

# **Collective Bargaining Agreement**

between

**SEIU 775**

and

**Concerned Citizens**

**Effective July 1, 2021 to June 30, 2023**

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## **ARTICLE 1: RECOGNITION**

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

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

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

No later than thirty (30) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this Agreement shall be or become and remain members of the Union no later than thirty (30) days following the first day of their Employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall result in termination of such employee, provided that the Union has given the employee fourteen (14) days’ notice that the employee’s obligation to make payment has not been met and that the delinquency renders the employee liable to termination under this section and that the termination request complies with applicable law. The Employer shall provide written notice to the Union of such discharge within thirty (30) days from the expected date of the discharge. The Employer shall not be obligated to dismiss an employee for non-membership in the Union: (a) If the Employer has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) If the Employer has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

### **SECTION 2.2: DUES DEDUCTION**

The Employer agrees to deduct from each bargaining unit employee’s pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union (10) ten days after the end of each pay period. If the report is delayed the Employer will notify the

Union when the report will be delivered. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be deducted or paid within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change. The Union reserves the right to enforce the terms and conditions of each employee's signed membership card with regard to when authorizations for deductions may be revoked. The Employer shall honor the terms and conditions of each employee's signed membership card.

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

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

### **SECTION 2.4: VOLUNTARY DEDUCTIONS**

Upon receipt of a payroll authorization form, the Employer shall deduct and transmit voluntary contributions from each employee to the Union. The employer shall deduct the sum specified from the pay of each employee and the authorization will be honored in accordance with its terms. The authorization will remain in effect until or unless revoked in writing by the employee or the Union. The amount deducted and a roster of all employees using payroll deduction for voluntary deductions will be promptly transmitted to the Union by separate check payable to the Union and identified as Voluntary Deduction, at the same time as the remittance of dues.

### **SECTION 2.5: ELECTRONIC SIGNATURE**

The Union may use electronic records to verify Union membership, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership. For any voluntary deduction of union dues and fees from wages or payments for remittance to the Union, authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union, the Employer may require an

authorization form physically executed by the employee to be provided by the Union prior to any such deduction being made from employee wages.

## **SECTION 2.6: BARGAINING UNIT INFORMATION AND REPORTING**

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and home address on file with the employer. The employer shall provide a roster of all bargaining unit employees to the Union on a monthly basis. This information shall be transmitted securely in a mutually agreeable format. The roster shall include each employee's first name, middle name and last name, classification, work location, social security number, gender, address type (mailing or physical) address 1, address 2, city, state, zip code, home phone number, cell phone number, (all phone numbers shall conform to the '(xxx) xxx-xxxx' format), email address, FTE status, rate(s) of pay, wage step, cumulative lifetime hours worked used for wage step determination (CCH balance- rolling total should include the hours worked on each row. Hours worked does not include PTO) live-in provider status, relationship to the consumer, pay period start date, pay period end date, pay period hours, gross pay, hours (includes all hours paid) in the month (or month-to-date in the event of twice-monthly pay), date of hire or rehire date (if applicable), membership status, amount paid in dues, amount paid in COPE (if applicable), amount paid in any other voluntary deduction(s) (if applicable), preferred language (if available), date of and reason for termination, employment or leave status, membership status, dues percentage, and date of birth. The employer shall facilitate reconciliation of these employment records including clarifying whether workers are inactive because of paid or unpaid leave or other reason.

The sum of the individual Union dues amounts in the Roster shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

If the Dues Report and the Employee Roster are submitted as separate reports, both reports must have a corresponding record, cover the same time period, and must contain the following identical information:

1. Employee number
2. First Name
3. Middle Name
4. Last Name
5. Social Security Number

## **SECTION 2.7: DATA MAINTENANCE**

The Union will conduct periodic audits of data related to membership form reconciliation, financial deductions, and bargaining unit information. The Employer shall complete and/or reconcile the audit within twenty (20) days of receiving the audit from the Union.

## **SECTION 2.8: DATA SECURITY**

The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or

vendor, except as necessary to comply with the provisions of this Agreement or the provision of other employment benefits, upon not less than twenty-one (21) days written notice to the Union, as required by law:

The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement.

The Employer shall provide a copy of the request and any other materials submitted as part of the request at the time of notification. The Employer shall provide the Union with at least fourteen (14) days to review and challenge the scope of the request prior to the Employer's response to the disclosure request. The Employer agrees to consider the Union's response prior to disclosing any information about bargaining unit members.

### **SECTION 2.8: MEMBERSHIP FORMS**

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

## **ARTICLE 3: UNION RIGHTS**

### **SECTION 3.1: ADVOCATE**

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

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

The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in contract enforcement. These activities are defined as time spent in grievance investigation, the labor management and Safety-No Harassment and No Discrimination (HAD) committees, "Union time" presentations, negotiations or meetings, and in-services as mutually agreed upon by the Union and the employer. Advocates shall have the obligation to coordinate with their supervisors when they will be utilizing advocate time, and shall follow all usual scheduling procedures to ensure client care coverage. Upon request from the employer, the Union will confirm time spent on contract enforcement activities.

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

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

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

An integral part of each employee's tenure with the Employer is an understanding of this Agreement and the role of the Union in the employment setting. As such, representatives designated by the Union shall be permitted to attend the Employer's new employee orientations, within the first half of every new employee orientation during regular working hours. The Union may make its presentation in person or by phone. The employer will endeavor to provide the Union representative or union advocate with at least forty-eight (48) hours' notice of all new employee orientations. In the event the employer's new employee orientation is to be cancelled, postponed or delayed, the employer shall notify the Union as soon as possible.

In some cases, various circumstances, such as scheduling conflicts, rural locations, emergent client needs, or unanticipated matters require new employee orientations to occur as needed and may be scheduled without notice. In these exceptional circumstances the Employer will, as they occur, provide the Union notice of new employees, which includes the employee's name, mailing address, home and cell phone numbers, and email address (if provided by the employee).

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 to be so included.

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

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

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

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

### **SECTION 3.6: ACCESS TO THE EMPLOYEES' FILES**

The employee or his/her worker representative shall have the right to examine the employee's personal file. If the employee is not present, the employee shall provide

written authorization to enable the worker representative to examine the file in the absence of the employee. Only appropriate information shall be maintained in an employee's personnel file. Employees may request that a document be removed from their personnel file, and the Employer retains full discretion in determining whether the request is granted. Disputes regarding documents placed in the employee's permanent personnel file are subject to the Grievance Procedure as stated in Article 9, and the employee does not need to provide written authorization to the employer when a staff member of the union has requested information regarding a grievance from the employer.

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

### **SECTION 3.7: EMPLOYEE COMMUNICATIONS**

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

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

inclusion or distribution.

### **SECTION 3.8: PAYCHECK DISTRIBUTION**

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

### **SECTION 3.9: MEETING ROOMS**

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

## **ARTICLE 4: NO DISCRIMINATION AND EQUAL OPPORTUNITY**

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

The Employer agrees that qualified applicants for employment will be considered without regard to race, ethnicity, color, physical and/or mental disability, marital status, national or tribal origin, genetic information, ancestry, gender and/or gender identity or perceived gender identity, sexual orientation or perceived sexual orientation, gender identity, age, religion, creed, citizenship status, veteran status, service in the Armed Forces of the United States, lawful political beliefs or actions, union membership or activities, or other characteristics or considerations made unlawful by federal, state, or local law or by government agency regulations. The Employer further agrees that they shall not discriminate in terms or conditions of employment on the basis of the aforementioned characteristics (except for bona fide occupational qualifications or client preference). The Employer and the Union also commit to support equal employment opportunity and affirmative recruitment to ensure a diverse workforce. 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 shall 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 Union as quickly as possible, 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. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the D.H.S. or ICE, or when an SSA audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying workers with documentation or social security problems.

To the extent permitted by law, the Employer shall not infringe the privacy rights of workers, without their express consent, by revealing to the D.H.S. or ICE any worker name, address, or other similar information. To the extent permitted by law, the Employer shall notify the affected worker and the Union in the event it furnished such information to the D.H.S. or ICE.

To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any worker who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements.

To the extent permitted by law, workers shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number. Workers who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this section shall restrict the Employer's right to terminate a worker who falsifies other types of records or documents.

#### **ARTICLE 5: CLIENT RIGHTS**

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

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

## **ARTICLE 6: PROBATION**

The first four (4) months of employment shall be the probationary period for all new Home Care employees. During this period the Employer shall provide specific orientation to the job performance expectations, to the agency and to the agency's services and programs, and to the people/clients served by the agency. Supervisors shall monitor performance during this time and will provide appropriate feedback to the employee, to help the employee successfully complete the probationary period. If requirements of the job are not being met, the Employer shall seek to counsel the employee to correct the defined deficiencies. If satisfactory improvement does not result, the probationary employee may be disciplined or terminated in the sole discretion of the Employer without further notice or recourse to the grievance procedure. The discipline or discharge of an employee who is in probationary status shall not be in violation of this Agreement. Probationary employees are covered by the terms and conditions of this Agreement except as specifically noted and retain the same legal rights as other employees under the National Labor Relations Act and applicable local, State and Federal laws. Employees completing the probationary period shall be credited with seniority retroactive to date of hire. Seniority shall be based on hours in accordance with the wage schedules set forth in this Agreement.

## **ARTICLE 7: SENIORITY**

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

Seniority shall be broken, for all purposes other than to determine wage rates, if the employee is terminated for just cause and not returned to work through the grievance process, voluntary resignation, failure to return to work within two weeks after recall from layoff; letting the certification lapse or re-assignment of client. In cases of voluntary

resignation, if the employee returns within one year, the employer shall have the sole discretion to restore an employee's seniority to the previous tenure.

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

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

#### **Just Cause and Progressive Discipline**

The Employer shall not have the right to discipline employees and/or to discharge non-probationary employees except for just cause. Communications between supervisors and employees about disciplinary matters shall be respectful and discipline shall be, in general, directed at correcting performance problems. In general, progressive discipline shall be used, with the general progression as follows: verbal warning, written reprimand or warning, suspension, and termination/discharge. Discipline should be issued in writing to the employee as expeditiously as possible.

#### **Serious Misconduct**

In the case of serious misconduct, or for disqualifying crimes as defined in statutes applied to the licensed provision of home care services, the employer may in its sole discretion, and for reasonable cause, bypass any one or all of the steps of progressive discipline; examples of such serious misconduct are: stealing, job abandonment (leaving clients unattended), abuse of client, stealing time, lying in an investigation, falsification of documents (including time records).

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

#### **Fact-finding**

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

When the employer requests a written statement in lieu of a meeting, the employer shall notify the employee of their right to consult their Advocate or the Member Resource Center prior to submission of the statement.

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

In the case of any written reprimand (written warning), suspension, economic sanction, or termination/discharge for cause, an Employer shall give a copy of the disciplinary action to the employee, stating the reasons for the discipline no later than three (3) business days from the effective date of the action. The document shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice:

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

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

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

Within seven (7) calendar days after any suspension or discharge for cause, an Employer shall notify the Union in writing (by fax or email) of the suspension or discharge and the reason for this action and shall attach a copy of the disciplinary notice signed by the employee or provided to the employee. The employer will attempt to assign other work to the employee while it is conducting its investigation as long as the employee is licensed to work. If the employee is exonerated after the employer’s investigation and he or she was not offered other work pending the investigation, the employer will reimburse the employee for the time lost at the employee’s current rate of pay plus any applicable differential. Employees who are suspended may use any accrued, paid leave during their period of suspension. If the employee is not offered other work pending the investigation and chooses to use paid leave during the investigation and is reinstated and exonerated by the employer, any paid leave used by the employee will be placed back into his or her available PTO balance.

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

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

identifiers adequately protects the confidentiality rights of the client and the provision of the complaint does not violate federal, state, local laws or regulations.

#### **SECTION 8.5: EMPLOYER RULES**

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

#### **SECTION 8.6: PERSONNEL FILES**

Any information about the employee may be included in the personnel file, including without limitation information regarding disciplinary action, such as client complaints, warnings, placements on probation status, and formal evaluation reports prepared by an Employer shall be placed in the employee's personnel file and a copy shall be made available to the employee upon the employee's written request. The employer shall allow the employee and/or his/her representative (if the employee so authorizes in writing) to examine the employee's permanent personnel file maintained in an Employer office, at a mutually agreeable time and date; files must be made available within five (5) business days of receipt of a written request. Employees who have a reasonable dispute with information in their personnel file may submit written comments no more than two (2) pages in length, replying to any material in their file, which comments shall also be maintained in their personnel file. Employees may not submit additional written comments regarding disputes which have been resolved through the grievance process. An employee that is represented by the union through the grievance process, does not need to authorize in writing for a union staff member to request information pertaining to his/her personnel file and/or pertaining to the investigation of a grievance.

Should the employee maintain a good record for one (1) year, all identified negative materials shall be removed from his/her personnel files at the request of the employee, unless otherwise required to be retained by state law or regulation. Files that are not removed after one (1) year shall be considered as if they had been removed so long as the employee has not committed the same offense within the past twelve (12) months.

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

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

other suitable home care work, the employee will be advised to apply for unemployment benefits and to have the option to use any accrued and available PTO.

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

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

## **ARTICLE 9: GRIEVANCE PROCEDURE**

### **SECTION 9.1: DEFINITION**

A grievance is hereby defined as a claim against, or dispute with, an Employer by an employee or the Union involving an alleged violation by an Employer of the terms of this Agreement which initiate on the execution date of this Agreement. If the Union believes that a term, condition, policy or procedure of the Employer's handbook conflicts with this Agreement and/or is unreasonable it shall have the right to file a grievance. The Union and the Employer are mutually committed to resolving disputes at the lowest level possible, in an expedient manner. Grievance response timelines may be extended by mutual written agreement.

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

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

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

### **SECTION 9.3: WRITTEN GRIEVANCE**

The written grievance must contain the following information:

- (a) the exact nature of the grievance;
- (b) the act or acts alleged to be violations;
- (c) when the alleged act(s) occurred;

- (d) the identity of the grievant(s);
- (e) the specific Article or provision of this Agreement or the past practice alleged to have been violated;
- (f) the remedy proposed to attempt to resolve the grievance.

The written grievance need not be on the Union's grievance form, as long as it contains the information above. The written grievance must be signed by the grievant or authorized Union representative.

#### **SECTION 9.4: GRIEVANCE STEPS**

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

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

**Step Two:** If no resolution or settlement is reached between the grievant and the supervisor, the grievant or the Union may file a written appeal of the supervisor's decision rendered in Step One to the appropriate Program Director or his/her designated representative. The grievant or Union shall file this written grievance within fifteen (15) calendar days after his/her receipt of the supervisor's decision from Step One. A meeting with the appropriate Program Director or his/her representative, the grievant, and the advocate or Union staff representative shall be held not later than ten (10) calendar days after receipt of the written grievance. The appropriate Program Director's response shall be issued to the Union representative within fourteen (14) calendar days from the date of the Step 2 meeting. The appropriate Program Director's response shall be final and binding on the employee, the Union, and the Employer, unless it is timely appealed to arbitration by the Union in accordance with this Article.

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

**MEDIATION (OPTIONAL):** In the event the grievance is not resolved through the process at Level 1 or Level 2, the Union and the Employer may agree to mediate the grievance. Such notification must be sent to the Employer within fifteen (15) calendar days after the

Level 2 Designee's decision has been issued or was due. Mediation shall be conducted by the Federal Mediation and Conciliation Service (FMCS) or such mediator as the Parties may mutually agree, on a non-binding basis. Any grievance settlement reached in mediation, whether it represents a compromise between the Parties or a full granting or withdrawal of the grievance, shall be reduced to writing, signed by the Parties and shall be final and binding.

Any settlement offer made in the course of mediation shall be considered "off the record" and shall be inadmissible in any subsequent arbitration. The function of the mediator is to provide the Parties with possible win/win resolutions of the issue and to offer skilled advice as to what is likely to happen in an arbitration hearing in order to make a settlement of the grievance(s) more likely. The Parties will agree as to when the mediation conference occurs, balancing the need to expedite case resolution with the convenience of mediating multiple grievances at once when possible. The mediation shall be attended by representatives of the Employer and the Union with full authority to resolve the grievances to be mediated. Employees who attend mediation shall do so on unpaid time. Every effort will be made to conduct mediation discussions as concisely as possible. The Parties shall bear their own costs for mediation. If a private mediator is used in lieu of FMCS by mutual agreement, the Parties will bear the cost of the mediator's services equally as well as when the mediator is chosen from the FMCS. If mediation is unsuccessful in resolving the grievance, or mediation is not selected as an option for resolution, the Union may advance the grievance to Level 4 (Arbitration).

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

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

#### **SECTION 9.6: ARBITRATION**

In the event that a grievance proceeds to arbitration, the Parties shall make a good faith effort to agree on an arbitrator and proceedings shall be held in a mutually agreed upon location. In the event the Parties are unable to agree, in no later than five (5) calendar days from receipt of the request by the Union for arbitration, the Parties shall select an arbitrator as follows:

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

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

OR

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

The jurisdiction of the impartial arbitrator is limited to:

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

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

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

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

### **ARTICLE 10: VACANCIES**

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

In order to ensure that all interested employees are advised of employment opportunities, notice of job vacancies for regular full or part time positions will be sent to the Union, and job announcements will be posted on designated bulletin boards in the office for at least seven (7) calendar days. In addition, information about all job vacancies will be available to employees by calling the office. All regular full or part-time vacancies will be posted and filled in accordance with this Agreement. Postings will include position requirements, minimum qualifications, substitute and preferred qualifications (if any), and base rate of pay.

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

An employee seeking to work additional hours will notify his/her supervisor(s) of a desire to work additional hours, and schedule availability. Employees who are seeking to qualify for healthcare coverage shall indicate that they are seeking additional hours in order to

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

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

### **SECTION 10.3: JOB DESCRIPTIONS**

Job descriptions shall be reviewed by management annually. Any revised job descriptions will be shared with the Union.

## **ARTICLE 11: LABOR / MANAGEMENT COMMITTEE**

### **SECTION 11.1: PURPOSE**

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

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

Each Committee shall be composed of the following members:

Up to four (4) Union representatives and an equal number of representatives of management.

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

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

Each Committee may meet quarterly, but no less than twice per calendar year, at a time mutually convenient to the Union and the Employer.

The Union and the Employer co-chairs for each Committee will prepare an agenda to be presented to their Committee at least three (3) working days prior to the scheduled meeting.

Employee Committee members will be paid their regular rate of pay for participation for any scheduled hours of work that the worker foregoes by service on a Committee. The Union and the Employer shall pay any travel expenses for the participation of their respective representatives.

### **SECTION 11.3: EMPLOYEE HANDBOOK**

Should the Employer create an Employee Handbook or modify an existing one, and if such additions or modifications affect bargaining unit members, the Employer will send the Union a copy of the new handbook at least 30 days in advance of the effective date. The Union shall have the right to demand to bargain over any mandatory subjects of bargaining included or proposed in such a Handbook.

### **SECTION 11.4: RELATION TO POLICIES**

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 11.5: NEGOTIATIONS**

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

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

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

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No 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: 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. 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 the health or safety of the employee or client.

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:
  - a. Documented by the Employer; or
  - b. 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 covered 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 12.2: SAFETY EQUIPMENT & SUPPLIES**

No employees shall be required to provide at their 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.

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

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

No employees shall be required to provide at their 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, employees will report the situation immediately to their supervisor.

## **SECTION 12.4: VACCINATIONS**

The Employer shall provide notice and offer, for employees who request them and at no cost to the employee, Hepatitis A and B vaccinations for employees caring for high-risk clients and who are not otherwise covered by health insurance. The Employer and the Union will work together to find a way to offer, tuberculosis (TB) and pneumonia vaccinations for employees who request them. Employees shall receive, upon request, flu shots as prescribed by medical standards. The Employer will continue to follow federal and state guidelines for Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination.

## **SECTION 12.5: SAFETY COMMITTEE**

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 for the employer shall function as its Safety Committee, consistent with applicable state and/or federal laws such as the requirement of SB 6205. Participation in a Safety Committee shall be considered time worked.

## **SECTION 12.6: ON CALL SUPPORT**

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

## **SECTION 12.7: IMMINENT DANGER**

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

The employee shall be offered a substitute position to make up for the hours scheduled, or be paid for his/her entire scheduled assignment for that day, including all travel time and travel miles (except errands not performed) that he/she would have been paid had that assignment been completed as scheduled.

Following receipt of such report, the Employer will investigate the report, including review with the employee, client, and appropriate referral agency. Appropriate action will be taken by the Employer, based on the facts identified during the review of the investigation, the provisions of the program under which the client is being served, and the requirements of the contract between the Employer and the referral agency. The employer shall provide copies of any documentation related of the incident to the Union upon request and the employer reserves the right to protect client confidentiality in the release of this information. If the client continues to be served by the Employer, the Employer will make sure any subsequent employees will be informed prior to beginning the assignment of any previous incidents, will be informed of the previous safety problem, and will be provided with the proper information such as illnesses, behaviors, history of harassment, discrimination, abuse, or violence (unless prohibited by law) and with training, equipment or direction necessary to address any future incidents in a safe manner.

## **SECTION 12.8: ANNUAL SAFETY TRAINING AS PART OF CONTINUING EDUCATION**

### **Health and Safety Training**

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

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

### **SECTION 13.1: CHECK STUB**

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

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

### **SECTION 13.2: PAY PERIOD**

Payment of wages shall be twice monthly. If a payday falls on a Saturday, the check will be distributed the preceding Friday. If a payday falls on a Sunday, checks will be distributed on the following Monday, unless the Monday distribution date is one of the recognized holidays, or a day when an Employer's office is scheduled to be closed for business; in such case, the checks will be distributed no later than the following Tuesday or immediate preceding business day.

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

10<sup>th</sup> and 25<sup>th</sup> of each month

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

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

The 2<sup>nd</sup> and 17<sup>th</sup> of each month

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

### **SECTION 13.3: CHECK CORRECTIONS**

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

### **SECTION 13.4: DIRECT DEPOSIT**

The employer shall offer direct deposit of paychecks. Such direct deposit shall be voluntary for employees of the Employer and will require authorization by each participating employee.

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

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

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

## **ARTICLE 15: UNPAID LEAVE**

### **SECTION 15.1: UNION LEAVE**

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

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

**Seniority Accrual and Benefits:** An employee on an approved Union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. For the purposes of Union Leave, all hours worked for the Union shall count as "hours worked" as defined in the CBA to a maximum of the employees regularly scheduled hours per month per employee, including wage progression and leave accrual, but excluding eligibility and contributions to the Health Benefits Trust and Training Partnership. In order to ensure continuity of benefits from the Health Benefits Trust and the Training Partnership of up to six (6) months for each Union Leave, all hours worked for the Union shall count as "hours worked" as defined in the CBA, and the Union shall make contributions directly to the Training Partnership and Health Benefits Trust, as if it were the Employer on all hours worked. In no event shall benefits from the Health Benefits Trust and the Training Partnership under this provision continue for more than six (6) consecutive months.

## **SECTION 15.2: BEREAVEMENT LEAVE**

Employees are eligible for up to five (5) days of unpaid funeral or bereavement leave for spouse, domestic partner, parents, step-parents, children, step-children, siblings, step-siblings, mother or father-in-law, grandparents, grand parents-in-law, grandchildren, brothers or sisters-in-law, aunts and uncles 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 15.3: GENERAL LEAVES OF ABSENCE**

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

Employees shall be entitled to the Washington Paid Family and Medical Leave, which is a statewide program, that started in 2020, per the general guidelines.

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

Family leave – 12 weeks or as provided by law, whichever is greater;

Medical leave – length of leave as certified by a physician; up to a maximum of one year; and

Military and active duty leave as provided by federal law.

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

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

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

#### **SECTION 15.4: MILITARY CAREGIVER LEAVE**

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

#### **SECTION 15.5: MILITARY SPOUSE LEAVE**

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

#### **SECTION 15.6: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE**

Eligible employees shall be entitled to take paid or unpaid leave for domestic violence, sexual assault or stalking that the employee has experienced, or for the use to care for and /or assist a family member who has experienced domestic violence, sexual assault or stalking.

Leave under this provision shall be administered in accordance with RCW 49.76.

#### **OTHER REQUIRED LEAVE**

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

## **ARTICLE 16: HOLIDAYS**

The following days shall be recognized as holidays:

- New Year's Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Memorial Day
- Christmas Day

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

### **SECTION 16.1: PREMIUM PAY HOLIDAYS**

Pay for Recognized Holidays:

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

Open Holiday Pay Shifts

Should a regularly assigned employee be requested to work on one of the holidays listed above and decline that assignment, the Employer shall offer the hours to the most senior qualified employee provided that a client's specific care needs and preferences are being met.

## **ARTICLE 17: TRAVEL PROVISIONS**

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

#### **Windshield time**

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

Employees who use public transportation for travel between assigned work locations or clients shall be paid their regular rate of pay per hour. Employees who use public

transportation between assigned work locations or for authorized errands shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly public transportation pass. Employees may be required to provide documentation of public transportation costs.

### **Mileage reimbursement**

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

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

Should additional funding for enhancing mileage reimbursement become available, the Employer agrees to re-open this section and any other related sections of the Agreement for re-negotiation.

### **Disputes about Reimbursement**

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

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

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

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

### **SECTION 17.3: DOCUMENTATION OF EXPENSES**

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

### **SECTION 17.4: NO SPEEDING**

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

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

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

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

### **SECTION 18.2: CONTRIBUTIONS**

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 18.2.

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

#### **A. 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, two and one-half cents (\$.025) of which may be used for a health and safety benefit. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours. Consumer participation hours shall also be excluded for contribution purposes.

Effective July 1, 2022, the Employer shall contribute the Healthcare Rate or three dollars and ninety-eight (\$3.98) whichever is higher, to the Trust for each Medicaid-Funded Hour worked, two and one-half cents (\$.025) of which may be used for a health and safety benefit.

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

#### **B. 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, two and one-half cents (\$.025) of which may be used for a health and safety benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective July 1, 2022, the Employer shall contribute the Healthcare Rate or three dollars and ninety-eight (\$3.98), whichever is higher, to the Trust for each Non-Medicaid-Funded Hour worked, two and one-half cents (\$.025) of which may be used for a health and safety benefit.

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

### **SECTION 18.3: ELIGIBILITY STANDARDS**

Employee eligibility standards for health care benefits shall be determined solely by the Board of Trustees and as permitted under existing law. The Trust is responsible for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications and follow up to secure required applications/documentation, disenrolling ineligible workers and providing COBRA notifications and follow up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and disenroll ineligible workers. The employer 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 18.4: EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

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

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

### **SECTION 18.5: PURPOSE OF THE TRUST**

For purposes of offering healthcare, dental and vision, and other benefits or programs authorized by the Board of Trustees to members of the bargaining unit, the Employer shall become and remain a participating employer in the Trust during the complete life of this Agreement, and any extension thereof.

### **SECTION 18.6: TRUST AGREEMENT**

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

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

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

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

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

#### **SECTION 19.1: ACCRUAL**

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

Employees shall accrue one (1) hour of paid time off for every twenty-five (25) hours worked.

PTO may accumulate for a maximum of 168 hours.

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

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

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

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

At the request of the employee, and at discretion of the Employer, payment in advance of the leave may be issued. Such requests shall be made in writing by the payroll cutoff date the requested leave commences.

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

Non-probationary employees who terminate shall be paid for all unused, accrued paid time off. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

### **Utilization of Sick Leave**

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

The Employer may, in its sole discretion, require reasonable proof of illness or disability and/or certification of the necessity of the employee's absence if it is longer than three (3) days.

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

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

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

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

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

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

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

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

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

### **SECTION 20.2: PLACEMENT ON THE SCALE**

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

### **Returning Employees**

Returning employees, who have had a break in service of less than two (2) years, will be credited with the number of hours of experience with the employer at the time of last date previously worked with the purpose of calculating their rate of pay.

### **Wage Progression**

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

### **SECTION 20.3: CNA OR CERTIFICATION DIFFERENTIAL**

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

### **SECTION 20.4: CLIENT/SERVICE INACCESSIBLE PAY**

If an employee is unable to provide service to a client due to the client's failure to answer the door, or if the client is not home, the employee shall notify the Employer by telephone promptly. If the Employer is unable to provide a substitute assignment, the employee shall be paid at the straight time hourly wage rate for two (2) hours show-up/no access pay, if the Employer can bill that time according to the state contract. In some cases, the supervisor may instruct a HCA to call ahead to secure the time.

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

The HCA shall receive credit towards wage progression (seniority on the wage scale), paid time off or leave accrual, and benefit eligibility for the entire scheduled assignment.

### **SECTION 20.5: OVERTIME**

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

### **SECTION 20.6: WEEKEND DIFFERENTIAL**

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

### **SECTION 20.7: CARE DIFFERENTIALS**

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

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

#### **Nurse Delegation**

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

#### **Client Special Skills Behavioral Needs Differential**

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

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

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

#### **SECTION 20.9: MENTOR, PRECEPTOR, OR TRAINER PAY**

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

#### **SECTION 20.10: 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 and Advanced Home Care Aide Specialist training at the time of hire for new employees with verification of completion from the employee or the Training Partnership. The two Advanced Training differentials are not stackable.

#### **SECTION 20.11: DIFFERENTIAL STACKING**

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

#### **SECTION 20.12: ADMINISTRATIVE LEAVE RATE**

An employee may be placed on unpaid administrative leave, removed from client services, or be reassigned while an investigation is being conducted if the Employer determines the nature of the allegations require the employee to be placed on leave or removed from client services and/or if an outside agency investigation requires that the employee be removed from client services.

In cases of alleged client abuse or neglect, the employee may be reassigned at the discretion of the Employer.

In cases where an outside agency is investigating allegations of abuse, neglect, or serious employee misconduct, it shall be the responsibility of the employee to inform the Employer when such time as he/she has been made aware by the outside agency that the investigation has been completed within twenty-four hours of completion and the outcome of such investigation. In the case where the employee does not inform the Employer within twenty-four (24) business hours that the investigation is complete, no compensation will be paid. The employee will keep in touch with the supervisor by text or email during the investigation. If the employee does not communicate weekly, no compensation will be paid. The employee will sign a release of confidentiality for the supervisor to communicate directly to the investigating agency.

An Employee placed on Administrative Leave, and who is subsequently exonerated and/or reinstated, shall receive back compensation at his/her regular rate. Any back compensation received by the employee will be determined based on the average number of hours worked per week by the employee for the preceding sixty (60) days prior to placement of the employee on Administrative Leave. If it is determined that the employee is to be discharged based on the allegations, the Employer will not be required to pay any back compensation.

In any case, the employee may use accrued, earned leave as a substitute for leave without pay, until the outcome of the investigation and if not exonerated.

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

#### **SECTION 21.1: TRAINING PARTNERSHIP**

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

The Training Partnership will possess the capacity to provide training, peer mentoring workforce development and other services to 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 21.2: 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. 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 Rate or forty-three and one half cents (\$0.435) whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

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

## **SECTION 21.3 TRUST AGREEMENT**

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

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

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

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

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

### **SECTION 23.1: PARTICIPATING IN A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST**

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

### **SECTION 23.2: CONTRIBUTIONS TO RETIREMENT TRUST**

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

Effective July 1, 2021, the Employer shall contribute the Retirement Rate of eighty cents (\$0.80), whichever is higher, to the Retirement Trust for each hour worked by all home care workers covered this Agreement with seven-hundred and one (701) or more cumulative career hours and fifty cents (\$0.50) for each hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours. Hour(s) worked shall be defined as all compensable hours worked by all employees covered by this Agreement in the Employer's in-home care program, excluding vacation hours, paid-time off hours, and training hours.

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

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

### **SECTION 23.3: TRUST AGREEMENT**

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

## **ARTICLE 24: DISPATCHED WORKERS**

### **SECTION 24.1: GENERAL**

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

### **SECTION 24.2: DISPATCHED HOURS**

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

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

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

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

When becoming a DHCA, the employee and Employer shall meet and develop a list of the employee's skills and abilities. DHCAs assigned shall agree to accept all client assignments offered consistent with the agreed-upon list of their skills and abilities.

DHCAs who decline client assignments that are consistent with their agreed-upon skills and abilities may be subject to reassignment to regular (non-dispatched) home care aide status.

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

### **SECTION 25.1: LAYOFF**

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

If layoffs are required, the least senior employee(s) in a branch office shall be laid off first provided that it does not interfere with client preference and that those employees remaining on the job in that branch office are qualified to perform the work remaining.

An employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required. The Employer agrees to provide thirty (30) days' notice of layoff to affected employees and to the Union. If there is a reason outside of the Employer's control to lay off an employee without enough time to give them and the Union a thirty (30) day notice, the Employer shall give as much of a notice as possible.

### **SECTION 25.2: RECALL**

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

## **ARTICLE 26: MANAGEMENT RIGHTS**

It is mutually agreed that the employer maintains all inherent managerial rights to manage the operations and direct the workforce in the employer's sole and exclusive judgment and discretion. This includes but is not limited to, the right to hire, transfer, promote, demote, reclassify, assign, layoff, or relieve employees from duties because of lack of work or funds; set and administer work performance and disciplinary standards, and discharge employees, subject to the conditions as set forth in this Agreement or as required by

federal or state regulation. The employer shall also have the right, in its sole discretion and judgment, to promulgate and enforce safety and health workplace rules. The foregoing statements of the inherent managerial rights of the employer are not all inclusive and shall not be construed in any way to exclude other functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement

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

### **SECTION 27.1: NO LOCKOUT**

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

### **SECTION 27.2: NO STRIKE**

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

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

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

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

This agreement constitutes the entire agreement between the parties. Any subject not stipulated to in this agreement is to be considered having been discussed and dispensed with. This agreement specifies all of the limitations on management rights, and all management rights not so limited remain in full force and effect unless and until they are re-negotiated between the parties, or constitute a mandatory subject of bargaining.

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

Should the Employer seek to create or alter an Employee Handbook (separate from this Agreement) in any substantive way, the Employer shall allow the LMC an opportunity to assist in writing or modifying the Handbook. The Employer shall notify the Union and furnish a copy of any revised handbook to the Union within three business days. The Union shall have the right to demand to bargain over any mandatory subjects of bargaining included or proposed in such a Handbook.

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

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 30: SUCCESSORSHIP & SUBCONTRACTING**

### **SECTION 30.1: SUCCESSORSHIP**

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

### **SECTION 30.2: SUBCONTRACTING**

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

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

The Employer agrees to grant up to seven percent (7%) of bargaining unit employees, based on a first-come, first-served basis, two (2) paid leave days designated by the Union for the general purpose of public action and lobbying the legislature to increase payments to home care agencies and their employees or for other issues of importance to the home care industry and the Union. The Union shall designate in writing to the Employer the employees who are requesting such leave. Leave requests shall take client needs into consideration, but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests.

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

## **ARTICLE 32: FAMILY LEAVE MEDICAL, PRESCRIPTION DRUG, DENTAL AND VISION BENEFITS**

### **SECTION 32.1: FAMILY LEAVE MEDICAL, PRESCRIPTION, DENTAL AND VISIONS BENEFITS THROUGH THE TRUST**

In addition to employee health care, dental, prescription drug and vision benefits through the SEIU Healthcare NW Health Benefits Trust (“Trust”) provided in Article 18, the Employer shall provide health benefits to eligible employees on FMLA (Family Medical Leave Act) and PFML (Paid Family and Medical Leave Program) during the complete life of this Agreement and any extension thereof.

### **SECTION 32.2: CONTRIBUTIONS**

The parties agree that the Employer will contribute four cents (\$0.04) per each Medicaid and Non-Medicaid hour worked effective July 1, 2021, for the purpose of covering the costs associated with extending health coverage for employees on FMLA and/or PFML. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours. Consumer participation hours shall also be excluded for contribution purposes. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

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

### **SECTION 32.3: ELIGIBILITY STANDARDS**

Eligibility for FMLA and PFML shall be certified by the Employer. Employee eligibility standards for health care benefits shall be determined solely by the Board of Trustees and as permitted under Article 18.

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

### **SECTION 32.4: EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

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

## **ARTICLE 33: ELECTRONIC VISIT VERIFICATION (EVV)**

It is anticipated that during the life of this agreement the Employer will implement or has implemented the use of Electronic Visit Verification (EVV), either through State or Federal regulation or of its own choice. The implementation of EVV or other electronic system would be an alternative to the use of timesheets, travel/mileage documentation and other

employee paper documentation. The parties will negotiate over implementation of this technology, including any portions of the agreement affected and the economic interests of employees that are implicated by implementation. The company agrees to seek input from the Union in the planning of training efforts and policy/procedure changes required in the use of this technology prior to implementing this program. Further, the parties agree to meet and review its impact and identify areas needing improvement after implementation.

## **ARTICLE 34: NO HARASSMENT, DIGNITY AND RESPECT**

The Employer and employees shall treat each other and clients with dignity, respect, and fairness.

No employees shall suffer from any type harassment, sexual or otherwise, and must report to an Employer's Human Resources representative of the Employer any incidents of harassment as a result of work with the Employer as soon as possible. The employer, in turn, must notify the union no later than in three (3) business days of the allegation of harassment made by the employee covered by this Agreement and of their findings investigating the complaint, once completed.

### **SECTION 34.1: HARASSMENT**

Harassment is conduct relating to an individual's race, color, religion, sex (including pregnancy or pregnancy related conditions), national origin, citizenship, age, protected disability, veteran status, or any other protected status in accordance with applicable federal, state or local laws which has the purpose or effect of:

- Creating an intimidating, hostile, or offensive work environment;
- Unreasonably interfering with an individual's work performance; or
- Adversely affecting an individual's employment opportunities.

By way of illustration only, and not limitation, such prohibited harassment includes:

- Verbal conduct: degrading jokes, comments or innuendos relating to a person's identity, slurs, sexual innuendos, suggestive comments, sexually graphic comments, unwanted sexual propositions, threats, intimidation or other menacing behavior.
- Non-verbal conduct: degrading, demeaning or sexually suggestive objects, pictures, cartoons, drawing, graffiti, cards, posters, text messages, videos, or social media posts; suggestive sounds or obscene gestures.
- Physical conduct: unnecessary and unwanted touching, impeding or blocking movements, physical interference with normal work or movement, or assault.

### **SECTION 34.2: SEXUAL HARASSMENT**

Sexual harassment is a form of prohibited harassment that occurs when the types of verbal and physical conduct described above are sexual in nature or directed at a person because of gender when a) submission to or rejection of such advances, requests, or

conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or b) such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

Examples of prohibited sexual harassment include, but are not limited to:

- Unwanted sexual advances, flirtations, or repeated requests for dates;
- Verbal sexual advances, propositions, requests, or comments;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, invitations, or sexually-oriented kidding or teasing;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or pictures, cartoons or posters;
- Sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media;
- Offering an employment benefit (such as a raise, promotion or career advancement) conditioned on an employee granting sexual favors to, or having a romantic relationship with, a supervisor or coworker, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity; or
- Physical conduct, such as touching, groping, assault, or blocking movement.

### **SECTION 34.3: VIOLENCE IN THE WORKPLACE**

Threats, threatening behavior, or acts of violence by or against employees, visitors, clients, residents, vendors, independent contractors, or others doing business with the Employer will not be tolerated. Such actions include but are not limited to: verbal or physical harassment or abuse, attempts at intimidation, sabotage, destruction of property, menacing gestures, possession of weapons, stalking, coercion, pushing or shoving, horseplay, or other hostile, aggressive, harmful and destructive actions.

Some employees are known to be at risk because they are subject to violence, threats, or harassment from a current or former client, spouse, partner, or other non-employee. Human Resources and Security personnel work with at-risk employees and their supervisors to develop safety plans that address the specific risks the employee faces while at work.

Victims of violent incidents in the workplace might have to contend with a variety of medical, psychological, and legal consequences. The Employer shall work with victims of workplace violence by:

- Referring victims to appropriate community resources, such as medical centers, counseling services, victim advocacy groups, legal aid, and domestic violence shelters;
- Providing flexible work hours or short-term or extended leave as required by leave policies;

- Cooperating with law enforcement personnel as needed in the investigation of any claim;
- Providing a debriefing for employees where appropriate 24 to 48 hours after a serious violent occurrence to discuss what happened and what steps are being taken by the company to support affected employees.

#### **SECTION 34.4: NO RETALIATION**

The Employer and the Union agree to take all complaints of unlawful discrimination and harassment seriously and will not retaliate, or allow retaliation, against employees for complaining of discrimination or harassment, assisting in an investigation related to harassment or discrimination, or for filing a complaint alleging discrimination or harassment. Employees and applicants shall not be subject to harassment, threats, coercion or discrimination because they filed a complaint, participated in an investigation, or exercised any other right protected by federal, state, or local law.

#### **SECTION 34.5: CONFIDENTIALITY**

All complaints of harassment or discrimination reported to management or Human Resources will be treated as confidentially as possible, except as needed to conduct a fair investigation. The investigation will include a private interview with the person filing the complaint and with witnesses, to the extent deemed necessary.

### **ARTICLE 35: TERM OF AGREEMENT**

This Agreement shall be effective July 1, 2021, for the Union and Concerned Citizens and shall remain in full force and effect, as amended by mutual written agreement of the Parties, through June 30, 2023.

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

Negotiations for a successor Agreement for the Union and the Employer shall be conducted as industry-wide negotiations with the Union to commence no earlier than October 1, 2020, and no later than two (2) weeks following Legislative approval or rejection of the pattern home care Agreement between the State of Washington and the Union. Should the Parties reach impasse and fail to reach agreement by June 30, 2023, the Parties may agree to submit outstanding issues to interest arbitration.

## APPENDIX A: WAGE SCALE

Cumulative Career Hours	July 1, 2021	July 1, 2021	January 1, 2022	January 1, 2022	July 1, 2022	July 1, 2022	January 1, 2023	January 1, 2023
	Base Rate	HCA Certified	Base Rate	HCA Certified	Base Rate	HCA Certified	Base Rate	HCA Certified
0-2,000	\$ 16.93	\$ 17.18	\$ 17.06	\$ 17.31	\$ 17.19	\$ 17.44	\$ 17.32	\$ 17.57
2,001-4,000	\$ 17.08	\$ 17.33	\$ 17.21	\$ 17.46	\$ 17.34	\$ 17.59	\$ 17.48	\$ 17.73
4,001-6,000	\$ 17.23	\$ 17.48	\$ 17.36	\$ 17.61	\$ 17.49	\$ 17.74	\$ 17.62	\$ 17.87
6,001-8,000	\$ 17.41	\$ 17.66	\$ 17.54	\$ 17.79	\$ 17.68	\$ 17.93	\$ 17.81	\$ 18.06
8,001-10,000	\$ 17.61	\$ 17.86	\$ 17.74	\$ 17.99	\$ 17.87	\$ 18.12	\$ 18.00	\$ 18.25
10,001-12,000	\$ 17.86	\$ 18.11	\$ 17.99	\$ 18.24	\$ 18.12	\$ 18.37	\$ 18.26	\$ 18.51
12,001-14,000	\$ 18.11	\$ 18.36	\$ 18.25	\$ 18.50	\$ 18.39	\$ 18.64	\$ 18.53	\$ 18.78
14,001-16,000	\$ 18.77	\$ 19.02	\$ 18.91	\$ 19.16	\$ 19.05	\$ 19.30	\$ 19.19	\$ 19.44
16,001-20,000	\$ 19.02	\$ 19.27	\$ 19.16	\$ 19.41	\$ 19.30	\$ 19.55	\$ 19.44	\$ 19.69
20,000 +	\$ 19.29	\$ 19.54	\$ 19.43	\$ 19.68	\$ 19.58	\$ 19.83	\$ 19.73	\$ 19.98

**For SEIU 775**

**For Concerned Citizens**

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Sterling Harders, President

Linda Middleton, Owner

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Date

Date