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1

## PREAMBLE

2 This document constitutes an Agreement by and between the Governor of the State of  
3 Washington hereinafter referred to as the "Employer," and SEIU ~~Healthcare~~-775NW  
4 hereinafter referred to as the "Union," and in accordance with the provisions of RCW  
5 74.39A.270.

6

## ARTICLE 1

7

### RECOGNITION

8 SEIU ~~Healthcare~~-775NW ("Union") is recognized as the sole and exclusive  
9 representative for all individual providers of in-home care services ("home care workers,"  
10 "caregivers," or "individual providers") as defined in RCW 74.39A.240 and under the  
11 provisions of 74.39A.270, excluding supervisors, confidential employees, and all other  
12 employees. Provided there is no question concerning representation or the definition of  
13 the bargaining unit pursuant to statute and the rules of the Public Employment Relations  
14 Commission, if the Union merges with other organizations, consolidates parts of other  
15 organizations, modifies its name or makes any other similar changes, recognition by the  
16 Employer will follow as designated by SEIU ~~Healthcare~~ 775NW and the Service  
17 Employees International Union. The parties also recognize that other agencies and/or  
18 contractors or subcontractors of the Employer may continue to be responsible for  
19 implementation and administration of certain provisions of this Agreement as specifically  
20 provided herein or as directed by the Employer.





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1 of the designated day(s) for that particular office. In these exceptional  
2 circumstances the State will, on at least a weekly basis, provide a list to the Union  
3 of employees that did not attend contracting appointments on designated days.

4 The State will also provide fifteen (15) minutes for a Union representative to meet  
5 with the individual provider(s) participating in the contracting appointments.

6 If the state office has regularly scheduled recurring times for individual providers  
7 to view the initial safety and orientation training, the State will make the Union  
8 aware of these reoccurring meetings on an annual basis. The State will also  
9 provide fifteen (15) minutes for a Union representative to meet with the individual  
10 providers.

#### 11 **2.4 Union Bulletin Boards**

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

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

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1 | **2.54 Websites**

2 | Websites maintained by the Department of Social and Health Services, Aging and  
3 | Long-Term Support Administration (AL TSA) and Developmental Disabilities  
4 | Administration (DDA) ~~Disability Services Administration of the Department of~~  
5 | ~~Social and Health Services (ADSA/DSHS)~~ that individual providers might  
6 | reasonably access to seek employment-related information shall contain a link to  
7 | the Union's website, provided that the link is in compliance with Chapter RCW  
8 | ~~42.52.160 and RCW 42.52.180.~~

9 | **2.65 Orientation Materials Provided by Employer**

10 | Orientation materials distributed by the Employer, its agencies, contractors or  
11 | subcontractors to individual providers shall include union membership  
12 | applications and union orientation materials. Union materials distributed by the  
13 | Employer shall be neutral in tone. It shall be the Union's responsibility to provide  
14 | the Employer with sufficient copies of such materials for distribution during  
15 | orientation and training.

16 | **2.76 Access to Pay Envelopes**

17 | The Employer agrees to include information provided by the Union in pay  
18 | envelopes sent to individual providers, subject to the following conditions:

19 | A. The Union shall provide such materials to the Department no later than  
20 | thirty (30) calendar days prior to the first day upon which the Union  
21 | requests that the materials be included in pay envelopes mailed to  
22 | individual providers.

23 | B. Except by consent of the Employer, the size and weight of such materials  
24 | to be included in the pay envelopes for any pay period shall not exceed  
25 | two (2) pieces of printed materials, one (1) of which may be no larger than  
26 | eight and one-half inches by eleven inches (8.5"x11") and no heavier than



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1 twenty pound (20lb.) weight, and the other of which may be a pre-printed  
2 number ten (#10) or smaller return envelope of standard weight.

3 C. The subject matters and contents of any materials provided shall be in  
4 conformance with Chapter RCW 42.52.160 and RCW 42.52.180.

5 D. The Union agrees to reimburse the Department for any increase in postage  
6 costs arising from the inclusion of the Union materials.

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

13 [Note: Article 2.8 will become effective upon implementation of a new payroll  
14 system in accordance with Article 13.]

15 2.8 Union Communications through Payroll Website

16 A. Link to Union Website

17 The Employer shall display a link to the Union website on the opening webpage  
18 of the online payroll website. The landing page for the Union website link  
19 supplied on the payroll website must be in compliance with Chapter RCW 42.52.

20 B. Notification of Message from Union

21 When a home care worker logs into the payroll website, the initial screen will  
22 include a notification of new message(s) from the Union. The notification box on  
23 the initial page shall be sufficient to provide detail of sender and subject of the

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message. The subject matter and content of the notification message shall be in conformance with Chapter RCW 42.52. 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.

### ARTICLE 3

#### EMPLOYER RIGHTS

**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 18, Duty to Bargain.

**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 statutory mandate of the Employer.
- B. To establish the Employer's missions, programs, objectives, activities and priorities within the statutory mandates.
- 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,



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1 objectives, activities and priorities; however, this paragraph shall not be  
2 interpreted to limit the Union's right to advocate for budget allocations  
3 that may be different from what the Employer may propose.

4 D. To manage, direct and control all of the Employer's activities to deliver  
5 programs and services.

6 E. To develop, modify and administer policies, procedures, rules and  
7 regulations and determine the methods and means by which operations are  
8 to be carried out.

9 F. To establish qualifications of individual providers and reasonable  
10 standards of accountability except as otherwise limited by this Agreement  
11 under Article 16, Training.

12 G. To make and execute contracts and all other instruments necessary or  
13 convenient for the performance of the Employer's duties or exercise of the  
14 Employer's powers, including contracts with public and private agencies,  
15 organizations or corporations and individuals to pay them for services  
16 rendered or furnished.

17 H. To develop the means and processes necessary for the establishment of a  
18 referral registry of individual providers and prospective individual  
19 providers.

20 I. To determine the management organization, including recruitment,  
21 selection, retention and promotion to positions not otherwise covered by  
22 this Agreement.

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1 J. To extend, limit or contract out any or all services and/or programs of the  
2 Employer except as otherwise limited under Article 18, Duty to Bargain  
3 and specific to contracting out of bargaining unit work.

4 K. To take whatever actions the Employer deems necessary to carry out  
5 services in an emergency. The Employer shall be the sole determiner as to  
6 the existence of an emergency in keeping with a reasonable and prudent  
7 standard.

8 L. To modify any and all operations and work requirements in order to more  
9 efficiently and effectively provide services as a result of any existing  
10 and/or new laws, rules and regulatory provisions of state and/or federal  
11 origin which may in any way affect the Employer's ability to provide  
12 services.

13 M. To determine the method, technological means and numbers and kinds of  
14 personnel by which operations are undertaken.

15 N. To maintain and promote the efficiency of public operations entrusted to  
16 the Employer.

17 **3.3** The above enumerations of Employer rights are not inclusive and do not exclude  
18 other Employer rights not specified, including but not limited to those duties,  
19 obligations or authority provided under RCW 74.39A.250 through RCW  
20 74.39A.280 and to the extent not otherwise expressly limited by this Agreement.  
21 The exercise or non-exercise of rights retained by the Employer shall not be  
22 construed to mean that any right of the Employer is waived.

23 **3.4** No action taken by the Employer with respect to a management right shall be  
24 subject to a grievance or arbitration procedure or collateral action/suit, unless the  
25 exercise thereof violates an express written provision of this Agreement.



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1 **3.5 Fulfillment of Statutory Obligation**

2 As provided under RCW 74.39A.270 (5) this Agreement expressly reserves:

3 The right of the Washington State Legislature to make programmatic  
4 modifications to the delivery of state services under RCW 74, including standards  
5 of eligibility of consumers and individual providers participating in the programs  
6 under this title, and the nature of services provided.

7 Nothing contained in this Agreement shall be construed as to subtract from,  
8 modify or otherwise diminish these rights in any manner.

9  
10 **ARTICLE 4**

11 **UNION MEMBERSHIP AND DEDUCTION OF DUES, CONTRIBUTION, AND FEES**

12 **4.1 Union Membership and Deduction of Dues and Fees**

13 A. ~~Upon proper authorization from a home care worker or the Union, In~~  
14 accordance with RCW 41.56.113(1)(b)(i), the State as payor, but not as  
15 the employer, shall cause the appropriate entity or agency to deduct the  
16 amount of dues or, for non-members of the Union, a fee equivalent to the  
17 dues from each home care worker's ~~monthly~~ payment for services  
18 (paycheck or direct deposit).

19 B. The Union shall notify each home care worker covered by this Agreement  
20 that he or she is not required to join or financially support the Union. New  
21 home care workers will be notified as soon as possible, but no later than  
22 fourteen (14) days from the Union receiving the home care worker's  
23 contact information. The Union shall escrow the fee paid by a new home  
24 care worker in an interest-bearing account. The fee shall remain in this

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1 account until the home care worker is notified of the opportunity to opt-  
2 out and given thirty (30) calendar days to do so. If the home care worker  
3 objects to paying the fee within thirty (30) days of the notification from  
4 the Union, the Union shall, within twenty (20) days of receiving the notice  
5 from the home care worker, refund the fee with interest (at the rate of  
6 interest it has received). The Union will notify the Employer to cease  
7 further deductions in accordance with Subsection 4.1 C below.

8 **BC.** Home care workers covered by this Agreement who inform the Union that  
9 they do not wish to join or financially support the Union will not have any  
10 fee deducted from the payments made to them by the State and will suffer  
11 no penalty as a result of their failure to pay such a fee to the Union.  
12 However, the Union reserves the right to enforce the terms and conditions  
13 of each home care worker's signed membership card with regard to when  
14 authorizations for deductions may be revoked. The Employer shall honor  
15 the terms and conditions of each home care worker's signed membership  
16 card. By the third (3rd) and eighteenth (18th) day of each month, the  
17 Union shall provide the Employer with a list of home care workers who  
18 have informed the Union that they do not wish to join or financially  
19 support the Union. All home care workers who have objected to paying  
20 the fee by the twenty-seventh (27th) of the previous month shall be  
21 included in the list sent to the Employer on the third (3rd) of the month.  
22 All home care workers who have object to paying the fee by the twelfth  
23 (12th) of the month shall be included in the list sent to the Employer on  
24 the eighteenth (18th) day of that month.

#### 25 4.2 Voluntary Deductions

26 Upon receipt of proper authorization ~~from~~ for such deductions from the home care  
27 worker or the Union, the Employer shall cause the appropriate entity or agency to



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1 deduct and transmit voluntary contributions from each home care worker's  
2 payment for services, to one (1) or more funds designated by the Union or to the  
3 Union itself. The Employer shall allow deductions to such a fund or committee to  
4 be made in any amount specified by the home care worker. The deductions shall  
5 be transferred at least monthly by electronic means.

#### 6 **4.3 Implementation Costs**

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

#### 10 **4.4 Indemnify and Hold Harmless**

11 The Union and each home care worker agree to indemnify and hold harmless  
12 from all claims, demands, suits or other forms of liability that shall arise against  
13 the Employer for or on account of any deduction made from the pay of any home  
14 care worker, including deposits made by the Union into an escrow account. This  
15 paragraph shall not be interpreted to limit the right of the Union to use the Dispute  
16 Resolution Process contained in this agreement to collect dues, fees, and  
17 contributions owed.

#### 18 **4.5 RCW 41.56.113(1)(b)(i) Proviso**

19 The parties agree that, during the term of this Agreement, should RCW  
20 41.56.113(1)(b)(i) be deemed by order of a court of competent jurisdiction  
21 enforceable in relation to bargaining unit members who informed the Union that  
22 they do not wish to join or financially support the Union, ~~have not voluntarily~~  
23 ~~agreed to pay a fee equivalent to the dues required for union membership, the~~  
24 ~~state as payor, but not as the employer, would again enforce the terms of a union~~  
25 ~~security provision authorized in RCW 41.56.122 by deducting such fees from the~~  
26 ~~payments to such bargaining unit members. Should such an order issue at any~~

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1 | ~~time during the term of this Agreement,~~ the language contained in Article 4,  
2 | Sections 4.1 and 4.2, ~~and Article 6, Section 6.1~~ of the 2013-2015 Agreement will  
3 | replace Article 4, Section 4.1 of this Agreement.  
4 |

## 5 | ARTICLE 5

### 6 | BARGAINING UNIT INFORMATION

7 | **[NOTE: The following two paragraphs of Article 5.1 will remain in effect until a**  
8 | **new payroll system is implemented in accordance with Article 13.]**  
9 |

#### 10 | 5.1 *Information to be Provided*

11 | *The Employer shall provide information about the bargaining unit and each*  
12 | *member of the bargaining unit and shall provide this information to the Union on*  
13 | *a regular monthly basis. Such information shall be transmitted electronically in a*  
14 | *common, commercially-available electronic format specified by the Union, and*  
15 | *shall include the home care worker's full name, individual provider number,*  
16 | *cumulative lifetime hours worked as an individual provider, hours or units (day,*  
17 | *week, or month) worked in a month for which payment has been made, home*  
18 | *address, mailing address, home phone number, personal wireless telephone*  
19 | *numbers, electronic mail addresses, wage rate, program or service code, amount*  
20 | *paid during the current month of payment, union member type and deduction*  
21 | *type, vacation (or paid time off) hours paid and vacation (or paid time off) hours*  
22 | *forfeited. The Employer and the Union shall coordinate to reconcile any questions*  
23 | *about the bargaining unit information and records.*

24 | ~~*The Employer shall make a good faith effort to provide other information to the*~~  
25 | ~~*Union, if not otherwise prohibited by force of law, including hire date, a unique*~~  
26 | ~~*home care worker identifier number, termination date, date of birth, gender,*~~



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~~primary preferred language, relationship to consumer employer and marital status. The Employer and the Union shall coordinate to reconcile any questions about the bargaining unit information and records.~~

[NOTE: The following two paragraphs of Article 5.1 will become effective upon implementation of a new payroll system in accordance with Article 13.]

5.1 Information to be **Collected and Provided**

A. 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 a regular monthly basis. Such information shall be transmitted electronically in a common, commercially-available electronic format specified by the Union, and shall include:

~~1.~~ 1. The home care worker's full name,

~~2.~~ 2. Home address and mailing address.

~~3.~~ 3. Home phone number and personal wireless telephone numbers.

~~4.~~ 4. Electronic mail addresses.

~~5.~~ 5. Date of birth.

~~6.~~ 6. Gender.

~~7.~~ 7. Marital status.

8. Primary preferred language.

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1                    9. Whether or not the home care worker is a family member as  
2                    defined by RCW 74.39A.076(1). In the event the State collects  
3                    additional details regarding family relationship between the  
4                    home care worker and client, the State will provide the  
5                    additional detail to the Union.

6                    6.10. Hire date.

7                    11. Unique individual provider number,

8                    7.12. Program or service code.

9                    13. Wage rate.

10                   14. Amount paid during the current month of payment.

11                   8.15. Hours or units and dates of work worked in a month for  
12                   which payment has been made.

13                   16. Cumulative lifetime hours worked as an individual provider,

14                   9.17. Union member type and deduction type.

15                   18. Paid time off hours paid and paid time off hours forfeited, and  
16                   hours or units (day, week, or month) worked in a month for  
17                   which payment has been made, home address, mailing address,  
18                   home phone number, personal wireless telephone numbers,  
19                   electronic mail addresses.

20                   10.19. hire date, Contract termination date and, whether  
21                   termination is for convenience or default as stipulated in the IP  
22                   Client Service Contract, date of birth, gender, marital status,



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~~wage rate, program or service code, amount paid during the current month of payment, union member type and deduction type, paid time off hours paid and paid time off hours forfeited.~~

#### 20. Caseworker identification number

The Employer and the Union shall coordinate to reconcile any questions about the bargaining unit information and records.

~~Provided it can be done by the vendor within the appropriated budget for the project, the Employer will provide information to the Union on more specific reasons for contract termination (as stipulated in the IP Client Service Contract), primary preferred language and relationship to consumer employer. The Employer and the Union shall coordinate to reconcile any questions about the bargaining unit information and records.~~

Subject to the ~~In addition, provided the Union enters into the appropriate data share and confidentiality agreement~~ executed by the parties, the IP's social security number will be sent in a secure electronic format.

#### **5.2 — Collection of Additional Information**

~~The Employer shall amend all of the employment-related documents and forms required to be completed by individual provider home care workers so as to allow individual provider home care workers to provide the Employer with electronic mail addresses and personal wireless telephone numbers.~~

#### **5.3 Privacy**

Unless otherwise provided for under Title 42 RCW, the following are exempt from public inspection and copying and shall not be released by the Employer except as necessary to comply with the provisions of this Agreement:

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1 The residential addresses, residential telephone numbers, personal wireless  
2 telephone numbers, personal electronic mail addresses, social security numbers,  
3 and emergency contact information of individual provider home care workers as  
4 defined in RCW 74.39A.240 and the names, dates of birth, residential addresses,  
5 residential telephone numbers, personal wireless telephone numbers, personal  
6 electronic mail addresses, social security numbers, and emergency contact  
7 information of dependents of individual provider home care workers as defined in  
8 RCW 74.39A.240, which may be held by the Employer in personnel records,  
9 public employment related records, or volunteer rosters, or are included in any  
10 mailing list of individual provider home care workers as defined in RCW  
11 74.39A.240.

12 The State will notify the Union of third-party requests for lists of private  
13 information subject to this provision.

14 //

15 **Note: Article 6** was combined with Article 4- see Article 4 TA

## 16 ARTICLE 7

### 17 PRODUCTION OF AGREEMENT

18 7.1 The Union and the Employer shall jointly share the costs of producing and  
19 printing this Agreement in sufficient quantities for distribution to the members of  
20 the bargaining unit, and of translating it in up to ten (10) languages (other than  
21 English) most commonly spoken among members of the bargaining unit as  
22 determined by the Union, provided that the cost to the Employer shall not exceed  
23 eighty thousand dollars (\$80,000) during the life of this Agreement. Any costs  
24 over and above eighty thousand dollars (\$80,000) shall be borne exclusively by  
25 the Union.





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1 attempt wherever possible to resolve problems informally and not to resort to the  
2 formal grievance procedure.

3 **8.2 Grievance Definition**

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

6 **8.3 Grievance/Dispute Resolution Procedure**

7

8 Step 1. Informal Resolution

9 The home care worker and/or a Union representative may confer with the  
10 Employer's designated representative and attempt to resolve the issue informally.

11 Step 2. Written Grievance

12 If the grievance is not resolved at Step 1, the home care worker and/or Union  
13 representative shall set forth the grievance in writing including a statement of the  
14 pertinent facts surrounding the grievance, the date on which the incident occurred,  
15 the alleged violations of the Agreement, and the specific remedy requested.

16 The written grievance shall be submitted to the Employer within thirty (30)  
17 calendar days of the occurrence of the alleged violation or within thirty (30)  
18 calendar days of when the home care worker or the Union could reasonably have  
19 been aware of the incident or occurrence giving rise to the grievance. The written  
20 grievance shall be submitted by email [to labor\\_relations@ofm.wa.gov](mailto:to_labor_relations@ofm.wa.gov).

21 The Employer or the Employer's designee shall meet with the grievant and his or  
22 her Union representative within fourteen (14) calendar days of receipt of the  
23 written grievance, in order to discuss and resolve the grievance. Subsequent to  
24 this meeting, if the grievance remains unresolved, the Employer will provide a  
25 written response to the grievance by email within fourteen (14) calendar days



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1 from the date the parties met to discuss the grievance. If the response does not  
2 resolve the grievance, the Union may, within fourteen (14) calendar days of  
3 receipt of the response, proceed to Step 4, Arbitration.

4 Step 3. (Optional) Mediation

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

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

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

22 If the issue is successfully resolved by mediation, the decision shall be binding on  
23 all parties, and shall, unless specifically agreed otherwise, form a precedent for  
24 similar issues. If the issue is not successfully resolved through mediation, the  
25 Union may, within fourteen (14) calendar days of receipt of a written declaration

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1 of impasse or rejection of a settlement offer from either party, proceed to Step 4,  
2 Arbitration.

3 Step 4. Arbitration

4 If the grievance is not settled at Step 2 or 3, it may, within the time frames noted  
5 above, be referred by the Union to final and binding arbitration. The arbitrator  
6 shall be mutually agreed upon by the parties, or, upon failure to agree upon an  
7 arbitrator, the Union shall, within ~~fifteen~~fourteen (14~~5~~) calendar days of the  
8 request for arbitration, request a list of seven (7) arbitrators from the American  
9 Arbitration Association. The parties shall select an arbitrator by alternately  
10 striking names from the list of seven (7) arbitrators. A coin toss shall determine  
11 which party shall first strike.

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

18 **8.4 Time Limitations**

19 The parties agree that the time limitations provided in this Article are essential to  
20 the prompt and orderly resolution of any grievance, and that each will abide by  
21 the time limitations. To this end, grievances must be processed within the periods  
22 of time specified above. Days are calendar days, and will be counted by  
23 excluding the first day and including the last day of timelines. When the last day  
24 falls on a Saturday, Sunday or holiday, the last day will be the next day that is not  
25 a Saturday, Sunday or holiday. Any grievance not properly presented in writing  
26 and within the time limits specified, or any grievance not moved to the next step



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1 within the specified time limits shall be considered to have been withdrawn. If  
2 the Employer fails to meet the time limitations specified, the Union may move the  
3 grievance to the next step. Time limitations may be extended by mutual  
4 agreement of the parties.

## 5 ARTICLE 9

### 6 COMPENSATION

#### 7 9.1 Wages

8 Effective July 1, ~~2015~~2013, current home care workers will be placed on a step  
9 commensurate with their IP hours of work retroactively calculated to July 1, 2005.  
10 Bargaining unit home care workers will be paid according to the wage scales  
11 found in Appendix A. During the life of this Agreement wages shall be adjusted  
12 upward for each home care worker based upon accumulation of hours not  
13 including time spent as mentors pursuant to Section 9.2. All home care workers  
14 shall be paid strictly on an hourly basis. Except as modified by this Agreement,  
15 all home care workers shall be paid strictly according to the wage scales. Any  
16 non-hourly payment arrangements, or arrangements to pay any home care worker  
17 according to any other rate than the rates contained in Appendix A, are hereby  
18 void.

#### 19 9.2 Certification Differentials and Mentor, Preceptor, and Trainer Pay

20 Employees who hold a valid Home Care Aide certification or who are exempt  
21 from certification RCW 18.88B.041(1)(a)(i)(A) shall submit a Certified Nursing  
22 Assistant license (or equivalent or greater medical license), shall be paid an  
23 additional twenty-five cents (\$0.25) per hour differential to his/her regular hourly  
24 wage rate.

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1 Employees with a valid Home Care Aide certification or who are exempt from  
2 certification under RCW 18.88B.041(1)(a)(i)(A) or (B) who complete advanced  
3 training ~~beyond the training required to receive a valid Home Care Aide~~  
4 ~~certification~~ (as set forth in Training Partnership curriculum) shall be paid an  
5 additional twenty-five cents (\$0.25) per hour differential to his/her regular hourly  
6 wage rate. This advanced training differential stacks on top of the certification  
7 differential described above (e.g., an employee who has completed the home care  
8 certification and the advanced training requirements shall be paid fifty cents  
9 (\$0.50) above his/her regular hourly wage rate.)

10 Pursuant to Article 16.9, a home care worker who is assigned by the Training  
11 Partnership as a mentor, preceptor, or trainer of other home care workers or  
12 prospective home care workers shall be paid an additional one dollar (\$1.00) per  
13 hour differential in addition to his or her regular hourly wage rate, and in addition  
14 to any other differentials or adjustments, for each hour that he or she works as a  
15 mentor, preceptor, or trainer. The Employer shall not be responsible for  
16 employing, paying, tracking or verifying hours of mentor work.

### 17 9.3 Mileage Reimbursement

18 Home care workers shall be compensated when the IP drives~~for the use of~~ their  
19 personal vehicles to provide services to their consumers (such as essential  
20 shopping and travel to medical services) authorized under the care or service  
21 plans. Such compensation shall be paid on a per-mile-driven basis at the standard  
22 mileage rate recognized by the Internal Revenue Service up to a maximum of one  
23 hundred (100) ~~sixty (60)~~ miles per month per consumer. ~~Effective November 1,~~  
24 ~~2014, this maximum shall be increased to one hundred (100) miles per month per~~  
25 ~~consumer. The Employer will make all necessary changes to work forms, the~~  
26 ~~payroll system and the CARE tool to assure that accurate mileage can be tracked~~  
27 ~~and compensated.~~



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

6 **9.4 Overtime**

7 Employees required to work in excess of forty (40) hours in a workweek shall be  
8 paid overtime for such additional hours at the rate of one and half (1.5) times their  
9 regular rate of pay. Any paid leave time shall not be considered time worked for  
10 purposes of this section. The Employer may take steps as it deems necessary to  
11 limit the obligation to pay overtime hours.

12 **ARTICLE 10**

13 **COMPREHENSIVE HEALTH CARE BENEFITS**

14 **10.1 Coverage**

15 The Employer agrees to make periodic contributions on behalf of all home care  
16 workers covered by this Agreement to the SEIU ~~775-Multiemployer~~Healthcare  
17 NW Health Benefits Trust Fund ("Trust") in the amount specified in Section 10.2  
18 below.

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

22 **10.2 Contributions**

23 The Employer shall contribute ~~two-three~~ dollars and ~~sixty-ten~~ cents (~~\$2.60~~3.10)  
24 per Department-paid hour worked by all home care workers covered by this

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1 | Agreement to the Trust, effective July 1, ~~2013~~2015. Effective July 1, ~~2014~~2016  
2 | the Employer shall contribute ~~two~~ three dollars ~~forty-six cents~~ and eighty cents  
3 | (~~\$2.80~~3.46) per Department--paid hour worked by all home care workers covered  
4 | by this Agreement to the Trust. Department-paid hours shall not include  
5 | consumer participation hours, training hours, paid time off or vacations.

6 | **[NOTE: The following paragraphs of Article 10.2 will remain in effect until a new**  
7 | **payroll system is implemented in accordance with Article 13.]**

8 | *Contributions required by this provision shall be paid to the Trust on or before*  
9 | *the fifteenth (15th) day of the month following the month in which service hours*  
10 | *are paid. Contributions shall be transmitted together with a remittance form as*  
11 | *may reasonably be required by the Trust or their designee.*

12 | *Eligibility for health care benefits shall be determined solely by the Trust.*

13 | *The Trust shall determine the appropriate level of contribution, if any, by eligible*  
14 | *home care workers; provided, however, that if such contribution is required to be*  
15 | *a deduction from home care workers' paychecks performed by the State, such*  
16 | *deduction shall be the same for each eligible home care worker and in whole*  
17 | *dollar amounts. Ongoing costs for deduction of home care worker premiums for*  
18 | *health care shall be paid by the Employer. At least sixty (60) days notice of*  
19 | *changes in deduction amounts must be given to allow the Employer to implement*  
20 | *requested changes.*

21 | **[NOTE: The following paragraphs of Article 10.2 will become effective upon**  
22 | **implementation of a new payroll system in accordance with Article 13.]**

23 | *Contributions required by this provision shall be paid to the Trust on or before*  
24 | *the twenty-fifth (25th) day of the month following the month in which service*  
25 | *hours are paid. Contributions shall be transmitted together with a remittance*



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1 report containing such information, in such manner, and on such form as may be  
2 required by the Partnership or its designee.

3 ~~Contributions required by this provision shall be paid to the Trust in the month~~  
4 ~~following the month in which service hours are paid. Once the payroll vendor~~  
5 ~~has been chosen by the State pursuant to Article 13, the parties will meet to~~  
6 ~~determine the specific date by which the contribution will be paid to the Trust.~~  
7 ~~Contributions shall be transmitted together with a remittance form as may~~  
8 ~~reasonably be required by the Trust or their designee.~~

9 Eligibility for health care benefits shall be determined solely by the Trust.

10 The Trust shall determine the appropriate level of contribution, if any, by eligible  
11 home care workers. Ongoing costs for deduction of home care worker premiums  
12 for health care shall be paid by the Employer. At least thirty (30) days notice of  
13 changes in deduction amounts must be given to allow the Employer to implement  
14 requested changes.

15 [NOTE: The language of Article 10.3 below will remain in effect until a new payroll  
16 system is implemented in accordance with Article 13.]

17 **10.3 Payroll Deductions**

18 With adequate advance notice of no fewer than sixty (60) days, the Employer shall  
19 perform any such premium-share payroll deductions as directed by the Trust and  
20 as authorized by any home care worker. Initial and ongoing computer  
21 programming and operation costs associated with the implementation of this  
22 Article and Section shall be paid by the Employer.

23 [NOTE: The language of Article 10.3 below will become effective upon  
24 implementation of a new payroll system in accordance with Article 13.]

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1    **10.3    Payroll Deductions**

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

7    **10.4    Purpose of Trust**

8           For the purposes of offering individual health care insurance, dental insurance,  
9           and vision insurance to members of the bargaining unit, the Employer shall  
10          become and remain a participating employer in the Trust during the complete life  
11          of this Agreement, and any extension thereof.

12   **10.5    Trust Agreement**

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

22   **10.6    Indemnify and Hold Harmless**

23          The Trust shall be the policy holder of any insurance plan or health care coverage  
24          plan offered by and through the Trust. As the policy holder, the Trust shall  
25          indemnify and hold harmless from liability the Employer from any claims by



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1 beneficiaries, health care providers, vendors, insurance carriers or home care  
2 workers covered under this Agreement.

## 3 ARTICLE 11

### 4 WORKER'S COMPENSATION

#### 5 11.1 Worker's Compensation Coverage

6 The Employer shall provide worker's compensation coverage for all home care  
7 workers in the bargaining unit. All home care workers shall complete any  
8 required health and safety training.

#### 9 11.2 Worker's Compensation Premiums

10 The home care worker premium share for worker's compensation insurance shall  
11 be paid by the Employer. If applicable laws or rules prevent the Employer from  
12 paying the premium share at any time during the life of this Agreement, the  
13 Employer shall adjust each step of the wage scale established under Article 9  
14 (Compensation) of this Agreement upward by an amount equivalent to the home  
15 care worker premium share for worker's compensation insurance.

#### 16 11.3 Third Party Administrator

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

22





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1 combining several consumers' service hours in a single payment; adding and  
2 editing deductions at variable levels for health care premiums, Taft-Hartley fund  
3 contributions, taxes, union deductions, wage garnishments, and other purposes;  
4 providing web-based –reporting of hours; providing for direct deposit into  
5 multiple bank or other financial institution accounts; and, upon reasonable notice,  
6 providing a reasonable level of ease and cost-control in making changes to fields  
7 and/or records for individual or system-wide payments and deductions with no  
8 significant additional cost to the Employer.

9 **13.2 ~~Twice Monthly~~ Payment Timelines under New Payroll System**

10 ~~The new payroll system will pay individual provider home care workers on a~~  
11 ~~twice-monthly basis. Once the payroll vendor has been chosen by the State, the~~  
12 ~~parties will meet to determine the specific pay dates.~~ The newly implemented  
13 payroll system will pay individual provider home care workers on a twice-  
14 monthly basis.

15 Individual providers will be paid on the first (1<sup>st</sup>) and sixteenth (16<sup>th</sup>) day of each  
16 month. If the first (1<sup>st</sup>) or sixteenth (16<sup>th</sup>) day of the month falls on a Saturday,  
17 individual providers shall be paid on the previous Friday. If the first (1<sup>st</sup>) or  
18 sixteenth (16<sup>th</sup>) day of the month falls on a Sunday or recognized federal holiday,  
19 payment shall be made on the subsequent business day which is not a recognized  
20 federal holiday. Hours reported by the individual provider on or before the fifteen  
21 (15<sup>th</sup>) day of each month, shall be paid on the first (1<sup>st</sup>) of the following month.  
22 Hours reported by the individual provider on or after the sixteenth (16<sup>th</sup>) day of  
23 the month shall be paid on the sixteenth (16<sup>th</sup>) day of the following month. Unless  
24 prohibited by law, deductions may be divided between the bi-monthly payments.

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1   **13.3 Timely and Accurate Payment**

2   Home care workers shall be entitled to receive timely and accurate payment for  
3   services authorized and rendered. To promote a timely and accurate payroll  
4   system, the Employer and the Union shall work together to identify causes and  
5   solutions to problems resulting in late, lost or inaccurate paychecks and similar  
6   issues. The parties acknowledge the time necessary to correct errors in payment  
7   depends on the underlying nature of the error. Once the cause of the error has  
8   been identified, payment will be made as soon as possible but no later than ten  
9   (10) business days.

10   **13.4 Electronic Deposit**

11   Home care workers shall have the right to authorize electronic deposit of any  
12   payment issued to them for services or other reimbursement.

13   **13.5 Tax Withholding**

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

18   ~~13.6 Union Communications~~

19   ~~Provided it can be done within the appropriated budget, the new payroll system~~  
20   ~~will allow for communication of Union materials to bargaining unit members~~  
21   ~~electronically. Possible methods may include a link to a Union website and/or~~  
22   ~~pop-up messages appearing upon log in.~~

24   **13.7 Changes to Payroll and Payment Systems**

25   Unless specifically otherwise noted in this Agreement, the Employer shall bear all  
26   costs for any changes to payroll or payment systems required to implement this



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1 Agreement, including both the costs of any initial programming changes and the  
2 ongoing costs of operating payroll and payment systems.

3 **13.8 Debit Card**

4 A debit card without cost to the Employer or Union shall be introduced with the  
5 new payroll system. The terms of the card must be agreed to between the Union  
6 and the debit card vendor.

7 **ARTICLE 14**

8 **NO DISCRIMINATION**

9 **14.1** The Union and the Employer are mutually committed to a policy of  
10 nondiscrimination. The Employer shall not discriminate with respect to wages,  
11 hours, or terms and conditions of employment as provided for in this Agreement  
12 on the basis of race, color, physical and/or mental disability, marital status,  
13 national origin, ancestry, gender identity, sex, sexual orientation, age, political  
14 belief, faith, veterans status, citizenship status, union membership and activities  
15 and in keeping with applicable federal, state or local law.

16 **14.2** This Article shall not be construed as otherwise limiting or impeding the statutory  
17 right of consumers and prospective consumers to select, hire, supervise the work  
18 of, and terminate any home care worker providing services to them as provided  
19 pursuant to RCW 74.39A.270(4). Nor shall it be interpreted so as to prevent the  
20 referral registry operated by the Employer, its agencies, contractors and  
21 subcontractors, from making referrals on the basis of bona fide job-related skills  
22 (e.g. language fluency or the physical ability to lift and transfer a consumer) or  
23 legitimate consumer preferences such as gender.





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1 **15.3 Removal from Referral Registry**

2 Once a worker is listed on the registry, he or she may only be removed from the  
3 registry for the following reasons:

4 A. Upon his or her request, he or she is removed from the referral registry  
5 because he or she is not seeking additional referrals from the registry; or,

6 B. Upon his or her request, he or she is temporarily removed from active  
7 status on the registry because he or she is not seeking additional referrals  
8 or more consumer hours on a temporary basis; or

9 C. He or she worked no hours as an individual provider for twelve (12) or  
10 more consecutive months; ~~or,~~

11 D. For just cause, including the failure of an individual provider to meet the  
12 requirements set forth in RCW 74.39A.250(1) or pursuant to RCW  
13 74.39A.250(2), after he or she commits misfeasance or malfeasance in the  
14 performance of duties as an individual provider; ~~or,~~

15 E. When he or she does not respond to three (3) consecutive attempts by  
16 registry staff following a consumer referral request, he or she will be  
17 removed from active status after thirty (30) days. He or she shall be  
18 reinstated to active-status upon request.

19 **15.4 Election of Remedies**

20 Any request for a fair hearing to contest the removal from the referral registry by  
21 or on behalf of the individual provider or prospective individual provider as  
22 provided under RCW 74.39A.250(2), shall be considered a waiver by the affected  
23 individual provider or prospective individual provider of his or her right to file a  
24 grievance to contest the removal from the referral registry.

25 **15.5 Referral Registry Benefit**

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1 A. Creation of New Referral Registry

2 The parties agree to create a referral registry benefit, administered by the Training  
3 Partnership ("Partnership"), for the purpose of establishing an online and phone based  
4 registry referral service for individual providers and Medicaid consumers. The registry  
5 will be available to Medicaid consumers directly and also for use by in-person referral  
6 assisters.

7 B. Development of Business Plan and Contribution

8 Provided a detailed business plan including vendor selection, project management,  
9 timeline and budgets are approved by the Employer by May 1, 2015, the contribution to  
10 the Partnership shall be as follows:

- 11 1. Effective July 1, 2015, the Employer shall contribute to the Partnership three  
12 cents (\$0.03) per Department-paid hour worked by all home care workers covered  
13 by this agreement.
- 14
- 15 2. Effective July 1, 2016, the Employer shall contribute to the Partnership two cents  
16 (\$0.02) per Department-paid hour worked by all home care workers covered by  
17 this agreement.

18 If the Employer approves a business plan as described above after May 1, 2015, the  
19 contribution to the Partnership shall be as follows:

- 20 1. No more than sixty (60) days following formal approval by the Employer, the  
21 Employer shall contribute to the Partnership three cents (\$0.03) per Department-  
22 paid hour worked by all home care workers covered by this agreement for twelve  
23 (12) month period provided the twelve (12) month period does not extend past  
24 June 30, 2017.
- 25
- 26 2. After twelve months of payment at the rate of three cents (\$0.03) per Department  
27 paid hour worked by all home care workers covered by this agreement, the  
28 Employer shall contribute to the Partnership two cents (\$0.02) per Department  
29 paid hour worked by all home care workers covered by the agreement until June  
30 30, 2017.

31 Contributions shall be transmitted together with a remittance report containing such  
32 information, and in a manner and form as may be required by the Partnership or its  
33 designee.

34 C. Hours not Included in Contribution



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Department paid hour worked by all home care workers covered by this agreement shall not include consumer participation hours, training hours or paid time off.

D. Contribution Conditioned on Federal Approval

If the State is unsuccessful in receiving approval from the Center for Medicare and Medicaid Services (CMS) for the above payment, the parties shall meet to bargain over the amount and an alternative method of payment.

**ARTICLE 16**

**TRAINING**

**16.1 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.

**16.2 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.

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1 **16.3 Coverage**

2 The Employer agrees to make periodic contributions to the Training Partnership  
3 identified in Section 16.1, on behalf of all home care workers covered by this  
4 Agreement, in the amount specified in Section 16.4 below.

5 **16.4 Contributions**

6 Effective July 1, ~~2013~~2015, the Employer shall contribute to the Partnership  
7 thirty-eight ~~seven~~ cents (\$0.378) per Department-paid hour worked by all home  
8 care workers covered by this Agreement. Effective July 1, ~~2014~~2016, the  
9 Employer shall contribute to the Partnership thirty-eight cents (\$0.380) per  
10 Department-paid hours worked by all home care workers covered by this  
11 Agreement at least three cents (\$0.03) of which shall be used for a certification  
12 and testing fees assistance benefit. Department-paid hours shall not include  
13 consumer participation hours, training hours, paid time off or vacation.

14 These contribution levels are sufficient to fully pay for training that is legally  
15 required of IPs to maintain qualifications. Any fees or tuition charged to  
16 bargaining unit members by the Partnership for attendance at such legally  
17 required training shall be reported to the Employer on a monthly basis. The  
18 State's contribution amount under this Section will be reduced by the total of any  
19 such fees or tuition charged to bargaining unit members.

20 ~~No more than two hundred fifty thousand dollars (\$250,000.00) per fiscal year~~  
21 ~~from these funds shall be used to provide optional mentorship or advanced~~  
22 ~~training during the life of this Agreement. The Partnership may provide~~  
23 ~~additional optional mentorship or advanced training hours using a fee and tuition~~  
24 ~~schedule of its choice. Tuition and fees for optional training will not reduce the~~  
25 ~~Employer's contribution.~~

26 ~~These contribution amounts comprise the following components:~~



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1           A. — Basic Training and Continuing Education

2           Effective July 1, 2013, the basic training and continuing education component of  
3           the contribution, intended to cover all legally required training necessary for IPs  
4           to remain qualified to work, shall be twenty-seven cents (\$0.27) per Department-  
5           paid hour. Effective July 1, 2014 the basic training and continuing education  
6           component shall be twenty-five cents (\$0.25) per Department paid hour.

7           B. — Add ons for system improvements for Basic Training and Continuing  
8           Education

9           Effective July 1, 2013 eight cents (\$0.08) of the Employer's total contribution is  
10          intended to be used for system improvements for the purpose of increasing the  
11          number of certified IPs, including access to language appropriate training for  
12          limited English speaking workers to improve their success in certification testing.  
13          Effective July 1, 2014, this add on component of the Employer's total  
14          contribution shall be two cents (\$0.02).

15          C. — Certification and Testing Fees Assistance Benefit

16  
17          The parties agree ~~there shall be established a~~ that the certification benefit set out  
18          in this section, ~~administered by the Partnership, is~~ for the exclusive purpose of  
19          defraying the initial costs of certification and testing fees required by the  
20          Department of Health (DOH) or their testing agent for the bargaining unit  
21          members to remain qualified as individual providers. ~~Effective July 1, 2013,~~  
22          ~~three cents (\$0.03) of the Employer's contribution to the Partnership shall be used~~  
23          ~~for this benefit.~~—The Employer agrees to continue contributions for this benefit  
24          provided that the Employer is provided with verifiable reports on a quarterly basis  
25          from the Training Partnership, in a format acceptable to the Employer, which  
26          verifies the contribution has been used for the designated purposes.

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1 If the State is unsuccessful in receiving approval from the Center for Medicare  
2 and Medicaid Services (CMS) for the above payment method, the parties shall  
3 meet to bargain over the amount and an alternative method of payment.  
4 Additionally, in the event any other significant change in legal training  
5 requirements occurs, the parties agree to bargain over the effects of changes.

6 Contributions required by this Section shall be paid to the Partnership on the pay  
7 dates(s) determined by the parties following the State's selection of a payroll  
8 vendor in accordance with Article 13, but in any case no later than the twenty-  
9 fifth (25th) day of the month following the month for which service hours are  
10 paid. Contributions shall be transmitted together with a remittance report  
11 containing such information, in such manner, and on such form as may be  
12 required by the Partnership or its designee.

### 13 **16.5 Minimum Basic Training Requirements**

14 All legally required basic training for individual providers shall be provided  
15 through the Partnership. Upon completion of the required basic training  
16 requirements, or upon termination, individual providers, including individual  
17 providers who are exempt from the seventy (70) hours of basic training  
18 requirement because they provide only respite services shall be compensated at  
19 their regular rate of pay for all hours spent in legally-required basic training.

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

### 23 **16.6 Minimum Continuing Education Training Requirements**

24 Each individual provider shall complete all legally required continuing education  
25 training through the Partnership as required by RCW 74.39A.341. The purpose of  
26 continuing education is to improve and enhance the knowledge and skills of



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1 individual providers relative to the care needs of their consumer(s). Completion  
2 of all continuing education hours is a prerequisite for maintaining eligibility to  
3 work as an individual provider. Upon completion of required continuing  
4 education training, or upon termination, individual providers shall be  
5 compensated at their regular rate of pay for all hours spent in legally-required  
6 continuing education training.

7 **16.7 Exemptions from Minimum Training Requirements**

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

12 **16.8 Minimum Training Requirements for Exempted Individual Providers**

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

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

18 Any individual provider who is exempted from basic training or continuing  
19 education requirements, or any portion thereof, may voluntarily enroll, at his or  
20 her own expense, in any training offered by the Partnership for which that  
21 individual provider is otherwise eligible. However, individual providers who are  
22 exempt from the seventy (70) hours of basic training requirements because they  
23 provide only respite care services may elect to take the additional training  
24 required to become certified as a Home Care Aide without the requirement to pay  
25 tuition.

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1 **16.9 Mentoring**

2 Pursuant to RCW 74.39A.330, the Training Partnership shall offer a peer  
3 mentoring program to all new individual providers. The purpose of the mentoring  
4 program is to provide general information about serving as an individual provider  
5 and to assist the mentee in problem solving around work related challenges faced  
6 by individual providers. Mentors will not infringe on the rights of the consumer to  
7 select, hire, fire or instruct the mentee in the performance of the individual  
8 provider's duties or with the case manager's exercise of his or her responsibilities.  
9 Mentors shall not discuss confidential information about the consumer who  
10 employs a mentee without a written release of information from that consumer.  
11 The Employer shall not be responsible for employing, paying, tracking or  
12 verifying hours of mentor work. Time worked as a mentor will not count toward  
13 cumulative care hours.

14  
15 To be mentors, individual providers must have completed all applicable required  
16 training appropriate to their date of hire, plus peer mentorship training. Prior to  
17 appointment, mentors must meet the same qualifications as an individual provider  
18 and must meet all other qualifications set forth by the Partnership.

19 **16.10 Advanced Training**

20 Pursuant to RCW 74.39A.350, the Partnership shall offer advanced training for  
21 individual providers. The State, the Union and the Partnership shall cooperate to  
22 develop advanced training curricula that support the objectives of the state's  
23 health home initiatives, which are targeted to high cost/high risk clients.

24 **16.11 Training Curriculum and Instructors**

25 The Employer shall be responsible for setting standards for training instructors  
26 and approving curriculum to the extent required by law.



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1 **16.12 Training Provisions, Tracking and Reporting**

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

- 4 1. Providing all types of training required by law and that meets training  
5 standards set in administrative rule.
- 6 2. Providing all types of curricula and methods of delivery authorized in rule  
7 by the Employer.
- 8 3. Registering all individual providers eligible for training.
- 9 4. Alerting individual providers and the Employer within a reasonable  
10 timeframe of impending training completion deadlines.
- 11 5. Maintaining evidence of appropriate current professional licenses for all  
12 training instructors, when applicable.
- 13 6. Providing fully supplied clinical settings and ADA compliant facilities for  
14 training.
- 15 7. Evaluating knowledge and skills competency prior to the administration of  
16 the certification examination.
- 17 8. Issuing state-provided Certifications of Completion to those individual  
18 providers that successfully complete their course work.
- 19 9. Obtaining student course evaluations and providing a summary of the  
20 evaluations to the Employer upon request. ~~Providing the Employer with~~  
21 ~~reports on student course evaluations at least quarterly.~~

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- 1           10.    Maintaining training records for a reasonable amount of time and making  
2                    such records available to individual providers upon request.
- 3           11.    Tracking the training status of all individual providers and providing the  
4                    Employer with all such reasonable training-related data as may be  
5                    necessary for administration and enforcement.

6   **16.13 Access to Training**

7           A.    Union Presentation Compensation

8                    The parties agree that the Training Partnership shall provide the union  
9                    with reasonable access to its training classes, including providing the  
10                   Union with technical support for online learning, in order for the Union to  
11                   make presentation on Union issues. The Employer agrees to compensate  
12                    up to thirty (30) minutes of time for a presentation on Union issues to all  
13                    individual providers receiving the Union portion of required basic training.  
14                    The Employer agrees to compensate up to fifteen (15) minutes of time  
15                    annually for a presentation on Union issues to all individual providers  
16                    receiving the Union portion of required continuing education. Any  
17                    additional time for a presentation on Union issues agreed upon between  
18                    the Union and the Partnership shall not be paid by the Employer.

19           B.    Employer Access to Training

20                    The Partnership shall provide all statewide training schedules for all basic  
21                    training, advanced training and continuing education courses, including  
22                    dates, locations, times, seating capacity and the primary language in which  
23                    the class will be taught, to facilitate the Employer's observation of training  
24                    courses. The schedules shall be available to the Employer through the  
25                    Training Partnership's intranet portal. ~~provided within two (2) weeks after~~  
26                    ~~the training is first scheduled or when changes occur, and shall be~~



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~~provided in an electronic format to the designated Employer contact person for training.~~

### 16.14 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 17

### ~~UNION MANAGEMENT COMMUNICATIONS~~ LABOR MANAGEMENT

#### COMMITTEE

### 17.1 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, or by the Department; and implementation of the provisions of Article 20.6 of the Agreement.

### 17.2 Meetings

The parties shall meet at least quarterly unless otherwise mutually agreed. Meetings should be held at mutually convenient times and ADA accessible locations. 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 ~~Union-Labor~~ Management ~~Communications~~ Committee (UMCCLMC) shall consist of up to five (5) representatives of the Union and up to five (5) representatives of the Employer. Home care workers serving as representatives of the Union as described above shall receive a stipend from the appropriate agency for their time

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1 | spent in ~~UMCC~~-LMC meetings. The parties will be solely responsible for  
2 | determining dispensations, if any, of other expenses of their respective  
3 | representatives and/or resource persons as attendees.

4 | **17.3 Individual Provider Recruitment and Retention**

5 | By January 1, 2016, the Labor Management Committee shall develop a plan to  
6 | increase individual provider recruitment and workforce stability.

7 |  
8 | **ARTICLE 18**

9 | **DUTY TO BARGAIN**

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

15 |  
16 | **ARTICLE 19**

17 | **CONSUMER RIGHTS**

18 | **19.1 Information Regarding Consumers**

19 | This Agreement shall not be interpreted as to require the Employer to release  
20 | confidential personal information regarding any consumer of in-home care  
21 | services to the Union without the written permission of any such consumer.  
22 | Personal information includes, but is not limited to: names, addresses, telephone



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1 numbers, email addresses, any identification numbers including social security  
2 numbers or any other personal information regarding consumers.

3 **19.2 Consumer Confidentiality**

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

9 **19.3 Non-Waiver**

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

16 **19.4 Consumers Not Subject to Grievance Procedure**

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

20





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1 Agreement shall be in full force and effect with respect to all covered hours of  
2 work for such workers described in RCW 74.39A.240.

3 **20.4 Provider Reclassification**

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

7 **20.5 Exclusion**

8 In no event shall any task, type of work or hours of work that are not typically  
9 authorized as personal care under the Employer's Medicaid personal care,  
10 community options program entry system, chore services program, or respite care  
11 program, or respite care or residential services and support to persons with  
12 developmental disabilities under RCW 71A.12 or respite care as defined in RCW  
13 74.13.270, or that would otherwise constitute covered services under Section 20.1  
14 above, be considered covered work or covered hours of work under this  
15 Agreement, and this Agreement shall not be in force and effect with respect to  
16 such work or hours of work.

17 **20.6 Delivery of Quality Home Care Services**

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

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1 **20.7 Changes to the Health Care Delivery System**

2 The parties recognize that during the life of this Agreement important changes  
3 will likely occur in the delivery of long term care, respite care and services and  
4 supports to persons with developmental disabilities, including those changes  
5 mandated by the Affordable Care Act. The Employer agrees to provide timely,  
6 written notice to the Union of any State Medicaid Plan and Medicaid Home and  
7 Community Based Care Waiver Amendments impacting services covered by this  
8 Agreement as well as any changes to the delivery of services covered by this  
9 Agreement, and to fulfill its collective bargaining obligation regarding mandatory  
10 subjects of bargaining.

11  
12 **ARTICLE 21**

13 **HOURS OF WORK**

14 **21.1 Hours of Work when Consumers have Complex Behavioral and Cognitive**  
15 **Issues**

16 Effective September 1, 2007, the Employer shall increase the hours of work for  
17 individual providers working for consumers with complex behavioral and  
18 cognitive issues by:

- 19 A. Introducing a “behavior score” to CARE that will add authorized hours  
20 based upon the frequency and severity of problem behaviors. Each of the  
21 behaviors measured in CARE will be weighted based on severity and  
22 frequency of occurrence and the result will be a “behavior score” between  
23 one (1) and four (4) that will be added to the considerations that determine  
24 the authorization of hours by the CARE tool.



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1 B. Establishing two (2) new classification categories in CARE for extremely  
2 high Activities of Daily Living CARE tool scores. These new  
3 classifications would involve clinically complex care giving and/or care  
4 giving involving moderate to severe cognitive impairments. When  
5 consumers qualify for more than one classification category they will be  
6 placed in the category with the highest base hours.

7  
8 **ARTICLE 22**

9 **RETIREMENT BENEFITS**

10 22.1 Establishment of a Defined Contribution Retirement Benefit Trust

11 The Union and the Employer hereby agree to sponsor and create a joint labor and  
12 management (Taft-Hartley) defined contribution plan and trust fund, effective July 1,  
13 2015. The Employer hereby agrees to fund a portion of the anticipated expenses  
14 needed to create such plan and trust as indicated in paragraph 22.3 herein below.

15 22.2 Contributions to Retirements Trust

16 Effective July 1, 2015, the Employer shall contribute twenty-three cents (\$0.23) per  
17 department paid hour worked by all home care workers covered by this Agreement.  
18 Department-paid hours shall not include consumer participation hours, training hours,  
19 or paid time off.

20 22.3 Development Funding

21 The Employer shall make an initial grant of two hundred thousand dollars (\$200,000)  
22 to fund the infrastructure of the Trust on July 1, 2015.

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1 22.4 Indemnify and Hold Harmless

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

4 **22.1—Intent**

5 ~~It is the intent of the parties to develop a new model of retirement benefits that~~  
6 ~~provides retirement security for home care workers and that manages risk for the~~  
7 ~~Employer and union members. Features of this model shall include secure~~  
8 ~~retirement income for home care workers, mandatory employer and voluntary~~  
9 ~~worker contributions, portability, lifetime retirement benefits, prudent asset~~  
10 ~~investment management, cost effectiveness, joint governance, and effective~~  
11 ~~communication and education. The parties commit to work jointly to develop this~~  
12 ~~model.~~

13 **22.2—Development of a Retirement Benefit Trust**

14 ~~At such time that the parties have negotiated an Employer contribution towards a~~  
15 ~~retirement benefit, the parties shall join a multi-employer Taft Hartley trust for~~  
16 ~~the purpose of providing retirement benefits to unionized home care workers in~~  
17 ~~Washington State. The Employer agrees to become and remain a participating~~  
18 ~~member of the trust.~~

19 **22.3—Development Funding**

20 ~~The Union shall, through its national benefits staff, arrange for research and staff~~  
21 ~~support to the parties to support the joint effort of the parties to develop this new~~  
22 ~~model of retirement benefits.~~

23









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## ARTICLE 25

3

### COMPLETE AGREEMENT

4

**25.1** 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 in 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.

14

15

**25.2** 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.

18

19

20

## ARTICLE 26

21

### TERM OF THE AGREEMENT

22

#### **26.1 Effective Dates**

23

Except for those provisions requiring a legislative appropriation of funds, this Agreement shall go into full effect July 1, ~~2013~~2015, and shall continue in full

24

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1 effect, unless amended by mutual written agreement of the parties, through June  
2 30, ~~2015~~2017. Those provisions requiring a legislative appropriation shall go into  
3 full effect on July 1, ~~2013-2015~~ or as otherwise provided for in this Agreement, if  
4 approved.

5 **26.2 Successor Negotiations**

6 The parties shall begin negotiations for a successor agreement no later than April  
7 1, ~~2014~~2016. If no successor agreement has been reached, or if the legislature has  
8 not approved appropriations required to fund the economic provisions of a  
9 successor agreement as of June 30, ~~2015~~2017, all the terms of this Agreement  
10 shall remain in effect until the effective date of a subsequent agreement, not to  
11 exceed one (1) year from the expiration date of this Agreement.  
12



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Appendix A

CCH	1st Half FY2016	2nd Half FY2016	1st Half FY2017	2nd Half FY17
<b>0-700</b>	\$11.31	\$11.50	\$11.75	\$12.00
701-2000	\$11.56	\$12.00	\$13.00	\$13.40
2001-4000	\$11.71	\$12.20	\$13.20	\$13.60
4001-6000	\$11.89	\$12.40	\$13.40	\$13.80
6001-8000	\$12.03	\$12.60	\$13.60	\$14.00
8001-10000	\$12.20	\$12.80	\$13.80	\$14.20
10001-12000	\$12.36	\$13.00	\$14.00	\$14.40
12001-14000	\$12.53	\$13.20	\$14.20	\$14.60
14001-16000	\$14.78	\$15.00	\$15.00	\$15.25
Above 16000	\$15.03	\$15.15	\$15.15	\$15.40

Tentative Agreement





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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 [Healthcare-775NW](#).

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.

PERC: the Public Employment Relations Commission. A neutral state agency that is charged with the **administration of state collective bargaining laws to ensure the public of quality public services.** [www.perc.wa.gov](http://www.perc.wa.gov).

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

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1

2

**Memorandums Of Understanding**

3

**MEMORANDUM OF UNDERSTANDING**

4

**BETWEEN**

5

**THE STATE OF WASHINGTON**

6

**AND**

7

**SERVICE EMPLOYEES INTERNATIONAL UNION 775**

8

9 The parties agree to pilot program called the Advanced Home Care Aide and Specialist  
10 (AHCAS) Pilot. The intent of the program is to develop and implement a new advanced  
11 skills training track designed for individual providers who support clients who are in the  
12 high-risk/high medical cost category and/or experience behaviors of significant frequency  
13 and intensity based on the criteria set by the department.

14

1. To become an AHCAS IPs must:

15

a. Have a current certified HCA;

16

b. Be working for a client who meets the department's criteria for whose care  
plan identified need for AHCAS skills training;

17

18

c. Successfully complete the AHCAS training and pass the proficiency test.

19

20

2. Notwithstanding the provisions of Article 16- Training, the Department, in  
conjunction with the Training Partnership will develop curriculum that supports  
the role of the AHCAS for the individual providers participating in the program.  
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.

21

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3. For purposes of this pilot project only, individual providers participating in this  
pilot project 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 pilot  
project.

28

29

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32

33

4. Effective July 1, 2015, the Employer shall contribute for this pilot to the  
Partnership one cent (\$0.01) per Department-paid hour worked by all home care



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- 1 workers covered by this Agreement. Effective July 1, 2016, the Employer shall  
2 contribute to the Partnership three cents (\$0.03) per Department-paid hour worked  
3 by all home care workers covered by this Agreement.  
4 5. The provisions of this agreement expire June 30, 2017.  
5 6. Pilot will be implemented with new Payroll system

6

7 For the Employer:

For the Union:

8

9

10 \_\_\_\_\_  
Franklin Plaistowe

\_\_\_\_\_

11

Tentative Agreement

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1 MEMORANDUM OF UNDERSTANDING

2 BETWEEN

3 THE STATE OF WASHINGTON

4 AND

5 SERVICE EMPLOYEES INTERNATIONAL UNION 775

6  
7 As a result of negotiations for the 2015-2017 Collective Bargaining Agreement, the  
8 parties agreed to a provision entitling individual providers required to work more than  
9 forty (40) hours in a workweek to be paid overtime for such additional hours at the rate of  
10 one and half (1.5) times their regular rate of pay. Agreement between the parties that  
11 overtime would be paid for hours worked in excess of forty (40) hours was premised in  
12 part on the State’s ability to take steps it deems necessary to limit the State’s obligation to  
13 pay overtime hours. To facilitate the Employer’s ability to limit the State’s obligation to  
14 pay an overtime rate for hours worked in excess of forty (40) hours, the parties agree to  
15 pursue a change to RCW 74.39A.270(5)(c). Specifically, the RCW 74.39A.270(5)(c)  
16 provides that the consumer retains the “right to assign hours to one or more individual  
17 providers selected by the consumers within the maximum hours determined by his or her  
18 plan of care.” Article 9.4 will not be implemented if there is not a statutory change made  
19 which allows for the State to manage hours on weekly basis.

20  
21 Implementation of Article 9.4 is also based on a new payroll system being in place prior  
22 to July 1, 2015, as per Article 13.1. In the event the new payroll system is not  
23 implemented, the parties will meet to discuss the impacts of the delayed implementation.

24  
25 For the Employer:

For the Union:

26  
27 \_\_\_\_\_  
28 Franklin Plaistowe

\_\_\_\_\_

Adam Glickman



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Tentative Agreement