

Collective Bargaining Agreement

between

Consumer Direct Care Network Washington

and

Service Employees International Union 775

Effective July 1, 2025 to June 30, 2027

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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, or scheduled in-person community appointments or events, when feasible. 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 or community appointments/events 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.

During the life of this agreement, should the Union develop a “virtual bulletin board”. The Employer shall display a link provided by the Union. The parties shall meet to determine the appropriate place on the Employer’s website to display the link.

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 and shall be provided in languages outlined in Article 32. 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 accesses 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 regarding changes to policies, practices and general updates or notifications of significant organizational matters to fifty or more individual providers. 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 Notices for CDWA Employees in conjunction with this offering. As part of this system, the Employer will include links provided by the Union alongside each membership card question to view the information in the caregiver's preferred language. Over the life of this agreement, the Employer and Union will jointly develop specifications and identify new capabilities needed for the Employer to provide in-language membership cards on the Employer's hiring system.

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.

By June 30, 2027, the Employer shall collect and report employees legal first, middle and last names, preferred first and last names and pronouns, as designated by the employee, in the Caregiver Roster, Dues File, Daily Caregiver Feed, and all other applicable reports provided to the Union.

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 contain the following information:

1. Employee Number
2. 9-digit ProviderOne ID number
3. Workday ID
4. First name
5. Middle name
6. Last name
7. Race
8. Ethnicity
9. Social security number
10. Home phone number
11. Wireless telephone number
12. 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)
13. Address 1
14. Address 2
15. City
16. State
17. Zip
18. Address Start Date
19. Email address
20. Date of birth
21. Gender
22. Marital status
23. Primary preferred language
24. Caseworker identification number
25. Reporting unit
26. 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).
27. Live-in provider by consumer (Y/N)
28. Hire Date

29. Initial "OK to Provide Care" date
30. Termination date (If multiple termination dates exist, the last termination date will be provided.)
31. Reason for termination
32. Paid time off hours paid
33. Paid time off hours forfeited
34. Paid time off hours balance
35. Cumulative lifetime hours worked as an individual provider
36. Wage rate
37. Certification Differential rate
38. Advanced Training Differential rate
39. Units worked
40. Units Type
41. Service code
42. Service description
43. Training Hours Claimed (current pay period)
44. Gross pay
45. Amount paid
46. Date to be paid
47. Method of pay
48. Mileage amount (number of miles)
49. Pay period start date
50. Pay period end date
51. Union member type
52. Union Dues deducted
53. Minimum dues applied indicator
54. Voluntary deduction type(s)
55. Voluntary deduction amount(s)
56. Overtime hours

The technical specifications for this file feed shall be defined by the Interface Control Document (ICD) Caregiver Roster & Dues file v1.7 June 12, 2023. 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. Race
9. Ethnicity
10. Gender
11. Marital Status
12. Preferred Language
13. Address Start Date
14. Address Type
15. Address 1
16. Address 2
17. City
18. State
19. Zip
20. Home Phone Number
21. Wireless Telephone Number
22. Email
23. Original Hire Date
24. Rehire Date
25. "O.K. to Provide Care" Date
26. Termination Date
27. Background Check Expiration Date
28. Reason for Termination
29. Recipient Aid Category
30. Case Worker Details
31. Live-In Provider

32. Standard
33. Standard Tracking Date
34. Reporting Unit
35. Relationship to Consumer
36. Adult Child
37. Adult Child Tracking Date
38. Parent Provider DDD
39. Parent Provider DDD Tracking Date
40. Parent Provider non DDD
41. Parent Provider non DDD Tracking Date
42. Limited Hours
43. Limited Hours Tracking Date
44. Safety and Orientation
45. Safety and Orientation Tracking Date
46. Authorization Termination flag
47. Respite
48. Respite Tracking Date
49. Case worker identification number
50. Case Worker Reporting Unit
51. RAC
52. 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 weekly. 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 v1.9, September 14, 2023. 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. Starting July 1, 2026, the maximum number of miles per month per consumer shall increase to one hundred and thirty (130).

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 are nurse delegated, or have completed advanced training provided by the Training Partnership prior to 2016 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, 2025, 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. Effective July 1, 2026, the Employer shall contribute five dollars and fifty-seven cents (\$5.57) per Employer-paid hour worked by all home care workers covered by this Agreement to the Trust.

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.

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 12.7.](#)

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.

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, 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. In addition to the Employer providing PTO balances accessible to caregivers in the Employer's Portal, quarterly, the Employer shall notify the bargaining unit of the PTO cap of one-hundred and forty (140) hours and that if the caregiver does not claim PTO they will not accrue any more PTO above the 140 hours.

SECTION 11.2 CASH OUT

In the event that a caregiver is voluntarily or involuntarily terminated, laid off, or deactivated from the Employer's system, a caregiver may request a cash out of accrued PTO on the next feasible payroll date following termination. The Employer will notify employees upon termination of the option to cash out PTO.

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 shall receive an explanation for why this is the case through the portal or by email within two (2) business days of the employee's request.

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 PAY STUB TRANSPARENCY

The Employer shall ensure that all employees receive pay stubs that accurately reflect all deductions and balances related to their compensation. The pay stubs shall include, but not be limited to, the following information:

1. Clear and Accurate Deductions:
 - A. Taxes: The pay stub shall clearly itemize all tax deductions, including federal, state, and local taxes, along with any other applicable taxes.
 - B. Dues: Any dues or fees deducted from the employee's wages, shall be clearly stated.
 - C. Healthcare: Deductions related to healthcare premiums, contributions to health savings accounts (HSAs), or other healthcare-related expenses shall be accurately reflected.
 - D. Other Deductions: Any other deductions, such as retirement contributions or garnishments, and overpayments shall be clearly indicated.

- E. Other Payments: Any additional payments related to the employee's compensation, such as bonuses, retroactive payments, or similar items, will be provided.
- 2. Clear and Accurate Balances:
 - A. Overpayment Balances: By June 30, 2026, if an employee has an active overpayment recoupment, the current remaining balance to be paid back will be displayed on the paystub.
 - B. PTO/Vacation: The pay stub shall display the employee's current balance of paid time off (PTO) or vacation hours in a clear and understandable manner.

The Employer shall ensure that these pay stubs are provided to employees regularly, in accordance with applicable labor laws and regulations, and that they are easily accessible to employees either in physical or electronic format.

SECTION 12.5 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.

When the Employer agrees that an Individual Provider was paid late due to Employer error, the Employer will calculate late payment fees and interest owed as provided in this section and provide to the Union supporting documentation on their calculation. If the Employer is unable to calculate late payment fees and interest owed at the time of their response to issues elevated through the grievance procedure in Article 7, an estimated date of completion will be provided.

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 12.6 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 12.7 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.

Employees are responsible for verifying that all attestations and tax withholding elections are current and accurate. The Employer will send out a general communication to all Employees yearly by November 1st reminding them to review their attestations and tax elections and providing instructions on how to make updates or changes.

SECTION 12.8 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 12.9 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 12.10 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 12.11 CASH ADVANCES

The Employer will not offer cash advances.

SECTION 12.12 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, preferred language, 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, 2025, the Employer shall contribute to Carina five cents (\$0.05) per Employer-paid hour worked by all home care workers covered by this Agreement.

Effective at midnight on June 30, 2027, the Employer shall contribute to Carina four cents (\$.04) per Employer-paid hour worked by all home care workers covered by this Agreement.

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.

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, 2025, the Employer shall contribute to the Partnership fifty and one-half cents (\$0.505) 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, 2026, the Employer shall contribute to the Partnership fifty-one and one-half cents (\$0.515) 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 and voluntary 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 or voluntary 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 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 SEIU775 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. To be eligible for 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) hour basic training, or be nurse delegated or have completed the advanced training provided by the Training Partnership prior to 2016; and
 - b. Must be working for a client who meets a set of criteria jointly determined by the Union and DSHS.

If necessary, the TP may establish criteria for prioritizing available classroom slots.

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.

SECTION 16.3 TECHNOLOGY AND INNOVATION COMMITTEE

The parties agree to convene a meeting to hold discussions on technology and innovation twice a year. Meetings shall be scheduled at mutually convenient times and held in ADA-compliant locations or via accessible online platforms such as Zoom.

Participants in these discussions shall be selected based on their relevance to the issues under consideration and must have the authority to make decisions on behalf of the parties. The technology meetings shall include up to five (5) representatives from the Union and up to five (5) representatives from the Employer, with co-chairs appointed by each party.

Union representatives who are home care workers shall be paid for their time spent in technology meetings.

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 and twenty (\$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 (\$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, 2026, the Employer shall contribute to the Secure Retirement Trust: (i) one dollar and sixty-five cents (\$1.65) per Employer-paid hour worked by all home care workers covered by the Agreement with eight thousand one (8,001) or more cumulative career hours,

(ii) eighty cents (\$.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 eight thousand and one (8001) cumulative career hours and (iii) fifty cents (\$.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.

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, 2025, and shall continue in full effect through June 30, 2027, 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, 2026. If, as of June 30, 2027, 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, 2027, the Parties may mutually agree to submit outstanding issues to interest arbitration. In the event the Agreement is extended past June 30, 2027, and the parties are unable to reach agreement on a successor agreement by January 1, 2028, either party may seek interest arbitration under [Article 22.3](#).

ARTICLE 26: BACKGROUND CHECKS

SECTION 26.1 CRIMINAL BACKGROUND CHECKS

The Employer shall give electronic notification via email, text and the Employer's portal ninety (90) calendar days and thirty (30) calendar days prior to each worker's criminal background/fingerprint check of the requirement deadline. The above background check notifications shall be provided in the languages outlined in Article 32 section 32.1. If these background check notifications were sent to the worker's current contact information on file with the Employer using at least two of the required three methods, the Employer's failure to send the notice in all three methods shall not be the sole basis for an extension of the worker's background check deadline. The Employer must notify the Union within 30 days of discovering any communication failure(s) with its background check notifications and will provide an impacted list upon request.

Individual providers may request assistance in completing their Background Check Authorization Form (BAF), and such requests shall not be unreasonably denied. This assistance may include the Employer directly entering the individual provider's information into the Background Check System (BCS) on behalf of the provider. If an individual provider requests that the Employer directly enter the individual provider's information into the BCS on the individual provider's behalf, the Employer is not responsible for any delays to the processing of the background check that may result from the input of that information into the BCS. IPs may request and receive assistance in their language of choice, and when feasible the Employer will attempt to accommodate the request.

Once the individual provider submits the background check authorization form 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) within two (2) business days.

The Employer shall act on results from the Background Check Central Unit (BCCU) and notify the individual provider of the background check results and any required additional steps within three (3) business days of the results becoming available in the Background Check System (BCS). This notification process will continue until the background check process is

completed. 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, claim, 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.

The Employer agrees to send notification that the individual provider is no longer permitted to work by email, text, and the portal. The notifications shall be provided in the languages outlined in Article 32 section 32.1. If these no longer permitted to work notifications were sent to the worker's current contact information on file with the Employer using at least two of the required three methods, the Employer's failure to send the notice in all three methods shall not be the sole basis for an extension of the worker's permission to continue working while awaiting completion of the background check. The Employer must notify the Union within 30 days of discovering any communication failure(s) with these no longer permitted to work notifications and will provide an impacted list upon request.

Character, Competence, and Suitability (CC&S) Review must be completed within seven (7) business days of the Employer receiving all of the necessary information to complete the review, including but not limited to fingerprint results and rap sheets.

Individual Providers shall receive accurate and timely information regarding their background check status and any steps needed to complete their renewal process at the time of

successfully reaching their Service Coordinator on the phone or in the form of a written response within two (2) business days upon contacting the Employer.

The individual provider shall not be required to provide information to the Employer that is available via BCS.

SECTION 26.2 BACKGROUND CHECK NOTIFICATION IN CDWA PORTAL

The portal will display when the Individual Provider's current background check expires.

The Employer will notify the entire bargaining unit and notify the Union of any modifications or new requirements for the Background Check process not outlined in this section prior to implementing the change.

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

delivery.

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. The policy shall be available in the languages outlined in Article 32.
- B. The workplace safety committee, which shall include a representative of SEIU 775, 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 WORKPLACE SAFETY THROUGH CLIMATE PREPAREDNESS

As climate change intensifies, the impact on health and safety becomes increasingly evident.

The Employer agrees to provide a list of resources related to workplace safety and climate preparedness on the Employer's website and a hyperlink to the Union's climate readiness web page

If an IP is at home at the time a state of emergency is declared, the IP will not be required to get to a client's home to work their regularly scheduled shift after attempted notification to the client and shall not receive any disciplinary action as a result.

If an IP is already at a client's home when a state of emergency or extreme weather event occurs, and needs to leave to take care of their family, the IP will not receive any disciplinary action as a result.

In the event of a state of emergency, the LMC agrees to convene to address the impacts of the emergency on working conditions.

SECTION 27.4 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.

The Employer shall ensure that instructions on how to request PPE are made available on the Employer's website, updating promptly as changes to the process occur.

The Employer shall also provide options for IPs to request PPE gloves in various sizes.

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 engaging in any preliminary or other agreement with a third party , whether binding or nonbinding (including, without limitation, for example, a nondisclosure agreement for the purposes of sharing information , a Memorandum of Understanding, a contract, a term sheet, or a Letter of Intent or Letter of Agreement) relating to the negotiation of any potential transaction which may affect the interests of SEIU 775 bargaining unit members, including but not limited to any sale, transfer, or assignment by the Employer of more than ten percent (10%) or the entirety of its ownership interest, or relating to the operations covered by this Agreement. 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, 2025, 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
- c. Labor Day (1st Monday in September)

Effective July 1, 2026, 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 Years Day
- c. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- d. Labor Day (1st Monday in September)
- e. Thanksgiving Day (4th Thursday in November)
- f. Memorial Day (last Monday in May)

ARTICLE 30: OVERTIME, AND WORK WEEK LIMITS,

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

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 30.4

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

SECTION 30.5

Employees have the right to request an exemption to their work week limit. CDWA will respond in writing to these requests within fourteen (14) business days. CDWA will provide a reason for

denying a request. When warranted and applicable, the Employer may approve a retroactive start date for the temporary work week limit increase.

SECTION 30.6

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

SECTION 30.7

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

ARTICLE 31: PROGRESSIVE DISCIPLINE

SECTION 31.1

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.

The purpose of progressive discipline is to correct an employee's behavior and is not intended to be punitive in nature. Prior to issuing a disciplinary reprimand, the Employer shall inform the caregiver of the potential offense and date of offense if known, and the Employer shall attempt to gather facts surrounding the incident leading to discipline; and shall conduct an investigation prior to issuing a disciplinary reprimand. All discipline may be appealed under the Grievance Procedure in Article 7.

All disciplinary action shall be taken within a reasonable period of time from the date the Employer had knowledge of the information giving cause for the disciplinary action and/or has completed an investigation that results in disciplinary action.

Written warnings and coaching shall be provided in at least the languages outlined in Article

~~32XX~~. 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.

ARTICLE 32: REQUIRED NOTIFICATIONS AND EMPLOYEE REFERENCE

MATERIALS

SECTION 32.1 IN LANGUAGE NOTIFICATIONS

The Employer shall provide all required communication notifications and reference materials in at least the following languages: English, Spanish, Russian, Korean, Vietnamese, Traditional and Simplified Chinese, Somali and Arabic.

SECTION 32.2

Required communication and employer provided reference materials included for the purposes of this article include materials that relate to an individual provider's ability to achieve and maintain compliance with Employer or State requirements, access to benefits, notifications required by this Agreement, and all Employer created policy and resource documents.

Employer notifications and communication will be provided in the languages required by Article 32 section 32.1 when sent via Portal notification, email or text. Reference materials will be available in the languages listed in Section 32.1 of this Article when accessing the material on the Employer's website originating from the Employer.

In instances where the requirements of Section XX32.1 cannot be met due to specific

correspondence requirements such as communicating allegations of fraud, abuse, exploitation or neglect and prompt translation of such communication in the languages specified in Section 32.1 is unavailable, the Employer will include a statement as a part of the communication in those languages referencing the Employer's language lines, stating that assistance with translation can be provided by contacting those language lines, and a notice of the worker's right to Union representation as provided by the CBA.

SECTION 32.3 EXISTING MATERIALS

Over the life of this agreement, the Employer will translate existing required notifications and materials referenced in this article. Any new or updated existing materials referenced in this section created after the effective date of this agreement will be translated into the languages above at the time of publication.

ARTICLE 33 TRAINING COMPLIANCE

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 (via email, text and portal notification) (1) about the outstanding training requirements and/or failure to achieve certification and (2) informing them that they are no longer permitted to work, will be allowed to work, claim, 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 in the languages outlined in Article 32 section 32.1 that they are no longer permitted to work. If these no longer permitted to work notifications were sent to the worker's current contact information on file with the Employer using at least two of the required three methods, the Employer's failure to send the notice in all three methods shall not be the sole basis for an extension of the worker's permission to continue working while awaiting completion of training and/or certification. The Employer must notify the Union within 30 days of discovering any communication failure(s) with these no longer permitted to work notifications and will provide an impacted list upon request.

ARTICLE 34: ANNUAL COMPLIANCE TRAINING

SECTION 34.1 ANNUAL COMPLIANCE TRAINING

All home care workers shall complete the Employer's Annual Compliance Training.

SECTION 34.2 TRAINING ACCESS

The Employer will make the training directly accessible through the Employer's systems. The training will be available in the languages outlined in Article 32. Employees will be provided with confirmation of completion upon successful completion of the training.

SECTION 34.3 TRAINING NOTIFICATIONS

The Employer shall give electronic notification via email and the Employer's portal thirty (30) calendar days prior to each worker's CDWA Annual Compliance Training deadline and will send a reminder via email and/or the portal at fifteen (15) calendar days prior to deadline.

IPs who are provided both notifications and do not complete the CDWA Annual Compliance Training by the deadline may be subject to corrective action.

ARTICLE 35: USE OF ARTIFICIAL INTELLIGENCE (AI)

SECTION 35.1 PROHIBITED USES OF AI

The Employer shall not use Artificial Intelligence (AI) technology to monitor, track, or dictate driving routes, productivity metrics, or other aspects of employee performance without engaging in the process outlined in this Article.

SECTION 35.2 NOTIFICATION AND BARGAINING REQUIREMENTS

The Employer shall provide written notification to the Union at least thirty (30) days in advance of any planned AI implementation. Upon notification, the Employer shall enter good-faith bargaining with the Union to address potential impacts of AI on working conditions, and privacy. The Employer agrees to provide the Union with complete and relevant information on any proposed AI system, including its purpose, scope, data collection parameters, decision-making processes, and potential impact on employment terms.

SECTION 35.3 DATA PROTECTION AND PRIVACY

The Employer shall not input, share, or utilize any personally identifiable information (PII) of bargaining unit employees—including names, Social Security numbers, addresses, or work histories—in any AI system without prior written Union consent. All data usage involving AI

must comply with applicable laws, the collective bargaining agreement, and industry privacy standards, ensuring PII remains confidential, secure, and used only for authorized purposes. In the event of unauthorized access, misuse, or data breach involving bargaining unit data in AI systems, the Employer shall promptly notify the Union and implement corrective actions.

ARTICLE 36 OVERPAYMENTS AND CLIENT AUTHORIZATIONS

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. Any overpayment notices shall also be sent to the Union.
2. The notice of overpayment must be sent by both mail and email and include:
 - a. The alleged reason for the overpayment
 - b. The amount overpaid;
 - c. The pay period in which the overpayment was made; and
 - d. 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 Article 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 36.1 CLIENT AUTHORIZATIONS

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

APPENDIX A: WAGE SCALES

CCH	July 1, 2025	Jan. 1, 2026	July 1, 2026	Jan. 1, 2027
0-2000	\$22.52	\$22.63	\$23.54	\$23.68
2001-4000	\$22.70	\$22.81	\$23.73	\$23.87
4001-6000	\$22.87	\$22.98	\$23.91	\$24.05
6001-8000	\$23.08	\$23.20	\$24.13	\$24.27
8001-10000	\$23.30	\$23.42	\$24.36	\$24.51
10001-12000	\$23.60	\$23.72	\$24.68	\$24.83
12001-14000	\$23.92	\$24.04	\$25.01	\$25.16
14001-16000	\$24.69	\$24.81	\$25.81	\$25.96

16001-20000	\$24.97	\$25.09	\$26.10	\$26.26
20001-24000	\$25.31	\$25.44	\$26.47	\$26.63
24001 -40000	\$25.57	\$25.70	\$26.74	\$26.90
40001 and above	\$26.09	\$26.22	\$27.28	\$27.44

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 a consumer in their home including, but in no way limited to, functionally disabled individuals 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.

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,

<https://www.leg.wa.gov/state-laws-and-rules/>

MEMORANDUM OF UNDERSTANDING

BETWEEN SEIU 775 AND CDWA COST POTENTIAL COMPENSATION CHANGES

This Memorandum of Understanding (MOU) is entered into between SEIU 775 ("Union") and Consumer Direct Washington ("Employer") to establish a process for evaluating potential compensation changes in the Fall of 2026 in preparation for negotiations on the successor agreement.

Agreement

1. Purpose

The Union and Employer agree to work together to develop a process for costing the following potential compensation changes:

- Increasing the Paid Time Off (PTO) accrual cap.
- Expanding Cumulative Career Hours (CCH) credit to include caregivers with Certified Nursing Assistant (CNA) experience in other long-term care settings.
- Expanding eligibility for Advanced Home Care Aide Specialist (AHCAS) status to include workers who have completed BT 30 training.

2. Data Collection and Preparation

- The Parties will jointly identify the information and data needed to effectively cost these potential changes.
- The Employer will begin gathering and compiling the necessary data with enough lead time to ensure cost estimates can be developed by Fall 2026.
- The Union will assist in defining data requirements and clarifying the scope of the analysis.

3. Collaboration and Communication

- The Parties will meet as needed to review progress, address challenges, and ensure alignment on data collection efforts.

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 2025-2027 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 \$35.43 in FY 26 and \$37.42 in FY 27. 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 2025-2027 agreement based on the funded labor rate. If the Legislature continues the current rate, the existing terms of the 2023-2025 CBA between the Consumer Direct Care Network and SEIU 775 will continue to govern the terms and conditions of employment for employees of CDWA until the Legislature funds a higher rate.

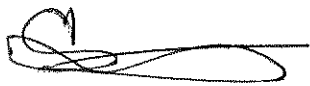
By March 1 of each even-numbered year, CDWA will provide SEIU 775 with data demonstrating the amount of the funded labor rate ultimately spent during the prior biennium on allowable expenditures under RCW 74.39A.530(9), including, but not limited to, a breakdown by wages, associated taxes, and benefits 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 2025.

For the Service Employees International Union Local 775:

A handwritten signature in black ink, appearing to read 'Sterling Harders', written over a horizontal line.

Sterling Harders, President

For the Consumer Direct Care Network Washington:

A handwritten signature in black ink, appearing to read 'Aileen Pick', written over a horizontal line.

Aileen Pick, Labor Relations Director