

Collective Bargaining Agreement

between

SEIU 775

and

Catholic Community Services

Effective July 1, 2021 to June 30, 2023

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PREAMBLE

The purpose of this Agreement is to achieve and maintain harmonious relations between Catholic Community Services of Western Washington and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment. The parties to this Agreement recognize their obligation to serve the public with the highest quality of client care, efficiently and economically. Catholic Community Services of Western Washington and Service Employees International Union are committed to a collective bargaining relationship that acknowledging limitations imposed by state and program funding will strive to maximize compensation for home care assistants (HCAs) within this funding to provide a high-quality work environment and enhance an ongoing relationship of trust and respect.

ARTICLE 1: RECOGNITION

Catholic Community Services of Western Washington recognizes SEIU 775, (hereinafter referred to as the "Union") as the exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all workers employed as a Home Care Assistant (HCA), or work in any position related to delivery of such in-home services under the home care license of Catholic Community Services for staff providing personal care service, including but not limited to: home care workers, home care aide, caregivers, personal care assistants, Certified Nursing Assistants (CNA or NAC), Nurse Aide Registered (NAR), Licensed Practical Nurses (LPN or LVN), Registered Nurses (RN), and any other similar job title or classification; excluding all employees not employed in the in-home services or programs delivered by the Employers, managers, confidential employees, office clerical employees, translators, professional employees, guards, and supervisors as defined in the National Labor Relations Act, by Catholic Community Services currently doing business as Catholic Community Services of Western Washington (hereinafter referred to as "CCS" or the "Employer") within the State of Washington.

ARTICLE 2: UNION SECURITY

SECTION 2.1 MEMBERSHIP DUES

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

The Employer agrees to distribute membership forms for the union with basic employment paperwork, which shall be forwarded to the Union within seven (7) days of receipt.

SECTION 2.2 CAUSE FOR DISMISSAL

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

SECTION 2.3 DUES DEDUCTION PROCEDURE

The Employer agrees to deduct from each bargaining unit employee's pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union within 15 days after the end of each pay period. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change. The Union shall refund any amounts paid to it in error.

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

SECTION 2.4 BARGAINING UNIT ROSTER

The Employer shall provide the Union, in a secure manner, with a list of all current employees covered by this Agreement fifteen (15) days after the end of each pay period. This list shall include pay period start and end date, the last name, first name, middle name, address, address last updated, phone number, shift, cell phone number, email address, social security number, classification, FTE status, work location, hire date or last rehire date if applicable, hours worked, wage step, cumulative hours worked and credited at CCS, wage rate, differential rate (if applicable and available), and gross monthly pay for each employee along with the dues amount collected for each employee. In addition, this list shall include termination and transfer or promotions dates (when applicable), employment or leave status, and the employee's work location, employee ID#, gender, total hours accrued, membership status/dues percentage, date of birth, PTO balance, PTO hours paid, amount paid in COPE, amount paid in voluntary deductions. All information provided by the Employer under this section shall be transmitted to the Union in a common, commercially available electronic format specified by the Union. Should the Union require additional and reasonable information, the Employer shall make a good faith effort to provide the requested information in a timely manner and will make a good faith effort to verify that records submitted shall accurately reflect the membership status of each employee listed and endeavor to identify any discrepancies between the roster and its records. If the report is delayed the Employer will notify the Union when the report will be delivered.

The Union will conduct periodic audits of data related to membership form reconciliation, financial deductions, and bargaining unit information. The Employer shall endeavor to complete and/or reconcile the audit within fifteen (15) working days of receiving the audit from the Union.

SECTION 2.5 POLITICAL ACCOUNTABILITY FUND (COPE)

The Employer agrees to deduct from the monthly pay of each employee who has authorized it an amount the employee voluntarily authorizes for political purposes. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until or unless revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) contributions will be promptly transmitted to the Union by separate check payable to the Union and identified as COPE deductions, at the same time as the remittance of dues. The amount(s) deducted shall be transmitted monthly to the Union, and the Union shall refund any amount(s) remitted to it in error.

SECTION 2.6 OTHER DEDUCTIONS

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

The Employer reserves the right to ensure that the authorization of payroll deductions complies with applicable Federal and State laws regarding deductions from wages. The Employer may require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction.

SECTION 2.7: ELECTRONIC SIGNATURE

The parties acknowledge and agree that, consistent with the Electronic Signatures in Global and National Commerce Act (Pub. L. 106–229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.

96) the terms “authorize,” “authorized”, “authorization form” and “written authorization,” as used in this Agreement, include without limitation authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement. In addition to electronic scanned copies of paper authorizations from the Union, the Employer shall accept copies of electronic signatures and digital files containing voice authorizations and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement. The Union understands the Employer may require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction.

SECTION 2.8: DATA SECURITY

The Employer and Union acknowledge the importance of keeping employee information confidential. The Union understands the Employer has a policy which requires the approval of the Vice President of Human Resources prior to any release of personnel files and associates’ records. The employer agrees to notify the union within ten (10) calendar days if a third party has requested release of any information about the entire bargaining unit, classification or branch. In no case, will the Employer release information prior to notifying the Union.

Should the request include the names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement, the Employer agrees that it shall execute a non-disclosure agreement with any third-party before the third party receives this information.

ARTICLE 3: UNION RIGHTS

SECTION 3.1 MEETING ROOMS

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

SECTION 3.2 ADVOCATES

For the purpose of representation and mutual administration of the contract, the Union shall designate advocates from among its members employed by the Employer. The advocate position is the worker representative position responsible for handling grievances and disciplinary issues with the Employer, and for participation on Labor/Management Committee(s) or for other designated activities as mutually agreed upon by the Parties.

The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in leadership activities. These activities are defined as participation on the Labor-Management Committee and other regularly scheduled committees such as a Safety, No Harassment and No Discrimination Committee and work groups as mutually agreed upon that benefit both the Union and the Employer, and actual time spent as part of the Grievance Procedure. This compensation will be available for a maximum of 1,050 hours during each contract year.

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

SECTION 3.3 BULLETIN BOARDS

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

SECTION 3.4 EXTENDED UNION LEAVE

An employee working for the Union as an officer or employee of the Union shall be given a leave of absence for the duration of their office or employment with the Union. The employee shall provide the Employer with a minimum of thirty (30) days' notice of his/her Union Leave, including a start and probable end date. Time spent on Union Leave shall count as hours worked for wage progression, and leave accrual, to a maximum of forty (40) hours per month per employee in order to ensure continuity of benefits from the Health Benefits Trust and Training Partnership of up to six months for each Union Leave, all hours worked for the Union shall count as "hours worked" as defined in the CBA, and the Union shall make contributions directly to the Training Partnership Health Benefits Trust as if it were the Employer on all hours worked. In no event shall benefits from the Health Benefits Trust the Training Partnership under this provision continue for more than six consecutive months. It is understood by the parties that while the employee is on union leave, Union and the Employee have an Employer/Employee relationship.

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

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

SECTION 3.5 NEW EMPLOYEE ORIENTATIONS

An integral part of each employee's tenure with the Employer is an understanding of this

Agreement and the role of the Union in the employment setting. As such, Representatives designated by the Union shall be permitted to attend the Employer's new employee orientations, at the end of the orientation. The Union may make its presentation in person or by phone. The period of time is considered voluntary and is not compensable time. The Employer will endeavor to provide forty-eight (48) hours' notice to the Union of meeting times and locations. In the event the Union is unable to attend, the Employer will provide a list to the union of all new hires which includes the employee names, complete mailing address, cell phone number, email address, in a secured manner.

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

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

SECTION 3.6 CONTINUING EDUCATION UNION TIME

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

SECTION 3.7 PAYROLL WEBSITE

The Employer shall display a link to the Union website on the opening Home Care Assistants webpage of the online payroll website, if one is developed solely for bargaining unit members.

ARTICLE 4: EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The parties agree to work jointly to address inherent discrimination. We will establish, through the application of this agreement, positive and progressive actions in order to redress the effects of past discrimination, eliminate any possible present discrimination, to prevent further discrimination and to ensure equal opportunity in the application of this Agreement.

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

- Race
- Ethnicity
- Ancestry
- Gender and/or gender identity or perceived gender identity
- Sexual orientation or perceived sexual orientation
- Physical or Mental Disability (except as exempted by a bona fide occupational qualification)
- Color
- Age
- Religious affiliation
- Veteran status
- Service in the Armed Forces of the United States
- National or tribal origin
- Genetic Information
- Citizenship status
- Marital status

- Political affiliation
- Creed
- Union membership or activity
- Other characteristics or consideration made unlawful by Federal, State or Local law or by Government agency regulations.

The employer further agrees that they shall not discriminate in condition of employment based on these characteristics (except for bonified occupational qualifications). The Employer and the Union also commit to support equal employment opportunity and affirmative recruitment to ensure a diverse work force. The Employer and the Union shall develop a way to produce the parties' collective bargaining agreement in multiple languages to ensure inclusion and acknowledgement of employees who wish to read the contract in a different language other than English; this topic can be a subject for discussion at the Labor Management Committee.

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

SECTION 4.1 PRIVACY RIGHTS AND IMMIGRANT SAFETY

The Union is obligated to represent all workers without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect workers against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state, and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials.

To the extent permitted by law, the Employer shall notify the affected employee(s) they have the right to contact the Union if any D.H.S. (Department of Homeland Security) or ICE (Immigration and Customs Enforcement) agent contacts the Employer to enable a Union representative or attorney to take steps to protect the rights of workers.

ARTICLE 5: SENIORITY

SECTION 5.1 GENERAL

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

SECTION 5.2 LAYOFFS

In the event of a need for a reduction in force, the Employer will meet with the Union as far in advance as possible to identify the reasons requiring the reduction and the number of employees affected.

If layoffs are required, the least senior employee(s) shall be laid off first provided that those employees remaining on the job are qualified to perform the work remaining and provided further that the Employer is not required to reassign an employee to a work assignment requiring more than thirty (30) minutes travel time (by auto) between clients.

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

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

SECTION 5.3 RECALL

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

To be eligible for recall a laid-off employee must keep the Employer informed of his/her current address and phone number. The Employer shall notify laid-off workers of recall by phone contact and by certified letter. When offered re-employment from layoff, the employee must indicate acceptance and availability for work within five (5) days of receipt of letter unless unusual circumstances prohibit return within that time period. Employees failing to respond and return within the above time frame, or as mutually agreed in writing, shall be considered as tendering their resignation from employment.

ARTICLE 6: DISCIPLINARY ACTION AND JUST CAUSE

SECTION 6.1 JUST CAUSE AND PROGRESSIVE DISCIPLINE

Employees who have completed the Introductory Period may only be disciplined for just cause. The Employer and the Union agree with the principles of progressive discipline which may include oral reprimands, written reprimands, suspension and discharge, or alternative forms of discipline. The purpose of progressive discipline is to correct an employee's behavior and not for it to be intended punitive in nature. Prior to issuing a disciplinary reprimand, the employer shall attempt to meet with the employee to gather facts surrounding the incident; and shall conduct a proper investigation prior to issuing a disciplinary reprimand. All discipline of non-introductory employees may be appealed under the Grievance Procedure in Article 7.

SECTION 6.2 NOTIFICATION

The Corrective Action forms shall make clear that only information included on the form or attached to the form at the time of the Corrective Action will be relied upon by the Employer for disciplinary action and shall be issued to the employee no later than fourteen (14) calendar days from the day the incident is made known to the employer. It is understood the Employer may extend the deadline due to delays of the employee, Adult Protective Services, law enforcement, or other external factors.

The Employer will send copies of all corrective actions that employees receive to the Union within forty-eight (48) hours of issuance to the employee. Transmitting disciplinary notices to the Member Resource Center may be the agreed-upon form of notice.

SECTION 6.3 RIGHT TO REPRESENTATION

The Employer shall inform employees who are subject to discipline that the employee has the right to request union representation, and if the employee requests representation any meeting for the purposes of disciplinary action or for investigation of an issue which could lead to discipline shall be scheduled when a union steward or representative can be present. The Union will provide a representative so that the process is not delayed. Representation via telephone shall be facilitated if requested by the Union. Such disciplinary notices shall be signed by the employee, and shall include the following:

“Your signature on this disciplinary action indicates only that you have received a copy of the disciplinary action and does not indicate your agreement or disagreement with the information provided by the Employer. You may have the right to appeal this action through the Grievance Procedure. You may contact SEIU 775 at 1-866-371-3200 for more information.”

SECTION 6.4 ADMINISTRATIVE LEAVE

An Administrative leave is normally used when an accusation against an employee or issue involving the employee would warrant reporting to APS or, in the view of the Employer, could result in termination of employment. Administrative Leave is a paid leave when an employee is not allowed to work while the employer is investigating the issue. The employee will be told they are being placed on Administrative Leave while the employer investigates the issue. The employee will be told what schedule they are being paid while on Administrative Leave. The employee will be paid for the assigned schedule they would have normally worked in their regular schedule while on Administrative Leave had they not been suspended. The paid hours will be based on the schedule at the time of the suspension. Pay rate while on Administrative Leave will be the minimum wage, however, an HCA placed on Administrative Leave and paid at the administrative pay rate for hours not worked during the course of the investigation of charges, and who is subsequently returned to work by the Employer, shall be compensated at his/her regular rate of pay plus any applicable differentials (or for the difference between his/her regular rate of pay and applicable differentials and the minimum wage paid as the

Administrative leave rate while on suspension or Administrative leave pending the Employer's investigation). If it is determined that the employee is to be disciplined, up to and including termination, the employee shall be compensated at the Administrative rate for any hours not worked.

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

ARTICLE 7: GRIEVANCE PROCEDURE

SECTION 7 .1 GENERAL DEFINITIONS

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

SECTION 7.2 INITIATING A GRIEVANCE

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

Complaints of discrimination shall be filed initially at Step 2.

Appeals of terminations shall be filed initially at Step 3 within fifteen (15) calendar days from the date they are issued.

SECTION 7.3 TIME LIMITS, MEETINGS AND NOTIFICATION

The purpose of time limits within the Grievance Procedure is to ensure the swift resolution of

disputes. Time limits may be extended or waived at any step of the grievance procedure by mutual written agreement of the parties. The employee or Union awaiting a response at any step may advance the grievance to the next step once the time limits have expired. The Union may withdraw a grievance at any step in the grievance procedure.

The parties may waive meetings or conduct meetings by phone by mutual agreement.

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

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

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

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

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

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

The Service Director shall have ten (10) calendar days from receipt of the grievance to meet with the grievant and his/her advocate or union representative to hear the grievance, and to attempt a resolution of the dispute. If the grievance is not resolved within the ten (10) calendar

days of the Step 2 meeting or if the Service Director fails to respond, the Union has the right to advance the grievance to Step Three (3).

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

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

SECTION 7.7 MEDIATION (OPTIONAL)

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

SECTION 7.8 ARBITRATION

If the grievance is unresolved through Steps 1-3 and/or mediation, the Union may proceed to arbitration within fifteen (15) calendar days of the date the Employer response is received or due in Step 3, or within fifteen (15) calendar days from the date a mediated resolution is rejected. The parties shall utilize the expedited arbitration model under FMCS Guidelines.

An arbitrator shall be selected by mutual agreement of the Employer and the Union. In the

event mutual agreement is not reached on selection, an arbitrator shall be selected from a list of seven (7) arbitrators provided by the Federal mediation and Conciliation Service (FMCS). The arbitrator shall be selected by alternate strikes of the list; the party to strike first shall be determined by a coin toss.

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

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

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

ARTICLE 8: GENERAL PROVISIONS

SECTION 8.1 JOB DESCRIPTIONS

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

SECTION 8.2 PERSONNEL FILES

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

Files must be available within two (2) business days of a receipt of written request from the employee or his/her representative (if the employee so authorizes in writing). Employees' who have a dispute with information in their personnel file may submit written comments replying

to any material in their file, such comments shall also be maintained in their personnel file.

Upon request from the employee in writing, the Employer shall provide to him or her, a copy of the personnel file within fourteen (14) calendar days.

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

SECTION 8.3 INTRODUCTORY PERIOD EMPLOYEE

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

SECTION 8.4 OPEN POSITIONS

In order to ensure that all interested employees are advised of CCS employment opportunities, notice of job vacancies for regular full or part time positions will be sent to the Union by email, and job announcements will be posted on designated bulletin boards at each central worksite. In addition, information about all job vacancies will be made available to employees via a toll-free telephone number, the CCS website (www.CCS.org), and in pay envelopes. All regular full or part time vacancies will be posted and filled in accordance with this Agreement. Postings will be available for no less than five (5) working days, and will include position requirements, minimum qualifications, substitute and preferred qualifications (if any) and base rate of pay.

SECTION 8.5 HIRING

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

SECTION 8.6 EVALUATIONS

Employees will be formally evaluated by their immediate supervisor. All employees will be

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

SECTION 8.7 EMPLOYEE ADDRESSES AND PHONE NUMBERS

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

SECTION 8.8 NEW POSITIONS

If during the life of this Agreement, the Employer elects to create a new position in the unit defined by Article 1 (Recognition), the Employer shall give the Union advance written notice of the new position and wage rate. The Union shall have fourteen (14) calendar days from receipt of such notice to request negotiations on the new position and the proposed wage rate. If requested by the Union, the parties shall meet promptly to negotiate the wage for the new position.

ARTICLE 9: LABOR/MANAGEMENT COMMITTEE

SECTION 9.1 PURPOSE

The Union and the Employer acknowledge that many of the decisions which impact the work covered by this Agreement are made by those who are not parties to this Agreement.

Accordingly, the Union and the Employer shall establish a Labor/Management Committee to discuss matters of mutual interest.

SECTION 9.2 STRUCTURE

The Committee shall meet on a flexible and as needed basis at least twice annually, at mutually convenient times and places. Each party shall assign a co-chair, and it shall be up to each parties' co-chair to mutually agree upon the time, location, and number of attendees for each meeting. Ideally the Committee shall consist of an equal number of representatives of both parties, but at least three (3) representatives of the Union, and three (3) representatives of the Employer. Both the Union and the Employer shall have the sole authority to determine who represents them on this Committee. Every effort will be made to ensure representation on this Committee from each geographic area of the Employer. Union representatives on this Committee who are employees of the Employer shall receive all compensation they would normally receive for any work covered by this Agreement. Travel expenses, mileage, or other incidental costs for the union members on the Committee shall be borne by the Union.

SECTION 9.3 RELATION TO GRIEVANCE PROCEDURE

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

SECTION 9.4 RELATION TO COLLECTIVE BARGAINING AGREEMENT

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

SECTION 9.5 RELATION TO POLICIES

The Union shall have right to demand to bargain over all mandatory subjects in the Employer's handbook. All new employees will be provided a copy of the company handbook. The Union shall be provided the most up to date finalized policy manual upon the beginning of this

agreement and when changes are made.

The Employer generally shall notify the union 30 days before a change in policy that is subject to mandatory bargaining. The Union understands the Employer's handbook is subject to state WAC/RCW and state policy change that may necessitate less than a 30-day notice. In cases where the Employer is not provided adequate time by the state or contractor, the Employer shall notify the Union as soon as practical.

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

The Employer shall implement a plan to prevent and protect employees from abusive conduct, to assist employees working in environments with challenging behavior, and work to resolve issues impacting the provision of personal care as required by SB 6205. This plan should be reviewed and updated as necessary and at least once every three years. The plan shall be developed and monitored by a workplace safety committee organized by the parties as regularly as the LMC.

SECTION 9.6 NEGOTIATIONS

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

ARTICLE 10: HEALTH AND SAFETY

SECTION 10.1 RIGHT TO SAFE WORKING CONDITIONS

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employees shall be required to work in any situation that would threaten or endanger their health or safety and

the Employer shall 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 others in their home to the employee; sexual harassment of the employee by the client or by persons in the household, clients with symptoms or conditions communicating their needs to the employee in ways that the person providing care may experience or interpret as harassment; or any other situation that would be a threat to the employee's health or safety. In any event, employees should not have to experience discrimination, abusive conduct, and challenging behaviors without assistance or redress and will immediately report to their Employer any working condition that they believe threatens or endangers their or the client's health or safety.

The Employer shall comply with all requirements under SB 6205, including:

- A. Effective July 1, 2021, the Employer shall develop a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and challenging behavior and work to resolve issues impacting the provision of personal care, and the policy must include stated permission and a process for allowing workers to leave situations where they feel their safety is at immediate risk. This process must include a requirement to notify the Employer and applicable third parties as soon as possible.
- B. The Employer may not terminate an employee, reduce the pay of an employee, or not offer future assignments to an employee for requesting reassignment due to alleged discrimination, abusive conduct, or challenging behavior.
- C. The Employer must inform an employee of instances of discrimination and abusive conduct occurring in or around the client's home care setting prior to assigning the employee to that client, and throughout the duration of service, if those instances are:
 - i. Documented by the Employer; or

- ii. Documented by a third party and communicated to the Employer.
- D. The Employer must inform an employee of a client's challenging behavior prior to assigning the employee to said client if it is documented:
 - a) In the client's care plan;
 - b) By the Employer; or
 - c) By a third party and communicated to the Employer.
- E. The Employer must keep a record of any reported incidents of discrimination or abusive conduct experienced by an employee during the provision of paid personal care services. The records must be kept for at least five years following the reported act.
- F. The Employer must provide a list of resources about discrimination and harassment for employees to utilize. At a minimum, the resources must include contact information of the equal employment opportunity commission, the Washington State Human Rights Commission, and local advocacy groups focused on preventing harassment and discrimination and providing support for survivors.

SECTION 10.2 IMMINENT DANGER TO HCA

Any employee who believes in good faith that his/her health and/or safety is in imminent danger at an assigned work location may leave that location immediately.

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

CCS shall investigate the incident and shall report the incident to the client's family or guardian for private-paid clients, to DSHS for public-paid clients, and to any other appropriate agency.

CCS shall provide copies of any documentation related to the incident to the Union upon request. The Employer does, however, reserve the right to protect client confidentiality in the release of this information.

If CCS continues to serve the client, any future employee assigned to that client shall be provided with copies of any documentation related to the incident before he/she is required to begin the assignment and obtain in return from the employee a signed acknowledgment of receiving such documentation. A verbal approval from the employee that is documented by the employer is also acceptable. CCS reserves the right to protect client confidentiality in the release of this documentation.

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

SECTION 10.3 SAFETY EQUIPMENT & SUPPLIES

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

SECTION 10.3.1 SAFETY SHOES

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

SECTION 10.4 CLEANING EQUIPMENT & SUPPLIES

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

SECTION 10.5 VACCINATIONS

As required by law, the Employer will continue to offer Hepatitis B shots free of charge to the HCA., The Employer and Union will work together to offer, at no cost to the employee or Employer, Hepatitis A shots, flu shots and other vaccinations as deemed appropriate. The Employer will continue to follow federal and state guidelines for Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination.

SECTION 10.6 SAFETY COMMITTEE

Adequate preparation of caregivers helps both the caregiver and person receiving care. Caregivers should be equipped with information, including relevant care plans and behavioral support interventions, existing problem-solving tools, and strategies to improve safe care delivery.

The Labor-Management Committee and the Safety, No Harassment and No Discrimination Committee will provide input to be used by the CCS Safety Committee and the Quality Assurance program as required by SB 6205. Safety will be a standing agenda item for the Labor Management Committee.

ARTICLE 11: HOURS OF WORK AND OVERTIME

SECTION 11.1 HOURS OF WORK

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

SECTION 11.2 MEALS AND REST PERIODS

For assignments where the employee is unable to leave for a thirty (30) minute meal period, the meal period shall be paid as time worked. For assignments where the employee is able to leave the client for a thirty (30) minute meal period (for example: hourly workers), the meal period shall be unpaid. Except for emergencies, employees will be completely relieved from

duty during the unpaid meal period. The meal period should be taken between the second and fifth hour of work.

Fifteen (15) minute paid rest periods will be provided approximately midway through each four (4) hour segment of each shift. Employees will not be required to work longer than three (3) hours without a rest period, except in emergencies.

SECTION 11.3 OVERTIME

Hourly employees required to work in excess of forty (40) hours per week will be paid overtime for such additional hours at one and one-half (1½) times the employee's regular hourly rate of pay. Eight (8) holidays are recognized as overtime-eligible in Article 14.1. Paid time off and paid standby time will not be recognized as time worked for purposes of overtime calculation.

SECTION 11.4 TRAVEL PAY AND MILEAGE

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

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 (two zone/peak in Seattle).

SECTION 11.5 ADMINISTRATIVE LEAVE RATE

Except as specifically provided in this Agreement, employees shall be paid for all work hours at his/her regular rate of pay. Employees placed on paid Administrative Leave shall be paid at the

Washington State minimum wage rate for the hours that would have otherwise been worked while on administrative leave. The basis of payment shall be the schedule the employee had when placed on administrative leave.

Each pay period an administrative time sheet shall be completed and submitted by the supervisor on behalf of the employee. Upon request, the employee shall be entitled to receive a copy of this time sheet for his/her records. An employee's Administrative Leave time shall be itemized and labeled as such on each paycheck stub.

SECTION 11.6 REPORT-FOR-ASSIGNMENT PAY

If an employee arrives at a client's home at the scheduled service time and the client is not home or is otherwise unavailable for service, the employee shall be paid for one (1) hour, provided the employee reports the incident to his/her supervisor. The unavailability of the client must be reported to the supervisor immediately.

Should the supervisor determine that subsequent assignments should be confirmed by the employee before traveling to the client residence, the employee shall be required to telephone the client before attempting service.

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

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

SECTION 11.7 OVER-PROVIDED HOURS

Employees shall not work more hours than authorized, except in emergency situations.

Employees shall be paid for all client service hours worked. The Employer shall provide all employees with written instructions as to the exact amount of authorized hours for each newly-assigned client and again should the authorized hours change. Written instructions are

provided only to regularly assigned employees. Assignments made to substitute Employees are normally by telephone only.

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

Should the employee determine that client safety would be jeopardized if the employee left the home as scheduled, he or she shall remain in the home and immediately contact his/her supervisor for further instructions. If an employee works unauthorized hours in a non-emergency situation as determined by his/her supervisor or does not report these hours as required above, it shall be considered just cause for discipline; the employee has the right to file a grievance for any discipline he or she believes was issued unjustly by the Employer.

SECTION 11.8 OVER-ASSIGNED WORKERS

If, through a scheduling error, more HCAs than necessary arrive at an assigned work location to provide the same hours of client care, the HCAs shall contact their respective supervisor(s) for further instructions. The Employer may reassign any HCA who is instructed not to complete the original assignment and if the scheduling error is determined to be on the part of the Employer, HCAs who are instructed not to complete the original assignment and who are not given a new assignment of equal or greater length shall be paid for the entire original assignment, plus all travel time and travel mileage (except errand mileage not served) they would have been paid had the original assignment been completed as scheduled.

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

ARTICLE 12: WORK ASSIGNMENT

SECTION 12.1 HOURLY ASSIGNMENT

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

SECTION 12.2 SLEEP OVER ASSIGNMENT DEFINITION

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

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

The employee shall be paid their regular hourly rate for any authorized hours worked beyond the sleep over maximum.

SECTION 12.3 LIVE-IN ASSIGNMENT

Care provided to a client on a live-in basis of twenty-four (24) hours per assignment. Live-In employees shall be paid their live-in daily rate as set forth in the Appendix A to this Agreement for each twenty-four (24) hour shift worked. Except as provided below, Live-In employees shall receive eight (8) hours credit for all other purposes set forth in this Agreement for each live-in assignment worked.

The Live-In Home Care Assistant shall be expected to provide eight (8) hours of regular client care, eight (8) hours standby care and shall be provided eight (8) hours uninterrupted sleep during the twenty-four (24) hour assignment. If the Live-In Home Care Assistant is interrupted more than three (3) times during the sleep period, the employee shall be paid his/her regular hourly rate for the entire assignment. For authorization of such payment, the Live-In employee must report the disturbances no later than the close of the next business day. If additional

employee(s) are assigned to the client home so that the Live-In employee can receive eight (8) hours of uninterrupted sleep, the additional employee shall be paid his/her/their regular hourly rate for the duration of the assignment. Home Care Assistants working live-in assignments shall be allowed to accept meals from the client.

SECTION 12.4 DISPATCHED HCA/MENTOR POSITIONS

SECTION 12.4.1 ESTABLISHMENT OF DISPATCHED POSITIONS

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

SECTION 12.4.2 DEFINITIONS AND HOURS

All Dispatched HCAs shall be advised of their "on duty" schedule to include a daily start and end time.

Full-time Dispatched HCAs shall be available for and paid for forty (40) hours per week, regardless of whether or not client hours are available during this time.

Part-time Dispatched HCAs who are assigned less than a full-time schedule shall be available for and paid for the number of weekly hours they work in a "dispatched" assignment and regardless of whether or not client hours are available during this time.

SECTION 12.4.3 QUALIFICATIONS

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

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

SECTION 12.4.4 GUARANTEED HOURS

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

SECTION 12.4.5 REQUIREMENTS

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

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

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

SECTION 12.5 WORK AVAILABILITY

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

SECTION 12.6 ASSIGNMENT OF HOURS

SECTION 12.6.1 SENIORITY

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

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

SECTION 12.6.2 RIGHT TO REPLACEMENT HOURS CUT INVOLUNTARILY

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

SECTION 12.6.3 TEMPORARY ASSIGNMENT OF CLIENT HOURS

In order to ensure that client hours are assigned on a regular basis by seniority as called for in this section, CCS may temporarily assign any 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 12.6.4 TRAVEL TIME AND RIGHT TO DECLINE ASSIGNMENT

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

SECTION 12.6.5 NOTIFICATION OF AVAILABLE HOURS

The Employer will publish information, by office, regarding available hours via paycheck memos and other means which will assist the employee in obtaining more hours. This information will

be published at least monthly. It is the responsibility of the employee to notify her/his/their immediate supervisor when their schedule changes. The employee is expected to submit a monthly work schedule and to keep the Work Agreement Form updated and current.

SECTION 12.7 HCA/CLIENT INCOMPATIBILITY

employee s, clients, or supervisors shall have the right to request that an HCA be reassigned due to perceived employee /client incompatibility. employee s and supervisors shall meet to discuss the perceived incompatibility and if the situation cannot be resolved to the satisfaction of both parties, the employee shall be reassigned from that client. Reassignment will be based on available hours. By mutual agreement of the employee and supervisor, employee hours which could be reduced due to such reassignment shall be considered reduced through no fault of the employee. An employee whose hours are reduced due to reassignment, may request to work with different CCS offices in order to work more hours if desired and if hours are available in other CCS offices.

SECTION 12.8 REQUIREMENT TO ACCEPT ASSIGNMENT - NON-DISPATCHED HCAS

Regular work assignments that are consistent with the employee's current Work Agreement Form and all other provisions contained under this Article shall be accepted and worked by the employee, unless the employee deems the work assignment or work environment unsafe. The Employer shall document when an employee declines a regular assignment, noting the date and reason and if the employee expressed not having felt safe.

The Work Agreement Form includes specific agreements such as the willingness and ability to work with clients who are smokers (or in an environment where smokers are present), and with clients who have pets. An employee may be subject to discipline if the employee refuses assignment to a client for reasons other than those listed on the Work Agreement Form, and for which the employee is otherwise qualified unless the employee reported to the their immediate supervisor or Human Resources department that he/she/they were in a potentially unsafe work assignment or work environment. An employee refusing assignment will be reminded that such refusal may lead to disciplinary action unless the employee informed their

supervisor or Human Resources department that the work assignment or work environment was unsafe, up to and including dismissal if the employee repeatedly refuses assignment.

ARTICLE 13: LEAVES

SECTION 13.1 LEAVES OF ABSENCE WITHOUT PAY

Employees who have completed the Introductory Period may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of the Employer except that the Employer shall grant leaves of absence without pay for the following reasons and lengths of time.

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

SECTION 13.2 RETURN FROM LEAVE OF ABSENCE

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

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

Employees will be re-employed at the end of the leave, provided the employee is able to perform the work. The Employer will assign the employee to a position comparable to that held prior to the leave, however the Employer cannot guarantee the same clients served by the employee prior to the leave. Seniority established at the time of departure on leave of absence shall be restored when the employee returns to work. No seniority will accrue while on a leave

of absence without pay. In the case of Union Leave, employees granted leave will continue to earn seniority.

SECTION 13.3 RETURN TO WORK PROGRAM

The Employer will provide alternative work opportunities to employees injured on the job when feasible. The primary components include working closely with the employee and his/her physician to determine if and when the employee can return to modified duty. In addition, the attending physician will be requested to confirm what assignment and/or activity level restrictions must be adhered to. With cooperation from all parties involved, this program can result in earlier return to work for employees, an opportunity to learn/develop new skills, etcetera. The parties will develop an approach to workplace safety through the Labor/Management and Safety, No Harassment and No Discrimination Committees during the life of this Agreement.

SECTION 13.4 BEREAVEMENT LEAVE

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

SECTION 13.5 CATASTROPHIC LEAVE BANK

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

SECTION 13.6 DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

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

SECTION 13.7 OTHER FORMS OF LEAVE

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

ARTICLE 14: HOLIDAYS

SECTION 14.1 RECOGNIZED HOLIDAYS

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

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas

Employees may schedule any holiday as a day off without pay, provided mutually acceptable arrangements have been made with the employee's supervisor to ensure adequate care is available for clients requiring care during the holiday period.

SECTION 14.2 PREMIUM PAY HOLIDAYS

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

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

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

- New Year's Day
- Christmas Day
- Thanksgiving

ARTICLE 15: HEALTH AND WELFARE TRUST FUND BENEFITS

SECTION 15.1 COMPREHENSIVE BENEFIT PACKAGE THROUGH THE TRUST

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

SECTION 15.2 CONTRIBUTIONS

The hourly contribution rate shall be the hourly contribution rate established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the "Healthcare Rate"). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating Section 15.2.

Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Healthcare Rate or three dollars and

seventy-nine cents (\$3.79), whichever is higher, to the Trust for each Medicaid-Funded Hour worked. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours. Consumer participation hours shall also be excluded for contribution purposes.

Effective July 1, 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.

Non-Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Healthcare Rate or three dollars and seventy-nine cents (\$3.79), whichever is higher to the Trust for each Non-Medicaid-Funded hour worked. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective July 1, 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.

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

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

SECTION 15.3 ELIGIBILITY STANDARDS

Employee eligibility standards for health care benefits shall be determined solely by the 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 will provide information on the Trust's benefits to all employees during the onboarding process.

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

SECTION 15.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION

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

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

SECTION 15.5 PURPOSE OF THE TRUST

For purposes of offering 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 15.6 TRUST AGREEMENT

The Employer and the Union agree to be bound by the provisions of the Trust's Agreement and Declaration of Trust, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated. This Collective Bargaining Agreement controls in the event that there is a dispute as to the terms or provisions in this CBA and any Trust agreement or document. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust

should there be any amendments to either document.

SECTION 15.7 INDEMNIFY AND HOLD HARMLESS

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

ARTICLE 16: PAID TIME OFF (PTO)

SECTION 16.1 ACCRUAL OF PAID TIME OFF

All employees shall accrue one (1) hour of Paid Time Off (PTO) for every twenty-five (25) hours worked.

SECTION 16.2 LIMIT TO ACCRUAL OF PAID TIME OFF

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

The Employer’s payroll system will show each employee’s PTO accrual balance on each paystub.

SECTION 16.3 SCHEDULING AND USE OF PAID TIME OFF

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

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

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

ARTICLE 17: WAGES

SECTION 17.1 WAGE SCALE

Employees covered by this Agreement shall be compensated according to the wage schedules set forth in Appendix A to this Agreement. Employees who are paid at a rate higher than the 2021-2023 scale steps shall receive an increase equal to the new rate plus the difference between the current pay rate and the new scale step.

SECTION 17.2 HOME CARE AIDE (HCA), CNA OR PROFESSIONAL CREDIT

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

SECTION 17.3 WAGE PROGRESSION

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

SECTION 17.4 WEEKEND DIFFERENTIAL PAY FOR HOURLY ASSIGNMENTS

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

SECTION 17.5 WAGE DIFFERENTIALS

The Employer and the Union recognize two paths to qualify for wage differentials:

Advanced training differentials – these apply for all provided hours worked by an employee to all clients for which she/he works. Employees in this category are assumed to be able to work for clients who have client-specific needs such as Toileting, Transfer, and Behavioral issues.

Client-specific differentials – are based on the needs of specific clients. These include Total Transfer, Total Toileting and Behavioral needs and are paid when employees work for a specific client.

An employee is able to qualify for one set of differentials. While differentials stack within the category – advanced training or specialized client-based needs, they do not stack outside of the two sets of differentials.

Client-specific differentials:

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

work only, not live-in or sleep over shift services.

Advanced Trainings:

Advanced Training Differential: Employees who have completed Advanced Training (discontinued in February 2017) to meet apprenticeship standards beyond the training required to receive a valid "Home Care Aide" certification (as set forth in Training Partnership curriculum) shall continue to receive a differential of twenty-five cents (\$0.25) in addition to their hourly rate and differentials.

The Employer will honor completed Advanced Training at the time of hire for new employees with verification from the employee or the Training Partnership.

Advanced Training Differential (Advanced Home Care Aide Specialist-ACHAS/Advanced Behavioral Health Care Aide Specialist-ABHCAS):

Employees who complete the Advanced Home Care Aide Specialist (ACHAS) or Advanced Behavioral Home Care Aide Specialist (ABHCAS) Training (set forth in the Training Partnership Curriculum), as referenced in Article 18 – Training, shall receive a differential of seventy-five cents (\$0.75) in addition to their hourly rate and other applicable non-client specific differentials. Employees assigned by the Employer to receive ACHAS and/or ABHCAS Training will meet criteria set forth in Article 18 – Training, and must have completed their probationary period. The number of employees who may complete the training is limited to 63 (sixty- three) employees over the life of this two-year agreement as determined by the Employer's contribution to the Training Partnership (as set forth in Article 18 – Training).

The Employer will honor completed Advanced Training, Advanced Home Care Aide Specialist (ACHAS), and Advanced Behavioral Health Care Aide Specialist (ABHCAS) training at the time of hire for new employees with verification of completion from the employee or the Training Partnership.

Employees participating in this training shall be paid by the Employer at their regular rate of pay.

- **Mentor Differential:** An employee who is assigned by the Employer as a mentor, preceptor or trainer of other employees or prospective employees shall be paid an additional one dollar (\$1.00) per hour differential in addition to the employee's regular hourly wage rate, and in addition to any other differentials or adjustments, for each hour that he or she works as a mentor, preceptor or trainer.
- **Nurse Delegation:** An employee shall receive a differential of fifty cents (\$.50) per hour for all hours worked for a client for whom the HCA is delegated a nursing task. The nurse delegation differential stacks with either client specific or advanced training differentials.

SECTION 17.6 PAY DAYS

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

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

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

SECTION 17.7 DIRECT DEPOSIT

All payments in an electronic payroll system will be made by direct deposit or by check for employees without bank accounts. Pay stubs will be maintained and distributed in paper format. Employer shall provide computer access at each of its offices for employees to access their pay records. This computer access shall be available on request, provided such requests occur during regular business hours. Any reference to "paycheck" in this Agreement for Employer shall mean the direct deposit (or debit card payroll payment) and/or the associated electronic payroll statement.

SECTION 17.8 L&I WORKER CONTRIBUTIONS

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

SECTION 17.9 PREDICTABLE INCOME

Catholic Community Services and SEIU775 share the goal of eliminating poverty through just wages, benefits, and working conditions.

Predictable income is a key factor in helping people rise out of poverty. The work in home care is unpredictable due to the changing needs of clients, collectively and individually. While both employer and employee may desire a full-time schedule with predictable start and stop times, this is often impossible.

The parties agree to develop and to pilot a program that allows for predictable and consistent hours for caregivers, using the dispatched HCA position as a starting point. The Labor Management Committee will develop this program. In the event a decision is reached by the Labor Management Committee; such decision shall not become effective until approved by both the Union and the Employer and shall be reduced to writing. The program will begin no later than July 1, 2020. Data collected and recommendation will be reported out of the LMC. The Employer will invest three cents (\$0.03) per every hour worked to this program beginning July 1, 2020 (excluding vacation, PTO and training hours).

ARTICLE 18: HOME CARE TRAINING AND CERTIFICATION

SECTION 18.1: TRAINING PARTNERSHIP

The parties recognize that Catholic Community Services has played and continues to play an instrumental and long-standing role in developing and building the home care training program in the State of Washington. Recognizing our mutual commitment to development of a

workforce capable of meeting the increasingly acute needs of the people served by home care and our encouragement of the development of human potential, the Employer will contribute to a fund for training and skills upgrading, known as the Training Partnership, pursuant to RCW 74.39A.009 and 74.39A.360. The Training Partnership will possess the capacity to provide training, peer mentoring workforce development and other services to home care aides. The Employer shall become and remain a participating employer in such a Partnership during the complete life of this Agreement, and any extension thereof.

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

SECTION 18.2: CONTRIBUTIONS

The hourly contribution to the Training Partnership (Partnership) for training, and certification and testing fees shall be no less than the hourly training contribution rate established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked 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.

Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Training Partnership Rate or forty-three and one-half cents (\$0.435), whichever is higher, to the Partnership for each Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing 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, and training hours. Consumer

participation hours shall also be excluded for contribution purposes.

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

Non-Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Training Partnership Rate or forty-three and one-half cents (\$0.435), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing 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.

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

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

SECTION 18.3 TRUST AGREEMENT

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

SECTION 18.4 ADVANCED TRAINING FOR ADVANCED HOME CARE AIDE SPECIALISTS AND ADVANCED BEHAVIORAL HOME CARE AIDE SPECIALISTS

The parties agree to participate in a new advanced skills training track designed for agency workers who support clients who have heavy personal care needs or experience behaviors of significant frequency and intensity based on criteria to be established by the Employer.

Participation in AHCAS/ABHCAS shall be established by criteria set by the Labor Management Committee. The criteria may take into account seniority and other factors that would indicate a client or worker who would benefit from advanced training.

To participate in the advanced skills training track, providers:

- Must be an agency provider with (i) a valid Home Care Aide certification or (ii) exempt from certification under RCW 18.88B.041 (1)(a)(i)(A) or (iii) RCW 18.88B.041 (1)(a)(i)(B), has at least 1,000 Career Cumulative Hours, and has completed seventy (70) hours of basic training, or has completed a previous version of advanced training provided by the Training Partnership; and
- Must meet any other criteria established by the LMC.

ARTICLE 19: SECURE RETIREMENT BENEFITS

SECTION 19.1 PARTICIPATING IN A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST

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

SECTION 19.2 CONTRIBUTIONS TO RETIREMENT TRUST

The hourly contribution rate to the Retirement Trust shall be the hourly contribution rate established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the “Retirement Rate”). If the Retirement Rate is reduced during the life of the Agreement, the parties shall reopen the Agreement solely for the purpose of renegotiating this Section 19.2.

Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Retirement Rate or (i) eighty cents (\$0.80), 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.

Non-Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Retirement Rate or eighty cents (\$0.80), whichever is higher, to the Trust for each Non-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. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

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

Contributions required by this Section 19.2 shall be paid periodically as required by the Trust.

SECTION 19.3 TRUST AGREEMENT

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

ARTICLE 20: MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

approach to emerging social problems and issues.

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

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

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

ARTICLE 21: UNINTERRUPTED CLIENT SERVICES

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

ARTICLE 22: SEVERABILITY

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance, be invalidated, ruled contrary to law, or enjoined by a Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or

circumstances shall not be affected thereby. In the event of such invalidation or injunction, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

ARTICLE 23: SUBCONTRACTING

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

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

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

ARTICLE 24: PARTNERSHIP

SECTION 24.1 LEGISLATIVE PARTNERSHIP

The Employer and the Union jointly recognize that elected officials and state regulators make decisions about Long Term Care standards and funding. We believe families and workers need to be heard during the legislative process. The Employer has a stake in the legislative process in order to maintain and increase funding necessary to operate its facility according to the highest standards. We recognize that without proper funding, providing optimum care is nearly impossible. Together, we form a committed community that stands ready to address the public

policy factors that influence our work and the lives of our members. We, as partners, are determined to be a voice that is heeded by policy makers in Washington State.

SECTION 24.2 RECRUITMENT OF WORKERS

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

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

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

SECTION 24.4 HOME CARE AGENCY ADVOCACY DAY

In recognition of the fact that the parties share an equal commitment to improving the quality of care of home care programs, specifically for home care agency workers and private agencies,

the Employer shall make every effort to provide an unpaid leave day for up to seven percent (7%) of the bargaining unit for the purpose of attending an advocacy day for the issues related to agency-provided home care. The advocacy day agenda shall be mutually agreed to by the Employer and SEIU 775.

SECTION 24.5 HOME AND COMMUNITY BASED CARE INDUSTRY-WIDE COMMUNICATIONS

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

ARTICLE 25: NO HARASSMENT, DISCRIMINATION, OR RETALIATION

The Employer shall strive to create and maintain a work environment in which people are treated with dignity, decency, and respect in an environment of mutual trust and free from intimidation, oppression, and exploitation.

Therefore, the Employer will not tolerate any form of harassment, discrimination, retaliation, violence or abuse by or against any employee toward any other person, including coworkers and third parties such as clients, vendors, visitors to the workplace, clients' family and friends in their homes while receiving care. The Employer will seek to prevent, correct and discipline behavior that violates the application of this Agreement and will investigate any allegations or complaints made by employees within five business days from the date the allegation or complaint was submitted.

Prohibited Conduct

The following are examples of conduct prohibited:

- Epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to any legally protected characteristic or activity;

- Written or graphic material displayed or circulated in the workplace that denigrates or shows hostility or aversion toward an individual or group because of any legally protected characteristic or activity;
- Intimidating, hostile, derogatory, disrespectful, or otherwise offensive conduct or remarks that are directed at a person or group because of any legally protected characteristic or activity;
- Knowingly and recklessly making a false complaint of harassment or discrimination, or providing knowingly false information regarding a complaint; and
- Retaliation against an employee for filing a good faith complaint, opposing harassment or discrimination, or cooperating in the investigation of a complaint.

CCS does not tolerate discrimination based on being male, female, or transgender; and based on sexual orientation, gender expression, or identity, including gender stereotyping. The following are examples of sex discrimination prohibited under this policy:

- Vulgar or sexual comments, jokes, stories, or innuendo;
- Sharing, posting, or showing sexually-related messages, videos or texts, or social media content;
- Graphic or suggestive comments about someone's body or manner of dress;
- Gossip or questions about someone's sexual conduct, sexual orientation, gender identity or expression, or transition to another gender;
- Vulgarity, leering, inappropriate touching, or obscene or suggestive gestures;
- Display in the workplace of sexually suggestive photographs, cartoons, graffiti, or the like;
- Unwelcome and repeated flirtations, requests for dates, or the like;
- Subtle pressure for sexual activity, including unwelcome but apparently sanction-free sexual advances by a supervisor to a subordinate;

- Solicitation or coercion of sexual activity, dates, or the like by the implied or express promise of punishment;
- Sexual assault;
- Intimidating, hostile, derogatory, disrespectful, or otherwise offensive conduct or remarks that are directed at a person because of that person's sex, whether or not the remarks themselves are sexual in nature; and
- Retaliation against an employee for refusing sexual overtures.

Every employee is responsible for creating an atmosphere free of harassment, discrimination and retaliation. Each employee is responsible for respecting the rights of co-workers and reporting to the Employer immediately should an instance of harassment, discrimination, or retaliation occur.

Reporting Discrimination, Harassment, or Retaliation

Employees are encouraged to report any concerns to their immediate Supervisor. If for any reason the employee chooses not to report to their Supervisor, they can report to the Service Director, manager, or Human Resources Director.

Protection from Retaliation

The Employer will not permit retaliation against anyone who in good faith (a) reports harassment, discrimination or retaliation; (b) opposes harassment, discrimination or retaliation; or (c) participates in an investigation. If the Employer determines that an employee has engaged in retaliation in violation of this policy, the employee will be subject to discipline, up to and including discharge.

Confidentiality

All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the HR Manager/Service Director will take adequate steps to ensure that the complainant is protected from retaliation

during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files.

Violence in the Workplace

The intent of the Employer is to provide a safe and secure environment for employees and clients by establishing violence prevention measures and providing assistance and support to victims. All employees are encouraged to be alert to the possibility of violence on the part of employees, former employees, clients, family members, and strangers. Employees should report threats or acts of violence to their Supervisor, Manager, or Human Resources. Every effort will be made to protect the safety and anonymity of anyone who comes forward with concerns about a threat or act of violence. The Employer shall work with victims of workplace violence by providing a debriefing for employees within 24 to 48 hours after a serious violent occurrence to discuss what happened and share what information the Employer may have regarding the incident. The Employer will use available resources to assist and support affected employees.

ARTICLE 26: FAMILY LEAVE MEDICAL, PRESCRIPTION DRUG, DENTAL AND VISION BENEFITS

SECTION 26.1 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 15, the Employer shall provide health benefits, as required by law, to eligible employees on FMLA (Family Medical Leave Act) during the complete life of this Agreement and any extension thereof.

SECTION 26.2 CONTRIBUTIONS

The parties agree that the Employer will contribute an additional four cents (\$0.04) per each Medicaid and Non-Medicaid hour worked effective July 1, 2021 for the purpose of extending health coverage for employees on FMLA. Medicaid-Funded Hour(s) worked shall be defined as

all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours. Consumer participation hours shall also be excluded for contribution purposes. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

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

Contributions required by Section 26.2 shall be paid periodically as required by the Trust.

SECTION 26.3 ELIGIBILITY STANDARDS

Eligibility for FMLA 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 15.

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

SECTION 26.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION

The Trust shall determine the appropriate level of contribution consistent with Article 15, if any, by eligible home care workers.

ARTICLE 27: TERM OF AGREEMENT

This Agreement shall become effective July 1, 2021, and shall remain in effect through June 30, 2023. In the event that the State reduces or increases the established vendor rate or reimbursement calculation for contracted services provided by the Employer and/or there is any other increase or reduction in the level of reimbursement established at the time of the signing of this Agreement, the parties agree to immediately reopen this Agreement for negotiations on all economically impacted sections. Within 2 (two) weeks of the close of the legislative session, the parties agree to schedule negotiations for the successor agreement

which shall begin as soon as practical. The parties will establish a goal of concluding the negotiation on or before June 30, 2023. The parties agree that there may be issues specific to the employer that could be appropriately addressed in addendum(s) to the successor agreement. If the parties to this Agreement are still in negotiations for a successor Agreement as of June 30, 2023, all the terms of this Agreement shall automatically be extended until such time as a new Agreement is concluded, or the parties reach impasse in bargaining. The parties agree that if, during the period of these negotiations, impasse is reached, the Parties may mutually agree to refer unresolved issues which are mandatory subjects of bargaining to a process of binding interest arbitration.

Should the parties not agree to refer the outstanding issues to interest arbitration, Article 10 (Uninterrupted Client Services) shall be waived and shall not be in effect. During the period of waiver of Article 10, the parties shall be free to exercise any lawful rights of economic action.

For SEIU 775

For (Employer)

Sterling Harders, President

Peter Nazzal, Long Term Care Director

Date

Date

APPENDIX A

APPENDIX A - WAGE SCALES

July 1, 2021 - December 31, 2021

Cummulative Career Hours	Base Wage	Base Wage + HCA Credential
0-2,000	\$ 17.48	\$ 17.73
2,001-4,000	\$ 17.52	\$ 17.77
4,001-6,000	\$ 17.62	\$ 17.87
6,001-8,000	\$ 17.72	\$ 17.97
8,001-10,000	\$ 17.87	\$ 18.12
10,001-12,000	\$ 18.10	\$ 18.35
12,001-14,000	\$ 18.35	\$ 18.60
14,001-16,000	\$ 18.81	\$ 19.06
16,001-20,000	\$ 19.06	\$ 19.31
20,001+	\$ 19.33	\$ 19.58

January 1, 2022 - June 30, 2022

Cummulative Career Hours	Base Wage	Base Wage + HCA Credential
0-2,000	\$ 17.57	\$ 17.82
2,001-4,000	\$ 17.67	\$ 17.92
4,001-6,000	\$ 17.77	\$ 18.02
6,001-8,000	\$ 17.87	\$ 18.12
8,001-10,000	\$ 18.02	\$ 18.27
10,001-12,000	\$ 18.23	\$ 18.48
12,001-14,000	\$ 18.49	\$ 18.74
14,001-16,000	\$ 18.95	\$ 19.20
16,001-20,000	\$ 19.20	\$ 19.45
20,001+	\$ 19.47	\$ 19.72

July 1, 2022 - December 31, 2022

Cummulative Career Hours	Base Wage	Base Wage + HCA Credential
0-2,000	\$ 17.85	\$ 18.10
2,001-4,000	\$ 18.02	\$ 18.27
4,001-6,000	\$ 18.12	\$ 18.37
6,001-8,000	\$ 18.22	\$ 18.47
8,001-10,000	\$ 18.27	\$ 18.52
10,001-12,000	\$ 18.36	\$ 18.61
12,001-14,000	\$ 18.63	\$ 18.88
14,001-16,000	\$ 19.09	\$ 19.34
16,001-20,000	\$ 19.34	\$ 19.59
20,001+	\$ 19.62	\$ 19.87

January 1, 2023 - June 30, 2023

Cummulative Career Hours	Base Wage	Base Wage + HCA Credential
0-2,000	\$ 18.02	\$ 18.27
2,001-4,000	\$ 18.12	\$ 18.37
4,001-6,000	\$ 18.22	\$ 18.47
6,001-8,000	\$ 18.32	\$ 18.57
8,001-10,000	\$ 18.41	\$ 18.66
10,001-12,000	\$ 18.50	\$ 18.75
12,001-14,000	\$ 18.77	\$ 19.02
14,001-16,000	\$ 19.23	\$ 19.48
16,001-20,000	\$ 19.48	\$ 19.73
20,001+	\$ 19.77	\$ 20.02

Live-In Rates

One Person	Two Persons	Two Persons (One homemaker)
<u>1/1/2021</u>	<u>1/1/2021</u>	<u>1/1/2021</u>
\$ 224.00	\$ 262.00	\$ 228.00
<u>1/1/2022</u>	<u>1/1/2022</u>	<u>1/1/2022</u>
\$ 231.84	\$ 269.84	\$ 235.84
<u>1/1/2023</u>	<u>1/1/2023</u>	<u>1/1/2023</u>
\$ 238.80	\$ 277.94	\$ 242.92

Administrative Rate

State of Washington Minimum Wage

Sleep Over Rate

State of Washington Minimum Wage

MEMORANDUM OF UNDERSTANDING REGARDING CHARITABLE CONTRIBUTION

All employees hired between December 31, 1994 and November 10, 2002 shall, as a condition of continued employment, on or before the thirtieth (30th) day following the signing of this Agreement either (1) commence payment of regular monthly dues uniformly required of members or (2) by making a written declaration to the Union and arrange with the Union to pay on their behalf an amount equivalent to regular Union dues to either the United Way, Children's Home Society of Washington, or Fred Hutchinson Cancer Research Center. Employees choosing the charity payment option must provide written proof of payment to the Union no later than the end of the month for which the payment is due.

FUND LETTER OF AGREEMENT CONTRIBUTIONS

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

For the 2021- 2023 CBA period, the parties will share the state's methodology for reimbursement so long as the amount contributed is at least that of what is required by the contract methodology. Should state payments under the state's methodology fail to at least equal the amount required by the contract methodology, the parties agree to collaborate correct the problem. In no event is the employer relieved of its obligation to make the minimum contribution required by the parties 2021-2023 CBA.

LETTER OF UNDERSTANDING – CERTIFICATION

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

If the Training Partnership provides notice that the funds contributed to the Training Partnership under the relative collective bargaining agreements and they are insufficient to

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

MEMORANDUM OF UNDERSTANDING REGARDING DIFFERENTIAL PAY

Employees working as of the ratification date of this CBA will not lose compensation for current clients served for purposes of stacking of wage differentials in 17.5 if by applying the non-stacking clause, they would lose compensation for the current client they serve. This 'grandfathering' is only for clients served at the time of completion of ACHAS and/or ABHCAS and does not include future clients.