

# **Collective Bargaining Agreement**

**between**

**SEIU 775**

**and**

**Full Life Care**

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

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## **PREAMBLE**

The purpose of this Agreement is to achieve and maintain harmonious relations between Full Life Care (“the Employer” or “Full Life Care”) and Service Employees International Union Healthcare 775NW (“the Union”), (collectively: “The Parties”) to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the parties with respect to wages, hours of work, and terms and conditions of employment. Full Life Care and SEIU 775 will work to build a relationship that, acknowledging limitations imposed by state and program funding, will strive to maintain competitive compensation for workers, provide a high-quality work environment, and enhance an ongoing relationship of trust and respect. The parties recognize our obligation to serve clients with the highest quality of care. The parties further recognize the importance of raising standards throughout the long-term care industry and agree to work together to achieve this goal.

## **ARTICLE 1: RECOGNITION**

The Employer recognizes SEIU 775 as the sole and exclusive collective bargaining representative for the purposes of establishing salaries, wages, hours, fringe benefits, and working conditions for all employees who are employed by the Employer throughout the State of Washington, including but not limited to: all full-time, regular part-time, and on-call Activity Coordinators, Administrative Assistants, , Case Managers, Certified Occupational Therapy Assistants (COTA’s), Home Care Assistants, Home Care Specialists, Intake Specialists, Kitchen Workers, Kitchen Lead, Licensed Practical Nurse (LPNs), Occupational Therapists, Program Coordinators, Program SEIU 775/Full Life Care 2019-2021 9 Assistants, Program Assistants/Case Managers, Social Workers, Time Program Coordinators, and employed by the Employer at its Western Washington locations.

### **SECTION 1.1: NEW POSITIONS**

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



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

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

All bargaining unit employees shall, as a condition of employment, become and remain members of the Union tendering periodic dues and fees as determined by the Union. Each new employee shall be required to become and remain a member of the Union no later than the thirtieth (30th) day of employment. Employees in the bargaining unit at the time of ratification of this Agreement shall be required to become and remain members of the Union no later than three payroll periods following ratification of this Agreement. Any employee who fails to satisfy this obligation shall be discharged by the Employer pursuant to the provisions of section 2.2.

### **SECTION 2.2: RELIGIOUS EXEMPTION**

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

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

The Union may demand the discharge of any bargaining unit employee who is delinquent in payments required in this Article or refuses to become and remain a member of the Union.

The Union shall communicate delinquency to the affected employee and to the Employer within thirty (30) days of delinquency. The notice to the delinquent employee shall include a) the fact that the Union has no record of the employee's membership or religious exemption and b) the action required by the employee in order to satisfy requirements of this Agreement. This notice

may include: the amount needed to pay delinquent dues in full, a membership form, and/or any other action needed on the part of the employee to satisfy obligations of this Agreement. The Union shall, at the same time, notify the Employer of the name and reason for delinquency of any employee.

Should the employee fail to satisfy obligations of this Agreement, within fifteen days from the date of the original notice of delinquency, the Union may demand in writing that the Employer discharge the employee. Following receipt of such demand, the Employer shall discharge the employee within 7 calendar days of the date of the Union's demand.

## **SECTION 2.4: BARGAINING UNIT INFORMATION**

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and home address on file with the Employer.

### **2.4.1 DUES REPORT AND EMPLOYEE ROSTER**

The Employer shall provide a roster of all bargaining unit employees covered by this Agreement to the Union five (5) business days after each payroll. The roster shall include:

- Employee number
- First Name
- Middle Name
- Last Name
- Social Security Number
- Phone Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Mobile Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Address Type (Mailing, Physical)
- Address 1
- Address 2
- City
- State
- Zip
- Email
- Birthdate

- Gender
- Hire Date
- Termination Date
- Wage rate
- Overtime hours
- Differential rate (if applicable)
- Paid time off hours paid
- Paid time off hours balance (rolling total should include the hours earned/used/forfeited on each row).
- Cumulative lifetime hours worked used for wage step determination (CCH balance – rolling total should include the hours worked on each row).
- Retro pay amount
- Retro pay hours
- Pay Period Start Date
- Pay Period End Date
- Pay Period Hours
- Dues deduction amount
- Voluntary Deduction 1 Type
- Voluntary Deduction 1 Amount
- Voluntary Deduction 2 Type
- Voluntary Deduction 2 Amount
- Voluntary Deduction 3 Type
- Voluntary Deduction 3 Amount
- Voluntary Deduction 4 Type
- Voluntary Deduction 4 Amount
- Voluntary Deduction 5 Type
- Voluntary Deduction 5 Amount
- Gross pay
- Work location
- CBA Job classification

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:

- Employee number
- First Name
- Middle Name
- Last Name
- Social Security Number

The Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or other reason. All information required to be transmitted under this Agreement shall be transmitted securely in a common electronic format agreed upon by the Employer and the Union. The sum of the individual Union dues amounts in the Report/Roster shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Report/Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

#### **SECTION 2.5: PAYCHECK DEDUCTIONS**

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

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

defending against such claim or obligation.

#### **SECTION 2.6: MEMBERSHIP FORMS**

For new employees, union membership materials shall be distributed with the basic employment paperwork required by the Employer. All membership forms for the Union completed by a new employee of the Employer will be forwarded to the Union no later than the thirtieth (30th) day of the new employee's employment with the Employer.

#### **SECTION 2.7: POLITICAL ACCOUNTABILITY FUND/COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTION**

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily signs and executes a written COPE wage assignment authorization form. When filed with the Employer, the written 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 COPE contributions will be promptly transmitted to the Union by separate check payable to the Union and identified as COPE deductions, at the same time as the monthly remittance of dues.

Upon issuance and transmission of a check to the Union, the Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the written assignment of wages for the payment of 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 2.8: OTHER VOLUNTARY DEDUCTIONS**

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

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

#### **SECTION 2.9: ELECTRONIC SIGNATURE AND VOICE AUTHORIZATIONS**

The Union may use electronic records to verify Union membership, subject to the requirements of state and federal law. Electronic records include electronically recorded phone calls, an online deduction authorization, or by any other means of indicating agreement so long as the Union can establish that such method is verifiable and allowable under state and federal law to the Employer's satisfaction. The 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 Union will indemnify and hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership dues and fees and any voluntary deduction authorized by the employee, including the cost of defending against such claim or obligation.

#### **SECTION 2.10: DATA MAINTENANCE**

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

#### **SECTION 2.11: DATA SECURITY**

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about employees unless required to do so due to ongoing litigation, pre-litigation, vendor requests made as part of benefits enrollment, government/agency requests to, to comply with a court order or other judicial/arbitral demand, or other situation:

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

The Union and the Employer will inform the other party of any data breaches that may result in a loss of data/personal information within ten (10) business days of becoming aware of the breach.

## **ARTICLE 3: LABOR-MANAGEMENT COMMITTEE**

### **SECTION 3.1: COMPOSITION**

The purpose of Labor-Management Committees at Full Life Care shall be to address issues of mutual interest to the Union and the Employer, and to facilitate communication and collaboration between Union members and management in order to improve employment and care delivery practices. Each Committee shall consist of the following members:

- Home Care - Up to six (6) members chosen by the Union, and up to six (6) representatives of management
- Adult Day Health - Up to three (3) members per site chosen by the Union, and up to three (3) representatives of management per site

The Labor-Management Committees for each program will meet quarterly or as often as needed to discuss issues, concerns, suggestions and ideas of interest to both Parties.

Alternatively, and/or in addition, individual work sites bargaining unit positions/ programs may establish a Labor-Management Committee specific to an individual work site. Such a Labor Management Committee will consist of up to three (3) representatives of the Employer and up to three (3) representatives of the Union.

The Employer and the Union shall also establish a Labor-Management Committee with up to six (6) representatives from the Union and six (6) representatives of management with proportional representation from Adult Day Health, and Home Care. This Full Life Care-wide Labor Management Committee will meet quarterly or as often as needed to discuss issues, concerns, suggestions and ideas of interest to both Parties.

All employees shall be compensated at their regular rate of pay for the time spent at Labor Management Committee meetings.

Such paid leave time shall be counted for the purpose of overtime computation or credited towards the employee's Cumulative Career Hours. Minutes or summaries from Labor-Management Committees shall be posted on Union bulletin boards. No Labor Management Committee will have authority to modify this Collective Bargaining Agreement.

Employees shall have the obligation to inform their supervisors in advance when they will be utilizing committee time and shall follow all usual scheduling procedures to ensure client care coverage.

### **SECTION 3.2: EMPLOYEE HANDBOOK**

The employer will agree to provide the Union with a copy of its Handbook within 30 days of its completion and will provide the Union with 30 days' notice of any changes that affect the terms and conditions of bargaining unit employees.

### **SECTION 3.3: CONTRACT**

Home care workers speak a wide diversity of languages, often as part of their job providing care to clients who speak languages other than English. The Labor Management Committee shall explore opportunities to translate the contract in full or in part (as individual articles or as summaries) to other languages besides English. The Union shall share in this responsibility, acknowledging the cost burden of translation.

## **ARTICLE 4: UNION RIGHTS**

### **SECTION 4.1: ADVOCATES OR WORKER REPRESENTATIVES**

For purposes of representation and mutual administration of the contract, the Union will designate Advocates (worker representatives) up to two per work shift at each work site, or no more than one per thirty (30) home care employees from among its members employed by the Employer. The Union will notify the Employer when an Advocate has been designated.

### **SECTION 4.2: ADVOCATE RECOGNITION**

The Employer agrees to compensate designated Advocate at their regular rate of pay for their involvement in certain limited labor relations activities. These activities are defined as actual time



spent in grievance meetings provided that the Advocate notifies the immediate supervisor(s) in advance and the supervisor(s) approve; labor management committee meetings including safety committee meetings, orientation presentations, negotiations, and other activities that benefit both the Union and the Employer by prior mutual agreement. Advocates shall have the obligation to inform their supervisors in advance when they will be utilizing Advocate time and shall follow all usual scheduling procedures to ensure client care coverage.

Subject to appropriate advance notice and scheduling requirements, worker representatives up to a total of four (4) per calendar year per work site shall be granted eight (8) hours per calendar year to attend Union sponsored training in leadership, representation and dispute resolution. Worker representatives shall be compensated at their regular rate of pay for time spent in such training.

Subject to appropriate advance notice and scheduling requirements, employees shall be granted unpaid time, except that an employee may choose to utilize any earned paid time off (i.e. vacation), to attend the Union Convention.

#### **SECTION 4.3: EXECUTIVE BOARD MEMBERS**

The Union will provide the Employer written notice of any bargaining unit employees serving as a Union Executive Board Members.

#### **SECTION 4.4: BULLETIN BOARD**

The Employer will provide a bulletin board or bulletin board space, in an area accessible to employees in each office or work site for union postings.

#### **SECTION 4.5: ORIENTATIONS: NEW EMPLOYEE ORIENTATIONS**

A worker representative or union representative will meet with new employees during a facility's orientation to introduce employees to the Union and this Agreement. The meeting will be held in conjunction with the Employer's New Employee Orientation. At least forty-eight (48) hours' notice shall be given to the Union prior to such Orientation. The Union portion of the Orientation meeting may last up to thirty (30) minutes. A worker representative will be released from work, if necessary. The Employer shall compensate the worker representative and any new bargaining unit employee at such employee's regular rate of pay up to thirty (30) minutes for the time spent

in introduction of the new employee(s) to the Union and Union Contract.

#### **SECTION 4.6 ACCESS TO NEW EMPLOYEES IN HOME CARE PROGRAM**

The Employer shall schedule new caregivers for the thirty (30) minute “union time” at the required basic training of home care workers, such time shall be paid. The Employer will schedule employees with pay to attend a fifteen (15) minute annual union time meeting connected to Continuing Education Classes, such time shall be paid. When an annual health and safety training is implemented, the union time block will be scheduled contiguous to those classes.

#### **SECTION 4.7: ACCESS TO EMPLOYER PROPERTY**

A duly authorized representative of the Union may visit the premises of the Employer for bona fide Union business concerning employees covered by this Agreement, upon first notifying the Administrator or person in charge, of the intended visit by making a good faith effort to notify the Employer at least twenty-four (24) hours in advance. The Union representative shall have access to any bargaining unit employee in the non-work and nonresident areas, so long as it will not interfere with employee performance or disrupt residents or guests. The Union agrees to provide the Employer with a list of representatives, Advocates and officers and to maintain the list in current status.

In accordance with the Employer’s policies, the Union may use designated meeting rooms of the Employer for meetings of members of the bargaining unit, provided sufficient advance request for meeting facilities is made to the designated Employer representative, and that space is available.

#### **SECTION 4.8: ACCESS TO EMPLOYER PROPERTY: PERSONNEL FILES**

Employees have the right to access their own personnel file. The employee and/or the employee’s advocate or representative may examine in the presence of an authorized Employer representative the employee's permanent personnel files maintained in Human Resources, upon the employee’s written request. If the Advocate is present, the employee must also be present at the same time. Files must be available within two (2) business days of a receipt of written request. Employees will be given the opportunity to provide a written rebuttal, to be placed in their file, to any materials that are a part of their file. Upon request, a copy of all written

disciplinary actions and performance evaluations shall be given to the employee.

#### **SECTION 4.9: 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:

a) Should the Employer establish a newsletter directed at employees, or employee mail boxes at the work site(s), the Union shall have the right to submit information for inclusion or distribution. The Employer shall provide a literature box adjacent to timesheet drop boxes for the use of the Union.

b) Websites maintained by the Employer that bargaining unit members might reasonably access to seek employment related information shall contain a link to the Union's website.

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

### **ARTICLE 5: UNION LEAVE**

#### **SECTION 5.1: SHORT UNION LEAVE (UNPAID)**

With fifteen (15) calendar days' notice to the Employer, employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come, first-serve basis. The Employer may limit the numbers of employees granted leave to no more than ten (10) as covered by this Agreement, and no more than two (2) from any work site. Employees on unpaid union leave may utilize any earned PTO while on leave, and shall be entitled to any recognized, paid holiday which occurs while on such short leave if the employee would otherwise normally be entitled to the paid

holiday.

### **SECTION 5.2: SHORT UNION LEAVE (PAID)**

The Employer shall grant up to eight (8) paid shifts per contract year per program covered by this Agreement for employees to engage in public advocacy for quality long-term care, as agreed between the Employer and the Union. The Employer shall make a good faith effort to maximize the number of employees released on unpaid leave to attend one of the main days designated as public advocacy days by the Union.

### **SECTION 5.3: EXTENDED UNION LEAVE**

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

A leave of absence without pay shall also be granted to no more than two (2) employees per year for no more than ninety (90) calendar days each to conduct the Union's business provided fifteen (15) calendar days written notice is given. The Employer and the Union shall cooperate in the scheduling of substitutes, so that employees on leave can return to their job positions upon ending their leave. If this leave lasts more than sixty (60) calendar days' the Employer will not be able to guarantee home care workers a return to work with the same clients. If the Employer determines it will harm client services, the Employer may delay a leave request to the employee serving the affected client, until the Employer can find a suitable substitute. If more than one leave of this kind is taken per year by the same employee, the second or additional leave request shall be at the sole discretion of the Employer.

An employee on an approved union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. The Union or the Employee shall reimburse the Employer (or other provider, such as the Health Benefits Trust) for benefit costs incurred by the Employer for employees on extended union leave.

## **ARTICLE 6: DEFINITIONS**

### **SECTION 6.1: PROBATIONARY EMPLOYEE**

An employee who has been hired on a full-time or part-time basis and who has been continuously employed by the Employer for ninety (90) or less calendar days is a probationary employee. After ninety (90) days of continuous employment, the employee shall become a regular employee unless the probationary period is extended by mutual agreement. During the probationary period, an employee may be discharged without recourse to the grievance procedure.

### **SECTION 6.2: REGULAR FULL TIME EMPLOYEE**

An employee so classified on the Employer's personnel records, and who is regularly scheduled and who works no less than twenty (20) hours per week (Homecare) and no less twenty-two (22) hours per week (all other programs) is considered a regular full-time employee.

### **SECTION 6.3: REGULAR PART TIME EMPLOYEE**

An employee so classified on the Employer's personnel records, and who is regularly scheduled and who works less than twenty (20) hours per week (Homecare) and less than twenty-two (22) hours per week is considered a regular part-time employee.

### **SECTION 6.4: ON-CALL EMPLOYEE**

An on-call employee shall be defined as an employee not regularly or consistently scheduled to work and or/and employee called in to work on an unscheduled, intermittent basis. On-call status will be reviewed for reclassification purposes if an employee is scheduled to work on the same basis as a benefit eligible full-time or part-time employee as defined within this Agreement for more than three (3) months. Those who are reclassified to a benefit-eligible regular full-time or regular part-time status shall begin to accrue seniority for purposes of wages and benefits accruals at the time of the reclassification.

### **SECTION 6.5: BARGAINING UNIT WORK**

The Employer recognizes importance of the integrity of the Bargaining Unit work. Bargaining Unit work shall be performed by classified regular full-time, regular part-time and on-call employees in the Bargaining Unit.

The Employer will not assign bargaining unit work to non-Bargaining Unit employees or

volunteers except as noted in 6.6 and when a temporary work relief is required for a period of time no longer than thirty (30) days or for emergency.

No employee shall be hired in a temporary status.

**SECTION 6.6: USE OF VOLUNTEERS (AMERICORPS, JESUIT VOLUNTEER CORPS, LUTHERAN VOLUNTEER CORPS)**

The Employer and the Union agree that while volunteers provide a valuable resource to the Employer, volunteers shall not be used to replace bargaining unit workers, supervise or manage them.

In order to satisfy state's requirements for Adult Day Health sites operation, the Employer may continue to utilize volunteers in two (2) bargaining unit classifications, Case Manager and Program Assistant, within Adult Day Health program, limited to a total 1.5 FTE per Adult Day Health site for both classifications (example: 1.0 FTE Case Manager Volunteer and 0.5 FTE Program Assistant Volunteer per site).

**ARTICLE 7: SENIORITY, LAYOFF, AND LOW CENSUS**

**SECTION 7.1: SENIORITY DEFINITION**

For the purposes of this Agreement, seniority is defined as an employee's continuous length of service with the Employer from the employee's most recent date of hire. This will be computed from the nearest starting payroll date, for each individual employee. The seniority date will be used for seniority purposes under this Agreement, including payroll, benefits and other specified areas.

**SECTION 7.2: APPLICATION OF SENIORITY**

The Employer and the Union agree that in all cases of job opening, promotion, transfer, layoff, recall, vacation preference, shift or schedule change, seniority shall be the determining factor as explained below and elsewhere in the agreement.

**SECTION 7.3 AVAILABLE HOURS OF WORK**

The Employer shall be bound by the seniority provisions of this Agreement in the assignment of regular hours to part-time employees as such hours become available and are desired by such employees.

#### **SECTION 7.4: TERMINATION OF SENIORITY**

Seniority shall be broken only by the following:

- a. Resignation
- b. Discharge for Just Cause
- c. Retirement
- d. Layoff for more than twenty-four (24) months
- e. Failure to return in accordance with a leave of absence or when recalled from layoff
- f. Illness or injury of more than one (1) year duration, unless approved by the Employer

#### **SECTION 7.5: LAYOFF OR RECALL**

Layoff is defined as an involuntary separation from service, not reflecting discredit on an employee. In the event of layoff, employees shall be laid off by classification. Seniority of those employees within a job classification shall be the determining factor in such layoff, unless the ability and the performance record of the employee with less seniority is appreciably superior to the employees with more seniority and can be clearly demonstrated and supported by the Employer upon Union's request.

##### **SECTION 7.5.1 NOTICE OF LAYOFF**

Regular full-time and part-time employees shall be entitled to receive thirty (30) calendar days' notice of layoff or pay in lieu thereof, plus any accrued vacation leave.

The Employer shall notify the Union, in writing, no less than thirty (30) calendar days before the layoff of a bargaining unit employee.

After layoff notices are sent, the Employer shall make a concerted effort to place interested employees in positions outside of their original programs if they become available. Employees hired for positions other than their original positions would be placed on the corresponding wage scale. The Employer will endeavor to assist displaced employees in finding other employment opportunities with other social service providers.

##### **SECTION 7.5.2: RECALL**

Employees who have been laid off pursuant to Section 7.5 shall, for a period of time up to

twenty-four (24) months, be subject to recall to regular job openings in their former classification or any other classification for which they are qualified. Recall from layoff shall be in order of seniority. Any notice of recall to an employee shall be sent to the last known address of the employee by certified mail return receipt requested. A copy of the letter shall be sent to the Union. It is the responsibility of the employee to notify the Human Resources Department of any change in address.

If the employee does not respond to a communication sent by mail within seven (7) calendar days from the receipt of the recall notice, the employee will be removed from the recall roster and such employee's personnel records shall be adjusted to reflect the employee's discharge from employment with the Employer.

#### **SECTION 7.6: PROGRAM CLOSURE**

In the event that the Employer chooses to close an entire program, the Employer will follow the requirements of the Federal WARN legislation (or subsequent state legislation), which provides a sixty (60)-day notice of closure or pay in lieu of notice.

#### **SECTION 7.7: JOB FAIR**

The Employer shall work with the Union to set up a "Job Fair", providing area employers an opportunity to recruit the employees who are being laid off, and publicizing the assistance of programs for dislocated workers.

#### **SECTION 7.8: LOW CENSUS**

Low census shall be defined as a decline in client care requirements resulting in a temporary staff decrease. Reduction of hours due to low census does not have any notice requirements. After the schedule is posted, in the event the Employer reduces the workforce in a job classification on a given shift due to low census, scheduled hours will be reduced in the following order:

First Cut: Agency Personnel

Next Cut: Employees working in an overtime pay condition

Next Cut: Employees working a scheduled extra pickup shift which will result in overtime during the pay period



Next Cut: Employees that volunteer to take a low census day

Next Cut: Employees working a scheduled extra pickup shift which will not result in overtime during the pay period

Next Cut: Non-voluntary rotational cut of full-time and part-time employees in a job classification on the affected shift by using the seniority list in that job classification. The list will be created with the employee who was hired last being the first to take a low census day when the facility is overstaffed. Such employee's name will then be removed from the seniority list. If the next day the facility is overstaffed, the employee who was hired second to the last will be asked to take a low census day off, etc. until each employee has taken their turn. After every employee has taken their turn, the list will start over again.

For employees that have volunteered to take a day off or for employees that have agreed to work an alternate day or shift prior to their name being called on the seniority list, that employee's name will be crossed off from the list, and when his/her turn comes up, staffing will skip their name and proceed to the next employee.

Employees subject to low census may elect to utilize earned PTO benefits which are otherwise available for scheduling. Quarterly, on November 1, February 1, May 1, and August 1, the cycle of applying cut hours will start over.

## **ARTICLE 8: DISCIPLINE AND DISCHARGE**

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

#### **SECTION 8.1.1: JUST CAUSE AND PROGRESSIVE DISCIPLINE**

The Employer shall have the right to discipline and/or to discharge non probationary employees for just cause only. Communications between supervisors and employees about disciplinary matters shall be respectful and discipline shall be, in general, directed at correcting performance problems.

In general, "Just Cause" shall be defined to include the concept of Progressive Discipline. Progressive Discipline shall be defined as a graduated system of discipline where the penalties increase (i.e. verbal counseling, written warning(s), unpaid or paid suspension and

termination/discharge) upon repeat occurrences of the same kind. The Employer will endeavor to use this form of discipline to correct the behavior rather than to punish the Employee. In the case of serious misconduct, or for disqualifying crimes as defined in statutes applied to the licensed provision of long-term care services, the Employer may in its sole discretion, for reasonable cause, bypass any one or all of the steps of progressive discipline.

In cases 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). The Employer will strive to identify specific corrective action(s) that the employee is expected to take to improve his/her performance. Employees who are discharged will be sent a final paycheck by mail within fourteen (14) calendar days of the date of the termination of their employment. This final paycheck will include payment for all hours worked and not paid, as well as payment for any accrued personal leave.

#### **SECTION 8.1.2: FACTFINDING**

Prior to issuing any form of disciplinary action to an employee, the Employer shall 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 their right to request the presence of a Union Advocate or Union representative in the meeting. If an employee requests the presence of a Union advocate or Union representative, the Employer will make a reasonable attempt to schedule a meeting when the participating Advocate and employee are available to meet.

The unavailability of a union Advocate or representative for a meeting date shall not unreasonably delay or impede the Employer's investigation or decision to take disciplinary action.

Suspension may be used to conduct an investigation. Investigations regarding alleged misconduct or client care issue shall be completed in no more than five (5) business days (except in the event the Employer is relying on an investigation by an outside agency per Section 8.5). Employees who are suspended may use any accrued, paid leave during their period of suspension unless offered other shifts or work by the Employer while the investigation is ongoing. Should an undue burden occur during the investigation, the time period may be extended. The Employer will put in writing

to the employee why the investigation took longer than five (5) days. All hours missed while on an employer-imposed suspension shall be paid at the employee's regular hourly wage in the event the employee is cleared of the allegation.

### **SECTION 8.1.3 REMOVAL OF DISCIPLINE**

A record of disciplinary action shall be removed from an employee's personnel file twelve (12) months after it was issued, except when an employee receives a related discipline during the following twelve (12) month period, or except when the level of discipline is greater than a written warning. Except in the cases listed below, all other discipline will be removed from an employee's personnel file eighteen (18) months after it was issued. This provision shall not apply to disciplines issued for client abuse, client neglect, sexual or racial or discriminatory harassment, medication errors, or other behavior that violates state or federal law. Files that are not removed after the periods mentioned herein shall be considered as if they had been removed.

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

If the supervisor has reason to discipline a Bargaining Unit Employee, they shall make a reasonable effort to impose such discipline in a timely manner. In the case of any written reprimand (written warning), suspension, economic sanction, or termination/discharge for cause, the Employer shall give a copy of the disciplinary action to the employee and send a copy to the Union, stating the reasons for the discipline. The document shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice:

“Signing this document indicates that you have received a copy of the document 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 Healthcare 775NW 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 Employer attempted to inform the employee of the investigation, pending or actual

discipline.

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

Within forty-eight hours after any suspension or discharge for cause, the 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. This time limit herein shall be deemed exclusive of Saturdays, Sundays and holidays.

An employee may opt to use PTO for unpaid days due to a disciplinary suspension.

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

An advocate or Union representative shall have the right to interview employees and management personnel and gather information concerning specific and identifiable disciplinary matters. Such interviews shall not interfere in any way with the Employer's business activity. Should a client complaint be involved, the 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: 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 a worker that requires suspension or removal of that worker from any client, but does not require suspension or removal from all long term care work, the Employer will attempt to assign the employee other suitable work until the investigation is complete if permitted by state law or regulation.

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

If the investigation indicates that 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 to the employee, until they are employed at

the same number of hours as before the investigation.

#### **SECTION 8.6: LICENSE AND BACKGROUND CHECKS**

The Employer may discharge employees who fail to meet professional licensing requirements and mandatory background checks after forty-five (45) days of inactivity and failure to communicate with their supervisor regarding steps being taken to provide necessary licensing requirements and/or background checks.

### **ARTICLE 9: LEAVES OF ABSENCE**

#### **SECTION 9.1: FAMILY AND/OR MEDICAL LEAVE**

Employees who have worked for the Employer for at least twelve (12) months and have worked no less than 1,250 hours during the 12-month period immediately preceding the leave start date are eligible to take Family and Medical Leave for one or more of the following purposes or any other under the provisions of FMLA or Washington State Paid Family Leave:

- a. To care for a child following birth or placement of a child with the employee for adoption or foster care.
- b. To care for a spouse or domestic partner, child, or parent or grandparent who has a serious health condition.
- c. If the employee is unable to perform his/her/their own job because of the employee's own serious health condition.
- d. In situations of a "qualifying exigency" as covered under the federal Family and Medical Leave Act (FMLA) and/or Washington State Paid Medical Leave, because of the employee's spouse, son, daughter, or parent is on active duty or in a reserve unit of the uniformed services, National Guard or coming from retirement, and on active duty (or has been notified of an impending call to active duty).
- e. Further, under the FLMA, or WPFML, if an illness or injury results from active-duty service in the military, a spouse, child, parent or next of kin is entitled to up to 26-week of leave if the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list.

Leave for a serious health condition of the employee, spouse, domestic partner, parent or child, or a qualifying service member may be taken on an intermittent or reduced schedule when medically necessary.

Leaves of absence shall not be construed as a break in service. All leaves of absence will be without pay, except where leave is covered by accrued PTO and/or extended sick leave or as provided by workers' compensation. Employees on leave shall retain their seniority.

#### **SECTION 9.2: HEALTH INSURANCE WHILE ON FMLA OR WPFLA**

The Employee's health insurance benefits will continue should the employee be enrolled at time of leave. The level and conditions of the employee's health insurance will be maintained as if the employee had remained continuously employed until the leave ends or at such time that employee informs the Employer that they will not return to work, whichever occurs first.

#### **SECTION 9.3: NOTICE REQUIREMENTS**

Employees are required to give notice at least 30 days in advance of their need for family and medical leave if their need for leave is foreseeable. If you fail to do so, we may delay your leave. In emergencies and unexpected situations, employees must give as much notice as is practicable under the circumstances.

#### **SECTION 9.4: RETURN FROM LEAVE**

Upon returning from leave, employees have the right to return to his or her former position or an equivalent position, unless the position is eliminated for reasons unrelated to the leave. Employees are expected to promptly return to work when the circumstances which necessitated the leave end. Employees will lose reinstatement rights when the period of leave exceeds the maximum allowance except as required by legal obligations in the case of leave due to industrial injury or illness.

#### **SECTION 9.5: MATERNITY LEAVE**

A pregnant employee may continue active employment until her pregnancy adversely affects her work performance, or when the attending physician advises her that she should be off work. In accordance with applicable law, a leave of absence will be granted upon request of the employee for the period of disability for maternity purposes without loss of benefits and seniority accrued

to the date such leave commences. Upon return from this maternity leave, the employee shall be given the same or similar job she vacated, and one of equal pay. If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary disability, the employee will return to her prior position and former full time or part time status. The employee will use previously accrued PTO/ESL during the period of disability and to the extent accrued. Prior to the employee's return from a maternity leave, the Employer may require a statement from the attending physician verifying the leave period and attesting to the employee's capability to perform the work required of her position.

Pregnant employees may also qualify for additional leave under the Washington State Family Leave Act (FLA).

Pregnancy disability leave (Maternity Leave) may not run concurrently with FLA but FMLA will run concurrent with Both FLA and pregnancy disability leave (maternity leave).

#### **SECTION 9.6: BEREAVEMENT LEAVE**

Employees are eligible for up to three (3) days of paid funeral or bereavement leave for members of the employee's immediate family. For purposes of this bereavement leave policy, "immediate family" includes the employee's children, step-children or foster children, parents or adoptive parents, parents-in-law, spouse or partner, grandparents, siblings, assigned clients as well as others on a case by case basis as decided by the Employer. At the sole discretion of the Employer, requests for unpaid bereavement leave may be granted in other circumstances. At the sole 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 the employee has accrued and earned.

#### **SECTION 9.7: VOTING LEAVE**

All regular full-time employees who are registered to vote are entitled to take up to two (2) hours off work to vote, but only if (a) the employee's work schedule does not give the employee a reasonable time to vote either before or after the scheduled shift and (b) the employee does not have time to obtain an absentee ballot after being informed of their work schedule for the

election day. This time will be paid.

Employees who will need to take time off work to vote must inform their supervisors at least one day in advance. Employees are expected to work with their supervisors to ensure that their absence doesn't negatively impact work operations.

Employees who take time off to vote must supply their supervisor with proof that they actually voted.

#### **SECTION 9.8: JURY DUTY LEAVE**

Employees who are summoned to serve as a juror on jury duty will be entitled to take off, up to a maximum of ten (10) working days of leave to fulfill their jury obligation. The leave will be paid if employees provide documentation from the court confirming their participation in jury service. No employee will face disciplinary or retaliation for jury service.

The employee must immediately inform their supervisor when they receive jury duty summons. If the employee is chosen to sit on a jury, the employee must inform the supervisor of the suspected duration of jury duty.

If the employee is scheduled for Jury Duty but is not required to serve that day, then the employee shall notify their Supervisor to determine the availability of work that day. The Employer will make an effort to find work for the employee. Pay received from the court for such service must be refunded to the Employer. In the event of court order to extend the jury duty beyond the policy and initial estimated timelines, the Employer will review on a case-by-case basis.

#### **SECTION 9.9: MILITARY LEAVE**

Military leave will be granted to all employees under orders which require them to serve in any of the U.S. Military branches. While on leave Employment Security and any Paid Time Off will not accrue at time of leave. Such leave shall be unpaid, except when the employee may elect to use any earned PTO.

Employees, who are currently participants in the Employer's health benefit program and are called to active military duty, may purchase health coverage for up to 24 months under the COBRA program.



Reinstatement to work shall be in compliance with the federal USERRA and applicable laws.

**SECTION 9.10: 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 9.11: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE**

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

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

**SECTION 9.12: UNPAID LEAVES OF ABSENCE**

Employees may request a leave of absence without pay (other than Family Medical Leave) by presenting a written request to their immediate supervisor along with any supporting documentation. Requests for other unpaid leaves shall be made writing at least thirty (30) days in advance and will be considered on a case-by-case basis. Unpaid leave must be approved by the supervisor, Human Resources Director, and Executive Director. The decision to grant a leave of absence without pay shall be at the sole discretion of the Employer except that the Employer shall grant leave of absence without pay for the following reasons and maximum lengths of time:

- a. Military and active-duty leave: as provided by state or federal law
- b. Jury duty according to the policies of the Employer

Leaves of absence shall not be construed as a break in service. All leaves of absence will be without pay, except where leave is covered by accrued vacation or as provided by workers' compensation. Employees on leave shall retain their seniority.

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. An employee who fails to return to work within 3 working days of the expiration of a leave or has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment. Employees who fail to return to work after the expiration of a leave will receive written notice before termination.

While in unpaid leave status, approved by the Employer, a benefit-eligible employee may continue insurance encourage under current COBRA regulations.

## **ARTICLE 10: EMPLOYMENT PRACTICES**

### **SECTION 10.1: WORK RULES**

The Employer may establish work rules necessary to regulate employees' conduct at work. Work rules shall be reviewed with new employees who will sign a form provided by the Employer to confirm their understanding of the Employer's rules, and made available to all employees. The Employer will advise the Union of any proposed changes to the work rules 30 calendar days in advance. If the rule is a mandatory subject of bargaining, the Employer shall meet with the Union to negotiate the changes.

### **SECTION 10.2: STAFF MEETINGS**

The Employer agrees to establish regular meetings between employees and their supervisors to review assignments and work schedules and any problems that might arise concerning the performance of their duties.

### **SECTION 10.3: PHYSICAL EXAMINATIONS AND INOCULATIONS**

All physical examinations and inoculations of employees required by the Employer shall be arranged for by the Employer on the employee's time at no cost to the employee.

### **SECTION 10.4: ANNUAL REVIEWS**

Supervisors shall conduct Annual Performance Reviews on or around the employee's employment anniversary. The structure of performance reviews may be considered by Labor Management Committees. A copy of an employee's Annual Review shall be made available to the employee. The employee shall be allowed to comment, in writing, if desired.

### **SECTION 10.5: JOB DESCRIPTIONS**

The Employer will maintain job descriptions for all positions covered by this Agreement. Upon employment the Employer shall provide a job description to an employee for the position in which he/she has been hired. Any modifications to a job description shall be reviewed with a Union representative prior to implementation to determine if they constitute a significant change. If the changes are determined to be significant, the Employer shall meet with the Union to negotiate the changes.

### **SECTION 10.6: POSTING OF SCHEDULES**

The Employer shall determine and post monthly work schedules by the twentieth (20th) of the month immediately preceding the month in which the schedule is effective. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. However, once the schedule is posted, both the Employer and its employees will attempt to adhere as closely as possible to the posted schedule. The Employer will in good faith give consideration to employee circumstances when changing work schedules or reassigning work. If the Employer is required to change the schedule after it has been posted, the employee and the Employer must mutually agree upon that change.

### **SECTION 10.7: JOB POSTING AND VACANCIES**

The Employer values internal promotion and the opportunity to provide career opportunities to existing employees within the organization. When a job opening occurs within the bargaining unit, the Employer will follow this procedure:

- 1) All vacant positions shall be posted in a designated place for all employees to read for a period of five (5) consecutive working days, excluding Saturday, Sunday and holidays, including classification, location, shift, job description, and rate of pay. Lists of all job openings will be updated and posted weekly.
- 2) Before considering applications from employees outside the bargaining unit, the Employer shall consider applications from bargaining unit employees.
- 3) In selecting among qualified applicants, the Employer shall consider both seniority and ability as follows: a. In the case of lateral transfers, the employee with the greatest

seniority shall be selected. b. In the case of promotions, the employee with the greatest seniority shall be selected unless the ability of one of the applicants is appreciably superior to the others.

4) If the vacancy remains unfilled after the Employer has followed the procedures of 1, 2 and 3(a) and 3(b) and after the Employer has offered the position to any other employees who have claims to the position under provisions of this Agreement, the Employer may fill the vacancy from outside the bargaining unit.

5) If an applicant transfers into a new job classification and management determines, during his or her first forty-five (45) calendar days on the new job that he or she cannot satisfactorily perform the functions of the new job, he or she shall return to the former job without loss of seniority or other benefits.

To be considered for a job opening, an employee must complete an application and submit it to the Employer within the posting period. If the Employer is unable to transfer an employee to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when the transfer will be expected to occur. All transfers will be made within ninety (90) days.

In the event the Employer requires job bidding to be online or by email exclusively, the Employer will make an onsite computer available to employees to make their bid. Temporary transfers between work sites or programs may occur on a mutually agreeable basis for a period of up to ninety (90) days.

#### **SECTION 10.8: MUTUAL RESPECT**

Employees and managers shall treat each other, and all others, with dignity and respect.

### **ARTICLE 11: HOURS OF WORK, MEAL AND REST PERIODS, AND OVERTIME**

#### **SECTION 11.1: NORMAL WORK PERIOD**

A normal workweek shall be no more than forty (40) hours of work.

#### **SECTION 11.2: SPLIT SHIFTS**

No employee covered by this agreement will be assigned or scheduled to work a split shift except

by his or her own request. If requested to do so, an employee may either accept or decline that request without fear of disciplinary action. For the purposes of this section, a split shift shall be defined as an employee working more or less than one work shift within a calendar day.

### **SECTION 11.3: MEAL AND REST PERIODS**

Employee shall be allowed a meal period of at least thirty (30) minutes which commences no less than two (2) hours nor more than five (5) hours from the beginning of the shift. This meal period shall be on the employee's time. Meal periods shall be on the Employer's time when the employee is required by the Employer to remain on duty on the premises or at a prescribed worksite in the interest of the Employer. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees required to work through their meal periods shall be compensated for such time at regular or overtime rates as may be appropriate.

Employees shall be allowed a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours working time which may be taken intermittently. Break period shall be scheduled as near as possible to the midpoint of the work shift. Meal and rest periods shall be coordinated by a supervisor.

### **SECTION 11.4: OVERTIME**

An employee who works in excess of forty (40) hours per week shall receive one and one-half times the employee's regular straight time hourly rate for those hours. Overtime must have prior supervisory approval, wherever possible.

## **ARTICLE 12: CLIENT RIGHTS AND CARE PLANS**

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

Full Life Care will uphold and support client rights. If a client wishes to change caregivers, for any reason, Full Life Care will respect the right of the client to do so. If a client chooses to change caregivers, the caregiver who is being unscheduled shall be eligible for another client(s) or equivalent hours as available. Full Life Care will make a good faith effort to provide support for a successful caregiving relationship, if in the judgment of Full Life Care supervisors the regularly

scheduled caregiver might succeed with the client if either or both the client and/or caregiver is guided with some coaching. At the discretion of the parties, Full Life Care 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.

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

The Employer will make a good faith effort to follow-up with the employee after a new assignment to assess the employee's assignment, including compatibility, workplace environment, questions the employee may have about the client or the client's care plan and anything else which could improve quality care. Employees are always encouraged to contact their supervisor regarding client care issues. If the employee contacts a supervisor to raise concerns, the Employer will follow-up with the employee prior to that employee's next shift with the client.

## **ARTICLE 13: TRAVEL PROVISIONS**

### **SECTION 13.1: TRAVEL PAY AND MILEAGE**

**A. WINDSHIELD TIME:** Employees shall be paid at their regular rate of pay per hour, while traveling between assigned work locations or clients for a period of time not to exceed one-half (1/2) hour. Employees who use public transportation between assigned work locations or for authorized errands, shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly bus pass. Ride share programs may be authorized on a case-by-case basis. If the ride share program is pre-approved by the Employer, the employee shall be reimbursed for the total cost of the fare associated with the trip. Employees shall be required to

provide documentation of public transportation or ride share program costs.

**B. MILEAGE REIMBURSEMENT:** Employees driving their own vehicles between assigned work locations and for authorized client errands shall be reimbursed for mileage at the IRS Standard Reimbursement 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. Employees will not be required to drive their vehicles for miles for which they are not reimbursed.

**C. DISPUTES ABOUT REIMBURSEMENT:** The Employer reserves the right to use mapping software (e.g. Google Maps) to determine miles or drive time between assignments in instances where a significant variance in travel reimbursement claims are identified by the Employer.

#### **SECTION 13.2: INSURANCE AND DRIVER'S LICENSE**

Employees who declare that they will be using their vehicles for business purposes shall at all times while on duty maintain a current valid driver's license if required to drive to assignments or while on assignments. Employees at all times while on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the state of Washington. The Employer shall require proof of sufficient liability insurance. The employee shall provide current and updated copies of licenses and insurance each year.

#### **SECTION 13.3: 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 13.4: MOVING VIOLATIONS/PARKING CITATIONS**

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 14: HOME CARE TRAINING**

### **SECTION 14.1: HOME CARE TRAINING**

#### **SECTION 14.1.1 TRAINING PARTNERSHIP**

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

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

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 14.1.2 CONTRIBUTIONS**

The hourly contribution rate to the Training Partnership (“Partnership”) for training and certification and testing fees on all hours shall be no less than the hourly training and certification contribution rate to the Partnership paid by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked (hereinafter the “Training Partnership Rate”.) If the Training Partnership Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this section.

#### **MEDICAID-FUNDED HOURS WORKED**

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



employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time-off, and training hours. Consumer participation and other non-billable hours shall also be excluded for contribution purposes.

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

Effective July 1, 2021, the Employer shall contribute the Training Partnership Rate or forty-three and one-half cents (\$0.435), whichever is higher, to the Partnership for Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

#### **SECTION 14.1.3: TRUST AGREEMENT**

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

#### **SECTION 14.2: OTHER PROGRAMS TRAINING**

The Employer will provide up to ten (10) hours of paid training per calendar year to employees who express a desire to enhance and expand their professional knowledge and skills. Such training opportunities will be arranged by the Employer upon a written request from the employee.

### **ARTICLE 15: HIRING RATES, WAGES AND DIFFERENTIALS**

#### **SECTION 15.1: HOME CARE ASSISTANTS**

Home Care Assistants covered by this Agreement shall be compensated according to the provisions of this article and wage schedules set forth in Appendix "A" to this Agreement.

##### **SECTION 15.1.1 PRIVATE PAY**

Home Care Assistants providing services to Private Pay clients will be paid \$17.27/hour for Private Pay hours served OR their regular rate of pay if their regular rate of pay including differentials exceeds \$17.27/hour. The \$17.27/hour rate is intended to be a flat rate and not to be inclusive of other differentials. This rate is intended to be in effect for Private Pay clients who are paying

our regular, hourly Private Pay rate. This rate is not intended for services provided at DESC, Seattle Housing Authority, or other low-income housing settings where Full Life Care is providing Private Pay services at a discounted rate. In those situations, an HCA's regular rate of pay would apply or, in the case of DESC, the special DESC wage rate would apply. Effective January 1, 2023 and annually thereafter, the rate shall be adjusted to reflect the Seattle minimum wage.

### **SECTION 15.1.2 WAGE PROGRESSION**

Employees shall advance along the wage scale based upon hours of service with the Employer including any credit in section 15.1.4 and in accordance with Appendix A. An employee's total career hours with Full Life Care (actual and/or imputed) shall be itemized and labeled as such on the employee's paystub.

### **SECTION 15.1.3 PLACEMENT OF NEW AND RETURNING EMPLOYEES ON THE WAGE SCALE/PROFESSIONAL CREDIT**

All new and returning employees shall be placed on the wage scale schedule set forth in Appendix A at the step appropriate to their verifiable experience as home care workers (for example, a new employee with between 8001 and 10,000 hours of verifiable experience as a home care aide would be placed on Step 5 of the wage scale upon hire). An employee will provide evidence of previous work-hours, trainings, and licenses within ninety (90) days of their date of hire.

### **SECTION 15.1.4 PEER MENTORSHIP/ADVANCED TRAINING DIFFERENTIAL**

Home care aides who have completed the 12-hour Peer Mentorship program offered by the Training Partnership will be paid a wage differential of ten cents per hour (\$0.10/hr) in addition to their regular rate of pay for all hours worked.

### **ADVANCED TRAINING** *(Completed Before February 2017)*

Home care aides who have completed the Advanced Training program operated by the Training Partnership will be paid a wage differential of twenty-five cents per hour (\$0.25/hr). The Employer will honor completed Advanced Training at the time of hire for new employees with verification from the employee or the Training Partnership.

### **SECTION 15.1.5 HOME CARE AIDE CERTIFICATION/ NAR/CNA DIFFERENTIAL**

Employees who are certified Home Care Aides (HCA's) or who hold and submit a valid Certified

Nurses Assistant (NAC) license or higher medical license shall receive a twenty-five cent per hour (\$0.25/hr) differential.

#### **SECTION 15.1.6 NURSE DELEGATION**

Any employee that has a nurse delegation certification shall receive a differential of fifty cents (\$0.50) per hour, which will only apply to hours worked for a client that requires nurse delegation.

#### **SECTION 15.1.7 DIFFERENTIAL FOR EXTRAORDINARY CARE**

The Employer, in its discretion, may pay an additional hour wage differential of one dollar (\$1.00) per hour to employees assigned to clients identified by the Employer as having the following extraordinary care needs:

- Shifts between 9pm and 7am
- Total Toileting
- Total Transfer
- Difficult Behaviors

Such wage differential shall be paid only for those hours spent serving the identified client, not for all hours worked. The Employer may use criteria it deems necessary to determine which clients shall be identified as having extraordinary care needs. This differential will not stack upon itself and would be inclusive of multiple extraordinary care needs.

#### **SECTION 15.1.8 MENTOR, PRECEPTOR OR TRAINER PAY DIFFERENTIAL**

Employees who serve as peer mentors will receive a twenty-cent per hour (\$0.20/hr) wage differential for all home care hours served.

#### **SECTION 15.1.9 CHORE WORK ASSIGNMENT DIFFERENTIAL**

For the duration of their assignment, an employee who is assigned to perform Chore Work services shall be paid either their Home Care hourly wage, or the equivalent of “Step 4” in accordance with Appendix A, whichever is higher. Employees who are assigned to perform Chore Work services will not receive pay differentials while doing chore work, but will be entitled to pay differentials while working with COPES clients. Rates will be adjusted relative to the Seattle Minimum Wage as required.

#### **SECTION 15.1.10 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 one (1) hour show-up-no access pay. Employees may elect to use their PTO to supplement for missed hours of work in case when the Employer was unable to provide a substitute assignment. If same shall occur with the same client three times, the employee may request reassignment.

#### **SECTION 15.1.11 STACKING DIFFERENTIALS**

Employees shall receive all differentials for which they qualify, and such differentials shall stack, except total toileting and total transfer do not stack; and HCA Certification and CNA do not stack.

#### **SECTION 15.2: ADULT DAY PROGRAMS**

Employees in Adult Day programs covered by this Agreement shall be compensated according to the provisions of this article and wage ranges set forth in Appendix "B" to this Agreement.

Employees will be paid at no less than the midpoint of their classification pay range, if they have been employed in the classification with the Employer for at least four (4) years and at the maximum of the classification range after at least nine (9) years in the classification.

#### **SECTION 15.2.1 NEW HIRES**

If a new employee is hired at a higher hourly wage between base and mid ranges than other employees previously hired with equal level of experience, the Employer must increase the previously hired employees' hourly wage to match the newly hired employee. Level of experience is defined for 1) the new hire - by years of experience in a similar job classification in a similar setting; for 2) previously hired employees – by years of experience with the Employer added to years of experience in a similar job classification acquired prior to the employment with the Employer. Years of previous experience for new hires will be verified by the Employer prior to hire. The Employer shall not hire new employees above mid-range without discussing first with the Union.

**SECTION 15.2.2 LEAD PAY**

The Employer may temporarily assign an employee lead responsibilities. Such employee shall be compensated the lead premium rate of one dollar (\$1.00) per hour in addition to their regular rate of pay for all hours worked as “Lead Person”. Lead assignment shall be based upon the complexity of the job responsibility. When assigning a lead rate of pay, the Employer will notify the Union of the assignment.

**SECTION 15.2.4 TEMPORARY ASSIGNMENT TO A HIGHER PAID POSITION**

An employee assigned to work in a higher paid position for one (1) day or longer shall be compensated in the equivalent range of the higher position.

**ARTICLE 16: PAID TIME OFF AND HOLIDAYS**

**SECTION 16.1 ACCRUAL**

Effective the date of ratification of this Agreement all regular full-time and part-time Homecare Aides will accrue PTO at one (1) hour for every twenty (20) hours worked. PTO hours can accumulate up to one-hundred and twenty-five (125).

In the event of significant increases in the vendor rate, or the creation of a separate vendor rate to address the minimum wage raises in Seattle and surrounding areas, the parties agree to reopen this Agreement immediately for the negotiations on this section in an effort to restore PTO accrual, all or in part.

Paid Time Off (PTO) benefits shall be earned by non-Homecare employees based upon their length and status of employment. The accrual rates start at the beginning of the pay period in which the employment anniversary falls. Regular full-time non-Homecare employees who work no less than twenty-two (22) hours per week (all other programs) will accrue PTO at the following rates:

Length of Employment	Hourly Accrual	Days per Year
Up to one year	.104 hours	27
1-1.99 Year	.119 hours	31
2-2.99 Years	.123 hours	32
3-3.99 Years	.127 hours	33
4-4.99 Years	.131 hours	34
5-5.99 Years	.135 hours	35

6-6.99 Years	.138 hours	36
7+ Years	.142 hours	37

\*Based on full-time (40 hours per week) employment. These numbers will be pro-rated for non-Homecare employees working less than 40 hours per week. Maximum PTO hours a regular fulltime employee may have on record is 125.

Regular part-time non-Homecare employees who work less than twenty-two (22) hours per week shall accrue one (1) hour of PTO for every twenty-five (25) hours worked. Maximum PTO hours a regular part-time employee may have on record is 80 hours.

**SECTION 16.2: PTO SCHEDULING**

PTO schedules shall be established taking into account the wishes of the employees and the needs of the employer.

Requests for PTO will be considered on first-come-first-served basis. Where there is a conflict in choice of vacation time among employees, seniority shall prevail. All requests for PTO must be approved by the supervisor of the work site and/or administration prior to becoming effective. Employees will be notified in writing as soon as feasible but no later than within seven (7) calendar days after the request is submitted as to whether the PTO is granted. Reasonable effort will be made by the Employer to approve request for PTO.

Adult Day Health: To provide a fair method of allowing ADH employees to schedule PTO during the traditional winter holiday season, PTO will be scheduled as follows:

- a) No employee will be granted the same holiday off two (2) years in a row.
- b) No employee will be granted two (2) consecutive holidays off in a row (for example: an employee may request time off at Christmas every even year and the same employee may request time off at Thanksgiving every odd year).
- c) Conditions listed in a) and b) may be nullified if agreed to by all affected staff in a specific site.
- d) Each employee will be guaranteed no less than one (1) of the above holidays off, except in extreme circumstances beyond the Employer’s control.

Paid Time Off can be taken in 1-hour increments.

### **SECTION 16.3: PTO CASH OUT**

Full-time and part-time employees, who complete twelve (12) months of service, upon voluntary termination of employment are eligible to cash out maximum of 80 hours of earned, unused Paid Time Off.

Employees with less than twelve (12) months of full-time or part-time services are not eligible for PTO cash out.

All accrued and unused PTO will be paid out at 100% for separation due to:

- a. Retirement at the standard retirement age;
- b. Permanent Disability which is diagnosed by a health care provider as long-term or permanent, which renders employee unable to perform the essential functions of the position and which cannot be reasonably accommodated;
- c. Reduction in force (including layoffs);
- d. Employee's death.

If an employee changes his/her/their status from benefit eligible to benefit ineligible position, the employee may use up any PTO hours accrued to that time. At termination, an employee may cash out outstanding PTO balance only if the employee was in a benefit eligible position for at least 1 year before changing status.

Upon changing status from Full Time to Part Time, employees with 1 or more years of service may use up to 80 hours of PTO as a part time employee or cash out upon termination.

Home Care Aides may also utilize accrued PTO hours to maintain healthcare eligibility.

### **SECTION 16.4: HOLIDAYS**

Full Life Care observes the following holidays:

New Year's Day \*

Memorial Day \*

Independence Day

Labor Day \*

Thanksgiving Day (last Thursday in November)

Christmas

\*During the life of this Agreement the parties agree to suspend Memorial Day (May 30<sup>th</sup>, 2022 and May 29<sup>th</sup>, 2023), Labor Day (September 5<sup>th</sup>, 2022), and New Years' Day (January 1<sup>st</sup>, 2023) from the time and a half pay requirement (per Section 4.1 of this Agreement). This provision will sunset with the expiration of this 2021 – 2023 Agreement. Per the MOU, should the state fund the Tentative Agreement, Labor Day 2022 and New Years Day 2023 will be reinstated.

#### **SECTION 16.4.1 WORK ON HOLIDAYS AND HOLIDAY PAY**

An employee may work on a Holiday only with prior authorization. Employees who are required to work on a holiday will be compensated time and a half of their hourly rate of pay.

#### **SECTION 16.4.2 USE OF PTO FOR RECOGNIZED HOLIDAYS**

Employees have the option of taking an unpaid day (and saving their PTO until a later date) in lieu of any five (5) recognized holidays. Employees who choose not to use PTO for the recognized holidays must notify their supervisor and/or administration in writing seven (7) calendar days in advance of the holiday. In the absence of a written request from an employee any of the above listed holidays shall be covered by PTO, unless an employee was required to work.

#### **SECTION 16.5: EXTENDED SICK LEAVE**

Full-time employees also accrue Extended Sick Leave at .023 hours for each hour worked (about 6 days per year for a full-time employee). No more than 500 hours of Extended Sick Leave may be accrued. Extended Sick Leave hours are for absences of more than 3 consecutive days (prorated for part time employees) due to:

- a. Employee's own illness
- b. Illness of a family member (partner/spouse, child or parent, parent-in-law or grandparent)
- c. Maternity/paternity leave, the birth or placement through adoption or foster care of a child
- d. Absences due to job-related injuries



The initial 3 consecutive days must be claimed as PTO. If an employee does not have enough PTO hours to cover for the initial 3 consecutive days, the first three days' time off must be without pay.

Extended Sick Leave hours may be used for time missed due to on-the-job injury and for follow up medical appointments that are directly related to treating the injury, only if employee was not awarded L&I payments for the injury. Contact Human Resources for approval. To apply Extended Sick Leave to those absences, the employee must cooperate in developing and following a return-to-work plan. The return-to-work plan is created with input from employee, supervisor, Human Resources Director, and in consultation with the employee's physician. If an employee fails to comply with the plan, time away from work will be covered by Paid Time Off or be without pay if no PTO hours are available.

Extended Sick Leave can be accessed immediately in the following circumstances:

- a. From the first day of employee's hospitalization, or outpatient surgical procedure where moderate sedation is used

To request Extended Sick Leave hours, employees must complete Extended Sick Leave Request" form in the event of illness or injury in excess of three (3) working days in duration, the Employer may require doctor's verification. If the number of hours of absence due to illness exceeds the amount of accrued Extended Sick Leave, employees are required to use Paid Time Off and then take the additional time without pay.

When employees are absent due to planned Paid Time Off, Extended Sick Leave is not applicable.

Extended Sick leave is not paid at the time of termination.

A regular full-time or part-time employee who is injured on the job and who after treatment for the injury is directed by a licensed medical doctor or by a hospital not to continue to work shall be paid straight-time pay for any hours the employee was scheduled to work on the day on which the injury occurred, which shall not be charged to his PTO or Extended Sick Leave.

## **ARTICLE 17: RETIREMENT**

### **SECTION 17.1: 403(B) RETIREMENT PLAN**

#### **17.1.1: ADULT DAY HEALTH**

The Employer shall continue in full force and effect its 403 (b) retirement plan during the complete term of this Agreement and any extension thereof.

#### **17.1.2: HOME CARE**

The Employer shall continue its 403 (B) retirement plan during the term of this agreement, however, the Employer will not be required to contribute funds to employee plans effective February 1, 2020.

### **SECTION 17.2: ELIGIBILITY**

Regular full time and part-time employees are eligible to participate in 403 (B) retirement plan upon hire as described in section 17.1 of this Agreement. There is no waiting period for enrollment.

### **SECTION 17.3: 403(B) RETIREMENT PLAN CONTRIBUTION**

An employee may contribute a fixed amount per pay period not exceeding 80% of salary up to a yearly maximum set by IRS guidelines. Employees age 50 and older may contribute an additional amount.

After one (1) year of an eligible participating employee's continuous service of at least 1000 hours, the Employer will match an employee's contribution up to 3% of an employee's salary at 50 cents on the dollar, as described in section 17.1 of this Agreement. For example, employee contribution at 6% of salary, employer contribution at 3% of salary.

### **SECTION 17.4: SECURE RETIREMENT BENEFITS SECTION 17.4.1 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 17.5: 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 17.5.

### **MEDICAID-FUNDED HOURS WORKED**

Effective July 1, 2021, the Employer shall contribute the Retirement Rate or eighty cents (\$0.80), whichever is higher, to the Retirement Trust for each Medicaid-Funded Hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and fifty cents (\$0.50) for each hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours.

Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours.

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

Effective July 1, 2021, the Employer shall contribute the Retirement Rate or eighty cents (\$0.80), whichever is higher, to the Retirement Trust for each Medicaid-Funded Hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and fifty cents (\$0.50) for each hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours.

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

Contributions required by this Section 17.5 shall be paid periodically as required by the Trust.

## **SECTION 17.6: 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 18: HEALTH BENEFITS**

Employees regularly scheduled to work at least twenty (20) hours per week in Home Care and twenty-two (22) hours per week in any other program, and who successfully complete their benefit eligibility waiting period, are eligible to participate in the Employer sponsored medical and dental plans.

The Employer will pay the full cost of medical premiums for Home Care Workers.

Employees in other programs will contribute an amount not to exceed \$35.00 per month of the cost of Employer-paid Medical coverage from July 1, 2021 – June 30, 2023.

Employees may add their spouse/domestic partner or dependent children on to the benefit plans that they themselves are enrolled on.

The employee is responsible for paying the full cost (100%) for those dependents. There will be no significant change to the Medical plan for the duration of this Agreement.

The Employer and the Union are committed to exploring through the SEIU Healthcare 775 NW Health Benefits Trust a healthcare plan that will provide better coverage and reduce cost for both employees the Employer.

## **ARTICLE 19: WORKER'S COMPENSATION**

All employees shall be covered by Washington State Industrial Insurance or comparable insurance. The premium for this coverage shall be paid the employer. An employee who qualifies for benefits under Washington State Industrial Insurance due to an on-the-job injury, and who returns to work within six (6) months of the date that the employee was injured on the job, shall be reinstated to his/her prior position or one of like status and pay without loss of seniority or accrued benefits. Prior to the employee returning from a health leave due to an on-the-job injury, the Employer will require a statement from a licensed health care provider attesting to the

employee's capability to perform the work required of the position.

The Employer will be bound to the Family Medical Leave Act (FMLA) in maintaining an employee's healthcare insurance coverage during such leave and not exceeding.

Extended Sick Leave hours may be used for time missed due to on-the-job injury and for follow up medical appointments that are directly related to treating the injury, only if employee was not awarded L&I payments for the injury.

## **ARTICLE 20: HEALTH AND SAFETY**

### **SECTION 20.1: RIGHT TO SAFE WORKING CONDITIONS**

The Employer agrees to comply with all federal, state, and local laws to provide working conditions that are safe. The Employer may, in its discretion, establish safety and health rules. Home Care workers shall not be required to climb ladders for a client, and should consult with their supervisor if asked to perform a task that could be considered unsafe.

Consistent with applicable laws, employees shall be notified immediately when the Employer knows that such employees may come into contact with clients who have a contagious infection or an active communicable disease that poses a potential risk to the employees. Appropriate training about precautionary measure shall be provided in a timely manner.

No employee shall be required to work in any situation that would threaten or endanger their health or safety. Such situation include: bodily harm to the employee, threatening animals, fire hazards, threatening people in or around the client's residence, abusive behavior of the client to the employee, sexual harassment of the employee by the client or persons in the household; or any other situations that would be a threat to the employee's health or safety.

The employee shall immediately report to the Employer any working conditions that threaten or endanger the employee's health or the safety of the employee or client. An emergency number shall be made available to all employees where they can reach the Employer's representative in the event of an emergency at any time the employee is working.

Facilities shall maintain intercom or other facility-wide communications systems so that employees may call for assistance if necessary.

## **SECTION 20.2: IMMINENT DANGER TO HOME CARE WORKER**

Any employee who believes in good faith that their health and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a supervisor. If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services. If after review and investigation of the incident giving rise to the belief of imminent danger it is determined that the employee acted reasonably and promptly reported the incident to their supervisor, the employee shall be paid for their entire scheduled assignment, including all travel time and travel miles (except errands not performed) they would have been paid had the assignment been completed as scheduled. If the employee no longer serves the client, the Employer shall make reasonable attempts to reassign the employee to another client in a timely manner.

If the Employer continues to serve the client, the Employer will endeavor to advise any future employee of any information related to an incident that would be relevant to the employee's safety before the employee is required to begin the assignment.

## **SECTION 20.3: SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT SUPPLIES**

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

## **SECTION 20.4: CLEANING EQUIPMENT AND SUPPLIES**

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

## **SECTION 20.5: VACCINATIONS**

The Employer shall endeavor to provide a cost-effective way to offer Hepatitis A and B

vaccinations, COVID-19, and influenza (flu) shots to all employees who request them, at no cost to the employee.

The Employer will offer treatment at no cost to the employee for workplace exposure to Hepatitis infections in accordance with the Centers for Disease control and Prevention (CDC) guidelines.

#### **SECTION 20.6: SAFETY COMMITTEE**

There shall be a joint Safety Committee, consistent with applicable state and/or federal laws. The Union may designate up to five (5) members of the bargaining unit to serve on the Safety Committee.

The committee shall meet to create a plan, and consider, inspect, investigate, and review health and safety conditions and practices, investigate accidents, and to make constructive recommendations including but not limited to the formation of changes to eliminate unhealthy and unsafe conditions and practices and to improve existing health and safety conditions and practices.

The time consumed on committee work by committee members designated by the Union shall be considered hours worked and be paid the appropriate rate by the Employer. Such paid leave time shall be counted for the purpose of overtime computation or credited towards the employee's Cumulative Career Hours.

#### **SECTION 20.7: NOTIFICATION/EDUCATION OF HEALTH AND SAFETY POLICIES**

The Employer will, no less than twice per year or as determined by the Safety Committee, in-service its employees on policies, plans and procedures for reporting health and safety concerns when they occur on the job.

#### **SECTION 20.8: COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

### **ARTICLE 21: GRIEVANCE PROCEDURE**

#### **SECTION 21.1: DEFINITION OF A GRIEVANCE**

A grievance is defined as a claim by an employee or the Union that the Employer has violated an

express provision of this Agreement or specific past practices of the Employer if not addressed in this Agreement. The Union and the Employer are mutually committed to resolving disputes at the lowest level possible, where practicable, and in an expedient manner.

### **SECTION 21.2: TIME LIMITS**

The purpose of time limits within the Grievance Procedure is to encourage the swift resolution of disputes. Time limits may be extended or waived at any step in the grievance procedure by mutual written agreement of an authorized Full Life Care representative and the Union. The Union may withdraw a grievance at any step in the grievance process. The parties agree that the grievance may be resolved at any stage of the grievance process provided that all appeals are timely. If at any step of the grievance procedure, the Employer fails to issue a response within the specified time limits, the grievance shall automatically advance to the next step of the grievance procedure. The parties may waive meetings or 38 conduct meetings by phone by mutual agreement. Electronic mail (email) shall be valid notification under this Article.

### **SECTION 21.3: GRIEVANCE STEPS**

Grievances shall be handled in the following manner:

**STEP ONE:** The Advocate and/or Worker Representative shall present a grievance in writing to the grievant's site manager or supervisor within fourteen (14) calendar days after the employee should reasonably have learned of the event giving rise to the grievance or within fourteen (30) calendar days after the event giving rise to the grievance, whichever is later.

The written grievance must contain the following information:

- (a) the act or acts alleged to be violations of the Agreement;
- (b) the identity of the grievant or grievants;
- (c) the article or provision of this Agreement alleged to have been violated;
- (d) 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 by an Advocate or Union Representative.



The employee and the site manager or supervisor, and the Union Representative or Worker Representative, if requested by the employee, shall meet to try and resolve the grievance. An employee who attends meetings outside of scheduled working hours shall be paid for the time spent at their normal rate of pay. This provision shall not apply to an employee terminated for cause.

The site manager or supervisor shall respond in writing to the grievance not later than seven (7) calendar days of the meeting. The Employer's response will propose a resolution of the grievance which may include, but is not limited to: agreeing to the remedy proposed by the grievant or the Union; proposing a remedy other than that proposed by the grievant or the Union; or denying the grievance. The Employer's response shall be addressed to the grievant and/or the Advocate or Union Representative.

**STEP TWO:** Should the procedure of the previous step fail to resolve the grievance, the grievance shall be presented in writing within fourteen (14) calendar days after the receipt of the site manager's decision from Step One. A meeting with the Executive Director or his/her representative, the grievant and the Union Representative or Worker Representative shall be held not later than seven (7) calendar days after receipt of the written grievance. An employee who attends meetings outside of scheduled working hours shall be paid for the time spent at their normal rate of pay. This provision shall not apply to an employee terminated for cause.

The Executive Director's response shall be addressed to the grievant and the Union. Within seven (7) calendar days after such meeting, the Executive Director or his/her representative shall send to the grievant and/or the Union Representative a written response to the grievance.

**GRIEVANCES INITIATING AT STEP 2:** Group grievances alleging the same contract violation but involving employees who work at more than one site or under more than one site manager 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.

#### **SECTION 21.4: MEDIATION (OPTIONAL)**

Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances

following Step Two. A mediator shall be selected by mutual agreement of the Employer and the Union within five (5) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service by mutual agreement. 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 mediator shall hear the presentation of the grievance within ten (10) calendar days of the date of selection and shall issue a recommendation that day or on a timely date mutually agreed to by both parties. Should the mediation resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration.

#### **SECTION 21.5: ARBITRATION**

If the grievance is unresolved through Steps 1 and 2 and/or mediation, the Union may proceed to arbitration within thirty (30) calendar days of the date the Employer response is received or due in Step 2, or within thirty (30) calendar days from the date a mediated resolution is rejected.

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

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

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

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

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

## **ARTICLE 22: SEVERABILITY**

### **SECTION 22.1: ADHERENCE TO EXISTING STATUTES**

The parties agree to abide by all applicable municipal ordinances and state and federal statutes and regulations, including but not limited to any and all statutes pertaining to discrimination in employment.

### **SECTION 22.2: INVALIDATION OF A PROVISION OF THE AGREEMENT**

In the event any Article, Section or portion of this Agreement, or the applications of such provision to any person or circumstance is declared invalid by a court of competent jurisdiction or is in contravention of any applicable local, state or federal law, the remaining provisions of this Agreement shall not be invalidated and shall remain in full force and effect. In the event of such invalidation or injunction, the parties shall promptly meet to negotiate a substitute provision.

## **ARTICLE 23: SUBCONTRACTING**

In subcontracting any work covered by this Agreement, the Employer shall subcontract work to persons, firms, or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours, and working conditions. In the event the Employer subcontracts work to persons, firms or companies, the subcontractor shall hire any and all displaced employees. All subcontracted employees shall continue to remain in and become part of the existing bargaining unit. Additionally, the subcontractor shall agree to be bound by all the terms and conditions of this agreement and the serviced facilities policies and procedures.

## **ARTICLE 24: NO STRIKE OR LOCKOUT**

During the life of this Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout because of a dispute arising under this agreement. The Union agrees that it will not recognize any jurisdictional strike or picket line.

## **ARTICLE 25: TERM OF AGREEMENT**

This Agreement shall become effective upon ratification and shall continue in full force and effect through June 30, 2023.

In the event that during the term of this Agreement, the State substantially changes the anticipated and/or established vendor rate for contracted services provided by the 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 commence no earlier than May 1, 202~~3~~<sup>4</sup>, and no later than one month following Legislative approval or rejection of the pattern home care Agreement between the State of Washington and the Union. Should the Parties reach an impasse and fail to reach agreement by March 1, 2024, the Parties may mutually agree to submit outstanding issues to interest arbitration.

For SEIU 775

For (Employer)

\_\_\_\_\_

\_\_\_\_\_

Sterling Harders, President

David Richart, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A – RATES AND WAGES FOR HOME CARE ASSISTANTS (BASE RATES)**

Cumulative Career Hours	July 1-December 31, 2021	July 1-December 31, 2021 with HCA	January 1-June 30, 2022	January 1-June 30, 2022 with HCA	July 1-December 31, 2022	July 1-December 31, 2022 with HCA	January 1-June 30, 2023	January 1-June 30, 2023 with HCA
0-2,000	\$ 16.85	\$ 17.10	\$ 16.98	\$ 17.23	\$ 17.11	\$ 17.36	\$ 17.24	\$ 17.49
2,001-4,000	\$ 17.00	\$ 17.25	\$ 17.13	\$ 17.38	\$ 17.26	\$ 17.51	\$ 17.40	\$ 17.65
4,001-6,000	\$ 17.15	\$ 17.40	\$ 17.28	\$ 17.53	\$ 17.41	\$ 17.66	\$ 17.54	\$ 17.79
6,001-8,000	\$ 17.33	\$ 17.58	\$ 17.46	\$ 17.71	\$ 17.60	\$ 17.85	\$ 17.73	\$ 17.98
8,001-10,000	\$ 17.53	\$ 17.78	\$ 17.66	\$ 17.91	\$ 17.79	\$ 18.04	\$ 17.92	\$ 18.17
10,001-12,000	\$ 17.78	\$ 18.03	\$ 17.91	\$ 18.16	\$ 18.04	\$ 18.29	\$ 18.18	\$ 18.43
12,001-14,000	\$ 18.03	\$ 18.28	\$ 18.17	\$ 18.42	\$ 18.31	\$ 18.56	\$ 18.45	\$ 18.70
14,001-16,000	\$ 18.69	\$ 18.94	\$ 18.83	\$ 19.08	\$ 18.97	\$ 19.22	\$ 19.11	\$ 19.36
16,001-20,000	\$ 18.94	\$ 19.19	\$ 19.08	\$ 19.33	\$ 19.22	\$ 19.47	\$ 19.36	\$ 19.61
20,000 +	\$ 19.21	\$ 19.46	\$ 19.35	\$ 19.60	\$ 19.50	\$ 19.75	\$ 19.65	\$ 19.90

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

## APPENDIX B – RATES AND WAGES FOR ALL OTHER CLASSIFICATIONS

<b>Classification</b>	<b>Base</b>	<b>Mid</b>	<b>High</b>
Kitchen Worker	\$17.27	\$17.27	\$17.27
Program Assistant	\$17.27	\$17.27	\$17.27
Case Manager	\$18.81	\$18.94	\$19.02
Home Care Specialist	\$18.18	\$18.18	\$18.18
Admin Asst.	\$17.27	\$17.27	\$17.27
Activity Coordinator	\$17.51	\$18.67	\$19.73
Alzheimer Coordinator	\$17.51	\$18.69	\$19.71
Intake Specialist	\$19.57	\$20.73	\$21.77
Social Worker	\$22.29	\$23.32	\$24.36
Occupational Therapy Assistant	\$30.00	\$30.00	\$30.00
Occupational Therapy	\$37.00	\$37.00	\$37.00