of an equal number of representatives of both parties, but at least five (5) representatives of the Union, and five (5) representatives of the Employer. Both the Union and the Employer shall have the sole authority to determine who represents them on this Committee. Every effort will be made to ensure representation on this Committee from each geographic area of the Employer. Union representatives on this Committee who are employees of the Employer shall receive all compensation they would normally receive for any work covered by this Agreement. Travel expenses, mileage, or other incidental costs for the union members on the Committee shall be borne by the Union.

SECTION 9.3 RELATION TO GRIEVANCE PROCEDURE

The Labor/Management Committee shall not be used to supplant the Grievance Procedure. The Union retains its right to bring issues to the Grievance Procedure either in lieu of or in addition to discussing them in the Labor/Management Committee.

SECTION 9.4 RELATION TO COLLECTIVE BARGAINING AGREEMENT

In the event a decision is reached by the Labor/Management Committee to recommend adjustment of any provision contained in this Agreement, said recommendation shall not become effective until approved by both the Union and the Employer. Any changes to this Agreement which are approved by both the Union and the Employer shall be reduced to writing and attached as a side letter to this Agreement.

SECTION 9.5 RELATION TO POLICIES

Union shall have right to demand to bargain over all mandatory subjects in handbook. All new employees will be provided a copy of the company handbook . The Union shall be provided the most up to date finalized policy manual upon the beginning of this agreement and when changes are made.

The Employer generally shall notify the union 30 days before a change in policy that is subject to mandatory bargaining. The Union understands the Employer's handbook is subject to state

WAC/RCW and state policy change that may necessitate less than a 30 day notice. In cases where the Employer is not provided adequate time by the state or contractor, the Employer shall notify the Union as soon as practical.

Per Article 22: Severability, the Union understands the Employer operates under a state license and contract and should a change in law necessitate, the Employer may have to implement a policy change unilaterally to comply with the law. Should this occur, the employer will notify the union immediately to resolve the matter. The Union will have the right to bargain over all mandatory subjects in policy within 10 days of receipt of notice of policy change from the Employer.

SECTION 9.6 NEGOTIATIONS

The Labor/Management Committee shall not meet while any section of this Agreement is open for negotiations.

ARTICLE 10: HEALTH AND SAFETY

SECTION 10.1 RIGHT TO SAFE WORKING CONDITIONS

The Employer 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 the 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.

SECTION 10.2 IMMEDIATE DANGER TO HCA

Any HCA 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.

The HCA shall report the incident to his/her supervisor as soon as possible after leaving the assigned work location. The HCA shall be paid for his/her entire scheduled assignment, including all travel time and travel miles (except errands not performed) he/she would have been paid had the assignment been completed as scheduled.

CCS shall investigate the incident and shall report the incident to the client's family or guardian for private-paid clients, to DSHS for public-paid clients, and to any other appropriate agency. CCS shall provide copies of any documentation related to the incident to the Union upon

request. The Employer does, however, reserve the right to protect client confidentiality in the release of this information.

If CCS continues to serve the client, any future HCA assigned to that client shall be provided with copies of any documentation related to the incident before he/she is required to begin the assignment. CCS reserves the right to protect client confidentiality in the release of this documentation. If no incident of imminent danger concerning that client is reported in a two year period, CCS shall no longer be required to notify future HCAs of past incidents with that client.

Nothing in this section shall be interpreted to limit in any way an employee's right to refuse unsafe work under the National Labor Relations Act, the Occupational Safety and Health Act, or other applicable laws.

SECTION 10.3 SAFETY EQUIPMENT & SUPPLIES

CCS will continue to provide protective equipment as required by law, including gloves, masks, aprons, protective eyewear, and tongs. 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. The 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.

10.3.1 Safety Shoes

For over ten years Catholic Community Services has been providing a pair of new thick-soled tennis-shoes to HCA's who request as part of the CCS "Shoe Scholarship". A new pair of shoes is generally available every two years. CCS will continue this program.

SECTION 10.4 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 10.5 VACCINATIONS

As required by law, the Employer will continue to offer Hepatitis B shots free of charge to the HCA., The Employer and Union will work together to offer, at no cost to the employee or Employer, Hepatitis A shots, flu shots and other vaccinations as deemed appropriate.

SECTION 10.6 SAFETY COMMITTEE

The Labor-Management Committee will provide input to be used by the CCS Safety Committee and the Quality Assurance program. Safety will be a standing agenda item for the Labor Management Committee.

ARTICLE 11: HOURS OF WORK AND OVERTIME

SECTION 11.1 HOURS OF WORK

Hourly and Dispatched assignments and live-in shifts are based on an agreed-upon schedule as defined in Article 12, Work Assignments, and compensated according to the number of hours or shift assigned. The workweek is defined as Sunday 12:00 a.m. (midnight) through Saturday 11:59 p.m.

SECTION 11.2 MEALS AND REST PERIODS

For assignments where the employee is unable to leave for a thirty (30) minute meal period, the meal period shall be paid as time worked. For assignments where the employee is able to leave the client for a thirty (30) minute meal period (for example: hourly workers), the meal period shall be unpaid. Except for emergencies, employees will be completely relieved from duty during the unpaid meal period. The meal period should be taken between the second and fifth hour of work.

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.

SECTION 11.3 OVERTIME

Hourly employees required to work in excess of forty (40) hours per week will be paid overtime for such additional hours at one and one-half (1½) times the employee's regular hourly rate of pay. Four (4) holidays are recognized as overtime-eligible in Article 14.1. Paid time off and paid standby time will not be recognized as time worked for purposes of overtime calculation.

SECTION 11.4 TRAVEL PAY AND MILEAGE

While traveling between assigned work locations, employees shall be paid their regular hourly rate of pay. Employees driving their own vehicles between assigned work locations and for authorized client errands shall be paid mileage at the rate of fifty-seven and one-half (\$.57.5) cents per mile. This mileage reimbursement rate shall increase to the IRS mileage rate per mile. The mileage rate shall be increased or decreased based on the increase or decrease provided to Home Care Agencies as stated in DSHS Management Bulletins. It is understood that CCS may take necessary steps to control mileage costs. HCAs who use public transportation for travel between assigned work locations shall be paid his/her regular hourly rate of pay for the time required as if he/she were traveling by personal automobile. Prospective HCAs subject to this stipulation will be so advised during their interview for employment.

HCA's 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 bus pass (two zone/peak in Seattle).

SECTION 11.5 ADMINISTRATIVE LEAVE RATE

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 paid Administrative Leave shall be paid at the Administrative Leave pay rate of \$9.4719 per hour or the Washington State minimum wage rate, whichever is higher.

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.

SECTION 11.6 REPORT-FOR-ASSIGNMENT PAY

If an HCA arrives at a client home at the scheduled service time and the client is not home or is otherwise unavailable for service, the HCA shall be paid for one (1) hour, provided the HCA reports the incident to his/her supervisor. The unavailability of the client must be reported to the supervisor immediately. Should the supervisor determine that subsequent assignments should be confirmed by the HCA before traveling to the client residence, the HCA shall be required to telephone the client before attempting service.

Unless weather or other conditions pose a hazard to the health or safety of the HCA, the HCA shall be required to wait at the client residence for thirty (30) minutes and to follow CCS written client contact policies as provided to each HCA.

HCA's who are not given a new assignment of equal or greater length shall be paid for the entire original assignment, plus all travel time and travel mileage (except errand mileage not served) they would have been paid had the original assignment been completed as scheduled).

SECTION 11.7 OVER-PROVIDED HOURS

HCA's shall not work more hours than authorized, except in emergency situations. HCA's shall be paid for all client service hours worked. The Employer shall provide all HCA's with written instructions as to the exact amount of authorized hours for each newly-assigned client and again should the authorized hours change. Written instructions are provided only to regularly assigned HCA's. Assignments made to substitute HCA's are normally by telephone only.

CCS shall keep a written record of all hours assigned by telephone, including date and time of call. The Union shall have the right to examine this record for accuracy. The Employer reserves the right to protect client confidentiality in release of this documentation.

Should the HCA determine that client safety would be jeopardized if the HCA left the home as scheduled, the HCA shall remain in the home and immediately contact his/her supervisor for further instructions. If an HCA works unauthorized hours in a non-emergency situation as

determined by his/her supervisor or does not report these hours as required above, it shall be considered just cause for discipline.

SECTION 11.8 OVER-ASSIGNED WORKERS

If, through a scheduling error, more HCAs than necessary arrive at an assigned work location to provide the same hours of client care, the HCAs shall contact their respective supervisor(s) for further instructions. The Employer may reassign any HCA who is instructed not to complete the original assignment.

If the scheduling error is determined to be on the part of the Employer, HCAs who are instructed not to complete the original assignment and who are not given a new assignment of equal or greater length shall be paid for the entire original assignment, plus all travel time and travel mileage (except errand mileage not served) they would have been paid had the original assignment been completed as scheduled.

If the scheduling error is on the part of the HCA, the HCA shall receive no pay or other compensation for hours not worked.

ARTICLE 12: WORK ASSIGNMENT

SECTION 12.1 HOURLY ASSIGNMENT

Care provided to a client on an hourly basis in assignments of less than twenty-four (24) hours per day, normally to a maximum of forty (40) hours per week.

SECTION 12.2 SLEEP OVER ASSIGNMENT DEFINITION

Care provided to a client on a sleep over basis, from a minimum of nine (9) hours to a maximum of eleven (11) hours per assignment, including eight (8) hours of uninterrupted sleep. HCAs working sleep over assignment shall be paid the sleep over hourly wage rate for all sleep over hours worked, except as provided below. The HCA would in most cases be assigned to prepare the breakfast meal for the client.

The HCA is assigned primarily for the reassurance of the client. If the HCA's sleep period of eight (8) hours is interrupted by client needs more than three (3) times during his/her sleep period, the HCA shall report these interruptions and the cause to his/her immediate supervisor. Should these interruptions result in the HCA receiving less than five (5) consecutive hours of sleep, the HCA shall be paid his/her regular hourly rate for the entire assignment. For authorization of such payment, the HCA must report the interruptions no later than the close of the next business day.

The HCA shall be paid his/her regular hourly rate for any authorized hours worked beyond the sleep over maximum.

SECTION 12.3 LIVE-IN ASSIGNMENT

Care provided to a client on a live-in basis of twenty-four (24) hours per assignment. Live-In HCAs shall be paid their live-in daily rate as set forth in the Appendix A to this Agreement for

each twenty-four (24) hour shift worked. Except as provided below, Live- In HCAs shall receive eight (8) hours credit for all other purposes set forth in this Agreement for each live-in assignment worked.

The Live-In Home Care Assistant shall be expected to provide eight (8) hours of regular client care, eight (8) hours standby care and shall be provided eight (8) hours uninterrupted sleep during the twenty-four (24) hour assignment. If the Live-In Home Care Assistant is interrupted more than three (3) times during the sleep period, he/she shall be paid his/her regular hourly rate for the entire assignment. For authorization of such payment, the Live-In HCA must report the disturbances no later than the close of the next business day. If additional HCA(s) are assigned to the client home so that the Live-In HCA can receive eight (8) hours of uninterrupted sleep, the additional HCA(s) shall be paid his/her/their regular hourly rate for the duration of the assignment. Home Care Assistants working live-in assignments shall be allowed to accept meals from the client.

SECTION 12.4 DISPATCHED HCA/MENTOR POSITIONS

12.4.1 Establishment of Dispatched Positions

The Employer shall establish and post open Dispatched HCA positions as needed and based upon client service demands. Dispatched HCA positions shall be opened and filled at the discretion of each Service Director. Dispatched HCAs are used to temporarily fill emergency, substitute and/or difficult-to-staff assignments and to mentor new HCAs as assigned and approved by the Employer. Dispatched HCAs shall not be granted assignment to the same client(s) on a regular or long-term basis.

12.4.2 Definitions and Hours

The Labor/Management Committee shall develop a written job description for this position, which shall be attached as a part of the Agreement,. All Dispatched HCAs shall be advised of their "on duty" schedule to include a daily start and end time.

Full-time Dispatched HCAs 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 Dispatched HCAs 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.

12.4.3 Qualifications

Openings for Dispatched HCA positions shall be filled based on the level of demonstrable skills as delineated in the Dispatched Worker Job Description. Should CCS determine that the skills of HCAs who are applying for an opening are equal, seniority shall prevail in the selection of the applicant. An HCA's ability to perform non-HCA duties (including, but not limited to, office clerical work) shall not be considered when filling Dispatched HCA vacancies.

Beginning on July 1, 2009, and subject to available funding, Dispatched Workers/Mentors shall be paid one dollar (\$1) per hour above their regular HCA pay rate, when providing mentoring tasks as assigned and approved by the Employer and upon successful completion of specialized coursework in mentoring skills.

12.4.4 Guaranteed Hours

Dispatched HCAs shall be paid on a regular, guaranteed hours basis to include mileage for travel from the Dispatched HCA's home to their first assigned client and travel from the last assigned client to the Dispatched HCA's home. The guaranteed paid hours provisions of this section shall prevail in the event of a conflict with the provisions of Article 5 of this Agreement.

12.4.5 Requirements

The Employer can require Dispatched HCAs to wait by the phone at home, or to perform non-HCA duties in the CCS office during hours for which the Dispatched HCA is being paid.

Dispatched HCAs shall make their best effort to perform non-HCA duties as instructed. Failure to perform non-HCA duties in a manner satisfactory to CCS shall not be considered just cause for discipline, except in cases of gross misconduct.

Dispatched HCAs assigned shall agree to accept all client assignments offered consistent with their current Work Agreement Form. Dispatched HCAs who decline client assignments that are consistent with their current Work Agreement Form will be subject to reassignment to regular (non-Dispatched) HCA status.

SECTION 12.5 WORK AVAILABILITY

Employees wishing to increase or decrease the number of scheduled hours or days shall use the Work Agreement Form to advise the Employer of the number of hours requested and the hours and days the HCA is available. Changes to the Work Agreement Form shall take effect no later than two (2) weeks after submission, provided that assignment of additional hours shall take place as described in Section 12.6, below. Employees shall note in a box provided on the form if they are seeking hours to gain or maintain eligibility for health insurance.

SECTION 12.6 ASSIGNMENT OF HOURS

12.6.1 Seniority

CCS shall assign, by seniority, available hours to employees whose current Work Agreement Form indicates they wish to work additional hours, provided the employee has the skills required to provide necessary services to the assigned client, and provided further, the Employer is not required to assign a client to an employee that would result in more than fifteen (15) minutes additional travel time (by auto) between clients.

HCAs who self-identify with needing more hours to qualify or remain in benefits, will be afforded education by CCS as to how they may avail themselves of more hours.

12.6.2 Right to Replacement Hours Cut Involuntarily

HCA's whose client assignment is reduced involuntarily, through no fault of their own, shall be assigned replacement client hours before the Employer assigns additional hours to other HCA's who may be seeking to increase their client schedule.

12.6.3 Temporary Assignment of Client Hours

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

12.6.4 Travel Time and Right to Decline Assignment

The employee may decline the additional assignment if the new client results in more than thirty (30) minutes travel time (by auto) from the HCA's home to the first client of the day, or from the last client of the day back to the HCA's home.

12.6.5 Notification of Available Hours

The Employer will publish information, by office, regarding available hours via paycheck memos and other means which will assist the HCA in obtaining more hours. This information will be published at least monthly. It is the responsibility of the HCA to notify her/his immediate supervisor when the HCA's schedule changes. The HCA is expected to submit a monthly work schedule and to keep the Work Agreement Form updated and current.

SECTION 12.7 HCA/CLIENT INCOMPATIBILITY

HCA's, clients, or supervisors shall have the right to request that an HCA be reassigned due to perceived HCA/client incompatibility. HCA's and supervisors shall meet to discuss the perceived incompatibility and if the situation cannot be resolved to the satisfaction of both parties, the HCA shall be reassigned from that client. Reassignment will be based on available hours. By mutual agreement of the HCA and supervisor, HCA hours which could be reduced due to such reassignment shall be considered reduced through no fault of the HCA.

SECTION 12.8 REQUIREMENT TO ACCEPT ASSIGNMENT - NON-DISPATCHED HCAS

Regular work assignments that are consistent with the HCA's current Work Agreement Form and all other provisions contained under this Article shall be accepted and worked by the HCA. The Employer shall document when an HCA declines a regular assignment, noting the date and reason.

The Work Agreement Form includes specific agreements such as the willingness and ability to work with clients who are smokers (or in an environment where smokers are present), and with clients who have pets. An HCA may be subject to discipline if s/he refuses assignment to a client for reasons other than those listed on the Work Agreement Form, and for which the HCA is

otherwise qualified. An HCA refusing assignment will be reminded that such refusal may lead to disciplinary action, up to and including dismissal if the HCA repeatedly refuses assignment.

ARTICLE 13: LEAVES

SECTION 13.1 LEAVES OF ABSENCE WITHOUT PAY

Employees who have completed the Introductory Period 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 the Employer except that the Employer shall grant leaves of absence without pay for the following reasons and lengths of time.

Type of Leave	Time
Family leave, as provided by law	As provided by law
Medical leave	As certified by a physician or provided by law
Military leave – Active duty	As provided by law
Military caregiver leave	As provided by law
Military spouse leave	As provided by law

SECTION 13.2 RETURN FROM LEAVE OF ABSENCE

Employees wanting to return from a medical leave of absence, or who need to extend the leave of absence beyond the original return date, may be required to provide verification from their physician that they are able to return to work or require additional time off the job.

Additionally, the Employer may request that the employee be examined by a physician of the Employer's choice at the Employer's cost to determine the employee's right to either a continuing leave or work status.

Employees will be re-employed at the end of the leave, provided the employee is able to perform the work. The Employer will assign the employee to a position comparable to that held prior to the leave, however the Employer cannot guarantee the same clients served by the employee prior to the leave. Seniority established at the time of departure on leave of absence shall be restored when the employee returns to work. No seniority will accrue while on a leave of absence without pay. In the case of Union Leave, employees granted leave will continue to earn seniority.

SECTION 13.3 RETURN TO WORK PROGRAM

The Employer will provide alternative work opportunities to HCAs injured on the job when feasible. The primary components include working closely with the employee and his/her physician to determine if and when the HCA can return to modified duty. In addition, the attending physician will be requested to confirm what assignment and/or activity level restrictions must be adhered to. With cooperation from all parties involved, this program can

result in earlier return to work for HCAs, an opportunity to learn/develop new skills, etcetera. The parties will develop an approach to workplace safety through the Labor/Management Committee during the life of this Agreement.

SECTION 13.4 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 the 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 13.5 CATASTROPHIC LEAVE BANK

The Employer agrees to begin exploration to create and maintain an account or mechanism to permit donation of Paid Time Off hours from members of the bargaining unit to bargaining unit employees who are on family or medical leave and who have exhausted or are projected to exhaust their accrued leave before they are able to return to work.

SECTION 13.6 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 experience, 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 13.7 OTHER FORMS OF LEAVE

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

ARTICLE 14: HOLIDAYS

SECTION 14.1 RECOGNIZED HOLIDAYS

The following days shall be recognized as holidays and paid time-and-a-half pursuant to Section 14.2:

New Year's Day	4th of July (effective 7/4/2014)
Martin Luther King Jr. Day	Labor Day
President's 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.

SECTION 14.2 PREMIUM PAY HOLIDAYS

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

Employees who are assigned on an hourly basis to work on Recognized Holidays 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.

Employees who are assigned a Live-In to work on the following Holidays shall receive their regular rate of pay plus \$45 per live-in shift:

New Year's Day

Christmas Day

Thanksgiving

ARTICLE 15: HEALTH AND WELFARE TRUST FUND BENEFITS

SECTION 15.1 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 15.2 CONTRIBUTIONS

The hourly contribution rate shall be 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 15.2.

A. Medicaid-Funded Hours Worked

Effective July 1, 2017, the Employer shall contribute the Healthcare Rate or three dollars and forty-eight cents (\$3.48), 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 hours shall also be excluded for contribution purposes.

Effective July 1, 2018, the Employer shall contribute the Healthcare Rate or three dollars and fifty-five (\$3.55), 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, 2017, the Employer shall contribute the Healthcare Rate or three dollars and forty-eight cents (\$3.48), 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, 2018, the Employer shall contribute the Healthcare Rate or three dollars and fifty-five (\$3.55), whichever is higher, to the Trust for each Non-Medicaid-Funded Hour worked.

One Live-In paid shift shall count as eight (8) Non-Medicaid-Funded Hours for the purposes of contributions to the Trust.

Contributions required by Section 15.2 shall be paid periodically as required by the Trust.

SECTION 15.3 ELIGIBILITY STANDARDS

Employee eligibility standards for health care benefits shall be determined solely by the Trust and as permitted under existing law. . The Trust is responsible 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 Employer will provide information on the Trust's benefits to all employees during the onboarding process.

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 15.4 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 15.5 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 15.6 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. This Collective Bargaining Agreement controls in the event that there is a dispute as to the terms or provisions in this CBA and any Trust agreement or document. 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 15.7 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 16: PAID TIME OFF (PTO)

SECTION 16.1 ACCRUAL OF PAID TIME OFF

All employees shall accrue one (1) hour of Paid Time Off (PTO) for every twenty-five (25) hours worked. Effective June 1, 2019, all employees shall accrue one (1) hour of Paid Time Off (PTO) for every twenty-three (23) hours worked.

SECTION 16.2 LIMIT TO ACCRUAL OF PAID TIME OFF

Paid Time Off hours shall cap at one hundred and eighty-seven and a half (187.5) hours. Employees shall accrue, but not be eligible to use, Paid Time Off during their introductory period, except employees may use Paid Time Off after the first ninety (90) days of employment for sick leave per state law. Employees whose employment is severed prior to the end of their Introductory Period shall not be eligible to "cash out" unused Paid Time Off.

SECTION 16.3 SCHEDULING AND USE OF PAID TIME OFF

Employees may schedule accrued Paid Time Off in increments of one (1) hour or more, and employees may accumulate a maximum of one hundred and eighty-seven and a half (187.5) hours Paid Time Off. Employees wishing to use accrued Paid Time Off must arrange requests with their supervisor. Longer periods of Paid Time Off shall be granted on a first-come, first-served basis.

Supervisors shall respond to approve or deny leave requests within five (5) working days from the receipt of the leave request form from the employee.

Employees may utilize accrued and unused Paid Time Off for purposes of illness, or for any other reason when previously approved by his/her supervisor.

ARTICLE 17: WAGES

SECTION 17.1 WAGE SCALE

Employees covered by this Agreement shall be compensated according to the wage schedules set forth in Appendix A to this Agreement. Employees who are paid at a rate higher than the 2015-2017 scale steps shall receive an increase equal to the new rate plus the difference between the current pay rate and the new scale step.

SECTION 17.2 CNA OR PROFESSIONAL CREDIT

Home Care Assistants who hold and submit a valid Certified Nurses Assistant license, Home Care Aide Certification (HCA), (or an equivalent or greater license), shall receive a twenty five cent (\$0.25) cent per hour differential for each hour they are paid. CCS employees who have been re-hired shall be credited with all previous hours earned while working as a CCS HCA on the scale and shall be placed on the scale accordingly. Newly hired employees who have completed verifiable hours of previous paid, professional personal care work prior to their employment with the employer, shall receive credit on the wage scale up to the maximum amount that can be verified.

SECTION 17.3 WAGE PROGRESSION

Employees shall advance along the wage scale based upon hours of service with the Employer including any one-step credit in section 6.1. HCAs shall receive credit for all hours paid, and all unpaid hours credited for benefit purposes towards advancement along the wage scale. An employee's total accumulated hours shall be itemized and labeled as such on the employee's paycheck stub.

SECTION 17.4 WEEKEND DIFFERENTIAL PAY FOR HOURLY ASSIGNMENTS

An additional one dollar (\$1.00) per hour shall be added to the HCA's regular rate of pay for each hour assigned and worked on Saturday and/or Sunday.

SECTION 17.5 WAGE DIFFERENTIALS

Total Transfer Differential: All hours worked for clients who have Total Transfer authorized as a task on the Plan of Care shall be paid an additional fifty cents (\$0.50) per hour. To be eligible for this differential the HCA must be authorized and must perform the task (this differential applies to hourly work only, not live-in or sleep over shift services). **Total Toileting Differential:** All hours worked for clients who have Total Toileting authorized as a task on the Plan of Care shall be paid an additional fifty cents (\$0.50) per hour. To be eligible for this differential the HCA must be authorized and must perform the task (this differential applies to hourly work only, not live-in or sleep over shift services).

Special Skill Differential to Meet Client Behavioral Needs: All hours worked for clients who have behaviors which significantly impact the provision of personal care and/or which necessitate special skills or training as defined and authorized by the Employer shall be paid an additional fifty cents (\$0.50) per hour. This differential applies to hourly work only, not live-in or sleep over shift services.

Advanced Training Differential: 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 cents (\$.25) in addition to their hourly rate and differentials.

Mentor Differential: An employee who is assigned by the Employer as a mentor, preceptor or trainer of other employees or prospective employees shall be paid an additional one dollar (\$1.00) per hour differential in addition to his/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.

Nurse Delegation: An employee shall receive a differential of fifty cents (\$.50) per hour for all hours worked for a client for whom the HCA is being delegated a nursing task.

Differentials Stack: Employees shall be eligible for all wage differentials provided in this section for which they qualify and such differentials shall stack.

SECTION 17.6 PAY DAYS

Employees shall be paid at least twice per month, no later than ten (10) days following the end of the pay period.

Payroll shall be paid on the 10th and 25th of each month. If the pay dates fall on a weekend or holiday, the payday shall be the next business day following the 10th or 25th, except the Christmas paycheck shall be paid on December 24th.

Employees shall be furnished with itemized deductions, current hours worked, cumulative hours worked, wage step, accrued time off, current wages, current wage rate, cumulative wages, and any regularly itemized deductions.

SECTION 17.7 DIRECT DEPOSIT

Direct deposit for employees shall be voluntary unless and until Employer implements an electronic payroll system. Employer may implement such a system upon ninety (90) days written notice to the Union. All payments in an electronic payroll system will be made by direct deposit or by check for employees without bank accounts. Pay stubs will be maintained and distributed in paper format. Employer 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. Upon implementation of the electronic payroll system, any reference to “paycheck” in this Agreement for Employer shall mean the direct deposit (or debit card payroll payment) and/or the associated electronic payroll statement.

Should the Employer consider the use of debit cards for those workers without bank accounts, the Employer will provide a ninety (90) day notice to the Union and negotiate over the proposed change. The parties will also discuss and seek areas of cooperation in extending credit union access to HCAs statewide.

SECTION 17.8 L&I WORKER CONTRIBUTIONS

Catholic Community Services has never required HCAs to pay for the CCS worker’s compensation program. The Employer and the Union agree to continue this long standing practice. All employees covered by this Agreement shall not be required to contribute to the Employer’s Labor and Industries (L&I) insurance costs. The Employer will assume all costs associated with L&I insurance premium payments.

ARTICLE 18: HOME CARE TRAINING AND CERTIFICATION

SECTION 18.1: TRAINING PARTNERSHIP

The parties recognize that Catholic Community Services has played and continues to play an instrumental and long-standing role in developing and building the home care training program in the State of Washington. 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 home care aides. 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 18.2: CONTRIBUTIONS

The hourly contribution to the Training Partnership (Partnership) for training, and certification and testing fees shall be no less than the hourly training 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 "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, 2017, the Employer shall contribute the Training Partnership Rate or forty cents (\$0.40), 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 hours shall also be excluded for contribution purposes.

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, 2017, the Employer shall contribute the Training Rate or forty (\$0.40), 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.

One Live-In paid shift shall count as eight (8) Non-Medicaid-Funded Hours for the purposes of contributions to the Training Partnership.

Contributions under Section 18.2 shall be paid periodically as required by the Trust.

SECTION 18.3 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 19: SECURE RETIREMENT BENEFITS

SECTION 19.1 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 19.2 CONTRIBUTIONS TO RETIREMENT TRUST

The hourly contribution rate to the Retirement Trust shall be 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 “Retirement Rate”). If the Retirement Rate is reduced during the life of the Agreement, the parties shall reopen the Agreement solely for the purpose of renegotiating this Section 19.2.

Effective July 1, 2017, the Employer shall contribute the Retirement Rate or twenty-five cents (\$0.25), whichever is higher, to the Retirement Trust for each Hour worked. Effective July 1, 2018, the Employer shall contribute the Retirement Rate of fifty cents (\$0.50), whichever is higher, to the Retirement Trust for each hour worked. 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, excluding vacation hours, paid-time off hours, and training hours. The Employer agrees that all funds received by the Employer for retirement benefits will be provided to the Retirement Trust.

One Live-In paid shift shall count as eight (8) Non-Medicaid-Funded Hours for the purposes of contributions to the Retirement Trust. Contributions required by this Section 19.2 shall be paid periodically as required by the Trust.

SECTION 19.3 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 20: MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union and its members recognize that the Employer is a Roman Catholic organization committed to providing social services within the framework of Catholic principles, and social teachings as articulated in the Catholic Community Services of Western Washington Mission Statement and to contribute to the development of those teachings and principles through its approach to emerging social problems and issues.

The Employer, on its own behalf and on behalf of the Catholic Archbishop of Seattle, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington and of the United States.

The exercise of these powers, rights, authority, duties and responsibilities of the Employer, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Washington and of the United States.

It is further understood that the Employer shall have exclusive authority and responsibility to administer all matters that are not covered by this Agreement.

ARTICLE 21: UNINTERRUPTED CLIENT SERVICES

Both the Employer and the members of the Union recognize their mutual obligation and desire to serve the public with the highest quality client service. To ensure the consistency as well as quality of service, the Union and the Employer agree that during the term of this Agreement the Union shall not engage in, sanction, or in any way encourage employees covered by this Agreement to slowdown or strike, and Employer agrees it shall not institute any lockout of its employees during the life of this Agreement.

ARTICLE 22: SEVERABILITY

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance, be invalidated, ruled contrary to law, or enjoined by a Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby. In the event of such invalidation or injunction, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

ARTICLE 23: SUBCONTRACTING

The Employer shall not contract out work performed and consistent with work performed by members of the bargaining unit if the contracting of such work eliminates, reduces, or limits the normal workload of the bargaining unit.

In the case of a circumstance that is beyond the control of the Employer at the time action is required, that could not reasonably have been foreseen, and for which the Employer is not reasonably able to provide the necessary tools, employees, or equipment to perform the work in a timely manner, The Employer shall be allowed to enter into temporary subcontracting arrangements for this purpose only. The Employer shall officially notify the Union of such instances in advance and discuss the impact of and possible alternatives to these arrangements, if any, on the bargaining unit.

If, in order to secure funding for a specific project, the Employer is required to contract all or part of the work to be performed due to limitations imposed by the funding agreement, such contracting shall not be considered as a violation of the Agreement. In such instances, the Union shall be officially notified in advance.

ARTICLE 24: PARTNERSHIP

SECTION 24.1 LEGISLATIVE PARTNERSHIP

The Employer and the Union jointly recognize that elected officials and state regulators make decisions about Long Term Care standards and funding. We believe families and workers need to be heard during the legislative process. The Employer has a stake in the legislative process in order to maintain and increase funding necessary to operate its facility according to the highest standards. We recognize that without proper funding, providing optimum care is nearly impossible. Together, we form a committed community that stands ready to address the public policy factors that influence our work and the lives of our members. We, as partners, are determined to be a voice that is heeded by policy makers in Washington State.

SECTION 24.2 RECRUITMENT OF WORKERS

The Employer and the Union share an interest in and commitment to making the Employer an “employer of choice” among direct care workers in Washington State. The Employer and the Union will cooperate in communicating with current and potential direct care workers to help make workers (including individual providers of home care services paid by the State of Washington) aware of career opportunities available at the Employer. By way of example only, such communication may include mailings, automated phone calls, website banner links, and information distributed at union meetings. The Employer will make reasonable efforts to track and measure the quantity of applications and new hires that result from such joint communications and will share these results with the Union.

SECTION 24.3 PUBLIC INFORMATION AND AWARENESS OF THE EMPLOYER LONG-TERM CARE SERVICES

The Employer and the Union share an interest in increasing the Employer’s volume of service among long-term care clients in Washington, and in the corresponding job opportunities for workers. The Employer and the Union will cooperate in communicating with current and potential direct care clients and their families to help make clients and their families (including those who may be served now by individual providers of home care services paid by the State of Washington) aware of the services that the Employer provides. By way of example only, such communication may include outreach to unions and union retiree organizations, mailings, phone calls, and website banner links. The Employer will make reasonable efforts to track and measure the quantity of new client enrollments that result from such joint communications and will share these results with the Union.

SECTION 24.4 HOME CARE AGENCY ADVOCACY DAY

In recognition of the fact that the parties share an equal commitment to improving the quality of care of home care programs, specifically for home care agency workers and private agencies, the Employer shall make every effort to provide an unpaid leave day for up to seven percent (7%) of the bargaining unit for the purpose of attending an advocacy day for the issues related to agency-provided home care. The advocacy day agenda shall be mutually agreed to by the Employer and SEIU 775.

SECTION 24.5 HOME AND COMMUNITY BASED CARE INDUSTRY-WIDE COMMUNICATIONS

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 Employer agrees to join the Union in convening a forum for unionized Employers 2-4 times each year to discuss matters of mutual interest.

ARTICLE 25: TERM OF AGREEMENT

This Agreement shall become effective July 1, 2017, and shall remain in effect through June 30, 2019. In the event that the State reduces or increases the established vendor rate or reimbursement calculation for contracted services provided by the Employer and/or there is any other increase or reduction in the level of reimbursement established at the time of the signing of this Agreement, the parties agree to immediately reopen this Agreement for negotiations on all economically impacted sections. Within 2 (two) weeks of the close of the legislative session, the parties agree to schedule negotiations for the successor agreement which shall begin as soon as practical. The parties will establish a goal of concluding the negotiation on or before June 30, 2019. The parties agree that there may be issues specific to the employer that could be appropriately addressed in addendum(s) to the successor agreement. If the parties to this Agreement are still in negotiations for a successor Agreement as of June 30, 2019, all the terms of this Agreement shall automatically be extended until such time as a new Agreement is concluded or the parties reach impasse in bargaining. The parties agree that if, during the period of these negotiations, impasse is reached, the Parties may mutually agree to refer unresolved issues which are mandatory subjects of bargaining to a process of binding interest arbitration. Should the parties not agree to refer the outstanding issues to interest arbitration, Article 10 (Uninterrupted Client Services) shall be waived and shall not be in effect. During the period of waiver of Article 10, the parties shall be free to exercise any lawful rights of economic action.

For SEIU 775

David Rolf, President

Date

For Catholic Community Services

Peter Nazzal, Long Term Care Director

Date

APPENDIX A – WAGES SCALES

July 1, 2017 – December 31, 2017

Cumulative Career Hours	Base Wage	Base Wage + HCA Credential
0-2,000	\$14.10	\$14.35
2,001-4,000	\$14.25	\$14.50
4,001-6,000	\$14.50	\$14.75
6,001-8,000	\$14.70	\$14.95
8,001-10,000	\$15.00	\$15.25
10,001-12,000	\$15.20	\$15.45
12,001-14,000	\$15.40	\$15.65
14,001-16,000	\$15.55	\$15.80
16,001-20,000	\$15.75	\$16.00
20,001+	\$15.75	\$16.00

July 1, 2018 – December 31, 2018

Cumulative Career Hours	Base Wage	Base Wage + HCA Credential
0-2,000	\$14.70	\$14.95
2,001-4,000	\$14.80	\$15.05
4,001-6,000	\$15.00	\$15.25
6,001-8,000	\$15.25	\$15.50
8,001-10,000	\$15.45	\$15.70
10,001-12,000	\$15.75	\$16.00
12,001-14,000	\$16.00	\$16.25
14,001-16,000	\$16.15	\$16.40
16,001-20,000	\$16.40	\$16.65
20,001+	\$16.60	\$16.85

As of January 1, 2017, Employees working in Seattle will make at least \$15.00 an hour. The Employer will comply with the Seattle Minimum Wage Ordinance throughout the duration of this Agreement. The hourly Administrative Leave pay rate and sleep over rates will be \$12 per hour effective 1-1-18 and the Washington State minimum wage thereafter.

January 1, 2018 – June 30, 2018

Cumulative Career Hours	Base Wage	Base Wage + HCA Credential
0-2,000	\$14.50	\$14.75
2,001-4,000	\$14.60	\$14.85
4,001-6,000	\$14.80	\$15.05
6,001-8,000	\$15.00	\$15.25
8,001-10,000	\$15.25	\$15.50
10,001-12,000	\$15.45	\$15.70
12,001-14,000	\$15.75	\$16.00
14,001-16,000	\$15.95	\$16.20
16,001-20,000	\$16.15	\$16.40
20,001+	\$16.15	\$16.40

January 1, 2019 – June 30, 2019

Cumulative Career Hours	Base Wage	Base Wage + HCA Credential
0-2,000	\$15.50	\$15.75
2,001-4,000	\$15.75	\$16.00
4,001-6,000	\$15.90	\$16.15
6,001-8,000	\$16.10	\$16.35
8,001-10,000	\$16.35	\$16.60
10,001-12,000	\$16.60	\$16.85
12,001-14,000	\$16.85	\$17.10
14,001-16,000	\$17.25	\$17.50
16,001-20,000	\$17.50	\$17.75
20,001+	\$17.75	\$18.00

Live-In Rates effective (per 24-hour shift):

1 person live-in	2 person live-in	2 person live-in (personal and homemaking)
July 1, 2017 - \$176.00	Jan 1, 2017 - \$215.00	Jan 1, 2018 - \$180.00
Jan 1, 2018 - \$184.79	Jan 1, 2018 - \$224.45	Jan 1, 2018 - \$188.86
Jan 1, 2019 - \$192.00	Jan 1, 2019 - \$232.00	Jan 1, 2019 - \$196.00

Memorandum of Understanding on Direct Deposit

The Union and the Employer both desire to implement a system which offers either direct deposit or payment by debit card. Currently, HCAs have the choice between direct deposit or a “live” check. Given the significant number of employees who currently do not use direct deposit, the Union and the Employer agree to identify and work through the barriers that employees may have to direct deposit or payment through debit cards.

The goal is to implement this new system during the life of this contract.

Unless mutually agreed upon by the Union and the Employer, implementation of a debit card system will be accomplished without additional cost to the Employer or the HCAs.

Memorandum of Understanding regarding Charitable Contribution

All employees hired between December 31, 1994 and November 10, 2002 shall, as a condition of continued employment, on or before the thirtieth (30th) day following the signing of this Agreement either (1) commence payment of regular monthly dues uniformly required of members or (2) by making a written declaration to the Union and arrange with the Union to pay on their behalf an amount equivalent to regular Union dues to either the United Way, Children’s Home Society of Washington, or Fred Hutchinson Cancer Research Center.

Employees choosing the charity payment option must provide written proof of payment to the Union no later than the end of the month for which the payment is due.

MEMORANDUM OF UNDERSTANDING ON ARTICLE 16 – PAID TIME OFF

All employees shall accrue one (1) hour of Paid Time Off (PTO) for every twenty-five (25) hours worked. Effective June 1, 2019, all employees shall accrue one (1) hour of Paid Time Off (PTO) for every twenty-three (23) hours worked. If no additional funding for the Paid Time Off (PTO) becomes available for caregiver wages and benefits between signing the CBA and May 31, 2019, PTO shall remain at one hour for every twenty-five (25) hours worked.

LETTER OF AGREEMENT BETWEEN CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON AND SEIU 775 REGARDING PARTICIPATION IN THE BUILDING SERVICES PENSION TRUST FUND

Between the date of final ratification of this collective-bargaining agreement and December 31, 2008, the parties shall work together to determine how to legally sever or terminate our participation in the building services pension trust fund, with all due diligence to safeguarding the investment and contributions made on behalf of employees since the employer began participation.

Prior to final exit from the building services pension trust fund is complete, the parties will have a full accounting of the assets of the trust, and shall distribute any recoverable assets equal Lee, safeguarding the welfare of those bargaining unit or for my bargaining unit employees benefit from the Trust.

Termination of participation in the trust shall be subject to any necessary approval by the governing boards of each party.

Any and all financial action (S) should be mutually agreed and memorialize in a legal document. Should the parties feel to reach an agreement, the matter Shelby submitted to arbitration.

FUND LETTER OF AGREEMENT CONTRIBUTIONS

Because of the limits of the state's computer accounting, Home Care Agencies are being reimbursed on both Medicaid and client participation hours taken as a total, not individually by AAA ("states methodology"). The state's stated intention was that by thus doing, it would pay an amount equivalent to that required by parity.

For the 2017 to 2019 CBA period, The parties will share the states methodology for reimbursement so long as the amount contributed is at least that of what is required by the contract methodology. Should state payments under the states methodology fail to at least equal the amount required by the contract methodology, the parties agree to collaborate correct the problem. In no event is the employer relieved of its obligation to make the minimum contribution required by the parties 2017 to 2019 CBA.

LETTER OF UNDERSTANDING – CERTIFICATION

Recognizing that CCS has already been covering the full cost of Department of Health application and certification exam fees incurred by their employees, and the parties want the full cost of the application fee and certification exam fees covered for all CCS employees during the term of the agreement, the parties agree to this letter of agreement.

If the Training Partnership provides notice that the funds contributed to the Training Partnership under the relative collective bargaining agreements are insufficient to cover the cost of administering and paying for all of the cost of the employees' application and certification exam fees, the parties will reopen the agreement solely for the purpose of renegotiate an application fee and certification fee benefit per article 18.2. The parties shall have sixty (60) days to renegotiate the application and certification exam fee benefit portion of the contribution to the Training partnership, which is three cents (\$0.03) or the contribution required by the individual provider agreement, whichever is higher. If after sixty (60) days the parties are unsuccessful in reaching a new agreement on article 18.2, and the Training partnership provide notice that it will cease providing full coverage of the application and/or certification exam fees, CCS may reduce its contributions to the Training partnership by three cents (\$0.03), or the contribution required by the individual provider agreement, whichever is higher, so long as CCS continues to cover the full cost of the application and certification exam fees for the life of the agreement. If the Training partnership subsequently resumes defraying the forecast of the certification and testing fees, Article 18. To shower trying to full force and effect, effective no later than sixty (60) days after the first day the Training Partnership resumes full funding.

LETTER OF AGREEMENT-FMLA

It is the intent of the Employer to continue to offer health benefits beyond the twelve (12) weeks

required by the Family and Medical Leave Act. At the time of ratification, the state of Washington was no longer reimbursing the employer for the extended period. The parties agree to work together to restore funding and enable CCS to offer the contractual benefit. Until this is resolved, CCS will comply with the 12-week requirement of FMLA.