

# **Collective Bargaining Agreement**

between

**SEIU 775**

and

**ResCare HomeCare**

**Effective July 1, 2019 to June 30, 2021**

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## **PREAMBLE**

The purpose of this Agreement is to achieve and maintain harmonious relations between Res-Care Washington, Inc., (“the Employer”) and the Long-Term Care Union doing business as Service Employees International Union 775 (“the Union” or “SEIU”), (collectively: “the Parties”) 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 terms and conditions of employment.

ResCare Washington, Inc., and the Union will work to build a relationship that, acknowledging limitations imposed by state and program funding, will strive to maintain competitive compensation for home care workers to provide a high-quality work environment and enhance an ongoing relationship of trust and respect. The Parties recognize our obligation to serve clients with the highest quality of care. The Parties further recognize the importance of raising standards throughout the home care industry and agree to work together to achieve this goal.

This contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If any bargaining document exchanged between the parties is inconsistent with this Agreement, this Agreement shall govern.

## **ARTICLE 1: RECOGNITION**

### **SECTION 1.1 RECOGNITION**

The Employer, ResCare Washington, Inc., recognizes SEIU 775 as the sole and exclusive bargaining agent for all employees who are employed in Washington State in the position of home care worker, who perform home care and personal services, or work in any position related to the delivery of such in-home services, including but not limited to: home care workers, Home Care Aide Certified (HCA), 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 Employer, managers, confidential employees, office clerical employees, translators, professional employees, guards, and supervisors as defined in the National Labor Relations Act.

### **SECTION 1.2 ACCRETION**

The Parties agree that, should ResCare Washington, Inc. make new acquisitions of any companies that provide in-home care services in Washington State and that the terms and conditions set forth herein shall apply to home care worker employees of such acquisitions, and the home care worker employees shall be merged into the bargaining unit. The Parties agree to bargain the impacts of such bargaining unit mergers as



needed. Both parties acknowledge that caregivers employed by any subsidiary of ResCare, Inc., which does not provide in-home services in Washington State are explicitly excluded from this recognition article and the coverage of this Collective Bargaining Agreement absent specific amendment by the Parties.

### **SECTION 1.3 DOUBLE-BREASTING AND BARGAINING UNIT INTEGRITY**

The Employer, its parent company(ies), and its subsidiaries shall not operate, nor in any way facilitate the operation of, any double-breasted home care operations in Washington State, nor exclude direct caregivers providing in-home care services from the application of this Article, nor in any other way seek to erode the integrity of the bargaining unit recognized under this Agreement. However, it is understood and agreed by the Parties that the Company operates and will continue to operate group homes and supported living services to individuals with intellectual and/or developmental disabilities and that such services will remain outside the coverage of this Article and this Agreement.

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

### **SECTION 2.1 UNION MEMBERSHIP DUES**

No later than thirty (30) calendar days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this Agreement shall be or become and remain members of the Union no later than thirty (30) calendar days following the first day of their Employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended.

### **SECTION 2.2 RELIGIOUS EXEMPTION**

It is the intent of this Agreement that the provisions of this Article safeguard the right of employees to remain non-members based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any employee who claims a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall provide written notice of that claim to the Union, and shall arrange with the Union to make alternative payments in lieu of the payments required for Union membership to a nonreligious charitable organization (a 501 (c) (3) organization as defined by statute) of the employee's choice. Such employees shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 1 of this Article. Failure to satisfy this alternative payment shall result in discharge from employment, pursuant to Section 2.3 of this Article. The Employer shall not be financially liable for any failure of the affected employee or the Union to remit payments to the nonreligious charity.

### **SECTION 2.3 DISCHARGE FOR FAILURE TO MEET OBLIGATIONS**

The Union may demand the discharge of any bargaining unit employee who is delinquent in payments required in this Article or refuses to become and remain a member of the Union. The Union shall communicate delinquency to the affected employee and to the Employer within thirty (30) calendar days of delinquency. The notice to the delinquent employee shall include a) the fact that the Union has no record of the employee's membership or religious exemption and b) the action required by the employee in order to satisfy requirements of this Agreement. This notice may include: the amount needed to pay delinquent dues in full; a membership form, and/or any other action needed on the part of the employee to satisfy obligations of this Agreement. The Union shall, at the same time, notify the Employer of the name and reason for the delinquency of any employee. Should the employee fail to satisfy obligations of this Agreement, within fifteen (15) calendar days from the date of the original notice of delinquency, the Union may demand in writing that the Employer discharge the employee. Following receipt of such demand, the Employer shall discharge the employee within seven (7) calendar days of the date of the Union's demand.

### **SECTION 2.4 DUES DEDUCTION**

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) calendar 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) calendar days of execution of this Agreement, and thirty (30) calendar days before the effective date of any change. 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.

The Union and the Employer shall consult on the administrative procedures and effective date of the initial deduction of dues, but in no case shall it be later than one payroll period following ratification of this Agreement. The Union shall provide the Employer with copies of any previously signed membership cards, in order to initiate dues deductions. The Union and the Employer shall work together to ensure that all employees are aware of the obligation to become and remain a member, and to provide the Union's membership form to all bargaining unit employees following ratification of this Agreement.

The Union will indemnify and hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership fees, including the cost of defending against such claim or obligation.

### **SECTION 2.5 POLITICAL ACCOUNTABILITY FUND (COPE)**

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily signs and executes a Political Accountability Fund (COPE) wage assignment authorization form. 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. Upon issuance and transmission of a check to the Union, the Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the written assignment of wages for the payment of Political Accountability Fund (COPE) contributions hereby undertake to indemnify and hold the Employer from all claims, demands, suits or other forms of liability that may arise against the Employer for, or on account of, any deduction made from wages of an employee.

### **SECTION 2.6 VOLUNTARY DEDUCTIONS**

Upon receipt of a payroll authorization form, the Employer shall deduct and transmit voluntary contributions from each employee to the Union. The Employer shall deduct the sum specified from the pay of each employee and the authorization will be honored in accordance with its terms. The authorization will 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 Deduction, at the same time as the monthly remittance of dues. The Union will indemnify and hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership fees, including the cost of defending against such claim or obligation.

### **SECTION 2.7 ELECTRONIC SIGNATURE**

The Union may use electronic records to verify Union membership, 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. For any 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, the Employer will require an authorization form physically executed by the employee to be provided by the Union prior to any such deduction being made from employee wages. The Union will indemnify and hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership dues and fees and any voluntary deduction authorized by the employee, including the cost of defending against such claim or obligation.

## **SECTION 2.8 BARGAINING UNIT INFORMATION**

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s) and home address and email address on file with the Employer. The Employer shall provide a roster of all bargaining unit employees to the Union on a monthly basis. This information shall be transmitted securely in a mutually agreeable format. The roster shall include each employee's ID number, full name, social security number, date of birth, gender, preferred language, home address, mailing address, home phone number, cell phone number, alternative phone number (if any), email address (if available), office or unit where the employee is assigned, rate(s) of pay, gross pay, hours worked in the month (or month-to-date in the event of twice-monthly pay), total hours accrued as an employee of the Employer or hours credited towards a wage scale step, amount, rate and date of any special differential pay, date of hire, transfer (if applicable), amount paid in dues, amount paid in COPE (if applicable), amount paid in any other voluntary deduction(s) (if applicable) and date of termination.

The Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or other reason.

Prior to the transmission of the bargaining unit roster submitted to the Union, the Employer agrees to verify that the Employer's records accurately reflect the membership status of each employee listed. The Employer shall identify any discrepancies between the roster and its records.

Monthly reports shall be securely transmitted electronically, in a commercially available format to be agreed upon by the Employer and the Union.

## **SECTION 2.9 DATA SECURITY**

In accordance with state and federal law, the Employer shall utilize the latest industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about employees unless required to do so due to on-going litigation, pre-litigation, vendor requests made as part of benefits enrollment,

government/agency requests, to comply with a court order or other judicial/arbitral demand, or other similar situation:

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.

#### **SECTION 2.10 MEMBERSHIP FORMS**

The Employer agrees to distribute membership forms for the Union with the basic employment paperwork required by the Employer. All membership forms completed by an employee and returned to the Employer will be forwarded to the Union by the Employer, keeping a copy for the Employer and sending originals to the Union within fifteen (15) calendar days of the Employers receipt of the form.

### **ARTICLE 3: UNION RIGHTS**

#### **SECTION 3.1 WORKER REPRESENTATIVES, ADVOCATE**

For purposes of representation, communication and mutual administration of the contract, the Union will designate these worker representatives from among its members employed by the Employer. The Union will notify the Employer in writing when a worker representative/advocate has been designated.

#### **SECTION 3.2 WORKER REPRESENTATIVE PARTICIPATION**

The Employer agrees to compensate designated advocates or worker representatives at their regular rate of pay for their involvement in certain defined labor relations activities. These activities are defined as participation on the Labor-Management Committee while during regular working time; actual time spent in grievance meetings provided that the advocate notifies the immediate supervisor(s) in advance; and other approved and regularly scheduled committees and work groups that benefit both the Union and the Employer by prior mutual agreement. Advocates shall have the obligation to inform their supervisors in advance when they will be utilizing steward time, and shall follow all usual scheduling procedures to ensure client care coverage.

#### **SECTION 3.3 UNION LEAVE**

Hours worked by an employee for purposes of approved Union leave will be credited toward the employee's cumulative career hours (CCH). Similarly, an employee on an approved Union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave.

### **SECTION 3.4 HOME CARE ADVOCACY DAY**

The Employer agrees to grant up to five percent (5%) of its bargaining unit employees, based on a first-come-first-served basis, two paid leave days each calendar year, as designated by the Union, for the general purpose of public action and advocacy to improve the quality of long term care. The Union shall designate in writing to the Employer the employees who are requesting such leave at least fourteen (14) calendar days in advance. Leave requests shall take client needs into consideration, but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests.

Employees on paid leave for advocacy activities shall receive their regular rate of pay for the number of scheduled hours normally worked on that day. Such paid leave time shall not be counted for the purpose of overtime computation.

The Union shall submit a list of those employees who attend the designated advocacy days, to verify attendance for the Employer's purpose of paying leave. The Union shall provide this information in a format specified by the Employer, no later than the date that timesheets are due for the payroll period following the designated advocacy day. Employees who requested leave, but whose attendance is not verified by the records provided to the Employer and who did not report to work shall be denied paid leave.

### **SECTION 3.5 BULLETIN BOARD**

The Employer shall provide a bulletin board, in an area accessible to employees in each office for union postings. The Employer shall explore, where feasible, a computer terminal or kiosk with internet access for the use of employees during non-work times. The Labor Management Committee will make recommendations on how to proceed with implementation. Employees may utilize the company's fax machine at their local office to fax documents to the Union, with assistance from office staff, such assistance shall be mindful of confidentiality and not involve surveillance of union activities.

### **SECTION 3.6 NEW EMPLOYEE ORIENTATIONS**

Representatives designated by the Union shall be permitted to attend the Employer's scheduled new employee orientations. The Union may make its presentation in person or by phone. New employees will be paid by the employer during these times. The Employer will endeavor to provide forty-eight (48) hours' notice to the Union of meeting times and locations.

The Employer will, on a weekly basis, provide a list to the Union of all new hires which includes the employee's name, complete mailing address, home and cell phone number, include information in the Employer's new employee orientation materials. The Union shall have the right to include information in the Employer's new employee orientation materials. Such materials and/or information shall not be disparaging to the

Employer. The Union will provide adequate copies of all documents it wants so included.

Additionally, the Union shall have the right to have thirty (30) minutes to make a presentation about the Union and answer questions for new hires to be scheduled at required basic training. During such time the new employee shall be on regular work time. Such paid time shall not incur overtime obligation. The Union shall have the right to include information for all new employees in the Employer's orientation materials, including but not limited to union contract and membership card, the latter item shall be included by the Employer for all bargaining unit employees. Such materials and/or information shall not be disparaging to the Employer.

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. Once an annual, required health and safety class is implemented the Union time will be attached to that class. The Union shall provide verification of attendance to the Employer within fourteen (14) calendar days of attendance.

### **SECTION 3.7 ACCESS TO EMPLOYER PROPERTY (OFFICE)**

The Employer agrees to admit to its offices the authorized representative(s) of the Union for the purposes of adjusting grievances, meeting with employees or Employer representatives and conducting other Union business. Such authorized representatives shall only have access to non-work or other designated areas on the Employer's property. The Union shall advise the Employer in advance of the names and contact information for authorized union representatives. All authorized representatives must check in with a member of management while on Employer property. In accordance with the Employer's policies, the Union may use designated meeting rooms of the Employer for meetings of members of the bargaining unit for reasonable use in the adjustment of grievances and other similarly related union business, provided sufficient advance request for meeting facilities is made to the designated Employer representative, and that space is available.

### **SECTION 3.8 ACCESS TO EMPLOYEE'S FILES**

The employee, with or without his/her representative, may examine in the presence of a manager the employee's permanent personnel files, or obtain a copy upon the employee's written request. Only appropriate information shall be maintained in an employee's personnel file. Employees may request that a document be removed from their personnel file. The Employer retains full discretion in determining whether the request is granted. Disputes regarding documents placed in the employee's permanent personnel file are subject to the Grievance Procedure as stated in Article 10.3.

### **SECTION 3.9 PAYCHECK DISTRIBUTION**

Representatives may be present at in-person paycheck distributions. The Employer will not be expected to pay representatives for their time/presence at in-person paycheck distributions.

## **ARTICLE 4: EQUAL OPPORTUNITY & NON-DISCRIMINATION**

### **SECTION 4.1 EQUAL OPPORTUNITY**

The Employer is committed to promoting a workplace that is free of discrimination. The Employer agrees that qualified applicants for employment will be considered without regard to race, color, ethnicity, physical and/or mental disability, marital status, national origin, citizenship status, tribal status, gender identity, genetic information, ancestry, pregnancy status, gender or sex, sexual orientation, age, religion, veteran status, political affiliation, Union membership and protected activities, or other characteristics or considerations made unlawful by federal, state or local law or by Department of Social and Health Services (DSHS) agency regulations. The Employer further agrees that it shall not discriminate in terms or conditions of employment on the basis of the aforementioned characteristics (except for bona fide occupational qualifications or client preference).

The parties are committed to equal opportunity employment. Employees and supervisors share responsibility for maintaining an environment of fairness, dignity and respect.

### **SECTION 4.2 ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICIES**

The Employer will establish anti-harassment and anti-discrimination policies that are compliant with state and federal law. These policies shall include a complaint procedure, including non-retaliation and confidentiality policies. Such policies shall be made readily available to employees in the employee handbook, and shall be updated as needed or as required by law.

### **SECTION 4.3 PRIVACY RIGHTS**

The Employer shall comply with all applicable federal, state and local regulations with respect to the privacy rights of its employees.

## **ARTICLE 5: CLIENT RIGHTS**

The Employer and the Union are committed to quality care of clients and ensuring the comfort and individualized care needed by clients. It is the right of clients, in the privacy of their home, to choose the caregiver with whom they feel the most comfortable. The



Employer will uphold and support client rights. If a client wishes to change caregivers, for any reason, the Employer will respect the right of the client to do so. If a client chooses to change caregivers, the caregiver who is being unscheduled shall be eligible for another client(s) or equivalent hours as available. The Employer will make a good faith effort to provide support for a successful caregiving relationship, if in the judgment of the Employer the regularly scheduled caregiver might succeed with the client if either or both the client and/or caregiver is guided with some coaching. At the discretion of the parties, the Employer and the Union may explore through the Labor Management Committee methods of coaching, counseling or mediation to assist generally in the resolution of client/worker conflicts to help ensure consistent service delivery with minimal worker reassignment.

## **ARTICLE 6: PROBATIONARY PERIOD**

The first one hundred and eighty (180) calendar days of employment or re-employment shall be the probationary period for all new and returning employees; however, for any employee who has not completed the required certification and testing by one hundred and eighty (180) calendar days, the probationary period shall extend until such time as that employee be allowed under regulation to complete the testing and certification for such purpose only. During this period the Employer shall provide specific orientation to the job performance expectations, to the agency and to the agency's services and programs, and to the people/clients served by the agency.

Supervisors shall monitor performance during this time and will provide appropriate feedback to the employee, to help the employee successfully complete the probationary period. If requirements of the job are not being met, the Employer may seek to counsel the employee to correct the defined deficiencies. If satisfactory improvement does not result, the probationary employee may be disciplined or terminated in the sole discretion of the Employer without further notice or recourse to the grievance procedure. The discipline or discharge of an employee who is in probationary status shall not be in violation of the Agreement. Probationary employees are covered by the terms and conditions of this Agreement except as specifically noted and retain the same legal rights as other employees under the National Labor Relations Act and applicable local, state and Federal laws.

## **ARTICLE 7: SENIORITY**

Seniority shall be defined as the number of hours worked within the bargaining unit from the employee's date of hire with either the Employer or predecessor employers acquired by the Employer. Continuous service shall be defined as no break in service

for longer than one month with the exception of the following: a Union-related leave of absence, military duty, leave under the Family Medical Leave Act or Washington's Family Leave Act or any other extended leave approved by an Employer, background check, or APS investigation. Seniority shall be used as described in this agreement.

## **ARTICLE 8: LAYOFF & RECALL**

### **SECTION 8.1 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 fifteen (15) minutes additional 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 twenty (20) 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 a layoff to affected employees and shall endeavor to provide as much notice as possible.

### **SECTION 8.2 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 fifteen (15) mile radius of 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 9: DISCIPLINE AND DISCHARGE**

### **SECTION 9.1 JUST CAUSE STANDARD**

Disciplinary action shall not be imposed upon an employee except for just cause and shall be commensurate with the offense. Disciplinary action shall be conducted through the recognized line of supervision or their designee(s). Probationary employees may be disciplined and discharged without just cause.

Discipline shall be, in general, directed at correcting performance problems. Progressive discipline shall be used in disciplinary matters except in situations when the nature of the offense is cause for immediate discharge, such as serious misconduct, as defined by Employer's policies. In addition, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense in accordance with the provisions of just cause.

### **SECTION 9.2 PROGRESSIVE DISCIPLINE**

Except in the case an offense which warrants suspension or discharge on the first offense, and offenses for which specific discipline is prescribed by statute or regulation, the Employer shall follow the principles of progressive discipline. Disciplinary action will usually include:

Oral warning

First written warning

Second written warning

Final written warning

Suspension

Termination

The contractual right to contest discipline is set forth in Article 8, Dispute Resolution Procedure.

In the event a suspension of an employee is determined by the Employer to be the appropriate level of discipline, the period of suspension following the determination shall not exceed five (7) calendar days.

For all discipline less than a final written warning, twelve (12) months without any disciplinary action will result in the last step being removed from consideration in progressive discipline, and eighteen (18) months without any disciplinary action will

result in all previous discipline being removed from consideration in progressive discipline.

For final written warnings, eighteen (18) months without any disciplinary action will result in the final written warning being removed from consideration in progressive discipline, and twenty-four (24) months without any disciplinary action will result in all previous discipline being removed from consideration in progressive discipline.

### **SECTION 9.3 RESPECTFUL COMMUNICATION**

Communications between supervisors and employees are expected to be respectful, and discipline shall be, in general, directed at correcting performance problems. The Employer will not impose discipline in the presence of other employees, consumers, or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others. The Employer will impose discipline for minor infractions within ten (10) working days of discovery.

### **SECTION 9.4 ADMINISTRATIVE LEAVE**

An employee may be placed on administrative leave, removed from client services or be reassigned while an investigation is being conducted; if the Employer determines the nature of the allegations require the employee to be placed on leave or removed from client services and/or if an outside agency investigation requires that the employee be removed from client services. In cases of alleged client abuse or neglect, the employee may be reassigned only with his/her consent; otherwise, administrative leave will be used. The Employer shall not be required to reassign such employees until the conclusion of the Employer's investigation. In cases where an outside agency is investigating allegations of abuse, neglect or serious employee misconduct, it shall be the responsibility of the employee to inform the Employer when such time as he/she has been made aware by the outside agency that the investigation has been completed and the outcome of such investigation.

An Employee placed on Administrative Leave, and who is subsequently exonerated and/or reinstated, shall receive back compensation of up to sixty (60) days at his/her regular rate, reduced by the amount of unemployment insurance benefits received by the employee and any leave without pay utilized by the employee during the term of their suspension. To be eligible for back compensation, the employee shall be required to apply for unemployment insurance benefits and shall provide to the Employer documentation from the unemployment agency showing payments received by the Employee during the administrative leave. The employee shall be notified by the employer of this requirement in writing at the time of the suspension. Any back compensation received by the employee will be determined based on the average number of hours worked per week by the employee for the preceding ninety (90) days prior to placement of the employee on Administrative Leave and will only be determined after resolution of the unemployment insurance administrative process. If

it is determined that the employee is to be discharged based on the allegations, the Employer will not be required to pay any back compensation. If the suspension and reinstatement is less than ten (10) business days, employees will receive back compensation at their regular rate of pay.

In any case, the employee may use accrued, earned leave as a substitute for leave without pay.

#### **9.4.1 Procedure for Abuse and Neglect Cases**

Employees who commit abuse or neglect (hereinafter “abuse”) which is proved by an investigating state regulatory agency or by an investigation duly performed by the Employer, may be terminated immediately. The Parties recognize, however, that compelling evidence of abuse is sometimes difficult to obtain. Accordingly, the Parties adopt the following standard. The Union and the Employer agree that any charge of abuse shall be reported to the appropriate state or local authorities as required by law. Any employee accused of abuse may be placed on administrative leave pending the results of any such governmental investigation.

In the event a governmental agency investigates a report of abuse/neglect and reaches a conclusion upon the allegations, the Employer’s disciplinary decision, if any, shall be governed by such conclusion. If an investigating agency should conclude there was sufficient evidence to confirm a charge requiring termination of the employee, the employee shall be terminated and such termination shall be without any recourse to arbitration. In such case, the terminated employee shall not be entitled to payout of the employee’s PTO.

If an investigating agency should find the charge to be unfounded, the employee shall be reinstated and compensated in accordance with the procedures in Article 9.4.

Without prejudice to timeliness, the Parties may agree in writing to hold the grievance in abeyance, pending the outcome of any conclusive action by the regulatory body.

#### **SECTION 9.5 REPRESENTATION DURING INVESTIGATORY MEETINGS**

As a courtesy, the Employer shall inform employees who are subject to discipline that the employee has the right to request that a Union Advocate or representative be present during a disciplinary or investigatory meeting. Such meetings shall be held so as not to interfere with the operation of the Employer and shall involve an available representative, if the employee so requests. If a representative is available, the meeting shall not be postponed. The meeting shall not be unduly delayed if no representative is available and, in any event, will occur within two (2) business days from the time the employee requests representation. Representation via telephone shall be facilitated if requested by the Union. The Employer shall email copies of all disciplinary notices to

the Union's Member Resource Center and designated representative. 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 9.6 INVESTIGATION TIMELINE**

Discipline will be imposed promptly after discovery of the offense and Employer investigation. Investigations shall be given priority and shall not be delayed except for circumstances beyond the Employer's control (for example, a key witness is on vacation). In the event an investigation is unable to be completed within ten (10) working days, the Employer shall notify the Union representative (unless declined pursuant to Section 5 above) and the affected employee concerning the basis for the delay, the efforts the Employer is making to resolve the delay, and an expected time for the resolution of the investigation.

#### **SECTION 9.7 INSUBORDINATION**

It is the Parties' intent that employees "work first, grieve later" when faced with an instruction with which they disagree. Refusal to follow such instructions, unless unlawful or imposing an imminent risk of substantial harm, shall be considered insubordination. Employees may request that their assignment despite objection be noted for the personnel records.

### **ARTICLE 10: GRIEVANCE PROCEDURE**

#### **SECTION 10.1 RESOLUTION OF DISPUTES**

##### **10.1.1 General**

A grievance is defined as a violation of the Collective Bargaining Agreement or well-established past practices, or a dispute regarding the interpretation of the Agreement. The Employer and the Union encourage the speedy resolution of issues or problems at the lowest level possible, without recourse to the formal grievance procedure whenever possible without violating the terms of this Agreement. Employees shall be required to use this Grievance and Arbitration procedure in lieu of the Employer's Internal Dispute Resolution Process, except that employees are encouraged to discuss issues and concerns with their direct supervisor.

Should differences arise between the Employer and the Union as to the interpretation of this Agreement, it is the intent of the Union and the Employer that this grievance procedure shall provide the exclusive means of resolving all grievances of employees, including to all claims related to employment or separation from employment. The Union and the Employer shall have the right to agree to grievance resolutions or settlements which may be precedential or may be agreed to be non-precedential. The Union retains the exclusive right to advance a grievance to arbitration.

#### **10.1.2 Limitations on Grievances**

Oral counseling/verbal warnings shall not be subject to the arbitration procedure. Written counseling/warnings may be grieved but cannot be taken beyond Level 2; instead, employees may place a letter of rebuttal in their file to any verbal or written discipline with which they disagree. Suspensions, terminations, allegations of unlawful discrimination or grievances effecting groups of members or filed in the institutional interest of the Union shall be submitted directly to Level 2.

#### **10.1.3 Timeliness**

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.

Failure of the Union to advance a grievance to the next level within the timeframes contemplated herein shall cause the grievance to be considered denied and/or settled and no arbitrator shall have the authority to render any decision on that grievance. The party awaiting a response at any step may advance the grievance to the next step once the time limits have expired. The Union may withdraw a grievance at any step in the grievance procedure. The Parties agree the grievance may be resolved at any stage of the grievance process provided that all appeals are timely. The parties may waive meetings or conduct meetings by phone by mutual agreement. Electronic mail (email) shall be valid notification under this article.

### **SECTION 10.2 EMPLOYEE REPRESENTATIVES OR ADVOCATES**

Representatives appointed by the Union from among the employees shall be recognized by the Employer in their official capacity as steward or representative of employees. The Union shall determine the assignment of worker representatives or Union officers or staff for processing grievances.

## **SECTION 10.3 GRIEVANCE PROCEDURE**

The grievance steps shall be as follows:

### **10.3.1 Level 1 Grievance**

A grievance shall be submitted in writing at Level 1 to the Immediate Supervisor (or Designee) within fifteen (15) calendar days of the occurrence giving rise to the grievance. The grievance shall state the nature and the date of the occurrence giving rise to the grievance, the Article(s) and the Section(s) of the Agreement on which the grievance is based, and the relief or remedy sought.

The Union representative and the Level 1 Supervisor or Designee shall discuss the issue within ten (10) calendar days of receipt of the written grievance. The Level 1 Supervisor or Designee will issue a written decision within ten (10) calendar days of this meeting. Failure to do so will be deemed a denial of the grievance and will allow the Union to advance the grievance to Level 2.

### **10.3.2 Level 2 Grievance**

If a satisfactory settlement is not reached at Level 1, the written grievance may be advanced by the Union in writing to the next higher designated manager at Level 2 within fifteen (15) calendar days after a decision has been issued or was due. The Union and the Employer shall discuss the issue within ten (10) calendar days of receipt of the written grievance. Meetings regarding the grievance shall be held in a mutually agreeable location. Meetings shall be held during the scheduled hours of the grievant if reasonable. An employee who is required to attend meetings outside of scheduled working hours shall be paid for the time spent at his/her normal rate of pay.

The Level 2 Designee will issue a written decision or response within ten (10) calendar days of this discussion. Failure to do so will be deemed a denial of the grievance and will allow the Union to decide to advance the grievance to Level 3 or Level 4 (Mediation or Arbitration).

Discipline which constitutes a final written warning or reprimand, or higher level of discipline may be advanced by the Union to Level 3.

### **Mediation (Optional)**

In the event the grievance is not resolved through the process at Level 1 or Level 2, the Union and the Employer may agree to mediate the grievance. Such notification must be sent to the Employer within fifteen (15) calendar days after the Level 2 Designee's decision has been issued or was due. Mediation shall be conducted by the Federal Mediation and Conciliation Service (FMCS) or such mediator as the Parties may mutually agree, on a non-binding basis. Any grievance settlement reached in



mediation, whether it represents a compromise between the Parties or a full granting or withdrawal of the grievance, shall be reduced to writing, signed by the Parties and shall be final and binding.

Any settlement offer made in the course of mediation shall be considered “off the record” and shall be inadmissible in any subsequent arbitration. The function of the mediator is to provide the Parties with possible win/win resolutions of the issue and to offer skilled advice as to what is likely to happen in an arbitration hearing in order to make a settlement of the grievance(s) more likely. The Parties will agree as to when the mediation conference occurs, balancing the need to expedite case resolution with the convenience of mediating multiple grievances at once when possible. The mediation shall be attended by representatives of the Employer and the Union with full authority to resolve the grievances to be mediated. Employees who attend mediation shall do so on unpaid time. Every effort will be made to conduct mediation discussions as concisely as possible.

The Parties shall bear their own costs for mediation. If a private mediator is used in lieu of FMCS by mutual agreement, the Parties will bear the cost of the mediator’s services equally. If mediation is unsuccessful in resolving the grievance, or mediation is not selected as an option for resolution, the Union may advance the grievance to Level 4.

### **10.3.3 Level 3 Arbitration**

In the event the Parties are unable to resolve their differences at lower levels of the grievance procedure, the Union may notify the Employer in writing of its intent to arbitrate within thirty (30) calendar days of the mediation conference or the Level 2 response from the Employer. The parties shall utilize the expedited arbitration model under FMCS Guidelines.

## **SECTION 10.4 SELECTION OF ARBITRATOR**

Within thirty (30) calendar days from the Union’s notification of intent to arbitrate, except as mutually agreed otherwise, the Parties shall request FMCS to provide a panel of seven (7) arbitrators. The arbitrator shall be selected by alternate striking names from the panel of seven (7) until only one is left. This person shall become the arbitrator for the case. The party requesting arbitration shall strike the first name.

The party requesting arbitration shall notify the arbitrator within fourteen (14) calendar days of his or her selection. The Parties may agree to provide post-hearing briefs upon a mutually agreeable schedule if requested by the arbitrator or jointly agreed; otherwise, the Parties will make closing arguments in lieu of briefs.

## **SECTION 10.5 BINDING DECISION**

The decision of the arbitrator shall be binding and conclusive on both Parties. The arbitrator shall have no authority to modify or amend any part of this Agreement by his/her decision, nor shall the arbitrator decide any issue other than the one(s) formally submitted to him or her through the grievance and arbitration process. The expenses of the arbitrator including his or her time, travel, and miscellaneous expense shall be borne equally by the Parties. Each side shall be responsible for its own expenses including attorney's fees and witness expenses. Extensions of any time limits under this Article must be by mutual agreement and shall be reduced to writing.

## **SECTION 10.6 MEDIATION AND ARBITRATION LOCATIONS**

Mediation conferences and arbitrations shall be held in mutually agreeable locations on a regular basis as needed.

## **SECTION 10.7 ELECTRONIC COMMUNICATIONS**

Notifications of grievances as well as notifications of mediation and arbitration may be presented by either party in an email instead of in writing.

## **ARTICLE 11: VACANCIES AND ASSIGNMENT OF HOURS**

### **SECTION 11.1 OPEN POSITIONS**

The Employer's policy is to seek to promote from within prior to recruitment from outside the agency. In order to ensure that all interested employees are advised of employment opportunities, job announcements for vacant promotional opportunities will be posted on bulletin boards designated by the Employer. In addition, information about all job vacancies will be available to employees by calling the office and on the website of the Employer, if feasible.

All regular full and part time vacancies will be posted and filled in accordance with the non-discrimination provisions of this Agreement. Postings will include position requirements, minimum qualifications, substitute and preferred qualifications (if any) and base rate of pay.

### **SECTION 11.2 ASSIGNMENT OF HOURS**

#### **11.2.1 Notification and Assignment of Available Hours**

Employees wishing to increase or decrease the number of scheduled hours or days shall notify their supervisor and use the Work Agreement Form or the back of the task sheet provided by the employer to advise the Employer of the number of hours requested

and the hours and days the employee is available. It is the responsibility of the employee to update the form with his/her immediate supervisor when his/her schedule changes. Employees shall note in a box provided on the form if they are seeking hours to gain or maintain eligibility for health insurance.

Employees must provide the Employer with their most current contact information, including but not limited to phone number(s) and email address (if applicable).

Whenever possible, new client hours will be offered to qualified employees who have indicated a desire for more hours in order of seniority. For those workers who have expressed an interest in adding new client hours, employees will notify their supervisors of availability through the use of the Employer's time/task sheet. In its effort to fill available hours, the Employer shall have at each location a system or methodology in place to track its reasonable attempts to reach the most senior qualified worker. The principle of client choice shall still be the determinative factor for assignment of worker(s). The Employer may also develop other ways to notify workers of available client hours and will work with the Labor Management Committee to implement improvements.

#### **11.2.2 Right to Replacement Hours Cut Involuntarily**

When an Employee's client assignment is reduced involuntarily, through no fault of his/her own, the Employer shall attempt to assign replacement client hours before assigning additional, available hours to other employees who may be seeking to increase their client schedule.

## **ARTICLE 12: LABOR-MANAGEMENT COMMITTEE**

### **SECTION 12.1 PURPOSE**

The Employer and the Union shall establish a Labor-Management Committee (LMC). The purpose of the Committee shall be to consider matters affecting the relations between the Employer, the Union, and the employees, and to recommend measures to improve client care in the Employer's operations in specific and in the industry in general; provided, however, the Committee shall not engage in negotiations, nor shall the Committees consider matters properly the subject of a grievance unless mutually agreed by the Parties.

### **SECTION 12.2 COMPOSITION, SCHEDULE AND PROCESS**

The Committee shall be composed of up to six (6) Union representatives and number of representatives of management as determined by the Employer, as long as the number of management representatives are not greater in number than employee

representatives. In addition, the President or Executives of the organizations, or their designees may attend the meetings.

Other provisions for this Committee are as follows:

The Committee shall be co-chaired by one of the Union representatives and one of the Employer representatives. The Committee may also decide to rotate facilitation of meetings. The Committee may meet quarterly, but no less than twice per calendar year, at a time mutually convenient to the Union and the Employer.

The Union and the Employer co-chairs will prepare an agenda to be presented to the Committee prior to the scheduled meeting.

Employee Committee members will be paid their regular rate of pay for participation for any scheduled hours of work that the worker foregoes by service on the Committee.

The Union and the Employer shall pay any travel expenses for the participation of their respective representatives.

Minutes of the meetings will be presented to the Employer and the Union within thirty (30) calendar days after the meeting of the LMC or at the following LMC meeting by agreement.

The LMC will address each recommended agenda item in writing within one month to the members of the Committee. Should any item(s) be referred to the Executive Director or to another body, such person(s) shall report decisions or actions to the LMC within one month.

## **ARTICLE 13: HEALTH AND SAFETY**

### **SECTION 13.1 RIGHT TO SAFE WORKING CONDITIONS**

The Employer agrees to comply with all federal, state, and local laws to provide working conditions that are safe. The Employer may, in its discretion, establish safety and health rules. The Employer may discipline an employee for his/her failure to adhere to the Employer's safety and health rules.

### **SECTION 13.2 SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT SUPPLIES**

No employee shall be required to provide at his/her own expense safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, to perform any task for a client.

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. Caregivers shall be provided updated care-plans on all of their client, inclusive of notification of all known health conditions with particular attention to conditions requiring additional safety precautions, inclusive but not limited to: HIV/AIDS, MRSA, C-DIFF.

### **SECTION 13.3 CLEANING EQUIPMENT AND 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 materials, the employee will report the situation immediately to his/her supervisor.

### **SECTION 13.4 IMMEDIATE DANGER TO HOME CARE WORKER**

Any employee who believes in good faith that his/her health and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a supervisor. Such situations include: bodily harm to the employee; threatening animals; fire hazards; threatening people in or around the client's residence; abusive behavior of the client to the employee; sexual harassment of the employee by the client or persons in the household; or any other situations that would be a threat to the employee's health or safety.

If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services. The employee shall report the incident to his/her supervisor as soon as possible after leaving the assigned work location. If after review and investigation of the incident giving rise to the belief of imminent danger it is determined that the employee acted reasonably and promptly reported the incident to his/her supervisor, the employee 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.

If the employee no longer serves the client, the Employer shall make reasonable attempts to reassign the employee to another client in a timely manner. If the Employer continues to serve the client, any future employee assigned to that client shall be advised of any information related to the incident that would be relevant to the employee's safety before he/she is required to begin the assignment. The Employer reserves the right to protect client confidentiality in the release of this information.

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 13.5 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

Notwithstanding any other provision of this Agreement to the contrary, the Employer may take any action that it, in its discretion, deems necessary to comply with the Americans with Disabilities Act.

## **ARTICLE 14: PAY RECORDS AND PAY PERIODS**

### **SECTION 14.1 CHECKSTUB**

Employees shall be furnished with a copy of their itemized deductions each pay period, which shall include the current hours worked, career hours worked since July 1, 2006, accrued time off for eligible employees, current wages earned, current wage rate, annual wages to date, and any regular itemized deductions, including any duly authorized dues and COPE deductions, in accordance with the Employer's payroll procedures.

### **SECTION 14.2 PAY-PERIOD**

Payment of wages shall be twice per month on the 10th and the 25th of each month unless such pay schedule is altered by agreement between the Parties. Should an employee fail to turn in the time sheet on or by the date required, the Employee may not be paid until the next pay period except in the case of an emergency beyond the control of the employee.

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

### **SECTION 14.3 CHECK CORRECTION**

In the event an employee does not receive his/her paycheck on payday or is underpaid due to administrative error, a new check shall be issued within seven (7) calendar days from the date of notification as long as the Employer is made aware of the problem on the pay date or the first business day following the pay date. If the underpayment is for a small amount, the Employer may ask the employee if the corrected amount may be paid on the next subsequent paycheck.

### **SECTION 14.4 DIRECT DEPOSIT**

The Employer will ask all employees to sign up for Direct deposit shall be required, provided an employee may elect to receive a debit card instead. All payments in an

electronic payroll system will be made by direct deposit (or by debit card payment for employees who elect debit cards). Pay stubs will be maintained and distributed in an electronic format. Employees may elect via the ADP iPay system to receive their printed payroll statement mailed to their home address. Such an election may be made at the time of hiring for new employees, and twice annually for existing employees. The 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. Any reference to “paycheck” in this Agreement shall mean the direct deposit (or debit card payroll payment) and/or the associated electronic payroll statement.

## **ARTICLE 15: JOB DESCRIPTIONS AND CARE PLANS**

In order to help assure the best quality of care, and continuity of care, upon receiving assignment to a client, the home care worker will review with his/her supervisor or mentor a detailed care plan (service plan) designating what specific care is required for each particular assigned client. Home care workers are not authorized to make any changes to the care plan. If problems arise with a client’s or employee’s understanding of the care plan, the Employer will take all reasonable steps to assist the client and/or employee to understand the care plan. Any changes to client care plans will be reviewed with the assigned employee(s) and the appropriate supervisor, who shall identify and offer any further training needed by the employee(s) to meet the changed client need(s).

The Employer shall communicate to employees any known dangers or information that a reasonable person would expect before entering a client location. Such communications will also be tailored to respect the privacy of clients in accordance with HIPAA and other Federal and State statutes and regulations. Management and employees may endeavor to discuss in an LMC meeting how such communications can be tailored to meet privacy requirements as well as the safety of employees.

## **ARTICLE 16: LEAVES OF ABSENCE**

### **SECTION 16.1 UNION LEAVE**

- A. Any employee elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union not to exceed two (2) years, except in cases where the term of office exceeds this period. Thirty (30) days written notice must be given to the Employer before the employee takes leave to accept such office or position, or before such employee returns to work. Such leaves of absence shall be without pay.

- B. A leave of absence without pay shall also be granted to no more than ten (10) employees per year and no more than five (5) employees at the same time for no more than ninety (90) days to conduct the Union's business provided fifteen (15) days written notice is given. The Employer and the Union shall cooperate in the scheduling of substitutes, so that employees on leave can return to their job positions upon ending their leave. If this leave lasts more than ten (10) days the Employer may not be able to guarantee the employee a return to work with the same clients. If the Employer determines it will harm client services, the Employer may delay a leave request to the employee serving the affected client, until the Employer can find a suitable substitute. If more than one leave of this kind is taken per year by the same employee, the second or additional leave request shall be at the sole discretion of the Employer.
- C. An employee on an approved Union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. The Union and the Employer shall arrange for reimbursement of the health care provider (as legally permitted) to continue benefits for employees on extended union leave including that, for healthcare benefits, the Union may make contributions, as established by Article 17 (Health & Welfare), to the Health Benefits Trust directly on all of the employee's hours worked while on Union Leave.

## **SECTION 16.2 BEREAVEMENT LEAVE**

Employees are eligible for up to five (5) days of unpaid bereavement leave for members of the employee's immediate family and two (2) days of unpaid funeral or bereavement leave for close relatives. For purposes of this bereavement leave policy, "immediate family" includes the employee's children, parents or adoptive parents, parents-in-law, spouse or partner, grandparents and siblings. "Close relatives" includes the employee's aunts, uncles, cousins, nieces, nephews, and siblings-in-law.

Requests for unpaid bereavement leave may be granted in other circumstances. 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 16.3 GENERAL**

Eligible employees shall be entitled but not limited to all rights and privileges provided in the Family and Medical Leave Act of 1993, the State of Washington's Family Leave Act, and other federal and state laws regulating pregnancy and/or medical leave.



### **16.3.1 Requesting Leave**

Employees may request a leave of absence by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant certain leaves of absences (such as for military service, jury duty, family medical leave and parental leave) is determined by state or federal law and according to the policies of the Employer. Leaves of absence shall not be constituted as a break in service. Employees on leave shall retain their seniority.

### **16.3.2 Types and Definitions of Leaves of Absence**

Employees may request a leave of absence by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence for military service, jury duty, family medical leave and parental leave will be as provided by state or federal law and according to the policies of the Employer. Leaves of absence shall not be considered a break in service. Employees on leave shall retain their seniority.

### **16.3.3 Return from Leave of Absence**

The Employer will make a good faith effort to reinstate employees returning from an authorized leave of absence to their previous or similar assignment and schedule, subject to client preference and the requirements of federal and state law. An employee who fails to return to work within three (3) working days of the expiration of a leave or has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment.

### **16.3.4 Return to Work Program**

The Employer will comply with all federal and state laws regarding workplace injuries. The Employer may request certification from the employee's physician to determine if and when the employee can return to duty, and what assignments and/or activity level restrictions may be appropriate.

## **SECTION 16.4 FAMILY & MEDICAL LEAVE**

The Employer will comply with the federal Family Medical Leave Act (FMLA) and Washington state's Family Leave Act (WFLA). The Employer shall offer details about both Acts, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits;. Family leave shall be interpreted consistently with the conditions and provisions of applicable law. Deductions for WFLA will commence upon ratification of this collective bargaining agreement. The effective date for use of WFLA is January 1, 2020.

## **SECTION 16.5 MILITARY LEAVE**

The Employer will comply with the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable laws. The Employer shall offer details about USERRA, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits.;

### **16.5.1 Military Spouse Leave**

The Employer will comply with Washington state's Military Family Leave Act ("MFLA" - RCW 49.77). The Employer shall offer details about MFLA, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits.;

### **16.5.2 Military Caregiver Leave**

The Employer will comply with applicable laws and regulations pertaining to Military Caregiver Leave under federal FMLA. The Employer shall offer details about Military Caregiver Leave, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits.;

## **SECTION 16.6 DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE**

The Employer will comply with Washington state's Domestic Violence Leave Act ("DVLA" - RCW 49.76). The Employer shall offer details about DVLA, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits.

## **SECTION 16.7 CATASTROPHIC LEAVE BANK**

The Employer agrees to begin exploration of creating and maintaining 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.

## **ARTICLE 17: HOLIDAYS**

### **SECTION 17.1 HOLIDAYS QUALIFYING FOR PREMIUM PAY**

The following days qualify as a holiday for the purposes of applying the holiday premium pay provisions of this Article, as noted below. No employees shall be expected

to work on holidays in the following list, (A) through (F). Holidays qualifying for premium pay if assigned and worked:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day

The Employer shall publish an annual list of the actual date of observance of the holidays listed above.

#### **SECTION 17.2 HOLIDAY PREMIUM PAY – HOLIDAYS WORKED**

Employees who are assigned to work on one of the holidays above shall be paid one and one-half times (1.5X) their regular rate of pay for all hours worked on the holidays. If an employee is not assigned to work and does not work on the holiday, s/he shall not be paid the holiday premium pay.

#### **SECTION 17.3 LIMITED CLIENT SERVICES**

The Employer reserves the right to designate, consistent with contracted service agreements, which clients will receive client services on one of the holidays (A-F) for which the Employer pays holiday premium pay.

#### **SECTION 17.4 UNPAID LEAVE DAYS RECOGNIZED AS A DAY FOR PERSONAL OR RELIGIOUS OBSERVANCE**

Employees desiring to take off any of the days listed below shall notify the Employer of their desire to take an unpaid day off two (2) weeks prior to the date. Employees may designate another "personal holiday" referenced in 17.2 as a special day for religious observance or other celebration (for example, such as Rosh Hashanah, Good Friday, the beginning/end of Ramadan, Orthodox Christmas, etc.). As long as the Employer has been given two weeks notice, all such requests for one additional unpaid personal holiday a year shall be granted. If an employee from this faith tradition works on any of these recognized observance days, below, s/he shall NOT be eligible for holiday premium pay.

## **ARTICLE 18: TRAVEL PROVISIONS**

### **SECTION 18.1 TRAVEL PAY AND MILEAGE**

#### **18.1.1 Travel Time**

Employees shall be paid according to state and federal wage and hour law for travel between assigned work locations or clients. Employees who use public transportation between assigned work locations or for authorized errands shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly bus pass. Employees may be required to provide documentation of public transportation costs.

#### **18.1.2 Mileage Reimbursement**

Effective upon ratification, employees driving their own vehicles between assigned work locations and for authorized client errands shall be reimbursed for mileage at the rate of forty-seven (\$0.47) cents. Should the IRS decrease or increase the federal maximum mileage rate two (2) cents or more, the Employer will similarly reduce or raise the mileage reimbursement rate two (2) cents or more, equal to the change made by the IRS. The number of miles reimbursable for travel between assigned clients shall not be limited. The Employer retains the right to determine and assign the most efficient drive routes, in order to minimize mileage and gas consumption.

#### **18.1.3 Disputes About Reimbursement**

The Employer reserves the right to use Mapquest.com, Google or similar distance-measuring tools to determine whether claimed miles are reasonable. The Employer is not obligated to reimburse unreasonable reimbursement claims.

### **SECTION 18.2 INSURANCE AND DRIVER'S LICENSE**

Employees shall at all times while on duty maintain a current valid driver's license and acceptable driving record under Employer policy if required to drive assignments or while on assignments.

Employees at all times while on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the State of Washington. The Employer shall require proof of sufficient liability insurance.

### **SECTION 18.3 DOCUMENTATION OF EXPENSES**

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

### **SECTION 18.4 MOVING VIOLATIONS/PARKING TICKETS**

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

## **ARTICLE 19: COMPREHENSIVE HEALTH AND WELFARE BENEFITS**

### **SECTION 19.1 HEALTH BENEFITS TRUST PARTICIPATION**

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 19.2 ELIGIBILITY STANDARDS**

Employee eligibility for healthcare benefit coverage shall be determined solely by the Board of Trustees 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/documentations, dis-enrolling ineligible workers, 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 dis-enroll ineligible workers. The Employer shall provide information on the Trust's benefits to all employees during the on-boarding process.

### **SECTION 19.3 CONTRIBUTIONS**

#### **19.3.1 Hourly Contribution Rate**

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 19.3.

Contributions for the health and safety benefit as described in Section 19.3.2 and 19.3.3 below will be paid to the SEIU Healthcare NW Health Benefits Trust which will administer any program established with these funds. The use of these negotiated funds for health and safety will be determined by the Board of Trustees of the Health Benefits Trust.

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

Effective July 1, 2019, the Employer shall contribute the Healthcare Rate or three dollars and fifty-four cents (\$3.54), whichever is higher, to the Trust for each Medicaid-Funded Hour worked, two and one-half cents (\$0.025) of which may be used for a health and safety benefit. 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, 2020, the Employer shall contribute the Healthcare Rate or three dollars and sixty-one cents (\$3.61), whichever is higher, to the Trust for each Medicaid-Funded Hour worked, two and one-half cents (\$0.025) of which may be used for a health and safety benefit. The Employer agrees that all funds received by the Employer for purposes of healthcare will be provided to the Trust.

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

Effective July 1, 2019, the Employer shall contribute the Healthcare Rate or three dollars and fifty-four cents (\$3.54), whichever is higher to the Trust for each Non-Medicaid-Funded hour worked, two and one-half cents (0.025) of which may be used for a health and safety benefit. 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, 2020, the Employer shall contribute the Healthcare Rate or three dollars and sixty-one cents (\$3.61), whichever is higher, to the Trust for each Non-Medicaid-Funded Hour worked, two and one-half cents (\$0.025) of which may be used for a health and safety benefit.

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

Each paid visit based service shall be paid as two (2) hours for the purposes of contributions to the Trust.

Contributions required by Section 19.3 shall be paid periodically as required by the Trust.

#### **SECTION 19.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. This section shall authorize the premium share payroll deduction required by the Trust for any home care worker. 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.

#### **19.5 PURPOSE OF THE TRUST**

For purposes of offering healthcare, dental and vision, and other benefits or programs authorized by the Board of Trustees 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.

#### **19.6 TRUST AGREEMENT**

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

#### **SECTION 19.7 INDEMNIFY AND HOLD HARMLESS**

The Trust shall be the policy holder of any insurance plan or healthcare 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, healthcare providers, vendors, insurance carriers, or employees covered under this Agreement.

### **ARTICLE 20: PAID TIME-OFF**

#### **SECTION 20.1 ACCRUAL**

Effective July 1, 2019, and throughout the life of this Agreement, employees shall accrue one (1) hour of paid time off for every twenty-five (25) hours actually worked. Paid time off will accrue to a maximum of one hundred and twenty (120) hours. Once an employee has accrued one hundred and twenty (120) hours no additional paid time off will accrue until the employee has used paid time off or has cashed out PTO hours.

Employees can never accrue more than one hundred and twenty (120) hours at any one time.

Employees shall accrue, but not be able to use, paid leave during their probationary period and such leave shall not be included on the pay stubs of probationary employees.

### **SECTION 20.2 USE OF PAID TIME AND SCHEDULING**

Employees shall be eligible to take paid leave in one-hour increments after their first one hundred eighty (180) days of employment, except that employees may use Paid Time Off after the first ninety (90) days of employment for sick leave, per state law. Employees may use any accrued paid leave for sick leave, or as whole hours of vacation, or for consecutive days of vacation. Employees must submit leave requests for vacation time off in writing at least two (2) weeks prior to the date of vacation requested. In the event that too many employees request paid leave for the same time period, and the Employer cannot ensure safe client coverage, leave approvals shall be granted by seniority within the office to which the employee is primarily assigned. Supervisors shall communicate about whether leave has been approved or disapproved within seven (7) calendar days of the leave request is submitted by an employee.

### **SECTION 20.3 CASH-OUT**

Non-probationary employees who voluntarily resign or retire from employment (and provide at least two (2) weeks' notice and works or offers to work during the notice period), or who are laid off, shall be paid for all unused, accrued paid time off.. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

All other employees with at least six (6) months of service may cash out PTO hours at any time with advance written request to the Employer. PTO hours will be cashed out at seventy-five percent (75%) of its cash value. Employees must maintain a minimum of twenty-four (24) PTO hours in their PTO bank and must have a PTO balance of at least thirty-two (32) hours to participate in the buy back. Eight (8) hours is the minimum amount that employees may "cash out." The requested PTO "cash out" will be paid at seventy-five percent (75%) Employee's base rate of pay and will be included in a regularly scheduled paycheck. All applicable taxes and deductions will be made from the payment. This cash out policy does not apply to PTO used for the purpose of benefits eligibility.

### **SECTION 20.4 UTILIZATION OF SICK LEAVE**

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



illness; injury; temporary disability; medical or dental care; or to attend to members of the employee's or the employee's spouse's immediate family or domestic partner or domestic partner's immediate family, where the employee's presence is required because of illness or as otherwise required by the state of federal Family Medical Leave Act or other State law. The Employer may, in its sole discretion, require reasonable proof of illness or disability and/or certification of the necessity of the employee's absence.

#### **SECTION 20.5 NOTICE AND PROOF OF ILLNESS**

The Employer reserves the right to require reasonable proof of an employee's illness, if the absence from work lasts beyond three (3) consecutive scheduled work days. The Employer also may require a doctor's release in the event that the absence from work exceeds three (3) consecutive scheduled work days. Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. However, employees shall notify their supervisor of illness no less than two (2) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement.

#### **SECTION 20.6 COMBINATION WITH OTHER BENEFITS**

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

### **ARTICLE 21: RETIREMENT**

#### **SECTION 21.1 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 21.2 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 re-open the Agreement solely for the purpose of renegotiating this Section 21.2.

Effective July 1, 2019, the Employer shall contribute the Retirement Rate or sixty-five cents (\$0.65), whichever is higher, to the Retirement Trust for each hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and fifty cents (\$0.50) for each hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours.

Effective July 1, 2020, the Employer shall contribute the Retirement Rate or eighty cents (\$0.80), whichever is higher, to the Retirement Trust for each hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and fifty cents (\$0.50) for each hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours.

Hour(s) worked shall be defined as all compensable 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.

Each paid visit based service shall count as two (2) hours for the purposes of contributions to the Retirement Trust.

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

### **SECTION 21.3 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 22: OTHER BENEFITS**

All bargaining unit employees may participate in any other benefit plans the Employer currently offers home care workers at the time of the ratification of this Agreement.

## **ARTICLE 23: WAGES AND PREMIUMS**

### **SECTION 23.1 WAGE SCALE AND WAGE PROGRESSION**

Effective July 1, 2019, all bargaining unit employees shall be placed in the wage scale according to the employee's cumulative career hours (CCH). Cumulative career hours (CCH) are the total hours worked by an employee within a certain, defined job classification. If an employee transfers to ResCare from a different employer, the employee's CCH must be verifiable. If an employee's CCH is not verifiable, employees will be placed on the wage scale according to their seniority with ResCare. Bargaining unit employees shall advance to the next step on the wage scale as they reach the hours on that step. No employee shall suffer a reduction in base rate of pay whose current base rate of pay exceeds that of the scale.

Employees shall be compensated as follows:

#### **23.1.1 Medicaid Service Workers**

Employees covered by this Agreement shall be compensated according to the wage scale schedule set forth in Appendix A, except that employees working on a daily rate, per visit rate, as a licensed nurse shall be paid according to the appendices below. Hourly private pay caregivers paid at or above the hourly rates in Appendix B, shall earn the greater of the rate appropriate to their career hours on the scale in Appendix A or their current rate. No employee shall suffer a loss as a result of this agreement.

#### **23.1.2 Non-Medicaid Workers in Western Washington**

Employees in Western Washington working non-Medicaid service hours covered by this Agreement, but who are not among the workers covered by the subsection 23.1.1 above, shall be compensated according to the provisions of Appendix B.

Nurse delegated caregivers who serve private pay clients in Western Washington shall receive a differential of one (\$1) dollar per hour.

#### **23.1.3 Non-Medicaid Service Workers in Eastern Washington**

Employees in Eastern Washington working any non-Medicaid service hours covered by this Agreement that are not shifts or visits covered by the subsection 23.1.1 above, shall be compensated according to the provisions of Appendix C.

### **SECTION 23.2 HOURS OF SERVICE**

Employees shall advance along the wage scale based on hours of service to the Employer. Such hours shall be itemized and labeled on the employee's pay stub at least monthly.

### **SECTION 23.3 RETURNING EMPLOYEES**

Workers previously employed by the Employer who return to employment with the Employer shall be placed on the wage scale at the step which reflects their cumulative career hours (CCH). If CCH is not verifiable, the employee shall be placed on the wage scale at the step which reflects their previous hours of experience with the Employer.

### **SECTION 23.4 WAGE PROGRESSION**

Medicaid service employees and non-Medicaid service employees shall advance to the next higher step on the above wage scale as they reach the seniority hours on that step.

### **SECTION 23.5 SPECIAL CONDITIONS OR LICENSURE CREDIT**

The following wage rate adjustments apply to the employees compensated according to the provisions of 23.1.1, 23.1.2, 23.1.3 and Appendix A, B and C:

- A. Home Care Aides who hold and submit to the Employer a valid Certified Nursing Assistant (CNA) license or a Home Care Aide Certification shall receive a twenty-five cent (\$0.25) cent per hour differential for each hour they are paid.
- B. The Employer shall grant additional hours credit and applicable wage scale steps upon satisfactory substantiation of claimed service hours as an Individual Provider home care worker or as a home care worker for another home care agency licensed in the State of Washington or as a certified nursing assistant (CNA/NAC) in a long-term care setting.
- C. Any such additional hours-credit shall be proportionate to the number of claimed service hours substantiated by the worker.

### **SECTION 23.6 CLIENT/SERVICE INACCESSIBLE PAY**

If an employee is unable to provide service to a client because of the client's failure to answer the door, if the client is not home, if the client has canceled services and the employer has failed to notify the employee, or if multiple employees have been assigned to work with the client and the Employer sends one of the employees home, the employee shall notify the Employer by telephone promptly. If the Employer is unable to provide a substitute assignment, the employee shall be paid at the straight time hourly wage rate for two (2) hour show up/no access pay.

If the supervisor determines that a subsequent assignments should be confirmed by the employee before traveling to the client residence, the employee 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 employee, the employee shall be required to wait at the client's residence for thirty (30) minutes and to follow ResCare's written client contact policies as provided to each employee.

The employee shall be paid for all travel time and travel mileage (excluding errand mileage not served) for which the employee would have been paid had the assignment been performed as scheduled.

### **SECTION 23.7 SPECIAL SKILL/EXTRAORDINARY CARE DIFFERENTIAL**

To meet client behavior needs, all hours worked for clients who have behaviors and/or conditions which the Employer determines significantly impact the provision of personal care and/or which necessitate additional effort, special skills or training as defined and authorized by the Employer shall be paid an additional forty-five cents (\$0.450) per hour. Criteria for the Special Skill/Extraordinary Care Differential shall include, but not be limited to:

- Extreme behavioral issues;
- Excessive/difficult travel to clients;
- Extensive personal care needs for a client and clients.

### **SECTION 23.8 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.

### **SECTION 23.9 NURSE DELEGATION DIFFERENTIAL**

An employee shall receive a differential of fifty cents (\$0.50) per hour for all hours worked for a client for whom the HCA is being delegated a nursing task.

### **SECTION 23.10 SUNDAY DIFFERENTIAL**

Employees shall be paid a twenty cents (\$0.20) per hour differential in addition to their regular hourly wage rate for every hour worked on Sunday, as calculated from 12:01

a.m. Sunday through 11:59 p.m. Sunday. Sunday differentials shall be included in any computation for overtime, holidays, or other differentials or premium time.

#### **SECTION 23.11 OVERTIME**

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

#### **SECTION 23.12 L & I WORKER CONTRIBUTIONS**

Effective July 1, 2007, all employees covered by this Agreement shall no longer be required to contribute to the Employer's worker's compensation or Labor and Industries (L & I) insurance costs. The Employer will assume all costs associated with such insurance premiums.

#### **SECTION 23.13 APPRENTICESHIP PROGRAM**

Home care aides who have committed to, been accepted into and successfully and fully completed an approved apprenticeship program, including all coursework and any required apprenticeship hours, shall receive a thirty cent (\$0.30) cent per hour differential for each hour they are paid, for purposes of placement on the pay scale in Appendix A. Up to five (5) home care aides per branch may apply for entry into any approved apprenticeship program annually. Any home care aide accepted into an approved apprenticeship program must notify the Employer of their entry into the program and their anticipated date of completion in order to be eligible for receipt of the differential described herein. Employees who fail to provide such notice will not be eligible for the differential until the pay-period following their notification of completion of an approved apprenticeship program.

#### **SECTION 23.14 DIFFERENTIAL STACKING**

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

## **ARTICLE 24: WORKFORCE TRAINING, TESTING AND CERTIFICATION**

### **SECTION 24.1 IN-SERVICE MEETINGS**

The Employer shall conduct “in-services” or educational meetings on a quarterly basis. The Employer and the Union shall develop a plan to ensure attendance and shall develop an agenda or program for such in-services or educational meetings jointly with the Union. The Union shall be guaranteed thirty (30) minutes on the agenda or program of each in-service. The Parties will explore means by which the in-services or educational meetings can help home care aides reach their Continuing Education credit goals for the year.

### **SECTION 24.2 TRAINING PARTNERSHIP**

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

The Training Partnership will possess the capacity to provide training, peer mentoring, workforce development and other services to home care aides. The Employer shall be a participating employer in the SEIU Northwest Training a Partnership (“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 24.3 CONTRIBUTIONS**

#### **24.3.1 Training Partnership**

The hourly contribution to the Training Partnership (“Partnership”) for training and certification and testing fees shall be no less than the hourly training and certification contribution rate to the Partnership established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked but without the additional two-cents of funding for the Advanced Home Care Aide Specialist Program and the Advanced Behavioral Home Care Aide Specialist Program. (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.

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

Effective July 1, 2019, the Employer shall contribute the Training Partnership Rate or forty-four cents (\$0.44), 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.

Effective July 1, 2020, the Employer shall contribute the Training Partnership Rate or forty-one cents (\$0.41), whichever is higher, to the Partnership for each Medicaid-Funded Hour worked in the Employer's in-home care program.

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

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

Effective July 1, 2019, the Employer shall contribute the Training Rate or forty-four cents (\$0.44), 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.

Effective July 1, 2020, the Employer shall contribute the Training Partnership Rate or forty-one cents (\$0.41), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked in the Employer's in-home care program.

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

Each paid visit based service shall count as two (2) hours for the purposes of contributions to the Training Partnership.

Contributions required by this provision shall be made periodically as required by the partnership.



## **SECTION 24.4 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 25: FAMILY LEAVE MEDICAL, PRESCRIPTION DRUG, DENTAL AND VISION BENEFITS**

### **SECTION 25.1 FAMILY LEAVE MEDICAL, PRESCRIPTION, DENTAL AND VISIONS BENEFITS THROUGH THE TRUST**

In addition to employee health care, dental, prescription drug and vision benefits through the SEIU Healthcare NW Health Benefits Trust ("Trust") provided in Article 19, the Employer shall provide health benefits to eligible employees on FMLA during the complete life of this Agreement and any extension thereof.

### **SECTION 25.2 CONTRIBUTIONS**

The parties agree that the Employer will contribute an additional three cents (\$0.03) per each Medicaid and Non-Medicaid hour worked effective with hours worked in November 2019 (reported in December and paid by January 10, 2020) for the purpose of extending health coverage for employees on family and medical leave. 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. 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 Trust.

Contributions required by Section 19.3 shall be paid periodically as required by the Trust.

### **SECTION 25.3 ELIGIBILITY STANDARDS**

Eligibility for family and medical leave shall be certified by the Employer. Employee eligibility standards for health care benefits shall be determined solely by the Board of Trustees and as permitted under Article 19.

The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers.

## **SECTION 25.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

The Trust shall determine the appropriate level of contribution consistent with Article 19, if any, by eligible home care workers.

## **SECTION 25.5 TRACKING AND RE-OPENER**

The parties agree to advocate for an amendment to the Agency Parity law that would incorporate funding to cover the obligation of private agencies to extend health coverage for employees on leave. The Health Benefits Trust will track and report every six months on expenses related to extending health coverage for employees on leave. The parties agree to re-open this agreement July 1, 2020 for the sole purpose of bargaining over the funding necessary to cover health care for employees on leave.

## **ARTICLE 26: ELECTRONIC VISIT VERIFICATION**

It is anticipated that during the life of this agreement the Employer will implement use of electronic visit verification (EVV), either through state or federal regulation or of its own volition. The implementation of EVV or other electronic system would be an alternative to the use of timesheets, travel/mileage documentation and other employee paper documentation. The parties will negotiate over implementation of this technology if it conflicts with any portions of this collective bargaining agreement or if the economic interests of employees are implicated. The Employer and the Union agree to notify the other party no less than 90 days before negotiating over economic impacts or conflicts with this agreement.

## **ARTICLE 27: MANAGEMENT RIGHTS**

### **SECTION 27.1 EXCLUSIVE RIGHTS**

Except as otherwise specifically provided in this Agreement, the Employer has the exclusive right and discretion in selection and direction of the work force, including the right to hire, promote, transfer, schedule, demote, discipline and discharge for cause; to establish reasonable rules and penalties; to introduce new working methods, machines, operations and facilities; and to expand, reduce, discontinue and control the operation and business of the Employer.

### **SECTION 27.2 EXERCISE OF RIGHTS**

Both Parties recognize that it is to their mutual advantage and for the protection of clients to have efficient and uninterrupted services. The Union and the Employer will

mutually work together in good faith to cooperate with outside agencies, when appropriate, to ensure that the provision of services to clients will meet the highest standards attainable. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the Parties that such results will be possible. Both Parties agree that they will exercise their rights under this Agreement in a reasonable and responsible manner. Nothing in this article shall be construed as a waiver of the Employer's responsibility to engage in collective bargaining on the matters that are mandatory subjects of bargaining, absent such explicit waiver elsewhere in this Agreement.

## **ARTICLE 28: NO STRIKE OR LOCKOUT**

### **SECTION 28.1 STRIKE/LOCKOUT**

During the term of this Agreement, the Employer agrees not to lockout its employees covered by this Agreement, and the Union and its members agree not to tacitly or actively engage in any strike (including sympathy strike), slow down, picketing, boycotting, or hand billing that is derogatory toward the Employer, or observance of the same or in any refusal to work or to interfere in any manner with the Employer's business or operations or sanction any such actions. The scope of this provision shall be deemed to apply to any facility operated by the Employer, its parents, subsidiaries or affiliates, or managed by any of those entities pursuant to a management contract, including but not limited to ResCare, Inc.'s Resource Center or other facilities in Louisville, Kentucky. It is expressly understood that this Article prohibits SEIU 775, its members, or persons acting on its behalf, from engaging in any form of anti-ResCare, Inc. campaign or from distributing anti-ResCare, Inc. literature in any manner, by any means, during the life of this Agreement.

### **SECTION 28.2 SANCTIONS**

In the event any unit employee engages in conduct prohibited by Section 1 of this Article, the Union shall notify the employee that such conduct violates this Agreement and subjects them to possible discipline. The Union shall immediately disavow and condemn such activity and take all possible steps to bring such activity to an immediate end and to prevent any reoccurrence of any such activity in violation of this Article. The Union will also, within twenty-four (24) hours of notice of such actions by facsimile and/or letter to the Employer, advise that such activity by employees is unauthorized and in violation of the Agreement and set forth all steps taken or to be taken by the Union to end such Agreement violation by the employees involved.

## **ARTICLE 29: MODIFICATION AND PAST PRACTICE**

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written agreement between the Parties hereto. Subject to the other provisions of the Agreement, all conditions relating to wages, hours of work, and other terms, conditions and benefits of employment shall be maintained as in effect at the signing of this Agreement. The Employer will not enter any agreement or contract with employees that conflicts with the terms of this Agreement.

## **ARTICLE 30: 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, unless mutually waived by the parties. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

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

## **ARTICLE 31: SUCCESSORSHIP**

The Employer agrees to notify the Union no fewer than thirty (30) days in advance of a change of ownership. The Employer will advise any potential purchaser of the existence of a Collective Bargaining Agreement with SEIU 775. Recognition of the Union and acceptance of the terms and conditions of the Agreement through the Term by the successor business entity shall be a condition of any sale, purchase, or any other form of transfer of its business, in whole or in part, to any other person or entity.

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

Terms and conditions of the Agreement shall become effective July 1, 2019 unless otherwise specified in the Agreement and shall remain in full force and effect through June 30, 2021.

No later than two (2) weeks following the legislative approval of the 2019-2021 pattern home care Agreement between the State of Washington and SEIU, the Union will advise the Employer of anticipated changes in economics driven by the parity law and other economic factors. The Parties shall confer and agree upon changes to this Agreement no later than June 30, 2021.

## APPENDIX A: WAGE SCALES (BASE WAGES)

Cumulative Career Hours	July 1, 2019 – December 31, 2019	January 1, 2020 – June 30, 2020	July 1, 2020 – December 31, 2020	January 1, 2021 – June 30, 2021
0-2,000	\$15.50	\$16.00	\$16.40	\$16.72
2,001-4,000	\$15.75	\$16.25	\$16.60	\$16.87
4,001-6,000	\$16.00	\$16.50	\$16.80	\$17.02
6,001-8,000	\$16.20	\$16.75	\$17.00	\$17.20
8,001-10,000	\$16.40	\$17.00	\$17.20	\$17.40
10,001-12,000	\$16.60	\$17.20	\$17.40	\$17.65
12,001-14,000	\$16.80	\$17.45	\$17.70	\$17.90
14,001-16,001	\$17.40	\$17.75	\$18.00	\$18.55
16,000-20,000	\$17.65	\$18.00	\$18.25	\$18.80
20,001 and above	\$17.90	\$18.25	\$18.50	\$19.07

\*The Employer will comply with the Seattle Minimum Wage as it is adjusted over the life of this Agreement.

## APPENDIX B: WAGE SCALE, NON-MEDICAID SKILLED SERVICE HOURS IN WESTERN WASHINGTON

The following shall be the compensation rates for regular hours worked, beginning July 1, 2019 through the term of the Agreement for non-Medicaid skilled service-hours in Western Washington.

Service	Pay Rate
HHA/HCA per visit	\$35.00
HHA/HCA per visit - delegated	\$37.00
RN hourly	\$33.00
RN per visit	\$66.00
LPN hourly	\$28.00
LPN per visit	\$56.00
Live-In	The applicable and relevant minimum wage for 16-hour shifts with 8 hours of designated sleep time. Employees will be required to document any time they spend working during designated sleep time, and will receive pay for all hours worked.
Live-in delegated	One dollar (\$1.00) per hour more than the applicable and relevant minimum wage for 16-hour shifts with 8 hours of designated sleep time. Employees will be required to document any time they spend working during designated sleep time, and will receive pay for all hours worked.

## APPENDIX C: WAGE SCALE, NON-MEDICAID SKILLED SERVICE HOURS IN EASTERN WASHINGTON

The following shall be the compensation rates for regular hours worked, beginning July 1, 2019 through the term of the Agreement for non-Medicaid skilled service-hours in Western Washington.

Service	Pay Rate
HHA/HCA per visit	\$30.00
HHA/HCA per visit - delegated	\$33.00
RN hourly	\$30.00
RN per visit	\$60.00
LPN hourly	\$25.00
LPN per visit	\$49.00
Live-In	The applicable and relevant minimum wage for 16-hour shifts with 8 hours of designated sleep time. Employees will be required to document any time they spend working during designated sleep time, and will receive pay for all hours worked.
Live-in delegated	One dollar (\$1.00) per hour more than the applicable and relevant minimum wage for 16-hour shifts with 7 hours of designated sleep time. Employees will be required to document any time they spend working during designated sleep time, and will receive pay for all hours worked.



For SEIU 775

For ResCare HomeCare



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Sterling Harders, President



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Jeff Chapuran, Associate General Counsel

1/16/20

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Date

2/5/2020

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Date