

Collective Bargaining Agreement

between

Consumer Direct Care Network Washington

and

Service Employees International Union 775

Effective July 1, 2023 to June 30, 2025

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ARTICLE 1: RECOGNITION

- A. SEIU 775 (“Union”) is recognized as the sole and exclusive representative for all home care employees, home care aides, personal care attendants, or equivalent positions including all individual providers of in-home care services as defined in [RCW 74.39A.240](#) (also referred to as (“home care workers,” “home care aide,” “caregivers,” “HCAs”, “PCAs” and “IPs”), excluding supervisors, confidential employees, and all other employees. Provided there is no question concerning representation or the definition of the bargaining unit pursuant to statute, if the Union merges with other organizations, consolidates parts of other organizations, modifies its name or makes any other similar changes, recognition by the Employer will follow as designated by SEIU 775 and the Service Employees International Union. The parties also recognize that other agencies and/or contractors or subcontractors of the Employer may continue to be responsible for implementation and administration of certain provisions of this Agreement as specifically provided herein or as directed by the Employer.
- B. The Parties agree that, should the Employer make new acquisitions of any companies that provide in-home care services in Washington State, the terms and conditions set forth herein shall apply to home care worker employees of such acquisitions, and the home care worker employees shall be merged into the bargaining unit. The Parties agree to bargain the impacts of such bargaining unit mergers as needed.

ARTICLE 2: UNION RIGHTS

SECTION 2.1 UNION REPRESENTATIVES

The Employer shall recognize Union advocates and Union staff representatives in the course of their representational duties. The Union shall advise the Employer of the names and phone numbers of Union advocates and representatives by written notice within thirty (30) days of appointment by the Union and include the nature, scope and authority granted each by the Union.

SECTION 2.2 ACCESS TO EMPLOYER PREMISES

Duly authorized representatives of the Union shall have access at reasonable times to those areas of the Employer's premises that are open to the general public. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb the normal operation of the Employer. Advocates and other worker representatives shall perform representational activities or other Union business with individual providers only during the non-working time of the individual provider and shall not otherwise interfere with the work of individual providers or home care services provided.

SECTION 2.3 ACCESS TO NEW INDIVIDUAL PROVIDERS DURING THE HIRING PROCESS AND SAFETY AND ORIENTATION TRAININGS

- A. The Employer shall inform newly hired individual providers of in-person and/or virtual orientations scheduled by the Union and provide the IP with dates and times. The Union shall provide a monthly list of scheduled orientations to be provided to new hires.
- B. CDWA will provide the Union monthly notice of any scheduled in-person community appointments or other events for employees advertised on the CDWA website to receive in person hiring or technical support. With advance notice to CDWA that Union representatives will be present, CDWA will provide Union representatives with access to these sessions and the ability to speak with employees before or after their appointments.
- C. Both parties mutually agree that Union access to hiring should not create a barrier to individual providers becoming hired in a timely manner and/or lead to delays in providing client care.
- D. The Union will be provided the opportunity to meet with new individual providers in non-public areas for thirty (30) minutes during any scheduled in-person or virtual group hiring appointments. Wherever possible and within existing resources, the Employer and its agents will consolidate hiring appointments into one (1) or two (2) designated sessions per week, will consolidate hiring appointments into group sessions and will

inform the Union of the designated session(s) for each office. In-person meetings between individual providers and authorized representatives of the Union will not include the Employer or its agents.

- E. The Employer will make every effort to consolidate in accordance with Subsection 2.3D. The parties may mutually agree to have more than two (2) designated sessions to meet the demand however, the final decision regarding consolidation is determined by the Employer.
- F. Individual providers will not be required to meet with Union representatives and will not suffer discrimination or retaliation as a result of their choice to meet or not to meet. The Employer and its agents will remain neutral and will not either encourage individual providers to meet or discourage them from meeting with Union representatives.
- G. In some cases, various circumstances such as scheduling conflicts, rural locations, emergent client needs or unanticipated matters require hiring appointments outside of the designated session(s) for a particular office. In these exceptional circumstances the Employer will, on a weekly basis, provide a list to the Union of hired individual providers that did not attend hiring appointments during designated sessions or did not view the Union presentation electronically. This list will be provided through a mutually agreed-upon, secure method.
- H. The parties agree to utilize and expand video conferencing in offices where such interfacing could be feasible to facilitate Union access.
- I. If the Employer's office has regularly scheduled recurring times for individual providers to view the initial safety and orientation training, the Employer will make the Union aware of these reoccurring meetings on an annual basis. The Employer will also provide fifteen (15) minutes for a Union representative to meet with the individual provider(s).

If the Employer chooses to provide the orientation and safety training via video, the Employer will include a video of no longer than ten (10) minutes provided by the Union.

SECTION 2.4 UNION BULLETIN BOARDS

The Union shall have a right to bulletin board space in the offices of the Employer, its agencies, contractors, or subcontractors that individual providers necessarily frequent due to work-related business. The Union shall be solely responsible for the costs and maintenance of all bulletin boards. The Union will provide bulletin boards (no larger than two feet by three feet [2'x3']). The bulletin boards will be clearly marked as Union bulletin boards and will be maintained by Union worker representatives and/or Union staff. Union communications may not be posted in any other location or agency.

The parties agree that the Union and the Employer or its agencies, contractors or subcontractors (whichever is appropriate), will discuss the location in the facility for the Union bulletin board, and if they are unable to agree on a location the Employer will attempt to remedy the situation, appropriate to their subcontracted agent. The Employer shall inform contractors and subcontractors of the rights of the Union to bulletin board space.

SECTION 2.5 WEBSITES

Websites maintained by the Employer and its agencies that individual providers might reasonably access to seek employment-related information shall contain a link to the Union's website.

SECTION 2.6 ORIENTATION MATERIALS PROVIDED BY EMPLOYER

Orientation materials distributed by the Employer, its agencies, contractors or subcontractors to individual providers shall include Union membership applications and Union orientation materials. Union materials distributed by the Employer shall be neutral in tone. It shall be the Union's responsibility to provide the Employer with sufficient copies of such materials for distribution during orientation and training. To the extent that orientation materials are provided by the Employer electronically, the Employer will facilitate the inclusion of Union membership applications and Union orientation materials as a part of the electronic orientation process.

SECTION 2.7 UNION COMMUNICATIONS THROUGH CDWA WEBSITE

A. Link to Union Website

The Employer shall display a link to the Union website on the opening webpage of the CDWA website.

B. Notification of Message from Union

When a home care worker logs into the CDWA website, the initial screen will include a notification of new message(s) from the Union. The notification box on the initial page shall be sufficient to provide details of sender and subject of the message. The Union shall provide materials to be included in the notification message no later than twenty-one (21) days prior to the day the notification will be sent.

SECTION 2.8 UNION PREVIEW OF EMPLOYER COMMUNICATIONS

When feasible, the Employer shall provide the Union at least fourteen (14) days advance notice prior to sending a communication to the entire individual provider group. In the event fourteen (14) days advance notice is not feasible, the Employer will send the notice to the Union as soon as possible, but at a minimum, at the same time the notice is sent to the entire individual provider group.

ARTICLE 3: EMPLOYER RIGHTS

SECTION 3.1

It is understood and agreed by the parties that the Employer has core management rights. Except to the extent modified by this Agreement, the Employer reserves exclusively all the inherent rights and authority to manage and operate its facilities and programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the Employer and the Employer has the right to decide and implement its decisions regarding such management rights. The wages, benefits, hours, and working conditions of bargaining unit members shall continue to be mandatory subjects of bargaining between the parties and as provided in [Article 17](#), Duty to Bargain.

SECTION 3.2 RIGHTS RESERVED TO THE EMPLOYER

Examples of the rights reserved solely to the Employer, its agents and officials and to the extent these rights may be limited by other provisions of this Agreement as expressly provided herein include, but are not limited to, the right:

- A. To operate so as to carry out the contractual responsibilities of the Employer as the Consumer Directed Employer.
- B. To establish the Employer's missions, programs, objectives, activities and priorities.
- C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the Employer's missions, programs, objectives, activities and priorities; however, this paragraph shall not be interpreted to limit the Union's right to advocate for budget allocations that may be different from what the Employer may propose.
- D. To manage, direct and control all of the Employer's activities to deliver programs and services.
- E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out.
- F. To establish qualifications of individual providers and reasonable standards of accountability except as otherwise limited by this Agreement under [Article 15](#), Training.
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the Employer's duties or exercise of the Employer's powers, including contracts with public and private agencies, organizations or corporations and individuals to pay them for services rendered or furnished.
- H. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement.
- I. To extend, limit or contract out any or all services and/or programs of the Employer except as otherwise limited under [Article 17](#), Duty to Bargain (specific to contracting out of bargaining unit work) and [Article 28](#) Successorship.

- J. To take whatever actions the Employer deems necessary to carry out services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard.
- K. To modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the Employer's ability to provide services.
- L. To determine the method, technological means and numbers and kinds of personnel by which operations are undertaken.
- M. To maintain and promote the efficiency of operations entrusted to the Employer.

SECTION 3.3

The above enumerations of Employer rights are not inclusive and do not exclude other Employer rights not specified, including but not limited to those duties, obligations or authority provided under [RCW 74.39A.250](#) and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.

SECTION 3.4

No action taken by the Employer with respect to a management right shall be subject to a grievance or arbitration procedure or collateral action/suit, unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 4:

UNION MEMBERSHIP AND DEDUCTION OF DUES, CONTRIBUTIONS AND FEES

SECTION 4.1 UNION MEMBERSHIP AND DEDUCTION OF DUES AND FEES

- A. Upon proper authorization by an employee, the Employer shall deduct the amount of dues or fees, as applicable, from each home care worker's payment for services (paycheck, direct deposit or debit card).

- B. The Employer will send the Union the Caregiver Roster file including, but not limited to, name, address, social security number and provider number for all workers with authorized hours for the month no later than five (5) business days after each payday. The Union will provide a nightly file to the Employer containing which home care workers have affirmatively authorized deduction of dues or fees. The nightly file to the Employer will include an attestation from the Union of the authenticity and accuracy of such list and that the Union has received voluntary, affirmative authorization from each individual listed. The Union will provide copies of the authorizations upon request of the Employer within ten (10) calendar days, unless the request is for more than one hundred (100) authorizations, in which case the parties will agree on an appropriate timeframe, which in no case will be longer than thirty (30) days. The Employer will deduct dues for any home care worker for whom it has received notice of authorized dues deduction in the Deduction Update File no later than one (1) day prior to the payroll start date.
- C. The Employer shall honor the terms and conditions of each home care worker's signed membership card.
- D. All new employees covered by this Agreement hired on or after July 1, 2023, must, as a condition of continued employment, be or become, and then remain, members of the Union no later than thirty (30) days following the employee's initial "OK to provide care" date, in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended, and in accordance with applicable law. In addition to the information provided to the Union per Article 5, the Employer will also provide to the Union every employee's initial "OK to provide care" date beginning July 1, 2023.
- E. Failure of any employee to comply with Section 4.1.D shall, upon written request of the Union, result in termination of such employee, provided that: (1) the termination

request complies with applicable law, and (2) the Union has given the affected employee all legally required notice at least thirty (30) days in advance of the termination request, including notice (a) that the employee's obligation to make payment has not been met, (b) that the delinquency renders the employee liable to termination under Section 4.1.D, and (c) of what action the employee must take to come into compliance with Section 4.1.D. The Employer will receive a copy of any written correspondence to an employee enforcing Section 4.1.D.

- F. If the Employer uses an electronic system for hiring new employees, that system shall include a method through which employees may sign membership cards, including payroll dues deduction authorizations, and/or full or partial agency fee payroll deduction authorizations, and the Employer shall provide a link to the Union's New Hire Notice for CDWA Employees in conjunction with this offering. The Section of the hiring process which includes the option to sign a membership card or payroll deduction authorization for dues or agency fees will include language explaining the requirements of Section 4.1.D, the consequences of an employee's failure to comply with Section 4.1.D, and the requirement that, absent a payroll deduction, the employee will need to make payments directly to the Union. The Employer will meet with the Union no later than December 31, 2022, to jointly develop specifications and language for this Section of the hiring process and the Union will have the opportunity to review and provide feedback on drafts as it is implemented. The Union will notify the Employer if an employee who has declined signing a membership card, including a payroll dues deduction authorization, and/or a full or partial agency fee deduction authorization has not arranged for direct payment to the Union within (30) thirty days of their initial "OK to provide care" date.
- G. Any employee who claims a sincerely held religious objection to joining and financially supporting a Union 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 one of the following nonreligious, nonlabor, 501(c)(3) charitable organizations: The Alzheimer's Association, The United Way, and the American Cancer Society. Such employees shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 4.1.D. of this Article. Failure to satisfy this alternative payment shall result in discharge from employment, pursuant to Section 4.1.E. 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 4.2 VOLUNTARY DEDUCTIONS

Upon receipt of proper authorization for such deductions from the home care worker or the Union, the Employer shall cause the appropriate entity or agency to deduct and transmit voluntary contributions from each home care worker's payment for services, to two (2) funds designated by the Union or to the Union itself. The Employer shall allow deductions to such a fund or committee to be made in any amount specified by the home care worker. The deductions shall be transferred at least monthly by electronic means.

SECTION 4.3 IMPLEMENTATION COSTS

The cost of any new computer programming changes required by this Article shall be borne by the Employer. The ongoing regular cost of such deductions shall be borne by the Employer.

SECTION 4.4 INDEMNIFY AND HOLD HARMLESS

The Union and each home care worker agree to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the pay of any home care worker based on information from the Union and home care worker. This paragraph shall not be interpreted to limit the right of the Union to use the Dispute Resolution Process contained in this agreement to collect dues, fees, and contributions owed.

ARTICLE 5: BARGAINING UNIT INFORMATION

SECTION 5.1 INFORMATION TO BE COLLECTED AND PROVIDED

The Employer shall collect and provide information about the bargaining unit and each member of the bargaining unit and shall provide this information to the Union on the timeline and in the

manner via the interfaces described below.

A. Caregiver Roster & Dues File

The Caregiver Roster & Dues file must be provided five (5) business days after payday by the Employer to SEIU 775, and shall be contain the following information:

1. Employee Number
2. 9-digit ProviderOne ID number
3. First name
4. Middle name
5. Last name
6. Social security number
7. Home phone number
8. Wireless telephone number
9. Address Type (Physical, mailing. Separate records will need to be provided for each type of address if multiple address types exist for a single employee)
10. Address 1
11. Address 2
12. City
13. State
14. Zip
15. Address Start Date
16. Email address
17. Date of birth
18. Gender
19. Marital status
20. Primary preferred language
21. Caseworker identification number
22. Caseworker reporting unit
23. Reporting unit
24. Relationship to consumer Employer (including whether or not the home care worker is a family member as defined by RCW 74.39A.076(1), and any additional details regarding family relationship between the home care worker and the client collected by the State).
25. Live-in provider by consumer (Y/N)
26. Hire Date
27. Initial "OK to Provide Care" date
28. Termination date (If multiple termination dates exist, the last termination date will be provided.)
29. Reason for termination
30. Paid time off hours paid
31. Paid time off hours forfeited
32. Paid time off hours balance
33. Cumulative lifetime hours worked as an individual provider

34. Wage rate
35. Certification Differential rate
36. Advanced Training Differential rate
37. Units worked
38. Units Type
39. Service code
40. Service description
41. Gross pay
42. Amount paid
43. Date to be paid
44. Method of pay
45. Mileage amount (number of miles)
46. Pay period start date
47. Pay period end date
48. Union member type
49. Union Dues deducted
50. Minimum dues applied indicator
51. Voluntary deduction type(s)
52. Voluntary deduction amount(s)
53. Overtime hours

The technical specifications for this file feed shall be defined by the Interface Control Document (ICD) Caregiver Roster & Dues file v1.3, March 8, 2021. Any changes to the ICD must be agreed upon by both parties.

B. 775 Membership Cards File

The 775 Membership Cards file must be provided daily by the Employer to SEIU 775, and shall contain the following information:

1. Social Security Number
2. Workday ID
3. First Name
4. Middle Name
5. Last Name
6. Email address
7. Mailing address
8. Date of Birth
9. Questionnaire Name (represents version of the membership card)
10. Question (represents the title of the question on the membership card)
11. Answer to Question (represents the answer provided by the member of the bargaining unit)

12. Answer Date (the date each question was completed)

C. Caregiver Daily Feed File

The Caregiver Daily Feed file must be provided daily by the Employer to SEIU 775, and shall contain the following information:

1. 9-Digit ProviderOne ID
2. Employee Number
3. Social Security Number
4. First Name
5. Middle Name
6. Last Name
7. Date of Birth
8. Gender
9. Marital Status
10. Preferred Language
11. Address Start Date
12. Address Type
13. Address 1
14. Address 2
15. City
16. State
17. Zip
18. Home Phone Number
19. Wireless Telephone Number
20. Email
21. Hire Date
22. "O.K. to Provide Care" Date
23. Termination Date
24. Reason for Termination
25. Recipient Aid Category
26. Case Worker Details
27. Live-In Provider
28. Standard
29. Standard Tracking Date
30. Reporting Unit
31. Relationship to Consumer
32. Adult Child
33. Adult Child Tracking Date
34. Parent Provider DDD
35. Parent Provider DDD Tracking Date
36. Parent Provider non DDD
37. Parent Provider non DDD Tracking Date

38. Limited Hours
39. Limited Hours Tracking Date
40. Safety and Orientation
41. Safety and Orientation Tracking Date
42. Authorization Termination flag
43. Respite
44. Respite Tracking Date
45. Case worker identification number
46. Case Worker Reporting Unit
47. RAC
48. RAC Name

Technical specifications for this file feed shall be defined by the Interface Control Document (ICD) Caregiver Daily Feed v1.0, February 19, 2021. Any changes to the ICD must be agreed upon by both parties.

D. Deductions Update Response File

The Deductions Update Response file will be sent from the Employer to the Union daily. The intent of this file is to communicate the status of each record submitted via the Deductions Update file as defined in Article 4. This file shall contain:

1. 9-Digit ProviderOne ID
2. Employee Number
3. First Name
4. Middle Name
5. Last Name
6. Membership Type Ind
7. Charge Type
8. Deduction Amount
9. Deduction Percentage
10. Reporting Date
11. File Name
12. Status

Technical specifications for this file feed shall be defined by the Interface Control Document (ICD) Deductions Update Response File v1.4 Feb 9, 2021. Any changes to the ICD must be agreed upon by both parties.

- E. The data in the Caregiver Roster Dues File, Caregiver Daily Feed File, 775 Membership Cards File, and Deductions Update Response File shall be complete.
- F. The data in Caregiver Roster Dues File shall cover the same time period as the dues payment remitted to the Union.
- G. The sum of the individual Union dues deduction amounts in the Caregiver Roster Dues File shall exactly match the amount of the dues payment remitted to the Union. The sum of the voluntary deduction amounts in the Caregiver Roster Dues File shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.
- H. Where an Individual Provider provides multiple different services and/or provides services to multiple different clients, individual records per service per client shall be generated. The Individual Provider's identifying information shall be consistent across these records.
- I. Voluntary deductions shall be reported according to the format and/or file layout mutually agreed upon for the Caregiver Roster Dues File.
- J. The Employer and the Union shall coordinate to reconcile any questions about the bargaining unit information and records within five (5) business days of receipt, unless otherwise mutually agreed.
- K. The Employer and the Union agree to quarterly baseline exchanges to ensure the parties datasets are matching.
- L. Subject to the data share and confidentiality agreement executed by the parties, the Individual Provider's social security number will be sent in a secure electronic format.
- M. The Employer shall report errors as it pertains to this Article and identify causes and

solutions to problems within a reasonable period of time but in no event more than five (5) business days from when the problem was reported by the Union or discovered by the Employer. Once the cause of the error has been identified, the Employer shall notify the Union and include a list of impacted providers if applicable, as soon as possible, but no later than ten (10) business days unless another timeline is mutually agreed upon by the parties.

SECTION 5.2 PRIVACY

In accordance with state and federal law, the Employer shall utilize the latest industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that the following information is confidential and shall not be released by the Employer or its agents to any third party, except as necessary to comply with the provisions of this Agreement:

The names, addresses, GPS coordinates, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, driver's license numbers, the dates of birth, or other personally identifying information of employees covered by this Agreement.

Notwithstanding the prohibition in the first paragraph of this Section 5.3, the Employer may release confidential information:

- (a) to a governmental body, including DSHS and the state's area agencies on aging for the purposes of administering the Individual Provider Program, if the recipient agrees to protect the confidentiality of the information.
- (b) as part of a judicial or quasi-judicial proceeding and subject to a court's order protecting the confidentiality of the information and allowing it to be used solely in that proceeding.
- (c) as necessary for the provision of fringe benefits to employees, and the recipient agrees to protect the confidentiality of the information.
- (d) if the disclosure is required by federal law; and
- (e) the disclosure is required by a contract between the Employer and a third party, and the recipient agrees to protect the confidentiality of the information.

The Employer agrees to inform the Union, upon request, about whether it has shared confidential information released under (a)-(e) of this Section for more than one-hundred employees in any calendar year, the recipient of the confidential information, and the purpose for which the information was shared.

The Employer agrees to notify the Union within ten (10) calendar days if a third party, not identified in (a)-(e) of this Section has requested release of any information about the bargaining unit, classification or branch. In no case will the Employer release information prior to notifying the Union.

ARTICLE 6: PRODUCTION OF AGREEMENT

SECTION 6.1

The Union and the Employer shall jointly share the costs of producing and printing this Agreement in sufficient quantities for distribution to the members of the bargaining unit, and of translating it in up to ten (10) languages (other than English) most commonly spoken among members of the bargaining unit as determined by the Union, provided that the cost to the Employer shall not exceed eighteen thousand dollars (\$18,000) during the life of this Agreement. Any costs over and above eighteen thousand dollars (\$18,000) shall be borne exclusively by the Union.

SECTION 6.2

In addition to the actual text of the Agreement and by mutual agreement of the parties, the printed copy of the Agreement may contain introductory statements, highlights, or graphics included for the purposes of making the Agreement easier to understand and in order to provide the information most important to home care workers (such as their wage scales, benefits, and rights) in an easily-accessible, user-friendly format.

SECTION 6.3

Regarding the production of the Agreement in languages other than English and the inclusion of introductory statements, highlights, or graphics, the parties agree that all disputes regarding the interpretation or application of this Agreement shall be determined based solely on the original

English-language Agreement signed by the parties, and not upon any other language version or upon any introductory statements, highlights, or graphics.

SECTION 6.4

To the extent that the Union incurs costs associated with this Article prior to the effective date of this Agreement and not exceeding eighteen thousand dollars (\$18,000), those costs shall be agreed upon and reimbursed by the Employer on or immediately after the effective date of this Agreement.

ARTICLE 7: GRIEVANCE AND DISPUTE RESOLUTION

SECTION 7.1 DISPUTE RESOLUTION PHILOSOPHY

The Employer and the Union commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. Our relationship depends on mutual respect and trust based on our ability to recognize and resolve disagreements rather than avoiding them.

Prior to filing a grievance, the Union and the Employer will attempt wherever possible to resolve problems informally and not to resort to the formal grievance procedure.

SECTION 7.2 GRIEVANCE DEFINITION

A grievance is defined as a contention of a misapplication or violation concerning the application or interpretation of this Agreement.

SECTION 7.3 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

Step 1. Informal Resolution

The home care worker and/or a Union representative may confer with the Employer's designated representative and attempt to resolve the issue informally. Cases submitted for potential resolution as a part of the informal process will not be assumed to be covered under a formal written grievance unless specifically stated in the written grievance.

The Union shall have up to forty-five (45) calendar days from the alleged violation, or up to forty-five (45) calendar days from when the home care worker or the Union could reasonably

have been aware of the incident or occurrence giving rise to the grievance, to engage in the informal process, if it so chooses. If the issue is not resolved informally, and/or remedies are not granted, the Union shall have forty-five (45) additional calendar days to submit a written grievance, in accordance with Step 2 of Article 7.3.

Step 2. Written Grievance

If the grievance is not resolved at Step 1, the home care worker and/or Union representative shall set forth the grievance in writing including the identity of any affected grievant(s) if known by the Union, a statement of the pertinent facts surrounding the grievance, the date on which the incident occurred, the alleged violations of the Agreement, and the specific remedy requested. The provision of identities of affected individuals in the grievance is without prejudice to which IPs are ultimately covered by the grievance.

The written grievance shall be submitted to the Employer within forty-five (45) calendar days of the occurrence of the alleged violation or within forty-five (45) calendar days of when the home care worker or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance. Individual Provider grievances shall be submitted by email to LaborCDWA@consumerdirectcare.com.

The Employer or the Employer's designee shall meet with the grievant and their Union representative within fourteen (14) calendar days of receipt of the written grievance, in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance remains unresolved, the Employer will provide a written response to the grievance by email within twenty-one (21) calendar days from the date the parties met to discuss the grievance. If the response does not resolve the grievance, the Union may, within fourteen (14) calendar days of receipt of the response, proceed to Step 4, Arbitration.

Step 3. (Optional) Mediation

As an alternative prior to final and binding arbitration in Step 4, if the matter is not resolved in Step 2 the parties may choose by mutual agreement to submit the matter to mediation in order to resolve the issue. The party requesting mediation of the dispute must notify the other party by email no later than fourteen (14) calendar days of receipt by the Union of the emailed response from the Employer in Step 2. The party receiving the request for mediation must notify the other party by email within fourteen (14) calendar days of receipt of the request whether or not it agrees to mediate the dispute. If the party receiving the request does not agree to mediate the dispute, the Union may, within fourteen (14) calendar days of the email notification of the decision not to mediate, proceed to Step 4, Arbitration.

If the parties agree to mediation, they shall select a neutral mediator. Both parties shall submit a statement of their position on the issue. The mediator may also bring the parties together in person to attempt to resolve the issue.

The parties shall each pay one-half (1/2) the costs or fees, if any, of the neutral mediator. Each party shall be responsible for its own costs, including the costs of representation, advocacy and the costs of that party's appointed representatives.

If the issue is successfully resolved by mediation, the decision shall be binding on all parties, and shall, unless specifically agreed otherwise, form a precedent for similar issues. If the issue is not successfully resolved through mediation, the Union may, within fourteen (14) calendar days of receipt of a written declaration of impasse or rejection of a settlement offer from either party, proceed to Step 4, Arbitration.

Step 4. Arbitration

If the grievance is not settled at Step 2 or 3, it may, within the time frames noted above, be referred by the Union to final and binding arbitration. The arbitrator shall be mutually agreed upon by the parties, within thirty (30) calendar days of the request for arbitration, or, upon failure to agree upon an arbitrator, the Union shall, within forty-five (45) calendar days of the

original request for arbitration, request a list of seven (7) arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator within fourteen (14) calendar days of receiving the list by alternately striking names from the list of seven (7) arbitrators. A coin toss shall determine which party shall first strike.

The award of the arbitrator shall be final and binding upon both parties. The parties shall each pay one-half (1/2) the costs of the arbitration, including the fees of the arbitrator and the proceeding itself, but not including the costs of representation, advocacy, or witnesses for either party. The arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

SECTION 7.4 TIME LIMITATIONS

The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations. To this end, grievances must be processed within the periods of time specified above. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day that is not a Saturday, Sunday or holiday. Any grievance not properly presented in writing and within the time limits specified, or any grievance not moved to the next step within the specified time limits shall be considered to have been withdrawn. If the Employer fails to meet the time limitations specified, the Union may move the grievance to the next step. Time limitations may be extended by mutual agreement of the parties.

ARTICLE 8: COMPENSATION

SECTION 8.1 WAGES

Effective July 1, 2023, all home care workers will be placed on a step commensurate with the total number of their IP hours of work (State of Washington and CDWA) retroactively calculated to July 1, 2005, and, up to their date of hire by CDWA, their verifiable hours of work as a Medicaid-contracted home care agency direct care worker retroactively calculated to July 1, 2017. IP

hours shall be properly preserved by the Employer back to July 1, 2005. New hires will be informed during their hiring process of the ability to receive credit for prior home care agency work (non-IP work) and given instructions on how to provide that evidence. To show the number of non-IP home care agency direct care hours worked prior to their date of hire, IPs may submit a letter from their other Employer(s) or Employer-provided payroll records. Employees who submit proof of additional hours will be credited with the additional hours within ten (10) days of submitting the evidence of hours worked. Any change to an IP's rate of pay due to crediting of agency hours will not be retroactive but will become effective the pay period following the request. Bargaining unit home care workers will be paid according to the wage scales found in Appendix A. During the life of this Agreement, wages shall be adjusted upward for each home care worker based upon accumulation of hours not including time spent as mentors pursuant to [Article 15.9](#). All home care workers shall be paid strictly on an hourly basis. Except as modified by this Agreement, all home care workers shall be paid strictly according to the wage scales. Any non-hourly payment arrangements, or arrangements to pay any home care worker according to any other rate than the rates contained in Appendix A, are hereby void.

SECTION 8.2 CERTIFICATION DIFFERENTIALS

Employees who hold a valid Home Care Aide certification or who are exempt from certification under [RCW 18.88B.041](#)(1)(a)(i)(A) shall be paid an additional twenty-five cents (\$0.25) per hour differential to their regular hourly wage rate.

Employees with a valid Home Care Aide certification or who are exempt from certification under [RCW 18.88B.041](#)(1)(a)(i)(A) or (B) who completed the advanced training course offered prior to December 31, 2016 (as set forth in Training Partnership curriculum) shall be paid an additional twenty-five cents (\$0.25) per hour differential to their regular hourly wage rate. This advanced training differential stacks on top of the certification differential described above (e.g., an employee who has completed the home care certification and the advanced training requirements shall be paid fifty cents [\$0.50] above their regular hourly wage rate).

SECTION 8.3 MILEAGE REIMBURSEMENT

Home care workers shall be compensated when the IP drives their personal vehicles to provide

services to their consumers (such as essential shopping and travel to medical services) authorized under the care or service plans. Such compensation shall be paid on a per-mile-driven basis at the standard mileage rate recognized by the Internal Revenue Service up to a maximum of one-hundred and ten (110) miles per month per consumer.

Home care workers providing transportation to services funded by the Home and Community Based Services (HCBS) waivers, the DDA Individual and Family Services Program, or the Veteran's Directed Home Services and identified in the consumer's Individual Support Plan, in excess of the above maximum per month, will be reimbursed up to an additional maximum authorized by the case manager.

SECTION 8.4 ADVANCED HOME CARE AIDE SPECIALIST (AHCAS) AND ADVANCED BEHAVIORAL HOME CARE AIDE SPECIALIST (ABHCAS) DIFFERENTIAL

Individual providers with a valid Home Care Aide certification or who are exempt from certification under [RCW 18.88B.041\(1\)\(a\)\(i\)\(A\)](#) or (B) or [RCW 18.88B.041 \(1\)\(c\)](#) and have completed seventy (70) hours of basic training, or advanced training provided by the Training Partnership and complete the advanced training described in the [Article 15.10](#) shall be paid an additional seventy five cents (\$0.75) per hour differential added to their regular hourly wage rate. This AHCAS or ABHCAS differential stacks on top of the certification differential described in [Section 8.2](#), if applicable, and the advanced training differential in [Section 8.2](#).

SECTION 8.5 ADMINISTRATIVE TIME

Individual providers shall be compensated an additional fifteen (15) minutes per pay period for the purposes of recording and submitting timesheets.

ARTICLE 9: COMPREHENSIVE HEALTH CARE BENEFITS

SECTION 9.1 COVERAGE

The Employer agrees to make periodic contributions on behalf of all home care workers covered by this Agreement to the SEIU Healthcare NW Health Benefits Trust Fund ("Trust") in the amount specified in [Section 9.2](#) below.

If required to contribute to the cost of health care benefits through a payroll deduction, eligible home care workers shall provide written authorization before receiving coverage.

SECTION 9.2 CONTRIBUTIONS

Effective July 1, 2023, the Employer shall contribute four dollars and thirteen cents (\$4.13) per Employer-paid hour worked by all home care workers covered by this Agreement to the Trust, two and one-half cents (\$.025) of which may be used for a Health and Safety Benefit. Effective July 1, 2024, the Employer shall contribute five dollars and twenty-two cents (\$5.22) per Employer-paid hour worked by all home care workers covered by this Agreement to the Trust, two and one-half cents (\$.025) of which shall be used for a Health and Safety Benefit.

Employer-paid hours shall not include administrative time in [Section 8.5](#), training hours, paid time off or vacations.

Contributions required by this provision shall be paid to the Trust on or before the twenty-fifth (25th) day of the month following the month in which service hours are paid. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Trust or its designee.

Eligibility for health care benefits shall be determined solely by the Board of Trustees.

Contributions for the Health and Safety Benefit will be paid to the Trust, which will administer any program established with these funds. The use of the negotiated funds for health and safety will be determined by the Board of Trustees of the Health Benefits Trust.

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. At least thirty (30) days' notice of changes in deduction amounts must be given to allow the Employer to implement requested changes.

SECTION 9.3 PAYROLL DEDUCTIONS

With adequate advance notice of no fewer than thirty (30) days, the Employer shall perform any such premium-share payroll deductions as directed by the Trust and as authorized by any home care worker. Initial and ongoing computer programming and operation costs associated with the implementation of this Article shall be paid by the Employer in accordance with

[Section 12.6.](#)

SECTION 9.4 PURPOSE OF TRUST

For the purposes of offering health care, dental vision care, 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 9.5 TRUST AGREEMENT

The Employer and the Union hereby agree to be bound by the provisions of the Fund's Agreement and Declaration of Trust, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated. The Employer accepts the Employer Trustees of the Fund and their duly elected successors as its representatives on the Board. The Union accepts the Union Trustees of the Fund and their duly elected successors as its representatives on the Board. The Employer and the Union agree to cooperate with the Trustees of the designated Trust in distributing benefit plan information and in obtaining and providing such census and other data as may be required by the Trust.

SECTION 9.6 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 that relates to the benefits provided by the Trust of the Trust's actions.

SECTION 9.7 FMLA

In addition to employee health care, dental, prescription drug and vision benefits through the SEIU Healthcare NW Health Benefits Trust ("Trust") provided in Article 9, the Employer shall provide health benefits, as required by law, to eligible employees on FMLA (Family Medical Leave Act) during the complete life of this Agreement and any extension thereof.

ARTICLE 10: WORKER'S COMPENSATION

SECTION 10.1 WORKER'S COMPENSATION COVERAGE

The Employer shall provide worker's compensation coverage for all home care workers in the bargaining unit. All home care workers shall complete any required health and safety training required by L&I and provided by the Employer.

SECTION 10.2 WORKER'S COMPENSATION PREMIUMS

The home care worker premium share for worker's compensation insurance shall be paid by the Employer. If applicable laws or rules prevent the Employer from paying the premium share at any time during the life of this Agreement, the Employer shall adjust each step of the wage scale established under [Article 8](#), Compensation of this Agreement upward by an amount equivalent to the home care worker premium share for worker's compensation insurance.

SECTION 10.3 THIRD-PARTY ADMINISTRATOR

The Employer may contract with a third-party administrator in order to administer the worker's compensation coverage provided to home care workers in the bargaining unit. The third-party administrator shall be responsible for claims management and verification, recommending and implementing risk management procedures, and preventing worker's compensation fraud.

ARTICLE 11: PAID TIME OFF

SECTION 11.1 ACCRUAL

Home care workers shall be eligible for paid time off (PTO). Effective July 1, 2023, accrual of PTO shall be one (1) hour of PTO for every twenty-four (24) hours worked.

Effective July 1, 2024, accrual of PTO shall be one (1) hour of PTO for every twenty-three (23) hours worked.

Effective July 1, 2023, PTO accrual shall cap at one-hundred and forty (140) hours.

ARTICLE 12: PAYROLL, ELECTRONIC DEPOSIT AND TAX WITHHOLDING

SECTION 12.1 PAYROLL SYSTEM IMPLEMENTATION

The Payroll System will, at a minimum, be capable of collecting and reporting demographic data, including, but not limited to, information outlined in Article 5, Bargaining Unit

Information: calculating and applying variable wage rates; combining several consumers' service hours in a single payment; adding and editing deductions at variable levels for health care premiums, Taft-Hartley fund contributions, taxes, Union deductions, wage garnishments, and other purposes, and processing and remitting deducted or garnished funds to the appropriate party; providing for fax, web-based and mobile device application reporting of hours; providing for direct deposit into multiple bank or other financial institution accounts; and, upon reasonable notice, providing a reasonable level of ease and cost-control in making changes to fields and/or records for individual or system-wide payments and deductions with no significant additional cost to the Employer. IPs who submit their time through the fob or IVR and cannot electronically access pay stubs may request CDWA print and mail their pay stubs to them. By June 30, 2025, the Payroll System will allow home care workers to claim mileage and PTO in the same application or system they claim hours. When seeking to claim hours, if certain days or weeks are blocked for claiming, or if claimed hours are rejected, the employee may request an explanation for why this is the case and shall receive a response in writing. The explanation may be sent through the portal or by email.

SECTION 12.2 PAYROLL SYSTEM PAYMENT TIMELINES

The Payroll System will pay individual provider home care workers on a bi-weekly basis. Individual providers will be paid every other week for a total of twenty-six (26) paydays per calendar year. If a pay date falls on a recognized federal holiday, payment shall be made on the previous business day which is not a recognized federal holiday. The Employer and Union will jointly agree on the pay-date schedule.

The Employer will notify an individual provider, via the contact information provided, within forty-eight (48) hours of processing a timesheet if there is a problem with how the individual provider is reporting their hours. If the individual provider corrects the error prior to the payroll cutoff date for the pay period, they will be paid within that pay period. Individual provider-initiated changes made to a timesheet after the published cutoff and changes to individual provider or client eligibility that impact payment are not subject to these timelines.

SECTION 12.3 TIMELY AND ACCURATE PAYMENT

Home care workers shall be entitled to receive timely and accurate payment for services

authorized and rendered. To promote a timely and accurate payroll system, the Employer and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues. The parties acknowledge the time necessary to correct errors in payments depends on the underlying nature of the error. The Employer shall identify causes and solutions to problems within a reasonable period of time but in no event more than five (5) business days from when the problem was reported.

Once the cause of the error has been identified, payment will be made as soon as possible but no later than ten (10) business days. The Employer shall provide to the Union the names and Employer ID of each impacted provider, the date they were paid, the date they should have been paid, and the amount of compensation paid late, upon request of the Union. The Union and the Employer agree to utilize the current electronic process through which complaints can be escalated, documented, and resolved.

SECTION 12.4 LATE PAYMENT FEES AND DAMAGES

In order to expedite remedying late payments as soon as possible, the Parties agree that individual providers who are OK to work, have logged or attempted to log hours prior to the time submission deadline for the pay period in question, and are paid later than the respective pay date shall have the following remedies in the event of a violation of this Agreement.

Amount not paid	Length of time not paid	Remedies
\$100 - \$250	One full pay period	\$25 per pay period until paid
\$251-\$500	One full pay period	\$35 per pay period until paid
\$501 - \$750	One full pay period	\$45 per pay period until paid
\$751-\$1,000	One full pay period	\$55 per pay period until paid
\$1,001 and up	One full pay period	\$65 per pay period until paid

Interest on Non-Payment

IPs who have been paid late for two or more pay periods will also be eligible to receive interest on their back pay in addition to the above late payment fees above if the total interest payment is in excess of \$10. Interest will be calculated at 12% per annum.

Incidental and Consequential Damages

The Employer will also reimburse the IP for damages incurred as the result of a late payment of \$75 or more that can be verified through documentation. Examples of damages are late fees on rent or utilities, overdraft charges, etc. The IP must provide a complete copy of the original bill or notification of fees and costs. Copies must be of the complete bill, front and back. IPs will submit damages documentation to the Union through a secure uplink. The Union will evaluate the documentation provided by the IPs prior to furnishing the documentation to CDWA. If CDWA disagrees with the IP's assertion that the claimed damages are reasonable and the direct result of the underpayment, CDWA will submit the documentation and analysis to SEIU 775 and the parties will work together to resolve disagreements. The Employer may also reimburse for damages incurred as the result of a late payment of under \$75 using the same process.

If the parties are unable to resolve a disagreement about: (i) whether the IP should have been deemed OK to work, (ii) whether the IP was paid late, (iii) whether the IP logged or attempted to log hours prior to the time submission deadline for the pay period in question, (iv) how late the IP was paid, or (v) the causation and reasonableness of damages, either party may move the matter from this expedited process to the next step in the grievance process, up to and including arbitration.

SECTION 12.5 ELECTRONIC DEPOSIT OR DEBIT CARD

Home care workers shall have the right to authorize electronic deposit into their designated account or debit card for any payment issued to them for services or other reimbursement. Debit cards will be sent to the providers within four (4) business days of the request and will be capable of being activated upon receipt. If a direct deposit does not successfully process payment to the IP, the Employer shall contact the employee to update their direct deposit.

SECTION 12.6 TAX WITHHOLDING

The Employer, at its expense, shall withhold from each home care worker's paycheck the appropriate amount of Federal Income Tax, Social Security, Federal and State Unemployment Insurance, Medicare contributions, and any other taxes or public insurance fees required to be

deducted by federal or state law.

The Employer will provide individual providers with a W-4 tax form and Federal Tax Income (FIT) notice. Any changes to the FIT notice will be provided to the Union at least fourteen (14) days before it is sent to the bargaining unit.

SECTION 12.7 CHANGES TO PAYROLL AND PAYMENT SYSTEMS

The Employer shall determine the costs associated to implement the provisions of this agreement. The Employer shall bear the costs for any changes to payroll or payment systems and these costs shall be included in the cost of the overall Agreement. If the Union requests programming changes not otherwise covered or required by this Agreement, the parties will meet to discuss prioritization, capacity and funding.

SECTION 12.8 QUALITY ASSURANCE METRICS FOR CDWA CUSTOMER SUPPORT

The Employer will comply with applicable state and federal laws governing document retention. Upon request of the LMC, the Employer will provide some basic performance metrics, such as call volumes, average hold times, and abandoned calls, for its call center. The Labor Management Committee shall discuss and review the performance of the CDWA customer call center.

SECTION 12.9 PAYROLL SYSTEM OUTREACH AND EDUCATION

During the life of this agreement, the Employer will provide general communication to IPs including, but not limited to, claiming PTO and Continuing Education (CE) hours. The Employer may also sponsor in-person support sessions across the state so that home care workers can receive assistance with reporting hours.

SECTION 12.10 CASH ADVANCES

The Employer will not offer cash advances.

Section 12.11 Electronic Visit Verification (EVV) Any EVV system that employees are required to use shall be accessible in at least English, Spanish, Russian, Mandarin, Cantonese and Vietnamese. Any training materials on the EVV system should also be in those languages.

All workers can request the EVV fob and the Employer shall mail one out at no expense to the

employee.

ARTICLE 13: NO DISCRIMINATION

SECTION 13.1

The Union and the Employer are mutually committed to a policy of nondiscrimination. The Employer shall not discriminate with respect to wages, hours, or terms and conditions of employment as provided for in this Agreement on the basis of race, ethnicity, color, physical and/or mental disability, being a victim of domestic violence, sexual assault or stalking, marital status, national origin, Tribal origin, ancestry, gender identity or perceived gender identity, gender expression, sex, sexual orientation or perceived sexual orientation, age, political belief, faith, veterans status, citizenship status, Union membership and activities and in keeping with applicable federal, state or local law.

SECTION 13.2

This Article shall not be construed as otherwise limiting or impeding the right of consumers and prospective consumers to select, hire, supervise the work of, and terminate any home care worker providing services to them. Nor shall it be interpreted so as to prevent Carina from making referrals on the basis of bona fide job-related skills (e.g. language fluency or the physical ability to lift and transfer a consumer) or legitimate consumer preferences such as gender.

SECTION 13.3

The Employer embraces the goal of creating equal employment opportunities and affirmative recruitment to ensure a diverse workforce.

ARTICLE 14: REFERRAL REGISTRY

SECTION 14.1 REFERRAL REGISTRY BENEFIT ADMINISTERED BY CARINA, A NONPROFIT CORPORATION

A. Referral Registry Benefit

The parties agree a referral registry benefit shall be administered by Carina, a Nonprofit Corporation (“Carina”) to referral service for individual providers and CDWA consumers.

Carina will facilitate an advisory committee between the parties to jointly steer deliverables and priorities. The registry will be available to CDWA consumers directly and also for use CDWA representatives to assist with job referrals. Carina shall be the exclusive provider of referral registry services for the Employer's employees and clients. This does not prevent CDWA from receiving provider referrals from other organizations and individuals.

B. Referral Registry Benefit Contribution

Effective July 1, 2023, the Employer shall contribute to Carina three cents (\$0.03) per Employer-paid hour worked by all home care workers covered by this Agreement. Effective July 1, 2023, through June 30, 2024, the Employer shall contribute to Carina an additional one cent (\$0.01) per Employer-paid hour worked by all home care workers covered by this Agreement in order to develop, pilot, and test new services or interventions to improve the ability of clients to access respite services.

Employer-paid hours worked by all home care workers covered by this Agreement shall not include administrative time in Section 8.5, training hours or paid time off.

SECTION 14.2 INFORMATION REQUIRED

The Employer and the Union agree to cooperate with Carina in distributing information related to the registry benefit and in obtaining and providing such data as may be required by Carina.

ARTICLE 15: TRAINING

SECTION 15.1 TRAINING PARTNERSHIP

Pursuant to [RCW 74.39A.009](#) and [74.39A.360](#), there shall be established a Training Partnership (or "Partnership"). The Training Partnership will possess the capacity to provide training, peer mentoring, workforce development, and other services to individual providers. The Employer shall become and remain a participating Employer in such a Partnership during the complete life of this Agreement, and any extension thereof.

SECTION 15.2 PARTNERSHIP AGREEMENT

By being a participating Employer during the complete life of this Agreement and any extension thereof, the Employer and the Union hereby agree to be bound by the provisions of the Partnership's Operating Agreement, and by all resolutions and rules adopted by the Trustees of the Partnership pursuant to the powers delegated. The Employer accepts the Employer Trustees of the Partnership and their duly elected successors as its representatives on the Board. The Union accepts the Union Trustees of the Partnership and their duly elected successors as its representatives on the Board. The Employer and the Union agree to cooperate with the Trustees of the Partnership in distributing benefit plan information and in obtaining and providing such census and other data as may be required by the Partnership.

SECTION 15.3 COVERAGE

The Employer agrees to make periodic contributions to the Training Partnership identified in [Section 15.1](#), on behalf of all home care workers covered by this Agreement, in the amount specified in [Section 15.4](#) below.

SECTION 15.4 CONTRIBUTIONS

Effective July 1, 2023, the Employer shall contribute to the Partnership forty-nine and one-half cents (\$0.495) per Employer-paid hour worked by all home care workers covered by this Agreement of which two and one-half cents (\$.025) can be used to support the certification benefit and to defray the costs of certification and testing fees required by the Department of Health (DOH).

Effective July 1, 2024, the Employer shall contribute to the Partnership forty-eight and one-half cents (\$0.485) per Employer-paid hour worked by all home care workers covered by this Agreement of which two and one-half cents (\$.025) can be used to support the certification benefit and to defray the costs of certification and testing fees required by the Department of Health (DOH).

Employer-paid hours shall not include administrative time in [Section 8.5](#), training hours, paid time off or vacation. These contribution levels are sufficient to fully pay for training that is legally required of IPs to maintain qualifications.

The Training Partnership shall defray the initial costs of certification and testing fees required by the Department of Health (DOH) or their testing agent for the bargaining unit members to remain qualified as individual providers. The Training Partnership may also use funds to pay for individual provider re-testing and for a provider's first certification renewal.

In the event any significant change in legal training requirements occurs, the parties agree to bargain over the effects of changes.

Contributions required by this Section shall be paid to the Partnership on the pay dates(s) determined by the parties, but in any case no later than the twenty-fifth (25th) day of the month following the month for which service hours are paid. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Partnership or its designee.

SECTION 15.5 MINIMUM BASIC TRAINING REQUIREMENTS

All legally required basic training, including orientation and safety, for individual providers shall be provided through the Partnership. Individual providers shall be compensated at their regular rate of pay for all hours spent in legally- required basic training.

The parties intend that all orientation and safety training occur as soon as practically possible, so as to prevent the creation of any barriers to the timely provision of Medicaid benefits to consumers.

SECTION 15.6 MINIMUM CONTINUING EDUCATION TRAINING REQUIREMENTS

Each individual provider shall complete all legally required continuing education training through the Partnership as required by [RCW 74.39A.341](#). The purpose of continuing education is to improve and enhance the knowledge and skills of individual providers relative to the care needs of their consumer(s). Completion of all continuing education hours is a prerequisite for maintaining eligibility to work as an individual provider, and must be completed through the partnership as stated in [RCW 74.39A.360](#). No transfer of external credits will be granted unless mutually agreed upon by the Training Partnership and the Employer. The Employer is

responsible for maintaining records of completion for any transfer of credit. The Partnership and Employer will work together to develop a process for employees to submit requests and documents for external credit and include the transfer of credit into the training record. Individual providers shall be compensated at their regular rate of pay for all hours spent in legally-required continuing education training.

SECTION 15.7 EXEMPTIONS FROM MINIMUM TRAINING REQUIREMENTS

All existing exemptions from minimum training requirements under law shall continue to apply to training for individual providers. The Partnership shall recognize all exemptions from required basic training for individual providers required by law.

SECTION 15.8 MINIMUM TRAINING REQUIREMENTS FOR EXEMPTED INDIVIDUAL PROVIDERS

All individual providers currently exempted from the existing full training requirements shall continue to be required to complete their current specified requirements under law.

The Partnership shall recognize all minimum training requirements for any individual providers exempted from required basic training required by law.

Individual providers who are exempt from the seventy (70) hours of basic training requirements may elect to take the additional training required to become certified as a Home Care Aide. Any other individual provider who is exempted from basic training or continuing education requirements, or any portion thereof, may voluntarily enroll, subject to available funds, in any training offered by the Partnership for which that individual provider is otherwise eligible.

SECTION 15.9 MENTORING

Pursuant to [RCW 74.39A.331](#), the Training Partnership shall offer a peer mentoring program to new individual providers. The purpose of the mentoring program is to provide general information about serving as an individual provider to assist the mentee in problem solving around work related challenges faced by individual providers, and help individual providers prepare for the certification exam. Mentors will not infringe on the rights of the consumer to select, hire, fire or instruct the mentee in the performance of the individual provider's duties or with the case manager's exercise of their responsibilities. Mentors shall not discuss confidential information about the consumer who employs a mentee without a written release of information from that consumer. Peer mentors will be employed and paid directly by the SEIU

775 Benefits Group and not by the Employer.

SECTION 15.10 ADVANCED HOME CARE AIDE SPECIALIST AND ADVANCED HOME CARE AIDE BEHAVIORAL HEALTH SPECIALIST

Pursuant to [RCW 74.39A.351](#), the Partnership shall offer advanced training for individual providers. The Training Partnership will offer an Advanced Home Care Aide (AHCAS) and Advanced Home Care Aide Behavioral Health Specialist (AHCABHS) program. Development and revisions of the curriculum will be developed in partnership with the Department of Social and Health Services. The curriculum must advance the individual provider's knowledge and skills beyond basic training using clearly identified learning objectives, competencies and methods to measure integration of specific skill sets.

1. AHCAS or AHCABHS Individual Providers:

- a. Must be an individual provider with (i) a valid Home Care Aide certification or (ii) exempt from certification under [RCW 18.88B.041](#) (1)(a)(i)(A) or (iii) [RCW 18.88B.041](#) (1)(a)(i)(B)

and has completed seventy (70) hours of basic training, or advanced training provided by the Training Partnership; and

- b. Must be working for a client who meets a set of criteria jointly determined by the Union and DSHS;

2. Individual providers participating in this program will be compensated by the Employer at their regular rate of pay for up to seventy (70) hours per individual provider for the duration of the program regardless of whether the individual provider supports a client meeting the criteria at all times during the training.

SECTION 15.11 TRAINING PROVISIONS, TRACKING AND REPORTING

The parties agree that it is their intention that the Partnership will be capable of the following:

1. Providing all types of training required by law that meets training standards set in administrative rule.
2. Providing all types of curricula and methods of delivery authorized in rule by the

Department of Social and Health Services.

3. Registering all individual providers eligible for training.
4. Provide training completion information to the Employer.
5. Maintaining evidence of appropriate current professional licenses for all training instructors, when applicable.
6. Providing fully supplied clinical settings and ADA compliant facilities for training.
7. Evaluating knowledge and skills competency.
8. Issuing Individual Provider training completion records to the Employer.
9. Obtaining student course evaluations and providing a summary of the evaluations to the Employer upon request.
10. Maintaining training records for a reasonable amount of time and making such records available to individual providers upon request.
11. Tracking the training status of all individual providers and providing the Employer with all such reasonable training-related data.

SECTION 15.12 ACCESS TO TRAINING

A. Union Presentation Compensation

The parties agree that the Training Partnership shall provide the Union with reasonable access to its training classes, including providing the Union with technical support for online learning, in order for the Union to make presentation on Union issues. The Employer agrees to compensate up to thirty (30) minutes of time for a presentation on Union issues to all individual providers receiving the Union portion of required basic

training. The Employer agrees to compensate up to fifteen (15) minutes of time annually for a presentation on Union issues to all individual providers receiving the Union portion of required continuing education. Any additional time for a presentation on Union issues agreed upon between the Union and the Partnership shall not be paid by the Employer.

B. Employer Access to Training

The Partnership shall provide all statewide training schedules for all basic training, advanced training and continuing education courses, including dates, locations, times, seating capacity and the primary language in which the class will be taught, to facilitate the Employer's observation of training courses. The schedules shall be available to the Employer by request. The Training Partnership will allow access to those employees designated by the Employer.

SECTION 15.13 INDEMNIFY AND HOLD HARMLESS

The Partnership shall indemnify and hold harmless from liability the Employer from any claims by beneficiaries, training providers, vendors, or home care workers covered under this Agreement.

ARTICLE 16: LABOR MANAGEMENT COMMITTEE

SECTION 16.1 PURPOSE

The Employer and the Union agree to engage in discussions on topics of mutual interest, including but not limited to: implementation of this Agreement; new initiatives, rules or policies proposed by the Union, by the Employer; and implementation of the provisions of Section 19.6 of this Agreement.

SECTION 16.2 MEETINGS

The parties shall meet monthly unless otherwise mutually agreed. Meetings should be held at mutually convenient times and ADA accessible locations or via an online platform, such as Zoom. The parties are encouraged to select participants for these discussions who are representative of the issues to be discussed and who bring to the discussion the authority to make decisions on behalf of the parties. The Labor Management Committee (LMC) shall consist

of up to five (5) representatives of the Union and up to five (5) representatives of the Employer. The Labor Management Committee (LMC) shall be co-chaired by a representative designated by the Union and a representative designated by the Employer. Home care workers serving as representatives of the Union as described above shall receive a stipend from the Employer for their time spent in LMC meetings. The parties will be solely responsible for determining dispensations, if any, of other expenses of their respective representatives and/or resource persons as attendees.

ARTICLE 17: DUTY TO BARGAIN

Nothing contained in this Agreement shall be construed as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the law and to the extent that the Employer and/or its agencies, contractors or subcontractors, has lawful control over those subjects. This specifically includes the wages, benefits, hours and terms and conditions of employment of members of the bargaining unit.

ARTICLE 18: CONSUMER RIGHTS

SECTION 18.1 INFORMATION REGARDING CONSUMERS

This Agreement shall not be interpreted as to require the Employer to release confidential personal information regarding any consumer of in-home care services to the Union without the written permission of any such consumer. Personal information includes, but is not limited to names, dates of birth, addresses, telephone numbers, email addresses, any identification numbers including social security numbers or any other personal information regarding consumers.

SECTION 18.2 CONSUMER CONFIDENTIALITY

Union representatives and individual providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information pertaining to consumers obtained from any source unless the disclosure is with the express written consent of the consumer or compelled by legal processes or otherwise required by law.

SECTION 18.3 NON-WAIVER

The above enumerations of consumers' rights are not inclusive and do not exclude other rights not specified, including those rights and authority provided under the law. The exercise or non-exercise of rights retained by the consumer shall not be construed to mean that any right of the consumer is waived; including, but not limited to the statutory right of consumers and prospective consumers to select, hire, supervise the work of, and terminate any home care worker.

SECTION 18.4 CONSUMERS NOT SUBJECT TO GRIEVANCE PROCEDURE

No action taken by the consumer with respect to this Article or any consumer rights shall be subject to the grievance and arbitration procedures provided for in this Agreement.

ARTICLE 19: POLICIES, PROGRAMS AND PRACTICES

SECTION 19.1 MEDICAID INTEGRATION PROJECTS

Workers performing services for the Employer as individual provider home care workers under Washington Medicaid Integration Projects (WMIP), Medicare Integrated Care Projects (MICP), state programs to integrate care for dually eligible individuals, HealthPathWashington, or similar programs and entities shall be members of the bargaining unit and this Agreement shall be in full force and effect with respect to such home care workers for all covered hours of work for such workers.

SECTION 19.2 CONSUMER ASSESSMENTS

Individual providers are part of the consumer assessment process and shall not be prohibited by the Employer from participating in the assessment. Individual providers will be informed of any new "challenging behaviors" documented in the client's care plan, including any behaviors that pose a risk to an individual provider. Individual Providers will have access to the client's plan of care through the portal and can request it be mailed to them.

SECTION 19.3 CASH AND COUNSELING

In the event that the Employer implements or expands any "Cash and Counseling," New Freedom or similar program, or self-directed or individual budget home care options or similar program, workers employed by consumers under such program(s) shall be members of the bargaining unit and this Agreement shall be in full force and effect with respect to all covered

hours of work for such workers.

SECTION 19.4 PROVIDER RECLASSIFICATION

The Employer shall not reclassify or cause to be reclassified any individual provider home care worker unless requested by the individual provider with notice to the Union.

SECTION 19.5 EXCLUSION

In no event shall any work that is not related to personal care or direct care be considered covered work or covered hours of work under this Agreement, and this Agreement shall not be in force and effect with respect to such work or hours of work.

SECTION 19.6 DELIVERY OF QUALITY HOME CARE SERVICES

The Employer and the Union agree that they have a mutual interest in promoting and ensuring quality in the home care sector. Changes to the existing system needed to realize this quality may include but are not limited to care integration across programs and settings, the provision of holistic care, the improvement of services for consumers with complex needs, and the development of metrics needed to measure improvements in health and other defined outcomes. The parties agree to communicate openly with each other about ideas that would improve the quality of services to consumers. The Labor Management Committee may be a forum for these discussions.

SECTION 19.7 CHANGES TO THE HEALTH CARE DELIVERY SYSTEM

The parties recognize that during the life of this Agreement important changes may occur in the delivery of long-term care services and supports. The Employer agrees to provide timely, written notice to the Union of any State Medicaid Plan and Medicaid Home and Community Based Care Waiver Amendments impacting services covered by this Agreement as well as any changes to the delivery of services covered by this Agreement, and to fulfill its collective bargaining obligation regarding mandatory subjects of bargaining.

SECTION 19.8 COMMUNITY FIRST CHOICE OPTION (CFCO)

Workers performing services for the Employer as individual provider home care workers under Agency Model of Community First Choice Option, authorized in 42 CFR 441.545 and [RCW 74.39A.400](#), shall be members of the bargaining unit and this Agreement shall be in full force and effect with respect to such home care workers for all covered hours of work for such workers

when providing in home care services relief care, and allowed skills acquisition training tasks.

SECTION 19.9 TARGETED SUPPORTS FOR OLDER ADULTS (TSOA) AND MEDICAID ALTERNATIVE CARE (MAC)

Workers performing services for the Employer as individual provider home care workers under the Medicaid 1115 waiver programs Medicaid Alternative Care and Targeted Supports for Older Adults shall be members of the bargaining unit and this Agreement shall be in full force and effect with respect to such home care workers for all covered hours of work for such workers when providing in-home care services, direct care and other personal care services.

ARTICLE 20: HOURS OF WORK

SECTION 20.1

The Employer shall make a good faith effort to offer existing employees opportunities to increase their hours to serve clients who do not have a caregiver. This shall include, at a minimum:

- Informing new clients, and any client who needs a new or additional provider, about the ability to post on Carina;
- Promoting the use of Carina with employees, including informing new employees, and any employee who contacts CDWA about seeking additional hours about Carina; and
- Informing all employees about Carina at least annually.

ARTICLE 21: RETIREMENT BENEFITS

SECTION 21.1 ESTABLISHMENT OF A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST

The Union and the Employer hereby agree to sponsor and create a joint labor and management (Taft-Hartley) defined contribution plan and trust fund, effective July 1, 2015. The Employer shall become and remain a participating Employer in the SEIU 775 Secure Retirement Trust ("Secure Retirement Trust") during the complete life of this Agreement, and any extension thereof.

SECTION 21.2 CONTRIBUTIONS TO RETIREMENT TRUST

Effective July 1, 2023, the Employer shall contribute to the Secure Retirement Trust: (i) one

dollar (\$1.00) per Employer-paid hour worked by all home care workers covered by the Agreement with six thousand one (6,001) or more cumulative career hours, (ii) eighty cents (\$0.80) per Employer-paid hour worked by all home care workers covered by this Agreement with seven-hundred one (701) up to but not including six thousand and one (6,001) cumulative career hours and (iii) fifty cents (\$0.50) per Employer-paid hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours.

Effective July 1, 2024, the Employer shall contribute to the Secure Retirement Trust; (i) one dollar and twenty cents (\$1.20) per Employer-paid hour worked by all home care workers covered by the Agreement with six thousand one (6,001) or more cumulative career hours (ii) eighty cents (\$.80) per Employer-paid hour worked by all home care workers covered by the Agreement with seven-hundred one (701) up to but not including six thousand and one (6,001) cumulative career hours and (iii) fifty cents (\$0.50) per Employer-paid hour worked by all home care workers with less than seven-hundred one (701) cumulative career hours.

Employer-paid hours shall not include administrative time in [Section 8.5](#), training hours or paid time off.

The parties request that to the extent permissible by ERISA, the Board of Trustees review and implement an emergency savings program as a voluntary feature of the Secure Retirement Plan.

SECTION 21.3 INDEMNIFY AND HOLD HARMLESS

The Trust shall indemnify and hold harmless from liability the Employer from any claims by beneficiaries, vendors or home care workers under this Agreement.

SECTION 21.4 TRUST AGREEMENT

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

and their duly elected successors as its representatives on the Board. The Union accepts the Union Trustees of the Trust and their duly elected successors as its representatives on the Board. The Employer and the Union agree to cooperate with the Trustees of the designated Trust in distributing benefit plan information and in obtaining and providing census and other data.

ARTICLE 22: UNINTERRUPTED CLIENT SERVICES

SECTION 22.1

Neither the Union, the individual provider home care workers or their agents shall directly or indirectly, authorize, assist, encourage and/or participate in any way in any strike activity, walkouts, slowdowns, sickouts or other similar interference with services to consumers provided by individual providers. The Union, individual provider home care workers and their agents shall not, for purposes of enforcing this Agreement, conduct picketing against the Employer, its agents and/or its representatives. The Union, individual provider home care workers and their agents shall not picket for any reason against consumers in locations where individual providers perform services. In the event that the Employer believes that any such activity is imminent or is occurring, the Employer's representative shall contact the President or Secretary-Treasurer of the Union prior to taking any personnel or legal action in order to afford the Union the opportunity to inform its members of this contract provision.

SECTION 22.2

In recognition of consumers' right to select, hire, supervise the work of, and terminate any individual provider providing services to them, the parties agree that the Employer does not have the authority to lock out the Union or the individual providers.

SECTION 22.3

The parties agree to the following process to resolve disputes in contract negotiations through binding interest arbitration.

- A. The parties shall attempt to agree on an interest arbitrator if necessary under Article 25. The parties will select an arbitrator by mutual agreement or by alternatively striking names from a regional list of seven (7) qualified arbitrators provided by the Federal

Mediation and Conciliation Service (FMCS). Immediately upon selecting an interest arbitrator, the parties shall cooperate to reserve dates with the arbitrator consistent with Article 25.

- B. Unless agreed to otherwise by the Parties, the issues for determination by the arbitrator shall be limited to those subjects over which the Parties are at impasse.

- C. The interest arbitration hearing shall be informal. Each party shall have the opportunity to present evidence and make argument. The rules of evidence prevailing in judicial proceedings may be considered, but are not binding, and any oral testimony or documentary evidence or other data deemed relevant by the interest arbitrator may be received in evidence. A recording of the proceedings shall be taken. The interest arbitrator has the power to administer oaths, require the attendance of witnesses, and require the production of such books, papers, contracts, agreements, and documents as may be deemed by the arbitrator to be material to a just determination of the issues in dispute.

- D. The fees and expenses of the arbitrator, the court reporter and the cost of the hearing room (if any), will be shared equally between the parties. Each party is responsible for the costs of its attorneys, representatives and witnesses, and all other costs related to the development and presentation of their case.

- E. The arbitrator shall take into consideration the following factors in ordering an Award:
 - i. The financial ability of the Employer to pay for the compensation and benefit provisions of a collective bargaining agreement;
 - ii. The legal authority of the Employer;
 - iii. Stipulations of the parties;
 - iv. A comparison of wages, hours, and conditions of employment of Union represented publicly reimbursed personnel providing similar services to similar

- clients, including clients who are elderly, frail, or have developmental disabilities, both in the state and across the United States;
- v. The ability of the Employer to retain employees;
 - vi. The average consumer prices for goods and services, commonly known as the cost of living;
 - vii. Washington State's interest in promoting a stable long-term care workforce to provide quality and reliable care to vulnerable elderly and disabled recipients;
 - viii. Washington State's interest in ensuring access to affordable, quality health care for all state citizens; and
 - ix. Washington State's fiscal interest in reducing reliance upon public benefit programs including but not limited to medical coupons, food stamps, subsidized housing, and emergency medical services.
 - x. Such other factors which are normally or traditionally taken into consideration in the determination of in the determination of wages, hours, and conditions of employment.
 - xi. Changes in any of the factors listed above during the pendency of the proceedings; and
 - xii. The arbitrator may consider a comparison of wages, hours, and conditions of employment of Union represented publicly employed personnel providing similar services to similar clients, including clients who are elderly, frail, or have developmental disabilities, both in the state and across the United States.

ARTICLE 23: SAVINGS OR SEPARABILITY CLAUSE

SECTION 23.1

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be

affected thereby.

SECTION 23.2

In the event of such invalidation, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

ARTICLE 24: COMPLETE AGREEMENT

SECTION 24.1

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further understood that this Agreement fully and completely sets forth all understandings and obligations between the parties, constitutes the entire Agreement between the parties, and both parties on their own behalf and on behalf of their respective members waive any and all claims or demands they have made or could have made for any acts or omissions by either party or their respective members, agents, employees or assigns.

SECTION 24.2

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral or written statement shall add to or supersede any of its provisions unless mutually agreed to by the parties and as otherwise provided for in this Agreement.

ARTICLE 25: TERM OF THE AGREEMENT

SECTION 25.1 EFFECTIVE DATES

This Agreement shall go into full effect July 1, 2023, and shall continue in full effect through June 30, 2025, unless amended by mutual written agreement of the parties or extended under Article 25.2.

SECTION 25.2 SUCCESSOR NEGOTIATIONS

The parties shall begin negotiations for a successor agreement no later than October 15, 2024. If, as of June 30, 2025, no successor agreement has been reached, this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the expiration date of this Agreement. If the Parties fail to reach agreement by June 30, 2025, the Parties may mutually agree to submit outstanding issues to interest arbitration. In the event the Agreement is extended past June 30, 2025, and the parties are unable to reach agreement on a successor agreement by January 1, 2026, either party may seek interest arbitration under Article 22.3.

ARTICLE 26: OVERPAYMENTS AND BACKGROUND CHECKS

SECTION 26.1 CRIMINAL BACKGROUND CHECKS

The Employer shall give electronic notification via the Employer's portal ninety (90) calendar days prior to each worker's criminal background/fingerprint check requirement deadline and will send a reminder within the portal at thirty (30) calendar days prior to deadline. Starting no later than January 1, 2025, for both the 90-day notice and the 30-day notice the Employer will send an email to employees notifying them that they have a notice in the Portal. Once the individual provider submits the background check confirmation code to the Employer, the Employer shall provide written notification to the individual provider verifying receipt of confirmation code and entry into the Background Check System (BCS) as soon as possible.

The Employer shall develop and publish standard and uniform criteria for providing extensions to workers once the background check deadline has passed without having completed the process. Workers shall be notified of any extensions granted via email or in the portal.

An individual provider whose criminal background check is not completed within two (2) years of the previous criminal background check and is not sent a written notification by the Employer informing them that they are no longer permitted to work, will be allowed to work and be paid for the hours they work that are within the individual provider's work week limit and the client's authorized hours as verified by the individual provider's timesheet. Individual providers will be allowed to work and be paid until the criminal background check process is

finished or until such time as the individual provider is sent written notification that they are no longer permitted to work.

SECTION 26.2 TRAINING

An individual provider who has not completed their required training or certification by the appropriate deadline and is not sent a written notification by the Employer or its agents informing them that they are no longer permitted to work, will be allowed to work and be paid for the hours they work that are within the individual provider's work week limit and the client's authorized hours as verified by the individual provider's timesheet. Individual providers will be allowed to work and be paid until they complete their training and/or certification or until such time as the individual provider is sent written notification that they are no longer permitted to work.

SECTION 26.3 OVERPAYMENTS

The parties agree that the following requirements apply to the Employer's collection of overpayments.

1. Employees shall have the right to challenge the legitimacy of the overpayment and any breach of this Section through the normal grievance procedure outlined in Article 7. The Employer may only collect overpayments if they are noticed to the employee within ninety (90) days of the overpayment.

2. The notice of overpayment must be sent by both mail and email and include:
 - a. The amount overpaid;
 - b. The pay period in which the overpayment was made; and
 - c. An explanation that the provider has 20 days from the date of the notice to pay the overpayment in full, request a payment plan, or grieve the overpayment through the collective bargaining agreement's grievance procedure. The explanation should include that employees with overpayments of above \$50 will be offered a repayment plan, which defaults to 5% of the employee's pay. The notice will state that if an employee grieves the validity of the overpayment, they will be assigned either a one-time repayment (if the amount involved is less than \$50) or the default payment plan of 5% of gross pay, though the payments

themselves will be suspended pending the resolution of the grievance, and the employee will be able to later adjust their payment plan consistent with this MOU if the grievance is denied.

3. If the employee with an overpayment of more than \$50 requests a payment plan, they will be offered the option of a default repayment plan of 5% of the employee's pay. They will also be given the option of altering that payment plan to pay more per pay period. At the end of 8 months on the payment plan, the remainder of the balance will be deducted from the IP's next paycheck. If an IP elects to utilize a payment plan and leaves CDWA employment prior to the balance being paid in full, CDWA will deduct the balance remainder from the IP's final paycheck or seek recoupment through the collections process.
4. The Employer will not collect interest on the overpayment.

SECTION 26.4 CLIENT AUTHORIZATIONS

Employees shall be able to claim hours retroactive to the effective date of the authorization.

ARTICLE 27: HEALTH AND SAFETY

SECTION 27.1 SAFE AND HEALTHY WORKING ENVIRONMENT

The Employer recognizes the importance of providing a safe and healthy working environment for individual providers. Individual providers have a right to decline working for a client who lives in a situation which could threaten their health and safety. The individual provider shall report any unsafe or hazardous conditions to the Employer immediately.

Incidents or verbal and physical aggression, as well as sexual harassment, are an occupational hazard for many long-term care workers, including those who work in the homes of the person to whom they provide care. The risk may be outside the control of the individual receiving care due to the conduct of others in the home. The risk may be due to symptoms or conditions that can manifest with individuals communicating their needs in ways that an individual caring for the

person may experience or interpret as harassment, abuse, or violence. In any event, caregivers should not have to experience discrimination, abusive conduct, and challenging behaviors without assistance or redress.

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 deliver.

SECTION 27.2 SAFETY MEASURES

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

- A. The Employer shall continue to maintain 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 such as Department of Social and Health Services' case managers, emergency services, or service recipient decision makers as soon as possible.
- B. The workplace safety committee will meet as necessary, or at least once every three years, to review and recommend updates to the Employer's 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.
- C. 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.

- D. The Employer must inform an employee of instances of discrimination and abusive conduct occurring in or around the service recipient's home care setting prior to establishing the employee's relationship with the service recipient, and throughout the duration of service, if those instances are:
1. Documented by the Employer; or
 2. Documented by the Department of Social and Health Services and communicated to the Employer.
- E. The Employer must inform an employee, prior to establishing the employee's relationship with a service recipient, of a service recipient's challenging behavior that is documented:
- a. In the service recipient's care plan;
 - b. By the Employer; or
 - c. By the Department of Social and Health Services and communicated to the Employer.
- F. 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 (5) years following the reported act.
- G. The Employer must provide a list or 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.

No employee 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 known health or safety risks prior to an IP agreeing to provide services to a specific client. Such situations include: bodily harm to the employee, threatening behavior of the client to the employee, sexual harassment of the employee by the client or by persons in the household, or any other situation that would be a threat to the employee's health. Any employee who believes in good faith that their health

and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a case manager, supervisor, or Employer representative. If after review and investigation of the incident giving rise to the belief of imminent danger it is determined that the employee acted reasonably and promptly reported the incident to the Employer, the employee shall be paid for their entire typical shift, including all travel time and travel miles (except for errands not performed) the employee would have been paid had the shift been completed as scheduled.

If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services.

SECTION 27.3 PERSONAL PROTECTIVE EQUIPMENT

The Employer shall provide, at no cost to the IP, personal protective equipment (PPE) as recommended by the Department of Labor and Industries and public health guidance.

ARTICLE 28: SUCCESSORSHIP

- A. The Employer agrees that its operations covered by the Collective Bargaining Agreement (CBA) shall not be contracted out, conveyed, or otherwise transferred or assigned to any third-party (hereafter, "assigned") without first taking the following steps:
 1. The Employer agrees to notify the Union prior to communicating with a third party or upon communication initiated by a third party for the purpose of engaging in a transaction which may affect the interests of SEIU 775 bargaining unit members. The Employer agrees to notify any potential purchaser of all or any part of its operations covered by this Agreement of the Collective Bargaining Agreement with SEIU 775 and will make acceptance of this Agreement, to the extent permitted by law, 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.
 2. No less than fifteen (15) days after executing an agreement with any third-party to

be assigned any operations covered by the CBA, the Employer will provide the Union with written proof that it has secured a contractually binding commitment (“contract”) from said third-party to (a) offer employment to all IPs, or to as many IPs as are needed to perform the operations covered by the CBA that the third-party is being assigned, within a discretely managed bargaining unit or group consisting of nothing but such newly hired IPs, at terms and conditions no worse than the terms and conditions in existence under the CBA in effect at the time the third-party becomes the new Employer of the Individual Providers and (b) agree, to the extent permissible by law, to assume all of the Employer’s obligations under that CBA for the remainder of the CBA. The contract must specifically recite that it is governed by Washington State law and is enforceable in Thurston County Superior Court and that the Union is an intended third-party beneficiary of the commitments made by the third-party to the Employer contained therein. Once the third-party becomes the new Employer of Individual Providers the Union will enforce the terms of the current CBA through the grievance and arbitration provisions with the new Employer, consistent with applicable law.

3. The Union will receive notice from the Employer no less than ninety (90) days prior to any third-party being assigned any of the operations covered by the current CBA. The Employer will keep the Union informed of any changes to this timeline.
 4. The Employer agrees that failure by it to strictly comply in a timely fashion with Sections 1, 2 or 3 will allow the Union to seek immediate injunctive relief in Thurston County Superior Court restraining the Employer from moving forward with assigning any of the operations covered by the CBA to any third-party until and unless these requirements are met.
- B. The parties agree that after a third-party is assigned any of the operations covered by the

current CBA, the Union may request bargaining over the effects of the assignment of work to the third-party within fifteen (15) days of receipt of such notice and, if such a request is made, the Employer will engage in such bargaining prior to the transfer of work. The parties agree that neither party will be able to seek arbitration upon impasse.

ARTICLE 29: HOLIDAYS

SECTION 29.1 HOLIDAY PAY FOR WORKED HOLIDAYS

Effective July 1, 2022, all home care workers who are assigned by their client to work on one of the recognized holidays listed below will be paid for all hours worked on those days, up to eight hours per day, at one and half times their regular rate of pay which includes any applicable differential.

- a. Independence Day (July 4)
- b. New Year's Day

ARTICLE 30: OVERTIME, WORK WEEK LIMITS, AND CORRECTIVE ACTION

SECTION 30.1

Employees will be paid time and a half for all hours worked over forty hours a week.

SECTION 30.2

Training time, administrative time, and PTO do not count towards an Employee's work week limit. Employees will not be penalized if they exceed their work week limit because of training time, administrative time, PTO, or having to stay with a client because of an emergent situation.

SECTION 30.3

Employees will be subject to a progressive discipline system for violating the Employee Handbook and policies and procedures as of February 17, 2023, and as amended thereafter consistent with this Section, including but not limited to exceeding work week limits and client authorizations as follows:

- a. On the first offense the employee will be coached and counseled on the policy.
- b. On the second offense the employee will receive a written warning.

- c. On the third offense the employee will receive a final written warning.
- d. A fourth offense will result in termination.

Written warnings and coaching shall be provided in at least the following languages when feasible: English, Spanish, Russian, Cantonese/Mandarin (or simplified Chinese), and Vietnamese. In the event that coachings or written warnings are not provided in the IPs' preferred languages, IPs may be referred to the CDWA language lines for assistance.

The Union will be provided copies of all third offense written warnings. The employee may request a meeting with the Employer and will have the right to Union representation on a second, third, or fourth offense.

The Employer may make amendments to the Employee Handbook or policies or procedures pertaining to employees, but prior to doing so, the Employer shall provide the Union sufficient notice of its intent to do so such that the Union shall have at least fourteen (14) days after the notice and before implementation to request the parties meet and confer or bargain over such changes, whichever is appropriate. If the Union requests that the parties meet and confer or bargain over the change, CDWA will not implement the change until the process has concluded.

SECTION 30.4

If there is an emergent situation that requires an employee to stay with their client because of a risk to the client's health or safety, the employee should stay with the client until the situation is safe and stable and should end their Workday as soon as it is safe to do so. The Employee should contact CDWA the next day to explain the situation. The Employee will be paid for all hours worked and paid overtime if their hours exceed 40 hours in the week.

SECTION 30.5

CDWA will adhere to the Work Week Limits provided by DSHS for each applicable provider.

SECTION 30.6

Employees have the right to request an exemption to their work week limit. CDWA will respond in writing to these requests. CDWA will provide a reason for denying a request.

SECTION 30.7

On a quarterly basis, CDWA will provide data to SEIU 775 on Work Week Limit exemptions and overtime.

SECTION 30.9

Through the LMC, the parties will jointly discuss the quarterly data provided by the Employer and discuss how to manage overtime utilization.

APPENDIX A: WAGE SCALES

CCH	July 1, 2023	Jan. 1, 2024	July 1, 2024	Jan. 1, 2025
0-2000	\$20.60	\$20.81	\$21.12	\$21.44
2001-4000	\$20.77	\$20.98	\$21.29	\$21.61
4001-6000	\$20.92	\$21.13	\$21.45	\$21.77
6001-8000	\$21.12	21.33	\$21.65	\$21.97
8001-10000	\$21.32	\$21.53	\$21.85	\$22.18
10001-12000	\$21.59	\$21.81	\$22.14	\$22.47
12001-14000	\$21.88	\$22.10	\$22.43	\$22.77
14001-16000	\$22.58	\$22.81	\$23.15	\$23.50
16001-20000	\$22.84	\$23.07	\$23.42	\$23.77
20001-24000	\$23.15	\$23.38	\$23.73	\$24.09
24001 and above	\$23.40	\$23.63	\$23.98	\$24.34

APPENDIX B: DEFINITIONS

For purposes of this Agreement, the following definitions shall apply. This is not a complete list of all terms found in this Agreement.

Individual provider (also referred to as home care worker, home care aide, personal care attendant, personal care aide, employee or caregiver): a person who as an employee of a consumer directed Employer, provides personal care, respite care services, or other services under this Agreement, to persons who are functionally disabled or otherwise eligible under programs authorized and funded by the Medicaid state plan, Medicaid waiver programs chapter 71A.12 RCW, RCW 74.13.270, or similar state-funded in-home care programs.

Consumer: a person to whom an individual provider provides personal care, respite care or other services under this Agreement and who co-employs one or more individual providers and operates as the managing Employer.

SEIU 775 (also referred to as Union): sole and exclusive bargaining representative for the statewide bargaining unit of individual providers. www.seiu775.org.

Consumer Direct Care Network Washington (also referred to as Employer): is the legal Employer of the Individual Providers, which along with the consumer, co-employs individual providers.

Department or DSHS: the Washington State Department of Social and Health Services (DSHS). www.dshs.wa.gov.

Advocate: an individual provider covered by the Collective Bargaining Agreement authorized in writing by SEIU 775 to engage in representational activities.

Worker Representative: an individual provider covered by the Collective Bargaining Agreement

who may perform a variety of duties as defined by the Union.

Union Representative: an authorized bargaining representative employed by SEIU 775.

Registry: a referral registry of individual providers and prospective individual providers established in order to provide assistance to consumers and prospective consumers in finding individual providers and prospective individual providers.

ADA: the Americans with Disabilities Act. Used in this Agreement, it means buildings or locations that are accessible to persons with disabilities or compliant with local laws which define accessibility.

RCW: the Revised Code of Washington. All of the state laws have numbers which start with RCW. You can find the RCWs referred to in this Agreement at the legislature's web site, www.leg.wa.gov/legislature.

MEMORANDUM OF UNDERSTANDING BETWEEN SEIU 775 AND CONSUMER DIRECT CARE NETWORK OF WASHINGTON

The wage and benefit increases in Articles 8 (compensation), 9 (health care), 11 (PTO), 14 (Referral), 15 (Training), 21 (Retirement) and Appendix A of the 2023-2025 tentative agreement between SEIU 775 (Union) and Consumer Direct Care Network of Washington (CDWA) are contingent on the Washington State Legislature funding a Labor Rate of at least \$32.02 in FY 24 and \$33.86 in FY 25. If the Legislature funds a labor rate lower than those amounts but higher than the current rate, the parties will reopen those articles for the purpose of negotiating a 2023-2025 agreement based on the funded labor rate. If the Legislature continues the current rate, the existing terms of the 2021-2023 CBA between the State of Washington and SEIU 775 will continue to govern the terms and conditions of employment for employees of CDWA until the Legislature funds a higher rate.

By March 1 of each even-numbered year, CDWA will provide SEIU 775 with data demonstrating the amount of the funded labor rate ultimately spent during the prior biennium on allowable expenditures under RCW 74.39A.530(9), including, but not limited to, a breakdown by wages, associated taxes, and benefits of individual providers. CDWA, SEIU 775 and the State of Washington will discuss and agree on the content and format for the data, which will also be provided to the Rate Setting Board.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of July 2023.

For the Service Employees International Union Local 775:

A handwritten signature in black ink, consisting of a large loop followed by a long horizontal stroke that ends in a small upward curve.

Adam Glickman, Secretary- Treasurer

For the Consumer Direct Care Network Washington:

A handwritten signature in blue ink, featuring a series of connected loops and a long horizontal tail.

Ben Bledsoe, President

A handwritten signature in black ink, starting with a large 'A' and ending with a horizontal line.

Aileen Pick, Labor Relations Director