

# **Collective Bargaining Agreement**

between

**SEIU 775**

and

**Millennia Healthcare**

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

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## **ARTICLE 1: RECOGNITION**

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

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

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

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. Per the terms of Section 2.3 of this Article, any employee who fails to satisfy this obligation shall be discharged by each Employer, and the Employer shall provide written notice to the Union of such discharge within thirty (30) days.

Employer agrees to distribute membership forms to new employees of the bargaining unit with basic employment paperwork, which shall be forwarded to the Union within fifteen (15) days of employment.

### **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 2.1 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 (15) days from the date of the original notice of delinquency, the Union may demand in writing that the applicable Employer discharge the employee. Following receipt of such demand, the Employer shall discharge the employee within seven (7) calendar days of the date of the Union's demand.

### **SECTION 2.4: POLITICAL ACCOUNTABILITY FUND (COPE)**

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

### **SECTION 2.5: 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 10 (ten) days after the end of each pay period. If the report is delayed, the Employer will notify the Union when the report will be delivered. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be 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 OTHER DEDUCTIONS**

The Employer agrees to deduct from each bargaining unit employees pay all authorized dues, fees, and assessments as determined or required by the Union and authorized by the employee. The Employer shall make such deductions from the employee's paycheck following receipt of written authorization and periodically thereafter. 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, such as COPE 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 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.

## **SECTION 2.7: BARGAINING UNIT INFORMATION**

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and home address on file with the Employer. The Employer shall provide a roster, in a secure manner, of all bargaining unit employees to the Union ten (10) calendar days after each payroll. The roster shall include each employee's first name, middle name and last name, social security number, date of birth, gender, address type (mailing or physical) address 1, address 2, city, state, zip code, address last updated, home phone number, cell phone number, (all phone numbers shall conform to the '(xxx) xxx-xxxx' format), email address (if any), office or unit where the employee is assigned, preferred language, job classification(s), FTE status, employment or leave status, shift, rate(s) of pay, gross pay, hours worked in the month (or month-to date in the event of twice - monthly pay), wage step or rate of pay, total hours accrued as an employee of the Employer or hours credited towards a wage scale step year-to-date (CCH balance – rolling total should include the hours worked on each row), overtime hours, retro pay amount, retro pay hours, PTO balance, PTO hours paid, PTO hours forfeited, PTO hours balance (rolling total should include the hours earned/used/forfeited on each row), relationship to the consumer, live-in provider (y/n), pay period start date, pay period end date, pay period hours, mileage amount (number of miles), amount of dues, voluntary and COPE deductions collected, membership status, amount and rate of any special differential pay, date of hire, most recent rehire date (if applicable), and date of and reason for termination.

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

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

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

Should the Union require additional and reasonable information, the Employer shall make a good faith effort to provide the requested information in a timely manner and will make a good faith effort to verify that records submitted shall accurately reflect the membership status of each employee listed and endeavor to identify any discrepancies between the roster and its records.

#### **SECTION 2.8: DATA MAINTENANCE**

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

#### **SECTION 2.9: MEMBERSHIP FORMS**

The Employer agrees to distribute membership forms for the Union with the basic employment paperwork required by the Employer. All membership forms for the Union completed by an employee of the Employer will be forwarded to the Union by the Employer, keeping a copy for the Employer and sending originals to the Union, no later than the fifteenth (15th) day of the new employee's employment with the Employer.

#### **SECTION 2.10: ELECTRONIC SIGNATURE**

The parties acknowledge and agree that, consistent with the Electronic Signatures in Global and National Commerce Act (Pub. L. 106–229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96) the terms “authorize,” “authorized”, “authorization form” and “written authorization,” as used in this Agreement, include without limitation authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues

and fees from wages or payments for remittance to the Union, authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement. In addition to electronic scanned copies of paper authorizations from the Union, the Employer shall accept copies of electronic signatures and digital files containing voice authorizations and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

## **ARTICLE 3: UNION RIGHTS**

### **SECTION 3.1: ADVOCATE**

For purposes of representation and mutual administration of the contract, the Union will designate advocates from among its members working for the Employer. The advocate position is the worker representative position responsible for handling grievances and disciplinary issues with the Employer, participation in the Labor Management committee, Safety – No Harassment and No Discrimination Committee, and negotiations. The Union will notify the Employer when an advocate has been designated.

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

The Employer agrees to allow time off without pay to designated advocates for their involvement in contract enforcement. These activities are defined as time spent in grievance investigations, the labor-management committee, Safety – No Harassment and No Discrimination Committee, “Union time” presentations, negotiations or meetings, and in-services as mutually agreed upon by the Union and the Employer. Advocates shall have the obligation to inform their supervisor when they will be utilizing advocate time, and shall follow all usual scheduling procedures to ensure client care coverage.

### **SECTION 3.3: BULLETIN BOARD**

The Employer will provide a space in their bulletin board in an area easily accessible to employees in each of the Employer’s branch offices for Union postings. The Union will provide a copy of all posted materials to the Human Resources Department at the time of posting.

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

The Employer shall make every attempt to notify the Union of new employee orientations, Basic Training, Continuing Education and In-Service Meetings and shall be afforded the opportunity to meet with new employees for thirty (30) minutes during the Employer’s new employee orientation in person, by video conference, or by phone conference. New employees will be paid by the Employer during this time. Whenever possible and within

existing resources, the Employer will take steps to consolidate new employee orientations into one (1) designated day of the week, will consolidate new employee orientations into group sessions, and will inform the Union of the designated days for each office. In the event the Employer's new employee orientation is to be cancelled, postponed or delayed, the Employer shall notify the Union not less than twenty-four (24) hours in advance.

In some cases, such as scheduling conflicts, rural locations, emergent client needs, or unanticipated matters, new employee orientations may take place outside of the designated day(s) for a particular office. In these exceptional circumstances the Employer will, as they occur, provide a list to the Union of new hires that did not attend new employee orientation on the designated day, which includes the employee's name, mailing address, home and cell phone numbers, and email address (if provided by the employee) and in a secure manner. The Parties agree to explore the pilot telephonic and/or video conferencing where such interfacing could be feasible to facilitate Union access.

The Union shall have the right to include information in each employee's new employee orientation materials. New caregivers will be scheduled to attend one thirty (30) minute "Union time" presentation during the required Basic Training of homecare workers, and such time shall be paid. Continuing caregivers will be scheduled to attend one fifteen (15) minute "Union time" presentation each calendar year that is connected with a Continuing education class, such time shall be paid. An employee must present satisfactory proof of attendance of a "Union time" presentation with the purpose to be paid

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

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

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

The employee or his/her worker representative shall have the right to examine the employee's personnel file. If the employee is not present, the employee should provide written authorization to enable the worker representative to examine the file in the absence of the employee, unless a staff Union member has requested information on behalf of a member pertaining to an investigation or a grievance. Only appropriate information should be maintained in an employee's personnel file. Employees may request that a document be removed from their personnel file. The Employer retains full discretion in determining whether the request is granted. Disputes regarding documents placed in the employees permanent personnel file are subject to the grievance procedure as stated in Article 9.

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

### **SECTION 3.7: 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, each Employer shall insert material provided by the Union in or with the pay envelopes of employees covered under this agreement, provided that:

a) The implementation of an all-electronic payroll system does not make this provision obsolete.

b) All literature submitted for insertion in, or with pay envelopes should be clearly identified as Union produced material and shall have information on how to contact the

Union by phone. At the request of the Employer, the Union also shall indicate clearly that the communication in question is not provided by nor does it necessarily represent the views of the Employer.

c) In the event that the insertion of Union material in or with pay envelopes increases the postage cost of mailing the pay envelopes, the Union shall reimburse the Employer for the additional cost.

d) This section is intended to refer to paper materials or other small promotional items which can be inserted easily into envelopes. The materials will not be that such the insertion requires additional time burden on the part of the Employer.

e) Should the Employer produce a newsletter directed at employees, or provide mailboxes at branch offices, the Union shall have the right to submit information for inclusion or distribution.

### **SECTION 3.8: MEETING ROOMS**

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

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

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

The Employer agrees that qualified applicants for employment will be considered without regard to race, ethnicity, ancestry, color, physical and/or mental disability, marital status, national or tribal origin, genetic information, ancestry, gender and/or gender identity or perceived gender identity, sexual orientation or perceived sexual orientation, gender identity, age, religion, creed, citizenship status, veteran status, active service in the Armed Forces of the United States, lawful political beliefs or actions or affiliation, Union membership or activities, or other characteristics or considerations made unlawful by federal, State, or local law or by government agency regulations. The Employer further agrees that they should not discriminate in terms or conditions of employment on the basis of the aforementioned characteristics (except for bona fide occupational qualification or client preference).

The Employer and the Union also commit to support equal employment opportunity and affirmative recruitment to ensure a diverse workforce. The Employer and the Union shall develop a way to produce the parties' collective bargaining agreement in multiple

languages to ensure inclusion and acknowledgement of employees who wish to read the contract in a different language other than English; this topic can be a subject for discussion at the Labor Management Committee. All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees should be treated fairly and with dignity and respect.

#### **4.1 PRIVACY RIGHTS AND IMMIGRANT SAFETY**

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

To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any D.H.S. (Department of Homeland Security) or ICE (Immigration and Customs Enforcement) agent contacts the Employer to enable a Union representative or attorney to take steps to protect the rights of workers. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the D.H.S. or ICE, or when an SSA audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying workers with documentation or social security problems.

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

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

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

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

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

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

## **ARTICLE 6: PROBATION**

The first three (3) months of employment shall be the probationary period for all new employees. During this period, the Employer shall provide specific orientation to employees regarding job performance expectations, the agency, the agency's services and programs, and the people/clients served by the agency.

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

## **ARTICLE 7: SENIORITY**

Seniority shall be defined as the date of hire with the Employer. Seniority shall be used to determine entitlement to or accrual of other benefits as described in this Agreement. Seniority shall also be a factor in determining work assignments, promotions, layoffs, and recalls. The pay rate of the employee is determined by the number of cumulative career hours as a home care worker (per Article 20 – Wages and Premiums).

Seniority shall be broken, for all purposes other than to determine wage rates, if the employee is terminated for just cause and not returned to work through the grievance process, voluntary resignation, or failure to return to work after recall from layoff or re-assignment of client. In cases of voluntary resignation and the employee returns within one year, the Employer shall have the sole discretion to restore an employee's seniority to the previous tenure.



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

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

#### **a) Just Cause and Progressive Discipline**

The Employer shall not have the right to discipline employees and/or to discharge non-probationary employees except for just cause only. Communications between supervisors and employees about disciplinary matters shall be respectful and discipline shall be, in general, directed at correcting performance problems. In general, progressive discipline shall be used, with the general progression as follows: verbal warning, written reprimand or warnings, suspension, and termination/discharge. Discipline should be issued in writing to the employee no later than within fourteen (14) calendar days from the day of the incident or from the date the Employer became aware of the incident.

#### **b) Serious Misconduct**

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

#### **c) Fact-finding**

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

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

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

In the case of any written reprimand (verbal or written warning), suspension, or termination/discharge for cause, an Employer shall give a copy of the disciplinary action to

the employee in no later than three (3) business days stating the reasons for the discipline. The document shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice: "Signing this document indicates that you have received a copy but does not indicate that you agree or disagree with its contents. You may have the right to contest this action through filing a grievance, if you believe this action violates the Union contract. You may contact your Union advocate or the SEIU 775 office at 1-866-371-3200."

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

### **SECTION 8.3: DISCIPLINE**

Within seven (7) calendar days after any discipline being issued to the employee, the Employer shall notify the Union in writing (by fax or email) of the discipline 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.

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

An advocate or Union representative shall have the right to interview employees and management personnel and gather information concerning disciplinary matters. Such interviews shall not interfere in any way with an Employer's business activity. Should a client complaint be involved, the 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.

The Employer will Not pay for the paid time off used by the employee during the investigation.

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

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

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

Any information about the employee may be included in the personnel file, including without limitation, information regarding disciplinary action, such as client complaints, warnings, placements on probation status, and formal evaluation reports prepared by the

Employer and it shall be placed in the employee's personnel file. A copy shall be made available to the employee upon the employee's written request. The Employer shall allow the employee and/or his/her representative to examine the employee's permanent personnel file maintained by the Employer, at a mutually agreeable time and date; files must be made available within five (5) business days of receipt of a written request. Employees who have a reasonable dispute with information in their personnel file may submit written comments no more than two (2) pages in length, replying to any material in their file, which comments shall also be maintained in their personnel file. Employees may not submit additional written comments regarding disputes which have been resolved through the grievance process. Should the employee maintain a good record for one (1) year, all identified negative materials shall be removed from his/her personnel files at the request of the employee, unless otherwise required to be retained by state law or regulation. Files that are not removed after one (1) year shall be considered as if they had been removed so long as the employee has not committed the same or similar offense within the past twelve (12) months.

An employee that is represented by the Union through the grievance process, does not need to authorize in writing for a Union staff member to request information pertaining to the investigation of his or her grievance.

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

Should Adult Protective Services or another regulatory agency (such as Children's Administration or the Division of Developmental Disabilities) initiate an investigation of an employee that requires suspension or removal of that employee from any client, but does not require suspension or removal from all home care work, the Employer will attempt to assign the employee other suitable home care work until the investigation is complete if permitted by state law or regulation. If the Employer is unable to assign the employee to other suitable home care work, the employee will be advised to apply for unemployment benefits and to have the option to use any accrued and available PTO. If the employee is exonerated after the investigation, the Employer will reimburse the employee for the difference of what was received from unemployment benefits and be made whole.

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

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

## **SECTION 8.8: ADMINISTRATIVE LEAVE FOR EMPLOYER INVESTIGATIONS**

An employee may be placed on Administrative leave, removed from client services, or be reassigned while an investigation is being conducted if the Employer determines the nature of the allegations require the employee to be placed on leave or removed from client services. In cases of alleged client abuse or neglect, the employee may be reassigned only with his/her consent; otherwise, Administrative leave will be used. The Employer shall not be required to reassign such employees. An Employee placed on Administrative Leave, and who is subsequently exonerated and/or reinstated, shall receive back compensation at his/her regular rate, reduced by the amount of unemployment insurance benefits received by the employee and any leave without pay utilized by the employee during the term of their suspension.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

### **SECTION 9.1: DEFINITION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) The Federal Mediation and Conciliation Service (FMCS) shall provide a list of five (5) arbitrators to the Union and to the Employer.
- b) Within five (5) working days after receipt of the list of arbitrators, the Parties shall select an arbitrator through the process of elimination by alternately striking names. The Party to strike first shall be selected by a coin toss.

OR

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

The jurisdiction of the impartial arbitrator is limited to:

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

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

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

## **ARTICLE 10: VACANCIES**

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

In order to ensure that all interested employees are advised of employment opportunities, notice of job vacancies for regular full or part-time positions will be sent to the Union upon request, and job announcements will be posted on designated bulletin boards in the office for at least fourteen (14) calendar days. In addition, information about all job vacancies will be available to employees by calling the office and in pay envelopes. All regular full or part-time vacancies will be posted and filled in accordance with this Agreement. Postings will include position requirements, minimum qualifications, substitute preferred qualifications (if any) and base rate of pay.

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

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

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

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

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

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

### **SECTION 11.1: PURPOSE**

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

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

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

Each party shall assign a co-chair, and it shall be up to each parties' co-chair to mutually agree upon the time, location, and number of attendees for each meeting. Ideally the Committee shall consist of an equal number of representatives of both parties, but at least three (3) representatives of the Union, and three (3) representatives of the Employer. Both, the Union and the Employer, shall have the sole authority to determine who represents them on this Committee.

The Committee shall meet on a flexible and as needed basis at least twice annually, at mutually convenient times and places or via ZOOM. Every effort will be made to ensure representation on this Committee from each geographic area of the Employer. Union representatives on this Committee who are employees of the Employer shall receive all compensation they would normally receive for any work covered by this Agreement. Travel expenses, mileage, or other incidental costs for the Union members on the Committee shall be borne by the Union.

#### **SECTION 11.3 RELATION TO GRIEVANCE PROCEDURE**

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

#### **SECTION 11.4 RELATION TO COLLECTIVE BARGAINING AGREEMENT**

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

#### **SECTION 11.5 RELATION TO POLICIES**

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



compensation they would normally receive for any work covered by this Agreement. Travel expenses, mileage, or other incidental costs for the Union members on the Committee shall be borne by the Union.

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

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

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

- A. The Employer shall develop a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and challenging behavior and work to resolve issues impacting the provision of personal care, and the policy must include stated permission and a process for allowing workers to leave situations where they feel their safety is at immediate risk. This process must include a requirement to notify the Employer and applicable third parties as soon as possible.
- B. The Employer may not terminate an employee, reduce the pay of an employee, or not offer future assignments to an employee for requesting reassignment due to alleged discrimination, abusive conduct, or challenging behavior.
- C. The Employer must inform an employee of instances of discrimination and abusive conduct occurring in or around the client's home care setting prior to assigning the employee to that client, and throughout the duration of service, if those instances are:
  - a. Documented by the Employer; or
  - b. Documented by a third party and communicated to the Employer.
- D. The Employer must inform an employee of a client's challenging behavior prior to assigning the employee to that client if it is documented:
  - a) In the client's care plan;
  - b) By the Employer; or
  - c) By a third party and communicated to the covered Employer.
- E. The Employer must keep a record of any reported incidents of discrimination or abusive conduct experienced by an employee during the provision of paid personal care services. The records must be kept for at least five years following the reported act.
- F. The Employer must provide a list of resources about discrimination and harassment for employees to utilize. At a minimum, the resources must include contact information of the equal employment opportunity commission, the Washington

State Human Rights Commission, and local advocacy groups focused on preventing harassment and discrimination and providing support for survivors.

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employees shall be required to work in any situation that would threaten or endanger their health or safety and the Employer shall notify employees of any health or safety risks prior to a client assignment and employees have the right to decline working for a client who lives in a situation which could threaten their health and safety. Such situations include: bodily harm to the employee; threatening behavior of the client or others in their home to the employee; sexual harassment of the employee by the client or by persons in the household, clients with symptoms or conditions communicating their needs to the employee in ways that the person providing care may experience or interpret as harassment; or any other situation that would be a threat to the employee's health. In any event, employees should not have to experience discrimination, abusive conduct, and challenging behaviors without assistance or redress and will immediately report to their Employer any working condition that they believe threatens or endangers their or their client's health or safety.

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

No employee shall be required to provide at his/her own expense, as required by law, safety equipment, supplies, or protective garments, including, but not limited to gloves, masks, aprons, protective eyewear, and tongs 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 condition. If such a situation arises where there are insufficient supplies or materials, the employee will report the situation immediately to his/her supervisor.

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

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

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

#### **SECTION 12.4: VACCINATIONS**

The Employer shall provide notice and offer, for employees who request them and at no cost to the employee, Hepatitis A and B vaccinations for employees caring for high—risk clients and who are not otherwise covered by health insurance. The Employer and the Union will work together to find a way to offer, tuberculosis (TB) and pneumonia vaccinations for employees who request them. Employees shall receive, upon request, flu

shots as prescribed by medical standards. The Employer will continue to follow federal and state guidelines for Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination.

#### **SECTION 12.5: SAFETY COMMITTEE**

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

The Labor Management Committee for the Employer shall function as its Safety, No Harassment and No Discrimination Committee and will provide input to be used by the Employer as required by SB 6205, consistent with applicable state and/or federal laws. Participation in a Safety Committee shall be considered time worked.

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

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

#### **SECTION 12.7: IMMINENT DANGER**

Any employee who believes in good faith that his/her health and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a supervisor. The HCA shall be paid for his/her entire scheduled assignment if there is no substitute assignment for the same amount of hours or for the amount of hours remaining in the shift, including all travel time and travel miles (except errands not performed) he/she would have been paid had the assignment been completed as scheduled. If the employee believes the client may be in danger, the employee should call 911 or other emergency services.

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

## **SECTION 12.8 VIOLENCE IN THE WORKPLACE**

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

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

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

Referring victims to an Employee Assistance Program (EAP), appropriate community resources, such as medical centers, counseling services, victim advocacy groups, legal aid, and domestic violence shelters;

Providing flexible work hours or short-term or extended leave as required by leave policies;

Cooperating with law enforcement personnel in the investigation of the crime and the prosecution of the offender; and

Providing a debriefing for employees where appropriate 24 to 48 hours after a serious violent occurrence to explain what happened and what steps are being taken by the company to support affected employees.

## **SECTION 12.9: ANNUAL SAFETY TRAINING AS PART OF CONTINUING EDUCATION**

Health and Safety Training:

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

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

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

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

**SECTION 13.2: PAY PERIOD**

Payment of wages shall be twice monthly. If a payday falls on a Saturday or Sunday, the check will be distributed the presiding Friday. If a payday falls on a holiday, or a day when an Employer’s office is scheduled to be closed for business; in such case, the checks will be distributed on the preceding business day.

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

Millennia	5 <sup>th</sup> and 20 <sup>th</sup>
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Should an employee fail to turn in the timesheet on or by the date required, the Employer will not guarantee that the hours will be paid until the pay period following the submission of the timesheet, except in the case of an emergency beyond the control of the employee. Timesheet is electronic or paper as the Employer determines.

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

Millennia	1 <sup>st</sup> and 16 <sup>th</sup> of each month
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The Employer shall make the pay schedule available to all employees, published as a yearly calendar with pay days and mandatory due dates for submission of timesheets.

**SECTION 13.3: CHECK CORRECTIONS**

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

**SECTION 13.4: DIRECT DEPOSIT**

The Employer shall offer direct deposit of paychecks. Pay stubs will be maintained and distributed in an electronic format, to any employees who desires electronic communication, employees who do not indicate they wish such communication shall receive their printed payroll statement mailed to their home address.

In the event that the Union establishes a credit Union or other financial institution during the term of this Agreement, the Employer agrees to facilitate institution of direct deposit

of all paychecks through the Union's designated credit Union upon authorization from the employee(s).

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

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

## **ARTICLE 15: UNPAID LEAVE**

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

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

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

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

### **SECTION 15.2: BEREAVEMENT LEAVE**

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

### **SECTION 15.3: GENERAL LEAVES OF ABSENCE**

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

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

(1) Family Leave — 6 months or as provided by law, whichever is greater; (2) Medical leave — length of leave as certified by a physician; and (3) Military and active duty leave as provided by federal law.

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

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

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

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

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

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

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

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

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

#### **SECTION 15.7: OTHER FORMS OF LEAVE**

The Employer shall educate supervisors and employees about eligibility and use of any new forms of Leave enacted by the Federal, local or State governments.

#### **SECTION 15.8: OTHER REQUIRED LEAVE**



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

## **ARTICLE 16: HOLIDAYS**

### **SECTION 16.1: RECOGNIZED HOLIDAYS**

The following days shall be recognized as holidays:

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

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

### **OVERTIME (TIME-AND-A-HALF) PAY FOR RECOGNIZED HOLIDAYS**

Employees who are assigned to work on the Holidays listed in 16.1 shall receive one and a half times their regular hourly rate (1.5X) for hours worked on those days.

### **OPEN HOLIDAY PAY SHIFTS**

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

## **ARTICLE 17: TRAVEL PROVISIONS**

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

#### **Windshield Time**

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

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

reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly public transportation pass. Employees may be required to provide documentation of public transportation costs.

### **Mileage Reimbursement**

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

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

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

### **Disputes About Reimbursement**

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

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

Employees at all times while on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the State of Washington. The Employer may require proof of sufficient liability insurance. Such insurance shall not be construed to be in the category of livery service.

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

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

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

#### **SECTION 17.4: SPEEDING**

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

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

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

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

#### **SECTION 18.2 CONTRIBUTIONS**

The hourly contribution rate shall be the hourly contribution rate established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the "Healthcare Rate"). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating Section 18.2.

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

#### **A. MEDICAID-FUNDED HOURS WORKED**

Effective July 1, 2021, the Employer shall contribute the Healthcare Rate or three dollars and seventy-ninements (\$3.79) whichever is higher, to the Trust for each Medicaid-Funded Hour worked. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours. Consumer participation hours shall also be excluded for contribution purposes.

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

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

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

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

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

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

### **SECTION 18.3 ELIGIBILITY STANDARDS**

Employee eligibility standards for health care benefits shall be determined solely by the Board of Trustees and as permitted under existing law. The Trust is responsible for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications and follow up to secure required applications/documentation, disenrolling ineligible workers and providing COBRA notifications and follow up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and disenroll ineligible workers. The Employer will provide information on the Trust's benefits to all employees during the onboarding process.

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

### **SECTION 18.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

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

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

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

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

### **SECTION 18.6 TRUST AGREEMENT**

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

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

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

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

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

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

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

Effective July 1, 2021, employees shall accrue one (1) hour of paid time off for every Twenty eight (28) hours worked. PTO may accumulate for a maximum of one hundred and ten(110)-hours.

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

Employees shall be eligible to take paid leave in one-hour increments after their initial probationary period. For Paid Time Off (PTO), employees must submit leave requests at least two (2) weeks prior to the date the requested paid leave commences. In the event that too many employees request paid leave for the same time period and the Employer cannot ensure safe client coverage, leave approval shall be granted by seniority within the office to which the employee is assigned. PTO may be used for absence due to the illness in the immediate family, once notification to the Employer is given. At the request of an employee and at discretion of the Employer, the Employer will pay the employee for paid leave in advance of the leave. Such requests shall be made in writing of the payroll cutoff date the requested leave commences.

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

Employees may elect to cash out accrued PTO after their initial probationary period. Such election must be submitted in writing at least 2 weeks to receiving payment. Non-probationary employees who terminate shall be paid for all unused, accrued paid time off. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

#### **SECTION 19.4 UTILIZATION OF SICK LEAVE**

Employees shall be eligible for paid leave under the Washington Paid Family and Medical Leave Act (WPFMLA) for an absence from employment which includes but is not limited to the employee's illness; injury; temporary disability; medical or dental care; or to attend to members of the employee's or the employee's spouse's immediate family or domestic partner or domestic partner's immediate family, where the employee's presence is required because of illness or any other reason described in federal law, WPFMLA or other State law. The Employer may, in its sole discretion, require reasonable proof of illness or disability and/or certification of the necessity of the employee's absence and will comply with federal and state laws.

#### **SECTION 19.5: NOTICE AND PROOF OF ILLNESS**

Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. Employees will be expected to notify their supervisor of illness at least two (2) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement. The Employer reserves the right to require reasonable proof of illness if the absence from work last beyond three (3) consecutive scheduled work days. The Employer also may require a doctor's release to return to work in the event that the absence from work exceeds three (3) consecutive scheduled work days. The Employer will provide twenty-four (24) hour call or paging service for employees seeking to reach supervisors.

#### **SECTION 19.6: COMBINATION WITH OTHER BENEFITS**

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

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

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

Effective July 1, 2021, employees covered by this Agreement shall be compensated according to the wage scale schedule set forth in Appendix A. Employees shall advance along the wage scale based on hours of service to the Employer. An employee's total cumulative hours shall be itemized and labeled on the employee's pay stub at least monthly.

#### **Returning Employees**

Employees previously employed by the Employer who return to employment with the Employer with less than two (2) years break in employment shall be placed on the wage scale at least at the step which reflects their previous hours of experience with the Employer.

## **Wage Progression**

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

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

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

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

If an employee is unable to provide service to a client due to the client's failure to answer the door, if the client is not home, or if the client cancelled service and the employee was not advised at least two hours before the start of the shift, the employee shall notify the Employer by telephone promptly. If the Employer is unable to provide a substitute assignment, the employee shall be paid at the straight time hourly wage rate for two (2) hours show-up/no access pay.

### **SECTION 20.4: OVERTIME**

Employees required to work in excess of forty (40) hours in a week shall be paid overtime for such additional hours at the rate of one and one-half (1.5) times their regular hourly rate of pay. Paid leave time or Union leave time or any other time that is not actual hours worked shall not be considered time worked for the purposes of this Section.

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

Employees who are assigned to work hours on Saturday or Sunday shall receive a twenty-five cents per hour (\$0.25) differential on top of their regular hourly wage.

### **SECTION 20.6 NURSE DELEGATION**

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

### **SECTION 20.7: L & I WORKER CONTRIBUTIONS**

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

### **SECTION 20.8: DIFFERENTIAL STACKING**

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

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

The Employer is required to provide training to its employees. Training must meet all requirements under applicable laws and rules set forth by the state of Washington, and as administered by the Department of Health and the Department of Social and Health Services. Employees shall be paid their hourly rate for attendance at all Employer-

required, Training, including but not limited to Basic Training, Continuing Education, In-Services and Meetings.

The Union will be notified of in-person training classes and shall be afforded the opportunity to meet with employees for up to thirty minutes of paid time.

The parties recognize 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. During the life of this agreement, and any extension thereof, the parties may reopen this section of the agreement for the purpose of admission into the Training Partnership, by mutual consent.

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

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

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

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

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

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

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

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

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



workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours. Hour(s) worked shall be defined as all compensable hours worked by all employees covered by this Agreement in the Employer's in-home care program, excluding vacation hours, paid-time off hours, and training hours.

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

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

### **SECTION 23.3 TRUST AGREEMENT**

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

## **ARTICLE 24: DISPATCHED WORKERS**

### **SECTION 24.1: GENERAL**

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

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

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

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

The Labor Management Committee shall develop a written DHCA Job Description, which shall be attached as a part of this Agreement. Openings for DHCA positions shall be filled based on the level of demonstrable skills as delineated in the Dispatched Worker Job Description and in compliance with any recognized mentoring program or standard. In filling open DHCA positions among completing qualified candidates, seniority shall apply. A

home care worker's ability to perform non— home care aide duties (including, but not limited to, office clerical work) shall not be considered when filling DHCA vacancies.

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

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

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

### **SECTION 25.1: LAYOFF**

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

If layoffs are required, the least senior employee(s) in a branch office shall be laid off first provided that it does not interfere with client preference in that those employees remaining on the job in that branch office are qualified to perform the work remaining. An employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required. The Employer agrees to provide thirty (30) days notice of layoff to affected employees.

### **SECTION 25.2: RECALL**

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

## **ARTICLE 26: MANAGEMENT RIGHTS**

It is mutually agreed that the Employer maintains all inherent managerial rights to manage the operations and direct the workforce in the Employer's sole and exclusive judgment and discretion. This includes but is not limited to, the right to hire, transfer, promote,

demote, reclassify, layoff, or relieve employees from duties because of lack of work or funds; set and administer work performance in disciplinary standards, and discharge employees, subject to the conditions as set forth in this Agreement or as required by federal or state regulation. The Employer shall also have the right, in its sole discretion and judgment, to promulgate and enforce safety and health workplace rules. The foregoing statements of the inherent managerial rights of the Employer or not all inclusive and shall not be construed in any way to exclude other functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement.

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

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

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

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

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

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

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

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

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

The Employer shall notify the Union thirty (30) days before a change in policy that is subject to mandatory bargaining. The Union understands the Employer's handbook is subject to State WAC/RCW and State policy change that may necessitate less than a 30-

day notice. In cases where the Employer is not provided adequate time by the state or contractor, the Employer shall notify the Union as soon as possible.

## **ARTICLE 29: SAVINGS OR SEPARABILITY CLAUSE**

### **SECTION 29.1: WAIVER**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

### **SECTION 29.2: ADHERENCE TO EXISTING STATUES**

The Parties agree to abide by all applicable municipal ordinances, State and Federal statutes in regulations, including but not limited to any and all statutes pertaining to discrimination in employment.

### **SECTION 29.3: SAVINGS**

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, the parties shall promptly meet to negotiate a substitute provision unless waived by the parties.

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

### **SECTION 30.1: SUCCESSORSHIP**

The Employer agrees to notify the Union no fewer than thirty (30) days in advance of any transaction which may affect the interest of members of the Union. The Employer agrees to notify any potential purchaser of its collective bargaining Agreements with the Union and will make acceptable of such Agreements a condition of any sale, purchase, or any other form of transfer of its business, in whole or in part, to any other person or entity.

### **SECTION 30.2: SUBCONTRACTING**

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

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

The Employer agrees to grant up to seven (7) percent of bargaining unit employees, based on a first-come, first - served basis, two (2) paid leave days designated by the Union for the general purpose of public action and lobbying the legislature to increase payments to home care agencies and their employees or for other issues of importance to the home

care industry and the Union. The Union shall designate in writing to the Employer the employees who are requesting such leave. Leave requests shall take client needs into consideration, but shall not be unreasonably denied by the Employer. The Employer shall communicate properly with the Union concerning any difficulties in granting leave requests.

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

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

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

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

### **SECTION 32.2 CONTRIBUTIONS**

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

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

Contributions required by Section 32.2 shall be paid periodically as required by the Trust.

### **SECTION 32.3 ELIGIBILITY STANDARDS**

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

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

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

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

#### **ARTICLE 33: NO HARASSMENT AND NO RETALIATION**

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

#### **OPEN DOOR POLICY**

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

#### **HARASSMENT**

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

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

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

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

This policy prohibits managers, supervisors, and employees from harassing coworkers, clients, residents, vendors, suppliers, independent contractors and other doing business with the company. It likewise prohibits its clients, residents, vendors, suppliers, independent contractors and others doing business with the company from harassing employees.

## **SEXUAL HARASSMENT**

Sexual harassment is a form of prohibited harassment that occurs when the types of verbal and physical conduct described above are sexual in nature or directed at a person because of gender when a) submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or b) such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

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

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

This policy prohibits managers, supervisors, and employees from harassing coworkers, clients, residents, vendors, suppliers, independent contractors and other doing business with the company. It likewise prohibits its clients, residents, vendors, suppliers, independent contractors and others doing business with the company from harassing employees.

## **NO RETALIATION**

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

## **CONFIDENTIALITY**

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

## **ARTICLE 34: ELECTRONIC VISIT VERIFICATION**

The Employer will continue to use electronic visit verification (EVV), either through state or federal regulation or of its own desire. Further, the parties agree to meet and review its impact and identify areas needing improvement after implementation.

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

This Agreement shall be effective upon ratification, for the Union and Millennia Healthcare and shall remain in full force and effect, as amended by mutual written agreement of the Parties, through June 30, 2023.

In the event that during the term of this Agreement, the State substantially change is the anticipated and 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 Millennia Healthcare may be conducted as industry-wide negotiations with the Union to commence no earlier than May 1, 2023, and no later than two (2) weeks following legislative approval or rejection of the pattern home care Agreement between the State of Washington and the Union. Should the Parties reach impasse and failed to reach agreement by June 30, 2023, the parties may agree to subject outstanding issues to interest arbitration.



## APPENDIX A – WAGE SCALES

CCH	July 1, 2021	January 1, 2022	July 1, 2022	January 1, 2023
<i>0 - 2000</i>	\$16.85	\$17.01	\$17.13	\$17.27
<i>2001 - 4000</i>	\$17.00	\$17.16	\$17.29	\$17.43
<i>4001 - 6000</i>	\$17.15	\$17.31	\$17.44	\$17.57
<i>6001 - 8000</i>	\$17.33	\$17.49	\$17.63	\$17.76
<i>8001 - 10000</i>	\$17.53	\$17.69	\$17.82	\$17.95
<i>10001 - 12000</i>	\$17.78	\$17.94	\$18.07	\$18.21
<i>12001 - 14000</i>	\$18.03	\$18.20	\$18.34	\$18.48
<i>14001 - 16000</i>	\$18.69	\$18.86	\$19.00	\$19.14
<i>16001 - 20000</i>	\$18.94	\$19.11	\$19.25	\$19.39
<i>20000 and above</i>	\$19.21	\$19.38	\$19.53	\$19.68

\*\* The Employer will comply with Seattle Minimum Wage for any hours worked within Seattle City Limits and shall retro-actively pay, upon ratification of this agreement the wages contained within the entire agreement.

**For SEIU 775**

**For Millennia Healthcare**

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Sterling Harders, President

Lary Ude, Director

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Date

Date

**Memorandum of Understanding**  
**Between**  
**SEIU 775 (the Union) and Millennia (the Employer)**  
**Negotiations reopened for New Base Rates**  
**within the term of the Agreement**

Due to the increase to the Washington State agency Vendor Rate, published June 27, 2022, to increase Individual Provider Rates, the Parties agree to new wage rates for the duration of the 2021-2023 Collective Bargaining Agreement.

**APPENDIX A – WAGE RATES**

Step	July 1-December 31, 2022 Base Wage	July 1-December, 2022 w/ HCA	January 1-June 30, 2023 Base Wage	January 1-June 30, 2023 w/ HCA
0 - 2000	\$ 17.78	\$ 18.03	\$ 18.17	\$ 18.42
2001 – 4,000	\$ 17.94	\$ 18.19	\$ 18.33	\$ 18.58
4001 – 6,000	\$ 18.09	\$ 18.34	\$ 18.47	\$ 18.72
6001 – 8,000	\$ 18.28	\$ 18.53	\$ 18.66	\$ 18.91
8001 – 10,000	\$ 18.47	\$ 18.72	\$ 18.85	\$ 19.10
10001 – 12,000	\$ 18.72	\$ 19.97	\$ 19.11	\$ 19.35
12001 – 14,000	\$ 18.99	\$ 19.24	\$ 19.38	\$ 19.63
14001 – 16,000	\$ 19.65	\$ 19.90	\$ 20.04	\$ 20.29
16001 – 20,000	\$ 19.90	\$ 20.15	\$ 20.29	\$ 20.54
20,000+	\$ 20.18	\$ 20.43	\$ 20.58	\$ 20.83

\*The Employer will comply with the Seattle Minimum Wage Ordinance and will not pay Seattle employees below the rates established by the Seattle Office of Labor Standards.

For the Union:

*Alexandra Ruedas*

For the Employer:

*Lawrence Reed*

Date:

7/25/2022

Date:

7/25/22