

# Collective Bargaining Agreement

between

**SEIU 775**

and

**Korean Women's Association**

Effective July 1, ~~2019~~2021 - June 30, ~~2021~~2023

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## **ARTICLE 1: RECOGNITION**

Korean Women's Association (hereafter collectively referred to as the "Employer") recognize SEIU 775 (the "Union") as the sole and exclusive collective bargaining agent for all employees who are employed by the Employer throughout the State of Washington in the position of home care worker, who perform home care and personal services, or work in any position related to delivery of such in-home services, including but not limited to: home care workers, home care aide, caregivers, personal care assistants, Certified Nursing Assistants (CNA or NAC), Nurse Aide Registered (NAR), Licensed Practical Nurses (LPN or LVN), Registered Nurses (RN), Home Care Aide Specialist (HCAS), 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.

## **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. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, result in immediate termination of such employee, provided that the Union has given the employee fourteen (14) calendar days' notice that the employee's obligation to make payment has not been met and that the delinquency renders the employee liable to termination under this section. The Employer shall provide written notice to the Union of such discharge within thirty (30) calendar days. The Employer shall not be obligated to dismiss an employee for non-membership in the Union: (a) If the employer has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) If the employer has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

### **SECTION 2.2 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. If the dues/report is delayed, the Employer shall notify the Union when he dues/report will be delivered. 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 Union reserves the right to enforce the terms and conditions of each employee's signed membership card with regard to when authorizations for deductions may be revoked. The Employer shall honor the terms and conditions of each employee's signed membership card.

### **SECTION 2.3 POLITICAL ACCOUNTABILITY FUND (COPE)**

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a Political Accountability Fund (COPE) wage assignment authorization form. When filed with each Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until or unless revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) contributions will be promptly transmitted to the Union by separate check payable to the Union and identified as COPE deductions, at the same time as the ~~monthly~~ remittance of dues. Upon issuance and transmission of a check to the Union, each Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Political Accountability Fund (COPE) contributions hereby undertake to indemnify and hold each Employer harmless from all claims, demands, suits or other forms of liability that may arise against each Employer for, or on account of, any deduction made from wages of an employee.

### **SECTION 2.4 VOLUNTARY DEDUCTIONS**

Upon receipt of proper written authorization for such deductions from the employee, the Employer shall deduct and transmit voluntary contributions from the employee to one (1) or more payees designated by the Union. Each Employer shall deduct the sum specified from the pay of each employee who voluntarily executes a voluntary wage assignment authorization. When filed with each Employer, 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. The amount deducted and a roster of all employees using payroll deduction for voluntary deductions will be promptly reported to the Union and identified as Voluntary Deduction, at the same time as the ~~monthly~~ remittance of dues. Upon issuance and transmission of a check to the Union, each Employer's responsibility will cease with respect to such deductions.

## **SECTION 2.5 ELECTRONIC SIGNATURE AND VOICE AUTHORIZATIONS**

The parties acknowledge and agree that, consistent with the Electronic Signatures in Global and National Commerce Act (Pub. L. 106–229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96) the terms “authorize,” “authorized”, “authorization form” and “written authorization,” as used in this Agreement, include without limitation authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. Electronic records include electronically recorded phone calls, an online deduction authorization, or by any other means of indicating agreement so long as the Union can establish that such method is verifiable and allowable under state and federal law to the Employer’s satisfaction. The Union, therefore, may use electronic records and voice authorization to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records and/or voice authorizations of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

## **SECTION 2.6 MEMBERSHIP RECONCILIATION**

The Union will conduct a periodic reconciliation of the bargaining unit data related to membership, terminations and financial deductions. The Employer shall respond to the audit within fifteen (15) days of receiving the reconciliation from the Union. If the Employer is unable to complete the reconciliation within the fifteen (15) days, the Employer shall notify the Union and parties will mutually agree upon a new deadline.

## **SECTION 2.6-7 BARGAINING UNIT INFORMATION**

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and home address on file with each Employer. Each Employer shall provide a roster of all bargaining unit employees to the Union ~~on a monthly basis~~ within fifteen (15) calendar days after the end of the last pay period in the month. If the report is delayed, the Employer shall notify the Union when the dues/report will be delivered. This information shall be transmitted securely in a mutually agreeable format. The roster shall include each employee’s: first, middle and last name, social security number, gender, birthdate, home address, mailing address, home phone number, cell phone number, alternative phone number (if any), email address, office or unit where the employee is assigned, job classification(s), FTE status, pay period start date, pay period end date, shift, rate(s) of pay, gross pay, hours worked in the month (or month-to-date in the event of twice-monthly pay), total hours accrued as an employee of each Employer or hours credited towards a wage scale step year-to-date, amount and rate of any special differential pay, PTO hours paid, PTO hours balance, date of hire, amount paid in dues, dues percentage, amount paid in

COPE (if applicable), amount paid in voluntary deductions (if applicable), and date of termination. Each Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or other reason. All information required to be transmitted under this Agreement shall be transmitted in the secure electronic format agreed upon by each Employer and the Union.

Upon receipt of the membership list submitted to the Union, the Employer agrees to verify within ten (10) days via electronic notification that the Employer's records accurately reflect the membership status of each employee listed in the membership list provided by the Union. The Employer shall identify any discrepancies between the membership list and its records.

## **SECTION 2.7-8 DATA SECURITY**

The Employer agrees that the following information is confidential, and shall not be released by the Employer to any third party, except as necessary to comply with the provisions of this Agreement, in response to a valid subpoena or discovery request in pending litigation, in connection with a governmental investigation, or otherwise as required by law:

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.

To the extent permissible under the law, the Employer shall provide a copy of the request and any other materials submitted as part of the request at the time of notification. Except as may otherwise be required by law, the Employer shall provide the Union notice within a reasonable period, generally at least fourteen (14) days, to review and challenge the scope of the request prior to the Employer's response to the disclosure request. The Employer agrees to consider the Union's response prior to disclosing any information about bargaining unit members.

## **SECTION 2.8-9 MEMBERSHIP FORMS**

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

## **ARTICLE 3: UNION RIGHTS**

### **SECTION 3.1: ADVOCATES**

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

### **SECTION 3.2: ADVOCATE RECOGNITION**

The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in contract enforcement. These activities are defined as time spent in grievance investigation or meetings, and in services as mutually agreed upon by the Union and the Employer. Advocates shall have the obligation to inform their supervisors when they will be utilizing advocate time, and shall follow all usual scheduling procedures to ensure client care coverage. Such paid time shall be counted for the purpose of overtime computation or credited towards the employee's Cumulative Career Hours in order to ensure continuity of benefits from the Health Benefits Trust and the Training Partnership.

### **SECTION 3.3: BULLETIN BOARDS**

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

### **SECTION 3.4: NEW EMPLOYEE ORIENTATIONS, IN-SERVICE TRAININGS, AND CONTINUING EDUCATION**

An integral part of each employee's tenure with the Employer is an understanding of this Agreement and the role of the Union in the employment setting. As such, representatives designated by the Union shall be permitted to attend the Employer's new employee orientations, within the first half of every new employee orientation during regular working hours. The Union may make its presentation in person or by phone, or by video conference if the orientation meeting is conducted in that matter. New employees will be paid by the employer during these times, for a maximum of twenty (20) minutes. Whenever possible, the employer shall provide the Union with forty-eight (48) hours' notice of a new employee orientation including time, office location, number of employees and language preference of those scheduled to attend.

The Employer will, at least twice per month, provide a list to the Union of all new hires which includes the employee's name, complete mailing address, home and cell phone number, email address and partial Social Security number. This information shall be transmitted through a mutually agreed upon secure electronic format.

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

Additionally, new caregivers will be scheduled to attend one thirty (30) minute "Union Time" presentation during the required basic training of homecare workers. Such time will be paid time. Continuing caregivers will be scheduled to attend one fifteen (15) minute "Union Time" presentation each calendar year that is connected with a Continuing Education Class. Such time will be paid time. An employee must present satisfactory proof of attendance to be paid for any "Union Time" presentation.

Annually, the employer shall provide the Union with at least ten (10) days' notice of any in-service or all-staff, and the time designated for a thirty (30) minute presentation by a designated Union representative.

### **SECTION 3.5: ACCESS TO THE EMPLOYER'S OFFICES**

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

### **SECTION 3.6: ACCESS TO THE EMPLOYER'S FILES**

The employee or his/her Union representative shall have the right to examine the employee's personnel file. If the employee is not present, the employee may provide written authorization to enable the Union representative to examine the file in the absence of the employee. Only appropriate information shall be maintained in an employee's personnel file. Employees may request that a document be removed from their personnel file. 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 9.

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

### **SECTION 3.7: MEETING ROOMS**

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

### **SECTION 3.8: EMPLOYER PAYROLL WEBSITE**

The Employer shall display a link to the Union website on the opening webpage of the online payroll website. When an employee logs into the payroll website, the initial screen will include notification of new message(s) from the Union. The notification box of the initial page shall be sufficient to provide detail of sender and subject of the message. The subject matter and the content of the notification message shall be in compliance with applicable state law. The Union shall provide materials to be included in notifications no later than twenty-one (21) days prior to the day notification will be sent.

### **SECTION 3.9 UNION LEAVE**

An employee on an approved Union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave.

#### **3.9.1 HOME CARE ADVOCACY DAY**

The Employer agrees to grant up to twenty-five (25) bargaining unit employees, based on a first-come, first-served basis, two (2) 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 Home Care Advocacy Day 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. For payroll purposes, the Union will provide a list verifying those employees who actually attended Home Care Advocacy Day.

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

### **SECTION 4.1 EQUAL OPPORTUNITY**

The Employer agrees that qualified applicants for employment will be considered without regard to race, ethnicity, color, physical and/or mental disability, marital status, national or tribal origin, ancestry, gender, sexual orientation or perceived sexual orientation, gender identity or perceived gender identity, age, religion, creed, pregnancy status, citizenship status, domestic partner, genetic information, Veteran status, lawful political beliefs/actions/affiliations, Union membership or activities, or other characteristics or considerations made unlawful by federal, state, or local law or by government 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 Employer and the Union also commit to support equal employment opportunity and affirmative recruitment to ensure a diverse workforce. All employees, including supervisors, share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees shall be treated fairly and with dignity and respect.

The parties are committed to equal opportunity employment. Equal employment opportunity applies to every phase of the employment relationship, including but not limited to recruiting, hiring, placement, training, promotion, transfer, upgrading, demotion, termination, layoff, recall, discipline, compensation and benefits, use of facilities, and participation in all employer-conducted team member activities. The Employer and the Union shall develop a way to produce the parties' collective bargaining agreement (as individual articles or in summaries), in other languages, as requested by employees, to ensure inclusion and acknowledgement of employee who's first language is one other than English; this topic can be a subject for discussion at the Labor Management Committee.

The Employer endeavors to provide a workplace and enact employment practices and procedures which respect, cultivate, and enhance a diverse and inclusive workforce

#### **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. The establishment of these policies will be in conjunction with the Workplace Safety Committee (Article 12 of this Agreement). 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.

It is the responsibility of the Employer to ensure that all employees are aware of the Employer's anti-harassment and anti-discrimination policies.

#### **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. It is the right of clients, in the privacy of their home, to choose the employee with whom they feel the most comfortable. The Employer supports client rights. If a client wishes to change employees, for any reason, the Employer will respect the right of the client to do so. If a client chooses

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

## **ARTICLE 6: PROBATIONARY PERIOD**

The first seven hundred and fifty (750) hours worked during any employment or re-employment shall be the probationary period for all new or returning employees provided that the probationary period shall not exceed seven (7) months. The Employer and the Union may agree to extend the probation period for an employee who has worked substantially less than 750 hours in the initial seven months or for other sufficient reason. Any extension of the probation period shall be in writing and shall be to a date certain. During this period the Employer shall provide specific orientation to the job performance expectations, to the agency and to the agency's services and programs, and to the people/clients served by the agency. Supervisors shall monitor performance during this time and will provide appropriate feedback to the employee, to help the employee successfully complete the probationary period. If requirements of the job are not being met, the Employer shall seek to counsel the employee to correct the defined deficiencies. If satisfactory improvement does not result, the probationary employee may be disciplined or terminated in the sole discretion of the Employer without further notice or recourse to the grievance procedure. The discipline or discharge of an employee who is in probationary status shall not be in violation of this Agreement. Probationary employees are covered by the terms and conditions of this Agreement except as specifically noted and retain the same legal rights as other employees under the National Labor Relations Act and applicable local, State and Federal laws. Employees completing the probationary period shall be credited with seniority retroactive to date of hire. Seniority shall be based on hours in accordance with the wage schedules set forth in this Agreement.

## **ARTICLE 7: SENIORITY**

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



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

### **SECTION 8.1 JUST CAUSE AND RIGHT TO REPRESENTATION**

#### **8.1.1 Just Cause and Progressive Discipline.**

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

#### **8.1.2 Serious Misconduct.**

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

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

#### **8.1.3 Fact Finding.**

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

### **SECTION 8.2 NOTIFICATION OF FORMAL DISCIPLINARY ACTION / WRITTEN JUSTIFICATION FOR DISCIPLINE FOR CAUSE**

In the case of any written reprimand (written warning), suspension, economic sanction, or termination/discharge for cause, an Employer shall give a copy of the disciplinary action to the employee, stating the reasons for the discipline. The document shall include a line for

the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice:

“Signing this document indicates that you have received a copy but does not indicate that you agree or disagree with its contents. You may have the right to contest this action through filing a grievance, if you believe this action violates the Union contract. You may contact your Union advocate or the SEIU 775 office at 1-866-371-3200.”

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

### **SECTION 8.3 SUSPENSION OR DISCHARGE**

Within forty-eight hours (48) after any suspension or discharge for cause, an Employer shall notify the Union in writing (by fax or email) of the suspension or discharge and the reason for this action and shall attach a copy of the disciplinary notice signed by the employee or provided to the employee. Employees who are suspended may use any accrued, paid leave during their period of suspension.

### **SECTION 8.4 INVESTIGATION OF JUST CAUSE BY UNION**

An advocate or Union representative shall have the right to interview employees and management personnel and gather information concerning disciplinary matters. Such interviews shall not interfere in any way with an Employer’s business activity. Should a client complaint be involved, the applicable Employer will attempt to provide a copy of the clients’ written complaint, if any, with all identifiers removed, so long as the removal of identifiers adequately protects the confidentiality rights of the client and the provision of the complaint does not violate federal, state, local laws or regulations.

### **SECTION 8.5 EMPLOYER RULES**

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

### **SECTION 8.6 PERSONNEL FILES**

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

#### **SECTION 8.7 APS OR REGULATORY INVESTIGATIONS**

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

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

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

Employees who are suspended from working pending investigation and that are not offered other work or hours, may use any accrued and available paid time off during their suspension unless offered other shifts or work by the Employer while the investigation is ongoing. If an employee's suspension is rescinded and the employee is exonerated, any used and paid time off during the suspension will be placed back into the member's available PTO hours.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

### **SECTION 9.1 DEFINITION**

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

Grievances concerning discharge, discrimination as defined in this Agreement, or grievances filed by the Union shall be filed initially at Step Two.

A grievance is also defined as a claim by the Employer as an alleged violation of the terms of this Agreement or as to the interpretation of a provision or provisions of this agreement.

### **SECTION 9.2 TIME LIMITS, MEETINGS, AND NOTIFICATIONS**

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

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

### **SECTION 9.3 GRIEVANCE STEPS**

Union/Member filed Grievances shall be handled in the following manner:

#### **9.3.1**

**Step One:** The grievant, advocate and/or Union representative shall present a grievance in writing to the grievant's immediate supervisor within fifteen (15) calendar days from the date of the occurrence of the facts or from the date the alleged violation first became known, whichever is later. The Union representative and the KWA Human Resources Director or Designee shall discuss the issue within ten (10) calendar days of receipt of the written grievance. The KWA Human Resources Director or Designee shall respond in writing to the grievance within ten (10) calendar days of the presentation to agree to resolve the grievance or to deny the grievance. The response shall be addressed to both the grievant and the Union. Should the KWA Human Resources Director or Designee fail to respond

within this time frame, the Union shall have the right to forward the grievance to the next step.

### 9.3.2

**Step Two:** If no resolution or settlement is reached at Step 1, the grievance may be advanced by the Union in writing to the KWA In Home Care Director at Step 2. The grievant or Union shall file this written grievance within fifteen (15) calendar days after his/her receipt of the Step One decision or when one was due in Step One. A meeting with the KWA In Home Care Director or representative, the grievant and a Union representative shall be held not later than fifteen (15) calendar days after receipt of the written grievance. An employee who attends meetings outside of scheduled working hours shall be paid for the time spent at their normal rate of pay. The Program Director's response shall be in writing, addressed to the grievant and the Union, and within fifteen (15) calendar days of the Step Two meeting. The KWA In Home Care Director's response shall be final and binding on the employee, the Union, and the Employer unless it is timely appealed to arbitration by the Union in accordance with this Article.

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

**Mediation (Optional).** Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step Two. Neither party is obligated to agree to mediation and either party may decline mediation in its sole discretion. If mediation is mutually agreed, a mediator shall be selected within ten (10) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service, or otherwise by mutual agreement. The selected mediator shall hear the presentation as soon as all parties are reasonably able to do so, but not more than thirty (30) days from the selection of the mediator unless an extension is agreed to by the Employer and the Union. The mediator shall issue a recommendation that day or on a timely date mutually agreed to by both parties. Should the mediation resolution be unacceptable to the Union or the Employer, the Union shall reserve the right to proceed to arbitration. Time limits for filing for arbitration shall be stayed when the matter is in mediation.

### 9.3.3 Employer-Filed Grievances

The Employer will file a grievance with the designated Union staff representative. The Union will respond in writing to the grievance within ten (10) calendar days of the presentation. If the grievance is not resolved at this stage, the Employer may submit the grievance to mediation through the Federal Mediation and Conciliation Service or another mediator acceptable to the parties. The mediation shall be completed within forty-five (45) days

of the Union's response. If the grievance is not resolved at mediation, then the Employer shall have the right, within the next fifteen (15) calendar days, to advise the designated Union representative that the Employer is forwarding the grievance to a neutral arbitrator for final and binding resolution in accordance with the provisions of Section 9.6.

#### **SECTION 9.4 WRITTEN GRIEVANCE**

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

#### **SECTION 9.5 REQUEST FOR ARBITRATION**

Within fifteen (15) calendar days of the written response from the KWA In Home Care Director in Step Two, or if no response is received by the Union within the applicable time limits at Step Two, or the mediator's decision under optional mediation, the Union shall have the right to advise the Employer's CEO that the Union is forwarding the grievance to a neutral arbitrator for final and binding settlement. The Union must notify the Employer's CEO in writing of its intent to arbitrate. The time limits for filing for arbitration may be extended by mutual written agreement of the official representatives of both Parties.

#### **SECTION 9.6 ARBITRATION**

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

The Federal Mediation and Conciliation Service (FMCS) shall provide a list of five (5) arbitrators to the Union and to the Employer.

Within five (5) working days after receipt of the list of arbitrators, the Parties shall select an arbitrator through the process of elimination by alternately striking names. The Party to strike first shall be selected by a coin toss.

OR

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

The jurisdiction of the impartial arbitrator is limited to:

Adjudication of the grievance setting forth the issue or issues to be arbitrated;

Interpretation of the specific terms of this Agreement or past practices of the Employer which are applicable to the particular issue presented to the arbitrator;

The rendering of a decision or award that in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or that is in conflict with any of the provisions of this Agreement;

The rendering of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective Parties; and,

The rendering of a decision involving the administration or interpretation of insurance plans or contracts. The arbitrator shall not have jurisdiction over internal rules of the insurance plans or contracts which are outside the Employer's or the Union's control.

The parties agree to work to establish a permanent panel of arbitrators within 120 days of contract execution. When established, arbitrator selection shall be made from the permanent panel according to the terms of the document creating this permanent panel.

#### **SECTION 9.7 ARBITRATION DECISION AND COSTS**

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

#### **SECTION 9.8 ELECTRONIC COMMUNICATIONS**

Notifications of grievances as well as notifications of mediation and arbitration may be presented by either party in an email which will serve as a "writing" for purposes of this Article.

### **ARTICLE 10: VACANCIES**

#### **SECTION 10.1 OPEN POSITIONS**

In order to ensure that all interested employees are advised of employment opportunities, notice of job vacancies for regular full or part time positions will be sent to the Union, and job announcements will be posted on designated bulletin boards in the office. In addition,

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

## **SECTION 10.2 NOTIFICATION OF AVAILABLE HOURS**

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

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

## **SECTION 10.3 JOB DESCRIPTIONS**

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

## **ARTICLE 11: LABOR-MANAGEMENT COMMITTEES**

### **SECTION 11.1 PURPOSE**

The Parties shall establish one Labor Management Committee per Employer in this Agreement. The purpose of the Committees shall be to consider matters affecting the relations between the applicable Employer, and the employees, and to recommend



measures to improve the quality of client care in specific and throughout the industry; provided, however, the Committees shall not engage in negotiations, nor shall the Committees consider matters properly the subject of a grievance unless mutually agreed by the Parties.

### **SECTION 11.2 COMPOSITION, SCHEDULE, AND PROCESS**

Each Committee shall be composed of the following members:

One (1) Union representative per office except that there shall be three (3) representatives from the Tacoma office of the Employer, and an equal number of representatives of management

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

Each Committee shall be co-chaired by one of the Union representatives and one of the Employer representatives. The Committee may also decide to rotate facilitation of meetings.

Each 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 for each Committee will prepare an agenda to be presented to their Committee at least three (3) working days 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 a 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 twenty-five (25) working days after the meeting of a Committee or at the following Committee meeting by agreement.

Each Committee will address each recommended agenda item in writing within one (1) month to the members of the Committee. Should any item(s) be referred to another person or body, such person(s) shall report decisions or actions to the Committee within one month.

### **SECTION 11.3 EMPLOYEE HANDBOOK**

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

## **SECTION 11.4 HOME AND COMMUNITY-BASED CARE INDUSTRY FORUM**

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

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

### **SECTION 12.1 RIGHT TO SAFE WORKING CONDITIONS**

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employee shall be required to work in any situation that would threaten or endanger ~~his/her~~ the employee's health or safety and the Employer shall ~~make a good faith effort to~~ notify employees of any health or safety risks prior to a client assignment and employees have the right to decline working for a client who lives in a situation which could threaten their health and safety. Such situations include but are not limited to: bodily harm to the employee; threatening behavior of the client or persons present in the household to the employee; sexual harassment of the employee by the client or by persons in the household; or any other situation that would be a threat to the employee's health. The employee will immediately report to their Employer any working condition that the employee believes threatens or endangers the health or safety of the employee or client.

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

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

## **SECTION 12.2 SAFETY EQUIPMENT & SUPPLIES**

No employee shall be required to provide at his/her/their own expense safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, KN95 masks and protective eyewear 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/their - supervisor.

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

## **SECTION 12.3 CLEANING EQUIPMENT & SUPPLIES**

No employee shall be required to provide at his/her own expense cleaning equipment, supplies, or protective garments to perform any task for a client. If such a situation arises where there are insufficient supplies or cleaning materials, the employee will report the situation immediately to his/her supervisor.

## **SECTION 12.4 VACCINATIONS**

The Employer will offer, at no cost to the employee, Hepatitis A and B vaccinations. Employees shall receive, upon request, flu shots as prescribed by medical standards. The Employer will continue to follow federal and state guidelines for Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination.

## **SECTION 12.5 SAFETY COMMITTEE**

The Employer shall maintain its Safety Committee, consistent with applicable state and/or federal laws, including SB 6205. The Employer shall continue to implement a plan that prevents and protects employees from abusive conduct, to assist employees working in environments with challenging behaviors, and work to resolve issues impacting the provision of personal care. This plan should be reviewed annually and updated at least once every three years. The plan shall be developed and monitored by the safety committee.

The Union and the Employer agree to confer on the most efficient method to manage the Safety committee, including having the Labor Management Committee or a subcommittee thereof function as the Safety committee. The Union may designate up to three (3) members of the bargaining unit to serve on each Safety Committee. Participation in a Safety Committee shall be considered time worked.

## **SECTION 12.6 ON-CALL SUPPORT**

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

## **SECTION 12.7 IMMIDENT DANGER**

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

## **SECTION 12. 8 BLOODBORNE PATHOGEN TRAINING AS PART OF CONTINUING EDUCATION**

As required by WAC 296-823, all KWA care givers will complete training regarding occupational exposure to blood borne pathogens on annual basis.

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

### **SECTION 13.1 CHECK STUB**

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

The Employer agrees to provide reasonable assistance to help train employees on how to access the furnished electronic record.

### **SECTION 13.2 PAY PERIOD**

Payment of wages shall be twice monthly, if a payday falls on a Saturday, the electronic deposit will be made the preceding Friday. If a payday falls on a Sunday electronic deposit will be made on the following Monday, unless the Monday distribution date is one of the recognized holidays, or a day when an Employer's office is scheduled to be closed for business; in such case, the electronic deposit will be made on the preceding Friday or immediate preceding business day. An employee may request an ADP debit card (or equivalent) in lieu of an electronic deposit.

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

The 15<sup>th</sup> and last day of each month.

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

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

The 15<sup>th</sup> and last day of the month.

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

### **SECTION 13.3 CHECK CORRECTIONS**

In the event an employee does not receive ~~his/her~~their paycheck on payday or is underpaid due to administrative error, a new check shall be issued within six (6) calendar days from the pay date 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 13.4 DIRECT DEPOSIT**

Direct depo sit for employees of Korean Woman' s Association shall be required, provided an employee may elect to receive a debit card instead. All payments in an electronic payroll system will be made by direct deposit (or by debit card payment for employees without bank accounts). Korean Women's Association shall provide computer access at each of its offices for employees to access their pay records. This computer access shall be available on request, provided such requests occur during regular business hours. Any reference to "paycheck" in this Agreement for Korean Women's Association shall mean the direct deposit (or debit card payroll payment) and/or the associated electronic payroll statement.

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

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

All employees will be provided with a written job description stating what will be required of them in the job position and classification. In order to help assure the best quality of care, and continuity of care, upon receiving assignment to a client, the employee will review with their supervisor a detailed care plan (service plan) designating what specific care is required for each particular assigned client. Employees are not authorized to make any changes to the care plan. If problems arise with a client's or employee's understanding of the care plan, 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 will make a reasonable effort to communicate to employees any dangers known to the employer assigning an employee to that 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.

## **ARTICLE 15: LEAVES OF ABSENCE**

### **SECTION 15.1 UNION LEAVE**

#### **15.1.1 Leave to Hold Office/Employment**

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

#### **15.1.2 Leave to Conduct Union Business**

A leave of absence without pay shall also be granted for no more than ninety (90) days to conduct Union business provided fifteen (15) days written notice is given. 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.

#### **15.1.3 Seniority Accrual**

An employee on an approved Union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. For the purposes of Union Leave, all hours worked for the Union shall count as "hours worked" as defined in the CBA to a maximum of the employees regularly scheduled hours per month per employee, including wage progression, but excluding eligibility and contributions to the Health Benefits Trust

and Training Partnership. An employee on Union Leave shall not earn PTO or other compensation while on Union Leave. In order to ensure continuity of benefits from the Health Benefits Trust and the Training Partnership, of up to six months for each Union Leave, all hours worked for the Union shall count as “hours worked” as defined in the CBA for the purposes of Health Trust contributions, and the Union shall make contributions directly to the Training Partnership and Health Benefits Trust, as if it were the Employer on all hours worked. In no event shall benefits from the Health Benefits Trust of Training Partnership under this provision continue for more than six consecutive months.

## **SECTION 15.2 BEREAVEMENT LEAVE**

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

## **SECTION 15.3 GENERAL**

Employees shall be entitled but not limited to all rights and privileges provided in the Family and Medical Leave Act (FMLA) of 1993, and other federal and state laws regulating pregnancy and/or medical leave as outlined by the Employer’s policy or defined by statute.

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

Employees may request a leave of absence by presenting a written request thirty (30) calendar days prior to leave date or as soon as possible to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of the Employer except that the Employer shall grant leave of absence without pay for the following reasons and minimum lengths of time:

Family leave – per FMLA and/or state law, whichever is greater;

Medical leave – per FMLA and/or state law, whichever is greater; and

Military and active duty leave – as provided by federal law.

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

employee to another available position with equivalent pay and benefits that better accommodate the Employee's scheduling needs.

### **15.3.2 Return from Leave of Absence**

The employee taking a leave of absence is entitled to return to his/her same position. 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.

### **15.3.3 Return to Work Program**

When feasible the Employer will provide alternative work opportunities to employees injured on the job. The Employer shall work closely with the employee and his/her physician to determine if and when the employee can return to modified duty, and what assignments and/or activity level is appropriate.

## **SECTION 15.4 FAMILY & MEDICAL LEAVE**

Pursuant to the Family and Medical Leave Act (FMLA) of 1993 and applicable Washington state law, family and/or medical leave of absence is defined as an approved absence available to employees. Upon completion of one (1) year of employment, an employee who has worked at least 1250 hours during the previous (12) months shall be entitled to up to twelve (12) weeks of leave in a twelve (12) month period to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. Extended leave may be available in accordance with FMLA for eligible employees to care for a military family member who is recovering from a serious illness or injury sustained in the line of duty.

An employee on leave may use a combination of paid and unpaid time in a twelve (12) month period. The Employer shall maintain the Employer's contribution to the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefits that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

Under Washington state law (Washington's Family Leave Act "FLA"), eligibility is granted to an employee who has been employed for at least twelve (12) months and has worked at least 1250 hours in the 12-month period preceding the requested leave. Family Medical Leave may be taken: upon the birth of the employee's child; upon the placement of a child with the employee for adoption or foster care; when the employee is needed to care for a child, spouse, domestic partner, parent, stepparent, stepchild, or, who has a serious health



condition; or when the employee is unable to perform the functions of his or her position because of the employee's own serious condition.

### **SECTION 15.5 MILITARY LEAVE**

An employee required to attend military reserve or national guard training or who is called to active duty shall be granted a leave of absence with no loss of seniority or benefits. Such military leave shall be unpaid, except that the employee may elect to use any earned PTO. Reinstatement to work shall be in compliance with the federal USERRA and applicable laws.

### **SECTION 15.6 MILITARY CAREGIVER LEAVE**

The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury or illness up to a total of twenty-six {26} work weeks of unpaid leave during a single twelve {12} month period to care for a service member as required under the Federal Family and Medical Leave Act. A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on temporarily disability retired list for a serious injury or illness. A serious injury or illness is that which was incurred by the service member in the line of duty that may render the service member unfit to perform the duties of his or her office, grade, rank or rating. The "single twelve (12) month period for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve

(12) months later, regardless of the twelve (12) month period established by the employer for

other types of FMLA Leave. An eligible employee is limited to a combined total of twenty-six (26) work weeks of leave for any FMLA-qualifying reason during a single twelve (12) month period. Only twelve (12) of the twenty-six (26) weeks total may be used for the FMLA qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with the U.S. Department of Labor Relations.

### **SECTION 15.7 MILITARY SPOUSE LEAVE**

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided

under this provision. The employee must provide his or her supervisor with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

## **SECTION 15.8 MATERNITY LEAVE**

In accordance with applicable law, a leave of absence shall be granted upon request of the employee for the period of disability for maternity purposes, without loss of benefits and seniority accrued to the date such leave commences. If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary disability, the employee shall return to her prior position and former full-time and part-time status. The employee shall use previously accrued PTO during the period of disability and to the extent accrued. Prior to an employee's return to work from a maternity leave, the Employer may require a statement from a licensed physician attesting to such employee's capability to perform the work required of her position.

### **15.8.1 Extended Maternity Leave**

Consistent with applicable laws, an employee may be eligible for time off beyond maternity leave to care for a newborn under the family medical leave act or through health leave or personal leave. An employee who requests and is granted an extension of leave beyond the period of her actual temporary disability shall, upon return to work, be reinstated to such employee's former position, if vacant, or to the first available job opening for which the employee is qualified.

## **SECTION 15.9 DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE**

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

## **SECTION 15.10 OTHER FORMS OF LEAVE**

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

## **ARTICLE 16: HOLIDAYS**

### **SECTION 16.1 DESIGNATED HOLIDAYS**

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. July 4<sup>th</sup> (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 16.2 PREMIUM PAY HOLIDAYS**

### **16.2.1 Rate**

Employees who are assigned to work on one of the holidays (a-f) marked with \* above shall be paid one and one-half times (1.5X) their regular rate of pay for all hours worked on the holidays designated with an \*. If an employee is not assigned to work and does not work on the holiday, she/he shall not be paid the holiday premium pay. Employees who do not work on one of the holidays (a-f) above shall be allowed to use any accrued leave up to eight (8) hours upon request.

### **16.2.2 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. The Employer shall advise regularly assigned workers that service to their client will not be required on one or more of the premium pay holidays listed above in (a-f) at least four (4) weeks in advance of the holiday date.

### **16.2.3 Open holiday premium pay shifts**

Should a regularly assigned employee be requested to work on one of the premium pay holidays listed above (a-f), and decline that assignment, the Employer shall offer the hours to the most senior qualified employee who volunteers for the hours.

### **16.2.4 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 18.2 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, she/he shall not be eligible for holiday premium pay.

#### Recognized Days

Easter

Yom Kippur

Eid Al Fitr

A personal holiday for religious observance or celebration

## **ARTICLE 17: TRAVEL PROVISIONS**

### **SECTION 17.1 TRAVEL PAY AND MILEAGE**

#### **17.1.1 Windshield time**

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

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

#### **17.1.2 Mileage reimbursement**

Employees driving their own vehicles between assigned work locations and clients, and for authorized client errands shall be reimbursed for mileage at the IRS rate minus ten (10) cents per mile. ).

Should the employee have a break of more than one (1) hour between clients, the between-client mileage reimbursement will not apply. The Employer may set limits on the total number of miles in a month the Employee may be reimbursed for client errands, consistent with the Employer’s contract(s) with the Area Agency on Aging, or Department of Social and Health Services regulations or contracting criteria. The number of miles reimbursable for travel between assigned clients shall not be limited. The Employer retains

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

### **17.1.3 Disputes about reimbursement**

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

## **SECTION 17.2 INSURANCE AND DRIVER'S LICENSE**

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

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 17.3 DOCUMENTATION OF EXPENSES**

Employees must present required documentation of any mileage or 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 17.4 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 to working under this Agreement.

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

## **SECTION 18.1 COMPREHENSIVE BENEFIT PACKAGE THROUGH THE TRUST**

The Employer shall provide employee health care, dental, prescription drug and vision benefits through the SEIU Healthcare NW Health Benefits Trust ("Trust") during the complete life of this Agreement and any extension thereof. The Employer, the Trust, and the carriers participating in the Trust shall coordinate to provide benefit plan design and enrollment information to eligible employees.

## SECTION 18.2 CONTRIBUTIONS

### 18.2.1 Hourly contribution rate

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

Contributions for the health and safety benefit as described in Section 18.2.2 and 18.2.3 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.

### 18.2.2 Medicaid-Funded Hours Worked

Effective July 1, ~~2019~~2021, the Employer shall contribute the Healthcare Rate or three dollars and ~~fifty four~~seventy-nine cents (\$~~3.54~~79), 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.~~

Effective July 1, 2022, the Employer shall contribute the Healthcare Rate or three dollars and ninety-eight cents (\$3.98), whichever is higher, to the Trust for each Medicaid-Funded Hour worked.

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

### 18.2.3 Non-Medicaid-Funded Hours Worked

Effective July 1, ~~2019~~2021, the Employer shall contribute the Healthcare Rate or three dollars and ~~fifty four~~seventy-nine cents (\$~~3.54~~79), 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.~~

Effective July 1 2022, the Employer shall contribute the Healthcare rate or three dollars and ninety-eight cents (\$3.98), whichever is higher, to the Trust for each Non-Medicaid-Funded Hour worked.

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

### **SECTION 18.3 ELIGIBILITY STANDARDS**

Employee eligibility standards for health care benefits 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/documentation, disenrolling ineligible workers and providing COBRA notifications and follow up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and disenroll ineligible workers. The Employer shall provide information on the Trust's benefits to all employees during the on-boarding process.

### **SECTION 18.4 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.

### **SECTION 18.5 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.

### **SECTION 18.6 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 18.7 INDEMNIFY AND HOLD HARMLESS**

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

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

### **SECTION 19.1 ACCRUAL**

Employees shall be eligible to accrue and use paid time off (PTO) benefits. PTO benefits can be used for Sick Time, Vacation Leave and Personal Leave. Employees shall accrue, but not be able to use paid leave during their introductory period, except employees may use PTO after the first ninety (90) days of employment for sick leave use per state law.

PTO shall accrue according to the following chart or formula:

- a. Employees shall accrue one (1) hour of paid time off for every) twenty eight (28) hours worked. Effective January 1 ,2021 employees will accrue one (1) hour of paid time off for every twenty five (25) hours worked.
- b. 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.

Each employee's leave balance will be shown on the pay stub of the second paycheck of every month.

### **SECTION 19.2 USE OF PAID TIME OFF AND SCHEDULING**

Employees shall be eligible to take paid leave in one-hour (1) increments after their initial probationary period. 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. PTO may also be used for absence due to the illness in the immediate family, once notification to the Employer is given. Supervisors will make reasonable efforts to communicate about whether leave has been approved,



disapproved or otherwise respond within seven (7) calendar days of the leave request is submitted by an employee.

## **SECTION 19.3 PTO CASH-OUT**

### **19.3.1 Cash-out and exceptions**

Non-probationary employees who terminate shall be paid for all unused, accrued paid time off, up to a maximum of one-hundred and twenty (120) hours, unless:

- They quit without notice;
- Are terminated for just cause;
- A reasonable number of documented attempts have been made to offer an employee work over a sixty (60) day period and employee refuses to work without good cause, with written notice to the employee at sixty (60) days, as stated in Employer Policy. Determination of reasonableness will be subject to Article 9: Grievance Procedure;
- They refuse to work up to the date submitted as notice of voluntary separation.
- Employee has failed to maintain contact with employer for sixty (60) or more days.
- Employees cannot cash-out hours to less than 10 while still actively employed.

If an employee quits without notice, due to no fault of their own, they may be paid the full PTO. The Employer reserves the right to verify any exception of this provision. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

### **19.3.2 Utilization of Sick Leave**

Employees who have accrued paid leave time shall be eligible for paid leave for any period of absence from employment which includes but is not limited to the employee's illness; injury; temporary disability; medical or dental care; or to attend to members of the employee's or the employee's spouse's immediate family or domestic partner or domestic partner's immediate family, where the employee's presence is required because of illness or as otherwise required by the state or federal Family Medical Leave Act or other State law.

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

## **SECTION 19.4 NOTICE AND PROOF OF ILLNESS**

Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. Employees will be expected to notify their supervisor of illness at least two (2) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement. The Employer reserves the right to require reasonable proof of illness if the absence from work lasts beyond three (3) consecutive scheduled work days. The Employer also may require a doctor's release to

return to work in the event that the absence from work exceeds three (3) consecutive scheduled work days.

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

## **SECTION 19.5 COMBINATION WITH OTHER BENEFITS**

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

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

### **SECTION 20.1 WAGE SCALE AND WAGE PROGRESSION**

#### **20.1.1 Wage Scale**

Employees covered by this Agreement shall be compensated according to the wage scale schedule set forth in Appendix A. Employees shall advance along the wage scale based on hours of service to the Employer. An employee's total cumulative hours shall be itemized and labeled on the employee's pay stub at least monthly.

All new employees shall be placed on the wage scale schedule set forth in Appendix A at the entry step unless they are credited with a step for prior experience. Employees will be credited for previous verifiable experience as a caregiver/home care aide, certified nurse's assistant (CNA), or an equivalent or greater medical license. Previous verifiable caregiver experience must be submitted within thirty (30) days of employment to be applicable.

#### **20.1.2 Wage Progression**

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

### **SECTION 20.2 CNA OR CERTIFICATION DIFFERENTIAL**

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

### **SECTION 20.3 CLIENT / SERVICE INACCESSIBLE PAY**

If an employee is unable to provide service to a client due to the client's failure to answer the door, if the client is not home, or if the client cancelled service and the employee was not notified the employee shall notify the Employer by telephone promptly. If the Employer is unable to provide a substitute assignment, the employee shall be paid at the straight time hourly wage rate for two (2) hours show-up/no access pay. If this should happen with the same client on more than one occasion, , the Employer shall pay the employee only the actual time spent waiting for the client but no more than thirty (30) minutes.

#### **SECTION 20.4 OVERTIME**

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

#### **SECTION 20.5 WEEKEND DIFFERENTIAL**

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

#### **SECTION 20.6 ADVANCED TRAINING DIFFERENTIAL**

Employees who complete Advanced Training to meet apprenticeship standards beyond the training required to receive a valid "Home Care Aide" certification (as set forth in Training Partnership curriculum) shall receive a twenty-five cent (\$0.25) pay differential.

#### **SECTION 20.7 ACUITY/EXTRAORDINARY CARE DIFFERENTIAL**

To meet client 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, based on client assessment and, special skills or training as defined and authorized by the Employer shall be paid an additional fifty cents (\$0.50) 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.

The parties may discuss implementing this differential. Nothing in this paragraph obligates the Employer to implement this differential. If this parties do not implement this differential by April 1, 2020 this paragraph will sunset.

## **SECTION 20.8 L & I WORKER CONTRIBUTIONS**

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

## **SECTION 20.10 NURSE DELEGATION DIFFERENTIAL**

Employees who currently receive a differential of twenty-five cents (\$0.25) per hour for all hours working for a client for whom the HCA is being delegated a nursing task will continue to receive such differential so long as the delegation continues.

## **ARTICLE 21: HOME CARE TRAINING AND CERTIFICATION**

### **SECTION 21.1 TRAINING PARTNERSHIP**

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

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

~~The parties agree, as of September 1, 2013, t~~here 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 21.2 CONTRIBUTIONS**

#### **21.2.1 Training Partnership contribution**

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.

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

Effective July 1, ~~2019~~2021, the Employer shall contribute the Training Partnership Rate or forty-~~four~~three and one half cents (\$0.~~444435~~), 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.

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

Effective July 1, ~~2019~~2021, the Employer shall contribute the Training Rate or forty-~~four~~three and one half cents (\$0.~~444435~~), 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 (\$0.41), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked in the Employer's in-home care program.~~

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

## **SECTION 21.3 TRUST AGREEMENT**

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

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

For assignments where the employee is unable to leave for a thirty (30) minute meal period (i.e., live-in, shift or respite) the meal period shall be paid as time worked. For assignments where the employee is able to leave for a thirty (30) minute meal period (i.e., hourly), the meal period shall be unpaid. Except for emergencies, employees will be completely relieved from duty during the unpaid meal period. Fifteen (15) minute paid rest periods will be provided approximately midway through each four (4) hour segment of each shift. Employees will not be required to work longer than three (3) hours without a rest period, except in emergencies.

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

### **SECTION 23.1 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 23.2 CONTRIBUTIONS TO THE RETIREMENT TRUST**

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

#### **SECTION 23.2.1 MEDICAID-FUNDED HOURS WORKED**

Effective July 1, ~~2019~~2021, the Employer shall contribute the Retirement Rate or ~~sixty-five~~eighty cents cents (~~\$0.65~~80), whichever is higher, to the Retirement Trust for each Medicaid-Funded 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 and one (701) cumulative career hours. 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.

#### **SECTION 23.2.2 NON-MEDICAID FUNDED HOURS WORKED**

Effective July 1, ~~2020~~2021, the Employer shall contribute the Retirement Rate or eighty cents (\$0.80), whichever is higher to the Retirement Trust for each Non-Medicaid Funded hour worked by all home care workers covered by this Agreement with seven-hundred and

(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 (701) cumulative career hours. Non-Medicaid Funded.

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, that are paid by a pay or other than Medicaid, 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.

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

### **SECTION 23.3 TRUST AGREEMENT**

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

## **ARTICLE 24: DISPATCHED WORKERS**

### **SECTION 24.1 GENERAL**

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

### **SECTION 24.2 DISPATCHED HOURS**

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

### **SECTION 24.3 DISPATCH POSITION, OPENING, AND ASSIGNMENT**

Each Labor Management Committee that includes an Employer that establishes the DHCA position shall develop a written DHCA Job Description, which shall be attached as a part of the Agreement. Openings for DHCA positions shall be filled based on the level of demonstrable skills as delineated in the Dispatched Worker Job Description and in compliance with any recognized mentoring program or standard. In filling open DHCA positions among competing qualified candidates, seniority shall apply. A home care worker's ability to perform non-home care aide duties (including, but not limited to, office clerical work) shall not be considered when filling DHCA vacancies.

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

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

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

### **SECTION 25.1 LAYOFF**

A layoff is defined as a permanent reduction in the number of employees employed by the Employer. In the event of a need for a reduction in workforce, 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) in a branch office shall be laid off first provided that it does not interfere with client preference and that those employees remaining on the job in that branch office are qualified to perform the work remaining. An employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required. The Employer agrees to provide thirty (30) days' notice of layoff to affected employees.

### **SECTION 25.2 RECALL**

Employees shall be recalled in the reverse order of the layoff provided that those recalled are qualified to perform the work assigned. To be eligible for recall, a laid-off employee must keep the Employer informed of his/her current address and phone number. The Employer shall notify laid-off workers of recall by certified letter. When offered re-



employment from layoff, the employee must indicate acceptance and availability for work within seven (7) days of receipt of letter unless unusual circumstances prohibit return within that time period.

## **ARTICLE 26: MANAGEMENT RIGHTS**

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

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

### **SECTION 27.1 NO LOCKOUT**

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

### **SECTION 27.2 NO STRIKE**

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

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

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

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

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

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

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

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

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

In consideration of the Union's execution of this Agreement, the Employer promises that its operations covered by this Agreement shall not be contracted out, conveyed, or otherwise transferred or assigned to any third party (hereafter, "assigned") without first taking the following steps:

1. No less than ninety (90) days prior to taking any substantial steps towards assigning any of the operations covered by the Agreement to any third party, the Employer will notify the Union of its intent to do so and provide the Union with the name of and contact information for that third party.
2. No less than thirty (30) days prior to taking any substantial steps towards assigning any of the operations covered by the Agreement to any third party, the Employer will provide the Union with written proof that it has secured a contractually binding commitment ("contract") from said third party to (a) offer employment to all employees covered by this Agreement, or to as many employees as are needed to perform the operations covered by the Agreement that the third party is being assigned, within a

discretely managed bargaining unit or group consisting of nothing but such newly hired employees, at terms and conditions no worse than the terms and conditions in existence under the Agreement, and (b) agree, to the extent permissible by law, to assume all of the Employer's obligations under this Agreement. The contract must specifically recite that it is governed by Washington State law and is enforceable in King County Superior Court that the Union is an intended third-party beneficiary of the commitments made by the third party to the Employer contained therein.

3. The Employer agrees that failure by it to strictly comply in a timely fashion with 1, 2(a) and 2(b) will cause the Union and its members irreparable injury and agrees that the Union may appropriately seek immediate injunctive relief in King County Superior Court restraining the Employer from moving forward with assigning any of the operations covered by the Agreement to any third party until and unless these requirements are met. The Employer agrees that should the Union establish the elements necessary for injunctive relief to appropriately be granted, a bond in the amount of \$10,000 or less will be sufficient and proper security for the payment of such costs and damages as may be incurred or suffered by the Employer, should it ultimately be found to have been wrongfully enjoined or restrained.

## **ARTICLE 31: FAMILY LEAVE MEDICAL, PRESCRIPTION DRUG, DENTAL AND VISION BENEFITS**

### **SECTION 31.1 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 18, the Employer shall provide health benefits to eligible employees on FMLA ([Family Medical Leave Act](#)) and [Washington Paid Family and Medical Leave program \(PFML\)](#) during the complete life of this Agreement and any extension thereof. [The parties agree that the Employer will contribute and additional four cents \(.04\) per hour effective July 1, 2021, for the purpose of covering the costs associated with extending benefits for eligible employees on FMLA and PFML.](#)

### **SECTION 31.2 CONTRIBUTIONS**

The parties agree that the Employer will contribute an additional ~~four~~<sup>three</sup> cents (\$0.~~03~~<sup>04</sup>) per each Medicaid and Non-Medicaid hour worked effective with hours worked in ~~November 2019 (reported in December and paid by January 10, 2020)~~ [July 1, 2021](#), for the purpose of extending health coverage for employees on ~~family and medical leave~~ [FMLA and PFMLA](#). 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.

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

### **SECTION 31.3 ELIGIBILITY STANDARDS**

Eligibility for continuing health benefit coverage because an employee is on FMLA and PFML~~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 18.

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

### **SECTION 31.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

The Trust shall determine the appropriate level of contribution consistent with Article 18, if any, by eligible home care workers.

### ~~**SECTION 31.5 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 32: 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 33: TERM OF AGREEMENT**

This Agreement shall be effective July 1, ~~2019~~2021, for the Union and the Employer and shall remain in full force and effect, as amended by mutual written agreement of the Parties, through June 30, ~~2021~~2023, unless disapproved by a membership vote held within one hundred and twenty (120) days of the date of execution of this agreement, or unless amended by mutual written agreement of the parties. The agreement shall be automatically renewed from year to year thereafter unless either party provides written notice of intent to modify the agreement at least sixty (60) days prior to the anniversary date of the contract.

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

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.

**APPENDIX A: WAGE SCALES (BASE RATES)**

Step	July 1 - Dec 31, 2021	Jan 1 - June 30, 2022	July 1 - Dec 31, 2022	Jan 1 - June 30, 2023
0 - 2000	\$16.85	\$17.00	\$17.13	\$17.27
2001 - 4000	\$17.00	\$17.15	\$17.28	\$17.43
4001 - 6000	\$17.15	\$17.30	\$17.43	\$17.57
6001 - 8000	\$17.33	\$17.48	\$17.62	\$17.76
8001 - 10000	\$17.53	\$17.68	\$17.81	\$17.95
10001 - 12000	\$17.78	\$17.93	\$18.06	\$18.21
12001 - 14000	\$18.03	\$18.19	\$18.33	\$18.48
14001 - 16000	\$18.69	\$18.85	\$18.99	\$19.14
16001 - 20000	\$18.94	\$19.10	\$19.24	\$19.39
20000+	\$19.21	\$19.37	\$19.52	\$19.68

<del>Cumulative Career Hours (CCH)-</del>	<del>July 1, 2019 - Dec 31, 2019</del>	<del>Jan 1, 2020 - June 30, 2020</del>	<del>July 1, 2020 - Dec 31, 2020</del>	<del>Jan 1, 2021 - June 30, 2021</del>
<del>0-700</del>	<del>\$15.50</del>	<del>\$16.00</del>	<del>\$16.40</del>	<del>\$16.72</del>
<del>701-2000</del>	<del>\$15.50</del>	<del>\$16.00</del>	<del>\$16.40</del>	<del>\$16.72</del>
<del>2001-4000</del>	<del>\$15.75</del>	<del>\$16.25</del>	<del>\$16.60</del>	<del>\$16.87</del>
<del>4001-6000</del>	<del>\$16.00</del>	<del>\$16.50</del>	<del>\$16.80</del>	<del>\$17.02</del>
<del>6001-8000</del>	<del>\$16.20</del>	<del>\$16.75</del>	<del>\$17.00</del>	<del>\$17.20</del>
<del>8001-10000</del>	<del>\$16.40</del>	<del>\$17.00</del>	<del>\$17.20</del>	<del>\$17.40</del>
<del>10001-12000</del>	<del>\$16.60</del>	<del>\$17.20</del>	<del>\$17.40</del>	<del>\$17.65</del>
<del>12001-14000</del>	<del>\$16.80</del>	<del>\$17.45</del>	<del>\$17.70</del>	<del>\$17.90</del>
<del>14001-16000</del>	<del>\$17.40</del>	<del>\$17.75</del>	<del>\$18.00</del>	<del>\$18.55</del>
<del>16001-20000</del>	<del>\$17.65</del>	<del>\$18.00</del>	<del>\$18.25</del>	<del>\$18.80</del>

<del>20001 and above</del>	<del>\$17.90</del>	<del>\$18.25</del>	<del>\$18.50</del>	<del>\$19.07</del>
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\*The Employer will comply with the Seattle Minimum Wage as it is adjusted over the life of this Agreement.

**For SEIU 775**

**For Korean Women’s Association**

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Sterling Harders, President

~~Peter Ansara~~Michael Swenson, CEO

\_\_\_\_\_

\_\_\_\_\_

Date

Date