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## ARTICLE 1

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### RECOGNITION

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

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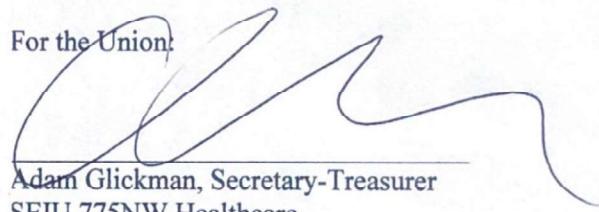
For the State:



Ann Green, Labor Negotiator  
OFM/SHR Labor Relations

16

For the Union:



Adam Glickman, Secretary-Treasurer  
SEIU 775NW Healthcare

## ARTICLE 2

## UNION RIGHTS

### 3 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 OFM/State Human Resources/Labor Relations Section (LRS) 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.

## 10 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.

## **2.3 Access to New Individual Providers during the Contracting Process and Safety and Orientation Trainings**

- 22           A. Both parties mutually agree that union access to contracting should not  
23           create a barrier to individual providers becoming contracted in a timely  
24           manner and/or lead to delays in providing client care.

25           B. The Union will be provided the opportunity to meet with new individual  
26           providers for thirty (30) minutes during the contracting process in non-  
27           public areas. Wherever possible and within existing resources, the

1 Employer and its agents will consolidate contracting appointments into one  
2 (1) or two (2) designated session(s) per week, will consolidate contracting  
3 appointments into group sessions and will inform the Union of the  
4 designated session(s) for each office. In-person meetings between  
5 individual providers and authorized representatives of the Union will not  
6 include the Employer or its agents.

7 C. Wherever possible and within existing resources, the Employer's offices  
8 that are co-located within the same building with other agencies and  
9 contractors of the Employer that have less than an average of seven (7)  
10 individual providers per office contracted per week shall:

- 11 1. Consolidate all contracting into one (1) office at the Employer's  
12 discretion, or
- 13 2. Share contracting responsibilities among the offices so that no one  
14 (1) office is hosting contracting appointments more than once per  
15 week.

16 D. The Employer will make every effort to consolidate in accordance with  
17 Subsection 2.3 A-C. The parties may mutually agree to have more than two  
18 (2) sessions to meet the demand however, the final decision regarding  
19 consolidation is determined by the Employer.

20 E. Individual providers will not be required to meet with Union representatives  
21 and will not suffer discrimination or retaliation as a result of their choice to  
22 meet or not to meet. The Employer and their agents will remain neutral, and  
23 will not either encourage individual providers to meet or discourage them  
24 from meeting with Union representatives.

25 F. In some cases, various circumstances such as scheduling conflicts, rural  
26 locations, emergent client needs or unanticipated matters require  
27 contracting appointments outside of the designated session(s) for a

1           particular office. In these exceptional circumstances the State will, on a  
2           weekly basis, provide a list to the Union of contracted individual providers  
3           that did not attend contracting appointments during designated session(s).  
4           The Employer will provide this list through a mutually agreed-upon secure  
5           method.

6           G.       The parties agree to use and expand telephonic and/or video conferencing  
7           in offices where such interfacing could be feasible to facilitate union access.

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

13          **2.4      Union Bulletin Boards**

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

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

1   **2.5   Websites**

2           Websites maintained by the Employer that individual providers might reasonably  
3           access to seek employment-related information shall contain a link to the Union's  
4           website, provided that the link is in compliance with RCW 42.52.

5   **2.6   Orientation Materials Provided by Employer**

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

12   **2.7   Access to Pay Envelopes**

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

- 15       A.     The Union shall provide such materials to the Department no later than  
16           thirty (30) calendar days prior to the first day upon which the Union requests  
17           that the materials be included in pay envelopes mailed to individual  
18           providers.
- 19       B.     Except by consent of the Employer, the size and weight of such materials  
20           to be included in the pay envelopes for any pay period shall not exceed two  
21           (2) pieces of printed materials, one (1) of which may be no larger than eight  
22           and one-half inches by eleven inches (8.5"x11") and no heavier than twenty  
23           pound (20 lb.) weight, and the other of which may be a pre-printed number  
24           ten (#10) or smaller return envelope of standard weight.
- 25       C.     The subject matters and contents of any materials provided shall be in  
26           conformance with RCW 42.52.

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

3           E. When feasible, the Employer shall provide the Union at least fourteen (14)  
4           days advance notice prior to sending a mail communication to the entire  
5           individual provider group or any subgroup of at least one-thousand (1,000)  
6           providers. In the event fourteen (14) days advance notice is not feasible, the  
7           Employer will send the notice to the Union as soon as possible, but at a  
8           minimum, at the same time the notice is sent to the entire individual  
9           provider group or subgroup of at least one-thousand (1,000) providers.

10          **2.8 Union Communications through Payroll Website**

11          A. Link to Union Website

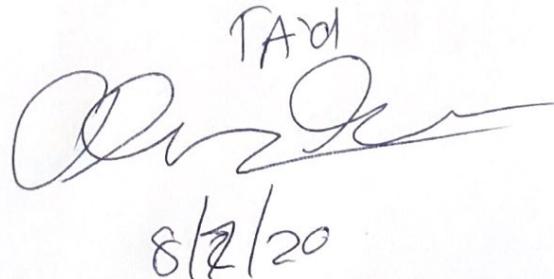
12           The Employer shall display a link to the Union website on the opening  
13           webpage of the online payroll website. The landing page for the Union  
14           website link supplied on the payroll website must be in compliance with  
15           RCW 45.52.

16          B. Notification of Message from Union

17           When a home care worker logs into the payroll website, the initial screen  
18           will include a notification of new message(s) from the Union. The  
19           notification box on the initial page shall be sufficient to provide detail of  
20           sender and subject of the message. The subject matter and content of the  
21           notification message shall be in conformance with Chapter RCW 42.52. The  
22           Union shall provide materials to be included in the notification message no  
23           later than twenty-one (21) days prior to the day the notification will be sent.



08/07/2020



DAJ  
David J. Johnson  
8/7/20

## ARTICLE 3

## **EMPLOYER RIGHTS**

3      3.1 It is understood and agreed by the parties that the Employer has core management  
4      rights. Except to the extent modified by this Agreement, the Employer reserves  
5      exclusively all the inherent rights and authority to manage and operate its facilities  
6      and programs. The parties agree that all rights not specifically granted in this  
7      Agreement are reserved solely to the Employer and the Employer has the right to  
8      decide and implement its decisions regarding such management rights. The wages,  
9      benefits, hours, and working conditions of bargaining unit members shall continue  
10     to be mandatory subjects of bargaining between the parties and as provided in  
11     Article 17, Duty to Bargain.

### **12 3.2 Rights Reserved to the Employer**

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

- 16           A. To operate so as to carry out the statutory mandate of the Employer.

17           B. To establish the Employer's missions, programs, objectives, activities and

18           priorities within the statutory mandates.

19           C. To plan, direct and control the use of resources, including all aspects of the

20           budget, in order to achieve the Employer's missions, programs, objectives,

21           activities and priorities; however, this paragraph shall not be interpreted to

22           limit the Union's right to advocate for budget allocations that may be

23           different from what the Employer may propose.

24           D. To manage, direct and control all of the Employer's activities to deliver

25           programs and services.

- 1        E. To develop, modify and administer policies, procedures, rules and  
2              regulations and determine the methods and means by which operations are  
3              to be carried out.
- 4        F. To establish qualifications of individual providers and reasonable standards  
5              of accountability except as otherwise limited by this Agreement under  
6              Article 15, Training.
- 7        G. To make and execute contracts and all other instruments necessary or  
8              convenient for the performance of the Employer's duties or exercise of the  
9              Employer's powers, including contracts with public and private agencies,  
10             organizations or corporations and individuals to pay them for services  
11             rendered or furnished.
- 12       H. To develop the means and processes necessary for the establishment of a  
13             referral registry of individual providers and prospective individual  
14             providers.
- 15       I. To determine the management organization, including recruitment,  
16             selection, retention and promotion to positions not otherwise covered by  
17             this Agreement.
- 18       J. To extend, limit or contract out any or all services and/or programs of the  
19             Employer except as otherwise limited under Article 17, Duty to Bargain  
20             (specific to contracting out of bargaining unit work) and Article 28  
21             Successorship.
- 22       K. To take whatever actions the Employer deems necessary to carry out  
23             services in an emergency. The Employer shall be the sole determiner as to  
24             the existence of an emergency in keeping with a reasonable and prudent  
25             standard.

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

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

7        N. To maintain and promote the efficiency of public operations entrusted to the  
8                  Employer.

9        **3.3** The above enumerations of Employer rights are not inclusive and do not exclude  
10                  other Employer rights not specified, including but not limited to those duties,  
11                  obligations or authority provided under RCW 74.39A.250 through  
12                  RCW 74.39A.280 and to the extent not otherwise expressly limited by this  
13                  Agreement. The exercise or non-exercise of rights retained by the Employer shall  
14                  not be construed to mean that any right of the Employer is waived.

15        **3.4** No action taken by the Employer with respect to a management right shall be  
16                  subject to a grievance or arbitration procedure or collateral action/suit, unless the  
17                  exercise thereof violates an express written provision of this Agreement.

18        **3.5 Fulfillment of Statutory Obligation**

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

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

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

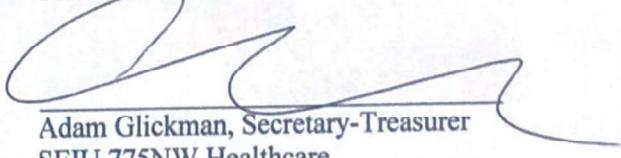
2021-23 SEIU 775 Home Care  
June 8, 2020  
Page 4 of 4  
**Tentative Agreement**

For the State:

  
Ann Green, Labor Negotiator  
OFM/SHR Labor Relations

1

For the Union:

  
Adam Glickman, Secretary-Treasurer  
SEIU 775NW Healthcare

SEIU 775 – State of Washington  
2021-2023 CBA Negotiations  
August 6, 2020  
CURRENT CONTRACT LANGUAGE

## ARTICLE 4

### UNION MEMBERSHIP AND DEDUCTION OF DUES, CONTRIBUTIONS AND FEES

#### 4.1 Union Membership and Deduction of Dues and Fees

- A. Upon proper authorization by a home care worker of the Union for dues deduction in accordance with [RCW 41.56.113\(1\)\(a\)](#), the State as payor, but not as the employer, shall cause the appropriate entity or agency to deduct the amount of dues from each home care worker's payment for services (paycheck, direct deposit or debit card).
- B. By the 10<sup>th</sup> of each month the Employer will send the Union the 05 interface file including name, address, social security number and provider number for all workers with authorized hours for the month. The Union will provide a nightly file to the Employer containing which home care workers have affirmatively authorized dues deductions in accordance with [RCW 41.56.113\(1\)\(a\)](#). 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 State 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 interface 02 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.

#### 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.

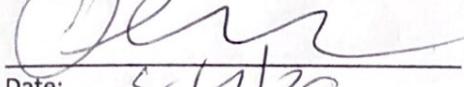
#### 4.3 Implementation Costs

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

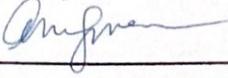
*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:

  
Date: 8/11/20

For the Employer:

  
Date: 08/07/2020

SEIU 775 – State of Washington  
2021-2023 CBA Negotiations  
August 6, 2020  
CURRENT CONTRACT LANGUAGE

the Employer.

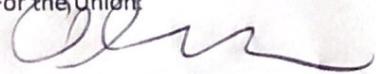
**4.4 Indemnify and Hold Harmless**

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.

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

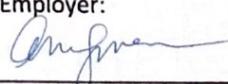
For the Union:



Date:

8/7/20

For the Employer:



Date:

08/07/2020

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION 775**

The parties agree that collective bargaining establishes orderly and consistent channels for communication and decision-making, ensures efficient and uninterrupted service and minimizes discord between labor and management. The parties also agree that collective bargaining within the Individual Provider bargaining unit has resulted in higher quality care and a more stable workforce to the benefit of caregivers, clients and the public.

In the event circumstances change such that the Union is significantly hampered in carrying out its duty to fairly and adequately advocate for the interests of all of the members of the bargaining unit, the parties agree that the Union shall have the right to re-open Article 4.1 for the purpose of discussing potential changes to mitigate the situation, consistent with applicable law.

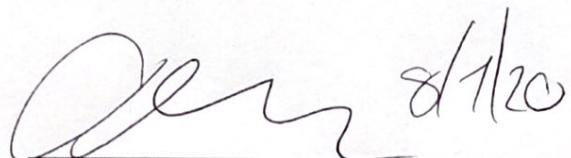
The parties also recognize that there is ongoing litigation regarding the process for collecting union dues as currently set forth in Article 4 of the agreement between the State and Union. In the event that, during the 2021-2023 Collective Bargaining Agreement between the parties, a ruling by a court of competent jurisdiction invalidates any or all of Article 4.1, pursuant to Article 23.2, the parties shall promptly meet to negotiate a substitute provision.

For the Employer



\_\_\_\_\_  
08/07/2020

For the Union

  
d/1/20

## ARTICLE 5

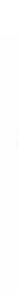
## BARGAINING UNIT INFORMATION

### **3 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 basis in accordance with the following:

A. File 1, which shall contain the following:

1. 9-digit ProviderOne ID number
  2. First name
  3. Middle name
  4. Last name
  5. Social security number
  6. Home phone number (All telephone numbers shall conform to the  
'(xxx) xxx-xxxx' format.)
  7. Wireless telephone number (All telephone numbers shall conform  
to the '(xxx) xxx-xxxx' format.)
  8. Address Type
  9. Address 1
  10. Address 2
  11. Address 3
  12. City

- 1                   13. 
- 2                   14. Zip
- 3                   15.  Start Date
- 4                   16.  mail 
- 5                   17.
- 6                   18. 
- 7                   19.  status
- 8                   20.  language
- 9                   21. Hire date (Hire date shall be defined as the first date the home care worker was authorized to start work.)
- 10                  22. Termination date (If multiple termination dates exist, the last termination date will be provided.)
- 11                  23. Reason for termination (whether termination is for convenience or default as stipulated in the Individual Provider Client Service Contract).
- 12                  16. B. File 2, which shall contain the following:
- 13                  Information as to each individual in the bargaining unit for each service provided, for each client, totaled by pay period, for each pay period in the periods covered by the dues payment remitted to the Union:
- 14                  20. 1. 9-digit ProviderOne ID number
- 15                  21. 2. First name
- 16                  22. 3. Middle name

- 1                   13. State
- 2                   14. Zip
- 3                   15. Address Start Date
- 4                   16. Electronic mail addresses
- 5                   17. Date of birth
- 6                   18. Gender
- 7                   19. Marital status
- 8                   20. Primary preferred language
- 9                   21. Hire date (Hire date shall be defined as the first date the home care worker was authorized to start work.)
- 10                  22. Termination date (If multiple termination dates exist, the last termination date will be provided.)
- 11                  23. Reason for termination (whether termination is for convenience or default as stipulated in the Individual Provider Client Service Contract).
- 16                  B. File 2, which shall contain the following:
  - 17                  Information as to each individual in the bargaining unit for each service provided, for each client, totaled by pay period, for each pay period in the periods covered by the dues payment remitted to the Union:
  - 20                  I. 9-digit ProviderOne ID number
  - 21                  2. First name
  - 22                  3. Middle name

- |    |   |
|----|---|
| 1  | 4. Last name  |
| 2  | 5. Voluntary deduction type(s), <u>including deduction and remittances to</u> |
| 3  | <u>the Health Benefits Trust or its agent.</u>                                |
| 4  | 6. Voluntary deduction amount(s)  |
| 5  | 7. Union dues deduction amount  |
| 6  | 8. Wage rate  |
| 7  | 9. Certification Differential rate  |
| 8  | 10. Advanced Training Differential rate                                       |
| 9  | 11. Pay period start date   |
| 10 | 12. Pay period end date   |
| 11 | 13. Month of Service  |
| 12 | 14. Units worked  |
| 13 | 15. Units Type  |
| 14 | 16. Service code  |
| 15 | 17. Service description   |
| 16 | 18. RAC   |
| 17 | 19. RAC name  |
| 18 | 20. Gross pay   |
| 19 | 21. <u>Amount paid</u> <u>Net paid</u>  |
| 20 | 22. Union member type   |

- 1           23. Paid time off hours paid
- 2           24. Paid time off hours forfeited
- 3           25. Paid time off hours balance (rolling total should include the hours  
4           earned/used/forfeited on each row).
- 5           26. Cumulative lifetime hours worked as an individual provider (CCH  
6           balance – rolling total should include the hours worked on each  
7           row).
- 8           27. Caseworker identification number
- 9           28. Caseworker reporting unit
- 10          29. Reporting unit
- 11          30. Relationship to consumer employer (including whether or not the  
12           home care worker is a family member as defined by  
13           [RCW 74.39A.076\(1\)](#), and any additional details regarding family  
14           relationship between the home care worker and the client collected  
15           by the State).
- 16          31. Check Date
- 17          32. RA Number
- 18          C. File 3, which shall contain the “Union Remittance Advice Report,” shall  
19           contain the following:
- 20          1. 9-digit ProviderOne ID Number
- 21          2. First Name
- 22          3. Middle name

- 1           4. Last name
- 2           5. Social Security Number
- 3           6. Service Year
- 4           7. Service Month
- 5           8. Dues Deduction Amount
- 6           9. Voluntary Deduction Amount
- 7           10. Dept Paid Hours
- 8           11. Service Hours
- 9           D. The data in File 1,and File 2and File 3 shall be complete.
- 10          E.D. The data in File 1,and File 2and File 3 shall cover the same time period as  
11           the dues payment remitted to the Union.
- 12          F.E. The sum of the individual union dues deduction amounts in File 2 shall  
13           exactly match the amount of the dues payment remitted to the Union. The  
14           sum of the voluntary deduction amounts in File 2 shall exactly match the  
15           amount of the voluntary deduction payment(s) remitted to the Union.
- 16          G.F. DSHS shall provide File 1,and File 2 and File 3 for each payroll reporting  
17           period monthly.
- 18          H.G. Where an Individual Provider provides multiple different services and/or  
19           provides services to multiple different clients, individual records per service  
20           per client shall be generated. The Individual Provider's identifying  
21           information shall be consistent across these records.
- 22          I.H. Voluntary deductions shall be reported according to the format and/or file  
23           layout mutually agreed upon for File 2. If an Individual Provider has a

1 record in File 2, that Individual Provider shall have a corresponding record  
2 in File 1.

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

5 KJ. Subject to the data share and confidentiality agreement executed by the  
6 parties, the Individual Provider's social security number will be sent in a  
7 secure electronic format.

8 LK. The employer will collect and provide the Union with the information listed  
9 below on a daily basis:

10 1. IPOne Number (nine-digit)9-digit ProviderOne ID Number

11 2. Full Name

12 3. Mailing Address 1

13 4. Mailing Address 2

14 5. City

15 6. State

16 7. Zip

17 8. Telephone number

18 96. Partial-Social Security Number

19 107. Standard

20 118. Standard tracking date

21 9. 12. Reporting unit that IP is assigned to

22 1340. Adult child

23 144. Adult child tracking date

24 152. Parent Provider DDD

25 16. Parent Provider DDD tracking date

26 1743. Parent provider non DDD

27 1844. Parent provider non DDD tracking date

28 1945. Limited hours

- 1       2046. Limited hours tracking date
- 2       2147. Safety and orientation
- 3       2248. Safety and orientation tracking date
- 4       2349. Authorization termination flag
- 5       2420. Respite
- 6       2541. Respite tracking date
- 7       262. Email

8    **5.2**    A.   The Employer shall collect and provide payroll information about each  
9           member of the bargaining unit to the Union once a month after the previous  
10          month's payroll has finished processing. This information will be  
11          transmitted to the Union electronically in a mutually agreed upon format.

12       This Interface 05 file information will include:

- 13       1.     Provider ID 9-digit ProviderOne ID Number
- 14       2.     Social Security Number
- 15       3.     First name
- 16       4.     Middle Initial
- 17       5.     Last name
- 18       6.     Record Type
- 19       7.     Trust Code
- 20       8.     Addresses (both physical and mail)
- 21       9.     Phone
- 22       10.    Span hours authorized
- 23       11.    Service Year
- 24       127.    Service Month
- 25       138.    Service Date (yyyy-mm-dd)
- 26       149.    Service Hours
- 27       15.    Service code
- 28       16.    Service code modifier
- 29       17.    Service code description
- 30       18.    Hours code

- 1           190. Dues Deduction
- 2           20-J. All other Voluntary Deductions
- 3           21P-. Pay Rate
- 4           22+. Gross Pay
- 5           2H-#. Date to be Paid
- 6           "41: Method of Pay (paycheck)

7           B. By the 10<sup>th</sup> of each month the Employer will send the Union the 05 interface  
8           file including name, address, social security number and provider number  
9           for all workers with authorized hours for the month.

10       **5.3 Privacy**

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

14       The residential addresses, residential telephone numbers, personal wireless  
15       telephone numbers, personal electronic mail addresses, social security numbers,  
16       and emergency contact information of individual provider home care workers as  
17       defined in RCW 74.39A.240 and the names, dates of birth, residential addresses,  
18       residential telephone numbers, personal wireless telephone numbers, personal  
19       electronic mail addresses, social security numbers, and emergency contact  
20       information of dependents of individual provider home care workers as defined in  
21       RCW 74.39A.240, which may be held by the Employer in personnel records, public  
22       employment related records, or volunteer rosters, or are included in any mailing list  
23       of individual provider home care workers as defined in RCW 74.39A.240.

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



08/07/2020



Dennis O'Brien  
8/7/20

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## ARTICLE 6

2

### PRODUCTION OF AGREEMENT

- 3     **6.1** The Union and the Employer shall jointly share the costs of producing and printing  
4         this Agreement in sufficient quantities for distribution to the members of the  
5         bargaining unit, and of translating it in up to ten (10) languages (other than English)  
6         most commonly spoken among members of the bargaining unit as determined by  
7         the Union, provided that the cost to the Employer shall not exceed eighty thousand  
8         dollars (\$80,000) during the life of this Agreement. Any costs over and above  
9         eighty thousand dollars (\$80,000) shall be borne exclusively by the Union.
- 10    **6.2** In addition to the actual text of the Agreement and by mutual agreement of the  
11         parties, the printed copy of the Agreement may contain introductory statements,  
12         highlights, or graphics included for the purposes of making the Agreement easier  
13         to understand and in order to provide the information most important to home care  
14         workers (such as their wage scales, benefits, and rights) in an easily-accessible,  
15         user-friendly format.
- 16    **6.3** Regarding the production of the Agreement in languages other than English and the  
17         inclusion of introductory statements, highlights, or graphics, the parties agree that  
18         all disputes regarding the interpretation or application of this Agreement shall be  
19         determined based solely on the original English-language Agreement signed by the  
20         parties, and not upon any other language version or upon any introductory  
21         statements, highlights, or graphics.
- 22    **6.4** To the extent that the Union incurs costs associated with this Article prior to the  
23         effective date of this Agreement and not exceeding eighty thousand dollars  
24         (\$80,000), those costs shall be agreed upon and reimbursed by the Employer on or  
25         immediately after the effective date of this Agreement.

26

2021-23 SEIU 775 Home Care  
June 8, 2020  
Page 2 of 2  
**Tentative Agreement**

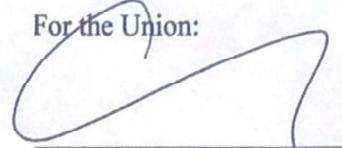
For the State:



Ann Green, Labor Negotiator  
OFM/SHR Labor Relations

1

For the Union:



Adam Glickman, Secretary-Treasurer  
SEIU 775NW Healthcare

1                           **ARTICLE 7**

2                           **GRIEVANCE AND DISPUTE RESOLUTION**

3     **7.1 Dispute Resolution Philosophy**

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

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

12    **7.2 Grievance Definition**

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

15    **7.3 Grievance/Dispute Resolution Procedure**

16         Step 1. Informal Resolution

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

19         Upon the hiring of the first Individual Provider, the Consumer Directed Employer  
20         shall provide the Union with the contact information of their designated  
21         representatives for informal resolution.

22         For grievances related to the Employer's payroll system, the Union shall have up  
23         to forty-five (45) calendar days from the alleged violation, or up to forty five (45)  
24         calendar days from when the home care worker or the Union could reasonably have  
25         been aware of the incident or occurrence giving rise to the grievance, to engage in  
26         the informal process. If the issue is not resolved informally, and/or remedies are not  
27         granted, the Union shall have thirty (30) additional calendar days to submit a  
28         written grievance, in accordance with Step 2 of Article 7.3.

1       Step 2. Written Grievance

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

6       The written grievance shall be submitted to the Employer within thirty (30)  
7       calendar days of the occurrence of the alleged violation or within thirty (30)  
8       calendar days of when the home care worker or the Union could reasonably have  
9       been aware of the incident or occurrence giving rise to the grievance. Individual  
10      Provider grievances shall be ~~The written grievance shall be~~ submitted by email to  
11      [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov). Grievances as a result of employment or actions with  
12      the Consumer Directed Employer will be processed with the contact information  
13      provided in Step 1.

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

22      Step 3. (Optional) Mediation

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

1 to mediate the dispute. If the party receiving the request does not agree to mediate  
2 the dispute, the Union may, within fourteen (14) calendar days of the email  
3 notification of the decision not to mediate, proceed to Step 4, Arbitration.

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

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

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

16 Step 4. Arbitration

17 If the grievance is not settled at Step 2 or 3, it may, within the time frames noted  
18 above, be referred by the Union to final and binding arbitration. The arbitrator shall  
19 be mutually agreed upon by the parties, within thirty (30) calendar days of the  
20 request for arbitration, or, upon failure to agree upon an arbitrator, the Union shall,  
21 within forty-five (45) calendar days of the original request for arbitration, request a  
22 list of seven (7) arbitrators from the American Arbitration Association (AAA) or  
23 the Federal Mediation and Conciliation Service (FMCS). The parties shall select an  
24 arbitrator within fourteen (14) calendar days of receiving the list by alternately  
25 striking names from the list of seven (7) arbitrators. A coin toss shall determine  
26 which party shall first strike.

27 The award of the arbitrator shall be final and binding upon both parties. The parties  
28 shall each pay one-half (1/2) the costs of the arbitration, including the fees of the

1 arbitrator and the proceeding itself, but not including the costs of representation,  
2 advocacy, or witnesses for either party. The arbitrator shall have no power to add  
3 to, subtract from, or change any of the terms or provisions of this Agreement.

4 **7.4 Time Limitations**

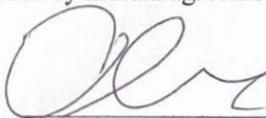
5 The parties agree that the time limitations provided in this Article are essential to  
6 the prompt and orderly resolution of any grievance, and that each will abide by the  
7 time limitations. To this end, grievances must be processed within the periods of  
8 time specified above. Days are calendar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

16   
17 \_\_\_\_\_

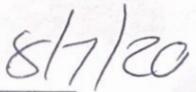
18 State

08/07/2020

Date



Union

  
8/7/20

Date

19

1                                   **ARTICLE 8**  
2                                   **COMPENSATION**

3           **8.1   Wages**

4                                   Effective July 1, 20192021, current home care workers will be placed on a step  
5                                   commensurate with their IP hours of work retroactively calculated to July 1, 2005.  
6                                   In addition, effective July 1, 2022, all home care workers will be placed on a step  
7                                   that also includes their verifiable hours of work as a Medicaid-contracted home care  
8                                   agency direct care worker retroactively calculated to July 1, 2017. IPs who wish to  
9                                   receive credit for their home care agency direct care work must produce, within  
10                                  sixty (60) days of signing their individual contract with the employer, a letter from  
11                                  their other employer(s) or employer-provided payroll records verifying direct in-  
12                                  home care hours worked since July 1, 2017. Providers who are already working as  
13                                  IPs but were never given credit for their home care agency experience may submit,  
14                                  by May 1, 2022, a letter from their previous employer(s) or employer-provided  
15                                  payroll records verifying direct in-home care hours worked since July 1, 2017.

16                                  Bargaining unit home care workers will be paid according to the wage scales found  
17                                  in Appendix A. During the life of this Agreement wages shall be adjusted upward  
18                                  for each home care worker based upon accumulation of hours not including time  
19                                  spent as mentors pursuant to Section 8.2. All home care workers shall be paid  
20                                  strictly on an hourly basis. Except as modified by this Agreement, all home care  
21                                  workers shall be paid strictly according to the wage scales. Any non-hourly  
22                                  payment arrangements, or arrangements to pay any home care worker according to  
23                                  any other rate than the rates contained in Appendix A, are hereby void.

24           **8.2   Certification Differentials and Mentor, Preceptor, and Trainer Pay**

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

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 (as set forth in Training Partnership curriculum) shall be paid an additional  
4 twenty-five cents (\$0.25) per hour differential to their regular hourly wage rate.  
5 This advanced training differential stacks on top of the certification differential  
6 described above (e.g., an employee who has completed the home care certification  
7 and the advanced training requirements shall be paid fifty cents [\$0.50] above their  
8 regular hourly wage rate).

9 **8.3 Mileage Reimbursement**

10 Home care workers shall be compensated when the IP drives their personal vehicles  
11 to provide services to their consumers (such as essential shopping and travel to  
12 medical services) authorized under the care or service plans. Such compensation  
13 shall be paid on a per-mile-driven basis at the standard mileage rate recognized by  
14 the Internal Revenue Service up to a maximum of one-hundred (100) miles per  
15 month per consumer.

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

21 **8.4 Advanced Home Care Aide Specialist (AHCAS) And Advanced Behavioral  
22 Home Care Aide Specialist (ABHCAS) Differential**

23 Individual providers with a valid Home Care Aide certification or who are exempt  
24 from certification under [RCW 18.88B.041](#)(1)(a)(i)(A) or (B) or [RCW 18.88B.041](#)  
25 (1)(c) and have completed seventy (70) hours of basic training, or advanced training  
26 provided by the Training Partnership and complete the advanced training described  
27 in the [Article 15.11](#) or [Article 15.12](#) shall be paid an additional seventy five cents  
28 (\$0.75) per hour differential added to their regular hourly wage rate. This AHCAS

1 or ABHCAS differential stacks on top of the certification differential described in  
2 [Section 8.2](#), if applicable, and the advanced training differential in [Section 8.2](#).

3 **8.5 Administrative Time**

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

## ARTICLE 9

### COMPREHENSIVE HEALTH CARE BENEFITS

#### 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.

#### 9.2 Contributions

Effective July 1, 2021, the Employer shall contribute three dollars and seventy-nine cents (\$3.79) per Department-paid hour worked by all home care workers covered by this Agreement to the Trust, two and one-half cents (\$.025) of which may be used for a Health and Safety Benefit. Effective July 1, 2022, the Employer shall contribute three dollars and ninety-eight (\$3.98) per Department-paid hour worked by all home care workers covered by this Agreement to the Trust, two and one-half cents (\$.025) of which shall be used for a Health and Safety Benefit. Department-paid hours shall not include administrative time in [Section 8.5](#), consumer participation hours, training hours, paid time off or vacations.

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

Eligibility for health care benefits shall be determined solely by the Board of Trustees. Contributions for the Health and Safety Benefit will be paid to the Trust, which will administer any program established with these funds. The use of the

1 negotiator funds for health and safety will be determined by the Board of Trustees  
2 of the Health Benefits Trust.

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

8 **9.3 Payroll Deductions**

9 With adequate advance notice of no fewer than thirty (30) days, the Employer shall  
10 perform any such premium-share payroll deductions as directed by the Trust and as  
11 authorized by any home care worker. Initial and ongoing computer programming  
12 and operation costs associated with the implementation of this Article shall be paid  
13 by the Employer in accordance with [Section 12.6](#).

14 **9.4 Purpose of Trust**

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

19 **9.5 Trust Agreement**

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

1    **9.6    Indemnify and Hold Harmless**

2    The Trust shall be the policy holder of any insurance plan or health care coverage  
3    plan offered by and through the Trust. As the policy holder, the Trust shall  
4    indemnify and hold harmless from liability the Employer from any claims by  
5    beneficiaries, health care providers, vendors, insurance carriers or home care  
6    workers covered under this Agreement that relates to the benefits provided by the  
7    Trust of the Trust's actions.

1

## ARTICLE 10

2

### WORKER'S COMPENSATION

3     **10.1 Worker's Compensation Coverage**

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

7     **10.2 Worker's Compensation Premiums**

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

14     **10.3 Third-Party Administrator**

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

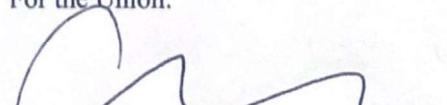
For the State:



Ann Green, Labor Negotiator  
OFM/SHR Labor Relations

20

For the Union:



Adam Glickman, Secretary-Treasurer  
SEIU 775NW Healthcare

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## ARTICLE 11

2

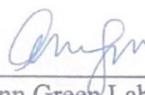
### PAID TIME OFF

3     **11.1 Accrual**

4     Home care workers shall be eligible for paid time off (PTO). Effective July 1,  
5     20192021, accrual of PTO shall be one (1) hour of PTO for every twenty-five (25)  
6     hours worked and shall cap at one-hundred and twentythirty-(1320) hours.

7

For the Employer:

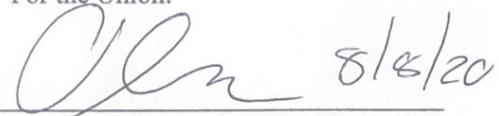


08/08/2020

8

Ann Green Labor Negotiator

For the Union:



Adam Glickman, Secretary-Treasurer

1                   **ARTICLE 12**

2                   **PAYROLL, ELECTRONIC DEPOSIT AND TAX WITHHOLDING**

3     **12.1 Payroll System Implementation**

4     The Payroll System will, at a minimum, be capable of collecting and reporting  
5     demographic data, including, but not limited to, information outlined in Article 5,  
6     Bargaining Unit Information; calculating and applying variable wage rates;  
7     combining several consumers' service hours in a single payment; adding and  
8     editing deductions at variable levels for health care premiums, Taft-Hartley fund  
9     contributions, taxes, union deductions, wage garnishments, and other purposes.and  
10    processing and remitting deducted or garnished funds to the appropriate party;  
11    providing for fax, web-based and mobile device application reporting of hours;  
12    providing for direct deposit into multiple bank or other financial institution  
13    accounts; and, upon reasonable notice, providing a reasonable level of ease and  
14    cost-control in making changes to fields and/or records for individual or system-  
15    wide payments and deductions with no significant additional cost to the Employer.

16    **12.2 Payroll System Payment Timelines**

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

28    The Employer will notify an individual provider, via the contact information  
29    provided, within forty-eight (48) hours of processing a timesheet if there is a

1 problem with how the individual provider is reporting their hours. If the individual  
2 provider corrects the error prior to the payroll cutoff date for the pay period, they  
3 will be paid within that pay period. Individual provider initiated changes made to a  
4 timesheet after the published cutoff and changes to individual provider or client  
5 eligibility that impact payment are not subject to these timelines.

6 [NOTE: The language of Article 12.2 below will become effective upon  
7 implementation of the Consumer Directed Employer (CDE) for an IP.]

8 **12.2 Payroll System Payment Timelines**

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

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

21 **12.3 Timely and Accurate Payment**

22 Home care workers shall be entitled to receive timely and accurate payment for  
23 services authorized and rendered. To promote a timely and accurate payroll system,  
24 the Employer and the Union shall work together to identify causes and solutions to  
25 problems resulting in late, lost or inaccurate paychecks and similar issues. The  
26 parties acknowledge the time necessary to correct errors in payments depends on  
27 the underlying nature of the error. The Employer shall identify causes and solutions  
28 to problems within a reasonable period of time but in no event more than five (5)  
29 business days from when the problem was reported.

1 Once the cause of the error has been identified, payment will be made as soon as  
2 possible but no later than ten (10) business days. The Union and the Employer agree  
3 to utilize the current electronic process through which complaints can be escalated,  
4 documented and resolved.

5 **12.4 Late Payment Fees**

6 The parties agree to follow the guidelines for late or inaccurate payment remedies  
7 established in the "Global Remedies Agreement" between the State of  
8 Washington and the Union, as in effect on July 1, 2020.

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10 **12.54 Electronic Deposit or Debit Card**

11 Home care workers shall have the right to authorize electronic deposit into their  
12 designated account or debit card for any payment issued to them for services or  
13 other reimbursement. Debit cards will be sent to the providers within four (4)  
14 business days of the request and will be capable of being activated upon receipt.

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15 **12.65 Tax Withholding**

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

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

23 **12.76 Changes to Payroll and Payment Systems**

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

1   **12.87 Quality Assurance Metrics for IPOne**

2         The Labor Management Committee shall discuss and review the performance of  
3         the IPOne customer call center.

4   **12.98 Payroll System Outreach and Education**

5         During the life of this agreement, the Employer will provide general  
6         communication to IPs including, but not limited to, claiming PTO and Continuing  
7         Education (CE) hours.

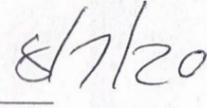
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## ARTICLE 13

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### NO DISCRIMINATION

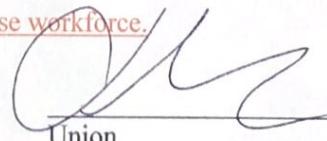
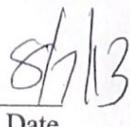
3     **13.1** The Union and the Employer are mutually committed to a policy of  
4         nondiscrimination. The Employer shall not discriminate with respect to wages,  
5         hours, or terms and conditions of employment as provided for in this Agreement on  
6         the basis of race, color, physical and/or mental disability, being a victim of domestic  
7         violence, sexual assault or stalking, marital status, national origin, ancestry, gender  
8         identity, gender expression, sex, sexual orientation, age, political belief, faith,  
9         veterans status, citizenship status, union membership and activities and in keeping  
10        with applicable federal, state or local law.

11     **13.2** This Article shall not be construed as otherwise limiting or impeding the statutory  
12        right of consumers and prospective consumers to select, hire, supervise the work  
13        of, and terminate any home care worker providing services to them as provided  
14        pursuant to RCW 74.39A.270(4). Nor shall it be interpreted so as to prevent the  
15        referral registry from making referrals on the basis of bona fide job-related skills  
16        (e.g. language fluency or the physical ability to lift and transfer a consumer) or  
17        legitimate consumer preferences such as gender.

18     **13.3** The Employer embraces the goal of creating equal employment opportunities and  
19       affirmative recruitment to ensure a diverse workforce.

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21     State

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## ARTICLE 14

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### REFERRAL REGISTRY

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#### **14.1 Eligibility for State-Run Referral Registry**

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Any member of the bargaining unit who is seeking new consumers or additional hours, and who has completed the legally required amount of training or other training as may be determined by the Department of Social and Health Services, and who has successfully cleared a criminal background check, shall be eligible for listing on any referral registry operated by the Employer, its agencies, contractors and/or subcontractors. The Employer retains all rights not otherwise modified herein and shall be the sole determiner of eligibility requirements for all others who participate in the referral registry system.

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#### **14.2 Seniority Preference for State-Run Referral Registry**

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Where consumer choice factors are equal, seniority shall prevail in determining the order of referral on any referral registry operated by the Employer.

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Due to language requirements and/or consumer preference factors, the registry may bypass a senior home care worker who, by virtue of seniority would be referred to a particular consumer. In such cases, the referral will be given to the most senior available home care worker who can satisfy language requirements and/or the consumer preference. Additionally, in such cases the Employer shall give the bypassed home care worker the next opportunity for referral for additional work, subject to the provisions of this Section.

22

23

This Section shall not prevent the Employer from making multiple worker referrals to the same consumer, so long as referrals are made in seniority order.

24

#### **14.3 Removal from the State-Run Referral Registry**

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Once a worker is listed on the registry, they may only be removed from the registry for the following reasons:

- 1        A. Upon request, a worker is removed from the referral registry because they  
2                  are not seeking additional referrals from the registry; or
  
- 3        B. Upon request, a worker is temporarily removed from active status on the  
4                  registry because they are not seeking additional referrals or more consumer  
5                  hours on a temporary basis; or
  
- 6        C. A worker has worked no hours as an individual provider for twelve (12) or  
7                  more consecutive months; or
  
- 8        D. For just cause, including the failure of an individual provider to meet the  
9                  requirements set forth in [RCW 74.39A.250](#)(1) or pursuant to  
10                 [RCW 74.39A.250](#)(2), after a worker commits misfeasance or malfeasance  
11                 in the performance of duties as an individual provider; or
  
- 12       E. When a worker does not respond to three (3) consecutive attempts by  
13                  registry staff following a consumer referral request, they will be removed  
14                  from active status after thirty (30) days. The worker shall be reinstated to  
15                  active-status upon request.

16      **14.4 Election of Remedies for State-Run Referral Registry**

17      Any request for a fair hearing to contest the removal from the referral registry by  
18      or on behalf of the individual provider or prospective individual provider as  
19      provided under [RCW 74.39A.250](#)(2), shall be considered a waiver by the affected  
20      individual provider or prospective individual provider of their right to file a  
21      grievance to contest the removal from the referral registry.

22      **14.5 Referral Registry Benefit Administered by a Third-Party Vendor Jointly  
23                  Selected by the State and the Union**

24      A. Referral Registry Benefit

25      The parties agree a referral registry benefit shall be established and  
26      administered by a third-party vendor jointly selected by the State and the  
27      Union (“Referral Registry Benefit Vendor”) to provide, an online and

1           telephone based registry referral service for individual providers and  
2           Medicaid consumers. The vendor will facilitate an advisory committee  
3           between the parties to jointly steer deliverables and priorities. The registry  
4           will be available to Medicaid consumers directly and also for use by in-  
5           person referral assisters.

6           B. Referral Registry Benefit Contribution

7           Effective July 1, 2021~~19~~, the Employer shall contribute to the Referral  
8           Registry Benefit Vendor three cents (\$0.03) per Department-paid hour  
9           worked by all home care workers covered by this Agreement.

10          Department-paid hours worked by all home care workers covered by this agreement  
11          shall not include administrative time in Section 8.5, consumer participation hours,  
12          training hours or paid time off.

13          **14.6 Information Required**

14          The Employer and the Union agree to cooperate with the Referral Registry Vendor  
15          in distributing information related to the registry benefit and in obtaining and  
16          providing such data as may be required by the Vendor.

## ARTICLE 15 TRAINING

### 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.

### 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.

### 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.

### 15.4 Contributions

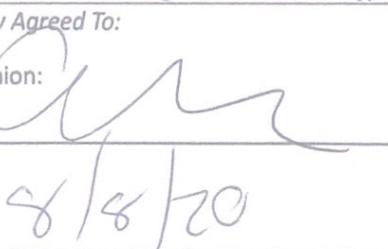
Effective July 1, ~~2019~~<sup>2021</sup>, the Employer shall contribute to the Partnership ~~(i) forty-three- forty-three and one-half cents (\$0.430.435)~~ per Department-paid hour worked by all home care workers covered by this Agreement ~~of which two and one-half cents (\$.025)~~ can be used to support the certification benefit and to defray the costs of certification and testing fees required by the Department of Health (DOH); ~~(ii) an additional one cent (\$0.01)~~ per Department-paid hour worked for additional programs to reduce turnover and expand access, including expanding the peer mentoring program

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:

Date:



For the Employer:



Date:

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August 7, 2020

and expanding classes in rural areas; and (iii) an additional two cents (\$0.02) per Department paid hour worked which shall be used to fund the Advanced Home Care Aide Specialist program and the Advanced Behavioral Home Care Specialist Program.

~~Effective July 1, 2020, the Employer shall contribute to the Partnership; (i) forty cents (\$0.40) per Department paid hour worked by all home care workers covered by this Agreement; (ii) an additional one cent (\$0.01) per Department paid hour worked for additional programs to reduce turnover and expand access, including expanding the peer mentoring program and expanding classes in rural areas; and (iii) an additional two cents (\$0.02) per Department paid hour worked which shall be used to fund the Advanced Home Care Aide Specialist program and the Advanced Behavioral Home Care Aide Specialist Program.~~

Department-paid hours shall not include administrative time in Section 8.5, consumer participation, 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. Any fees or tuition charged to bargaining unit members by the Partnership for attendance at such legally required training shall be reported to the Employer on a monthly basis. The State's contribution amount under this Section will be reduced by the total of any such fees or tuition charged to bargaining unit members.

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.

If the State is unsuccessful in receiving approval from the Center for Medicare and Medicaid Services (CMS) for the above payment method, the parties shall meet to bargain over the amount and an alternative method of payment. Additionally, in the event any other 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 following the State's selection of a payroll vendor in accordance with Article 12, Payroll, Electronic Deposit, and Tax Withholding, but in

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For the Employer:



Date:

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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.

**15.5 Minimum Basic Training Requirements**

All legally required basic training, including orientation and safety, for individual providers shall be provided through the Partnership. Upon completion of the required basic training requirements, or upon termination, individual providers, including individual providers who are exempt from the seventy (70) hours of basic training requirement because they provide only respite services 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.

**15.6 Minimum Continuing Education Training Requirements**

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

**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.

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For the Union:

Date:

For the Employer:

Date:

**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 ~~because they provide only respite care services~~ 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.

**15.9 Mentoring**

Pursuant to RCW 74.39A.331, the Training Partnership shall offer a peer mentoring program to all new individual providers. The purpose of the mentoring program is to provide general information about serving as an individual provider and to assist the mentee in problem solving around work related challenges faced by individual providers. 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. The Employer shall not be responsible for employing, paying, tracking or verifying hours of mentor work. Time worked as a mentor will not count toward cumulative care hours.

To be mentors, individual providers must have completed all applicable required training appropriate to their date of hire, plus peer mentorship training and must meet all other qualifications set forth by the Partnership.

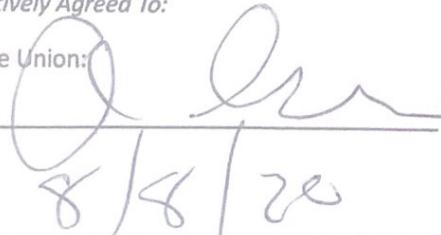
**15.10 Advanced Training**

Pursuant to RCW 74.39A.351, the Partnership shall offer advanced training for individual providers.

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For the Union:



Date:

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For the Employer:



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### 15.11 Advanced Home Care Aide Specialist

The parties agree to continue developing and implementing a new advanced skills training track designed for individual providers who support clients who are in the high-risk/high medical cost category and/or experience behaviors of significant frequency and intensity based on the criteria set by the departmentparties.

1. AHCAS Individual Providers:
  - a. Must be an individual provider with (i) a valid Home Care Aide certification or (ii) exempt from certification under RCW 18.88B.041\_(1)(a)(i)(A) or (iii) RCW 18.88B.041\_(1)(a)(i)(B) and has completed seventy (70) hours of basic training, or advanced training provided by the Training Partnership; and
  - b. Must be working for a client who meets a set of criteria jointly determined by the Union and the Employerdepartment's criteria for whose care plan identified need for AHCAS skills training; and
  - c. Must successfully complete the AHCAS training and pass the proficiency test.
2. The Department and the Training Partnership will jointly 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.
3. Individual providers participating in this projectprogram will be compensated by the Employer at their regular rate of pay up to seventy (70) hours per individual provider for the duration of the projectprogram regardless of whether the individual provider supports a client meeting the department's criteria at all times during the training.

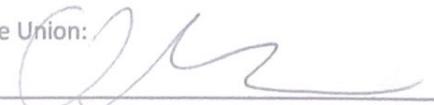
### 15.12 Advanced Behavioral Home Care Aide Specialist

The parties agree to develop and implement a new behavioral health focused advanced skills training track designed for individual providers who support clients who are in the

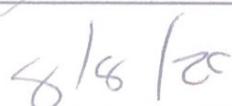
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For the Union:



Date:



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August 7, 2020

high-risk/high medical cost category and/or experience behaviors of significant frequency and intensity based on the criteria set by the ~~department~~parties.

1. ABHCAS Individual Providers:
  - a. Must be an individual provider with (i) a valid Home Care Aide certification or (ii) exempt from certification under RCW 18.88B.041 (1)(a)(i)(A) or (iii) RCW 18.88B.041 (1)(a)(i)(B) and has completed seventy (70) hours of basic training, or advanced training provided by the Training Partnership; and
  - b. Must be working for a client who meets ~~department's-a set of~~ criteria jointly set by the Union and the Employer, ~~for whose care plan identified need for ABHCAS skills training;~~ and
  - c. Must successfully complete the ABHCAS training and pass the proficiency test.
2. The Department and the Training Partnership will jointly develop curriculum that supports the role of the ABHCAS 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.
3. Individual providers participating in this project 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 project program regardless of whether the individual provider supports a client meeting the department's criteria at all time during the training.

#### 15.13 Training Curriculum and Instructors

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

#### 15.14 Training Provisions, Tracking and Reporting

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

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For the Union:

Date:

8/8/20

For the Employer:

Date:

08/08/2020

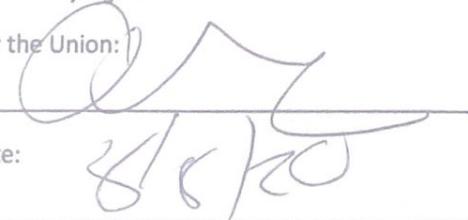
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1. Providing all types of training required by law and that meets training standards set in administrative rule.
2. Providing all types of curricula and methods of delivery authorized in rule by the Employer.
3. Registering all individual providers eligible for training.
4. Alerting individual providers and the Employer within a reasonable timeframe of impending training completion deadlines.
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 prior to the administration of the certification examination.
8. Issuing state-provided Certifications of Completion to those individual providers that successfully complete their course work.
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 as may be necessary for administration and enforcement.
12. The Training Partnership will obtain and make available to the Employer student credentialing information received from Department of Health as necessary for administration and enforcement. The Training Partnership will provide this information as a matter of convenience only and cannot guarantee the accuracy

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For the Union:



Date:

8/8/20

For the Employer:



Date:

08/08/2020

of the data it receives regarding DOH credentials. The Employers should refer to the DOH for the most accurate source of DOH credentialing.

**15.15 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 through the Training Partnership's intranet My Benefits portal. The Training Partnership will allow access to those employees designated by the Employer.

**15.16 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.

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:



Date:

8/8/20

For the Employer:



Date:

08/08/2020

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## ARTICLE 16

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### LABOR MANAGEMENT COMMITTEE

3     **16.1 Purpose**

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

9     **16.2 Meetings**

10         The parties shall meet monthly unless otherwise mutually agreed. Meetings should  
11         be held at mutually convenient times and ADA accessible locations. The parties are  
12         encouraged to select participants for these discussions who are representative of the  
13         issues to be discussed and who bring to the discussion the authority to make  
14         decisions on behalf of the parties. The Labor Management Committee (LMC) shall  
15         consist of up to five (5) representatives of the Union and up to five (5)  
16         representatives of the Employer. The Labor Management Committee shall be co-  
17         chaired by a representative designated by the Union and a representative designated  
18         by the Employer. Home care workers serving as representatives of the Union as  
19         described above shall receive a stipend from the appropriate agency for their time  
20         spent in LMC meetings. The parties will be solely responsible for determining  
21         dispensations, if any, of other expenses of their respective representatives and/or  
22         resource persons as attendees.

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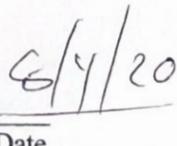
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## ARTICLE 17

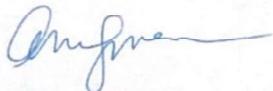
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### DUTY TO BARGAIN

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

8

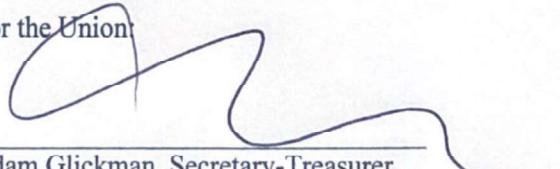
For the State:



Ann Green, Labor Negotiator  
OFM/SHR Labor Relations

9

For the Union:



Adam Glickman, Secretary-Treasurer  
SEIU 775NW Healthcare

1                                   **ARTICLE 18**  
2                                   **CONSUMER RIGHTS**

3                           **18.1 Information Regarding Consumers**

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

10                           **18.2 Consumer Confidentiality**

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

16                           **18.3 Non-Waiver**

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

23                           **18.4 Consumers Not Subject to Grievance Procedure**

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

2021-23 SEIU 775 Home Care  
June 8, 2020  
Page 2 of 2  
**Tentative Agreement**

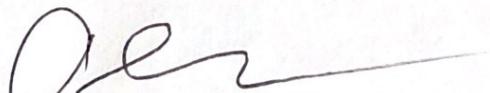
For the State:



Ann Green, Labor Negotiator  
OFM/SHR Labor Relations

1

For the Union:



Adam Glickman, Secretary-Treasurer  
SEIU 775NW Healthcare

1

## ARTICLE 19

2

### POLICIES, PROGRAMS AND PRACTICES

#### 3     **19.1 Medicaid Integration Projects**

4       Workers performing services as individual provider home care workers under  
5       Washington Medicaid Integration Projects (WMIP), Medicare Integrated Care  
6       Projects (MICP), state programs to integrate care for dually eligible individuals,  
7       HealthPathWashington, or similar programs and entities shall be members of the  
8       bargaining unit and this Agreement shall be in full force and effect with respect to  
9       such home care workers for all covered hours of work for such workers for the  
10      services described in [RCW 74.39A.240](#).

11     **19.2 Consumer Assessments**

12       Individual providers are part of the consumer assessment process. However, in  
13       some situations the caseworker conducting the consumer interview may make the  
14       determination that the consumer interview will be conducted without the presence  
15       of the individual provider. If the individual provider does not participate in the  
16       consumer interview, the caseworker will talk to the individual provider prior to  
17       completing the consumer assessment. Whenever the consumer suffers a reduction  
18       in hours or seeks an increase in hours, the Employer will make a reasonable effort  
19       to consult with the consumer's individual provider prior to making a final  
20       determination. IPs will be informed of changes to the client's plan of care that  
21       impact the IP's work including new behaviors, changes to existing behaviors and  
22       behaviors that pose a risk to the IPs.

23     **19.3 Cash and Counseling**

24       In the event that the Employer implements or expands any "Cash and Counseling,"  
25       New Freedom or similar program, or self-directed or individual budget home care  
26       options or similar program, workers employed by consumers under such  
27       program(s) shall be members of the bargaining unit and this Agreement shall be in  
28       full force and effect with respect to all covered hours of work for such workers  
29       described in [RCW 74.39A.240](#).

1   **19.4 Provider Reclassification**

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

5   **19.5 Exclusion**

6   In no event shall any task, type of work or hours of work that are not typically  
7   authorized as personal care under the Employer's Medicaid personal care,  
8   community options program entry system, chore services program, or respite care  
9   program, or respite care or residential services and support to persons with  
10   developmental disabilities under RCW 71A.12 or respite care as defined in  
11   RCW 74.13.270, or that would otherwise constitute covered services under  
12   Section 19.1 above, be considered covered work or covered hours of work under  
13   this Agreement, and this Agreement shall not be in force and effect with respect to  
14   such work or hours of work. Nothing in this Article prevents the Employer or a  
15   contractor for the Employer from contracting with other provider types, including,  
16   but not limited to home care agencies, adult family homes, or nutritionists for  
17   services outlined in Sections 19.1, 19.8 and 19.9 where a client has chosen to have  
18   services delivered by such a provider instead of an individual provider.

19   **19.6 Delivery of Quality Home Care Services**

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

## 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.

## 9 19.8 Community First Choice Option (CFCO)

Workers performing services 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 as defined in [RCW 74.39A.240](#), relief care, and allowed skills acquisition training tasks.

19 Workers performing services as individual provider home care workers under the  
20 Medicaid 1115 waiver programs Medicaid Alternative Care and Targeted Supports  
21 for Older Adults shall be members of the bargaining unit and this Agreement shall  
22 be in full force and effect with respect to such home care workers for all covered  
23 hours of work for such workers when providing in-home care services as defined  
24 in [RCW 74.39A.240](#) and housework and errands services.

25      *Amfrev*  
26

08/08/2020

26  
27 State

Date \_\_\_\_\_

errands services.

Date

1

28

## ARTICLE 20

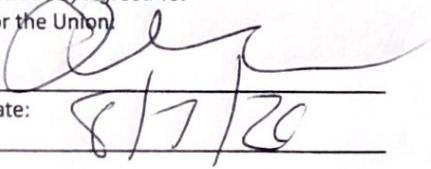
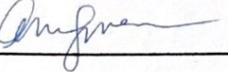
### HOURS OF WORK

#### **20.1 Hours of Work when Consumers have Complex Behavioral and Cognitive Issues**

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

- A. Introducing a “behavior score” to the Comprehensive Assessment Reporting Evaluation (CARE) that will add authorized hours based upon the frequency and severity of problem behaviors. Each of the behaviors measured in CARE will be weighted based on severity and frequency of occurrence and the result will be a “behavior score” between one (1) and four (4) that will be added to the considerations that determine the authorization of hours by the CARE tool.
- B. Establishing two (2) new classification categories in CARE for extremely high Activities of Daily Living CARE tool scores. These new classifications would involve clinically complex care giving and/or care giving involving moderate to severe cognitive impairments. When consumers qualify for more than one (1) classification category they will be placed in the category with the highest base hours.

*The Union reserves the right to add to, modify or withdraw this proposal.*

<i>Tentatively Agreed To:</i>	
For the Union:	
	
Date:	8/7/20
<i>For the Employer:</i>	
	
Date:	08/07/2020

SEIU 775 – State of Washington  
2021 – 2023 CBA Negotiations  
Union Proposal  
August 7, 2020

## ARTICLE 21 RETIREMENT BENEFITS

### **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.

### **21.2 CONTRIBUTIONS TO RETIREMENT TRUST**

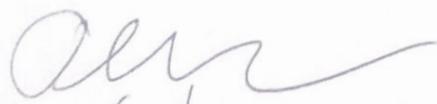
Effective July 1, 20192021, the Employer shall contribute to the Secure Retirement Trust; (i) sixty-five eighty cents (\$0.6580) per department-paid hour worked by all home care workers covered by the Agreement with seven-hundred one (701) or more cumulative career hours and (ii) fifty cents (\$0.50) per department-paid hour worked by all home care workers with less than seven-hundred one (701) cumulative career hours. ~~Effective July 1, 2020, the Employer shall contribute to the Secure Retirement Trust; (i) eighty cents (\$0.80) per department paid hour worked by all home care workers covered by the Agreement with seven-hundred one (701) or more cumulative career hours and (ii) fifty cents (\$0.50) per department paid hour worked by all home care workers with less than seven-hundred one (701) cumulative career hours.~~

Department-paid hours shall not include administrative time in Section 8.5, consumer participation hours, training hours or paid time off. Effective with the transition of employment of any provider to the Consumer Directed Employer, contributions shall be paid on consumer participation hours for any provider employed by the Consumer Directed Employer.

### **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.

*The Union reserves the right to add to, modify or withdraw this proposal.*

  
Alvin  
8/4/20

  
Amy

08/08/2020

SEIU 775 – State of Washington  
2021 – 2023 CBA Negotiations  
Union Proposal  
August 7, 2020

#### 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.

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:



Date:

8/8/20

For the Employer:



Date:

08/08/2020

1

## ARTICLE 22

2

### UNINTERRUPTED CLIENT SERVICES

- 3   **22.1** Neither the Union, the individual provider home care workers or their agents shall  
4    directly or indirectly, authorize, assist, encourage and/or participate in any way in  
5    any illegal strike activity, walkouts, slowdowns, sickouts or other similar  
6    interference with services to consumers provided by individual providers. The  
7    Union, individual provider home care workers and their agents shall not, for  
8    purposes of enforcing this Agreement, conduct picketing against the Employer and  
9    any or all branches and departments of Washington State government, the State of  
10   Washington, its agents and/or its representatives. The Union, individual provider  
11   home care workers and their agents shall not picket for any reason against  
12   consumers in locations where individual providers perform services. In the event  
13   that the Employer believes that any such activity is imminent or is occurring, the  
14   Employer's representative shall contact the President or Secretary-Treasurer of the  
15   Union prior to taking any personnel or legal action in order to afford the Union the  
16   opportunity to inform its members of this contract provision and the law.
- 17   **22.2** In recognition of consumers' right to select, hire, supervise the work of, and  
18    terminate any individual provider providing services to them, the parties agree that  
19    the Employer does not have the authority to lock out the Union or the individual  
20    providers.

For the Employer

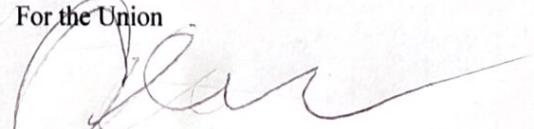


7/23/20

Ann Mitchell, Labor Negotiator

Date

For the Union



Adam Glickman, Secretary Treasurer

Date

21

1

## ARTICLE 23

2

### SAVINGS OR SEPARABILITY CLAUSE

3   **23.1** This Agreement shall be subject to all present and future applicable federal, state  
4   and local laws and rules and regulations of governmental authority. Should any  
5   provision of this Agreement, or the application of such provision to any person or  
6   circumstance be invalidated or ruled contrary to law by Federal or State court, or  
7   duly authorized agency, the remainder of this Agreement or the application of such  
8   provision to other persons or circumstances shall not be affected thereby.

9   **23.2** In the event of such invalidation, the parties shall promptly meet to negotiate a  
10   substitute provision. Any changes or amendments to this Agreement shall be in  
11   writing and duly executed by the parties and their representatives.

12

13

14

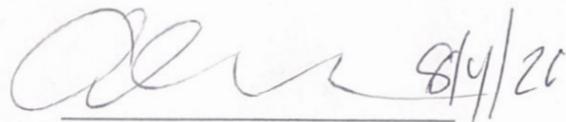
15



08/05/2020

State

Date

  
8/4/20

Union

Date

1

## ARTICLE 24

2

### COMPLETE AGREEMENT

- 3   **24.1** The parties hereto acknowledge that during the negotiations which resulted in this  
4   Agreement, each party had the unlimited right and opportunity to make demands  
5   and proposals with respect to any subject or matter not removed by law and that the  
6   understandings and agreements arrived at by the parties after the exercise of that  
7   right and opportunity are fully set forth in this Agreement. It is further understood  
8   that this Agreement fully and completely sets forth all understandings and  
9   obligations between the parties, constitutes the entire Agreement between the  
10   parties, and both parties in their own behalf and on behalf of their respective  
11   members waive any and all claims or demands they have made or could have made  
12   for any acts or omissions by either party or their respective members, agents,  
13   employees or assigns.
- 14   **24.2** The Agreement expressed herein in writing constitutes the entire Agreement  
15   between the parties and no oral or written statement shall add to or supersede any  
16   of its provisions unless mutually agreed to by the parties and as otherwise provided  
17   for in this Agreement.

For the Employer

For the Union

 7/23/20  
Ann Mitchell, Labor Negotiator      Date      Adam Glickman, Secretary Treasurer      Date

18

1

## ARTICLE 25

2

### TERM OF THE AGREEMENT

3   **25.1 Effective Dates**

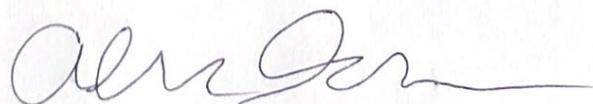
4   Except for those provisions requiring a legislative appropriation of funds, this  
5   Agreement shall go into full effect July 1, 2021~~19~~, and shall continue in full effect,  
6   unless amended by mutual written agreement of the parties, through June 30,  
7   2023~~4~~. Those provisions requiring a legislative appropriation shall go into full  
8   effect on July 1, 2021~~19~~ or as otherwise provided for in this Agreement, if  
9   approved.

10   **25.2 Successor Negotiations**

11   The parties shall begin negotiations for a successor agreement no later than  
12   April 1, 2020~~02~~. If no successor agreement has been reached, or if the legislature has  
13   not approved appropriations required to fund the economic provisions of a  
14   successor agreement as of June 30, 2023~~4~~, all the terms of this Agreement shall  
15   remain in effect until the effective date of a subsequent agreement, not to exceed  
16   one (1) year from the expiration date of this Agreement.



08/07/2020



8/7/20

**ARTICLE 26****CONTRACTS, OVERPAYMENTS AND BACKGROUND CHECKS****26.1 Contract Renewal Process**

An individual provider whose client service contract is not renewed before the expiration date and is not sent a written notification by the department or its agents informing them that they are no longer permitted to work, will be allowed to work and be paid for the hours they work that are within the Individual Provider's work week limit and the client's authorized hours as verified by the individual provider's timesheet. Individual providers will be allowed to work and be paid until the contract renewal process is finished or until such time as the individual provider is sent written notification that they are no longer permitted to work.

**26.2 Criminal Background Checks**

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 department or its agents informing them that they are no longer permitted to work, will be allowed to work and be paid for the hours they work that are within the Individual Provider's work week limit and the client's authorized hours as verified by the individual provider's timesheet. Individual providers will be allowed to work and be paid until 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.

**26.3 Training**

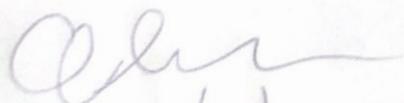
An individual provider who has not completed their required training or certification by the appropriate deadline and is not sent a written notification by the department or its agents informing them that they are no longer permitted to work, will be allowed to work and be paid for the hours they work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

1 and be paid until they complete their training and/or certification or until such time  
2 as the individual provider is sent written notification that they are no longer  
3 permitted to work.

4 **26.4. Payment Plan**

5 Individual providers may be offered a payment plan for any overpayment  
6 collection.

Union

  
Alden  
8/8/20

Employer:

  
Amy Green

08/08/2020

## ARTICLE 27 HEALTH AND SAFETY

### **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 ~~her/his~~ 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 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.

### **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 develop a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and challenging behavior and work to resolve issues impacting the provision of personal care, and the policy must include stated permission and a process for allowing workers to leave situations where they feel their safety is at immediate risk. This process must include a requirement to notify the employer and applicable third parties such as department of social and health services case managers, emergency services, or service recipient decision makers as soon as possible.
- B. The employer shall implement a plan to prevent and protect employees from abusive conduct, to assist employees working in environments with challenging behavior, and work to resolve issues impacting the provision of personal care. This plan should be

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:

Date:

8/6/20

For the Employer:

*Dunigan*

Date:

08/08/2020

reviewed and updated as necessary and at least once every three years. The plan shall be developed and monitored by a workplace safety committee.

- 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 assigning the employee to that 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 assigning the employee to a service recipient, of a service recipient's challenging behavior that is documented:
  1. In the service recipient's care plan;
  2. By the Employer; or
  3. 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 years following the reported act.
- G. The Employer must provide a list of resources about discrimination and harassment for employees to utilize. At a minimum, the resources must include contact information of the equal employment opportunity commission, the Washington state human rights commission, and local advocacy groups focused on preventing harassment and discrimination and providing support for survivors.

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

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:  
For the Union:

Date:

*[Signature]*

For the Employer:

Date: 08/08/2020

SEIU 775 – State of Washington  
2021-2023 CBA Negotiations  
August 7, 2020

Article 27.2 will take effect with the transition of the majority of Individual Providers in the bargaining unit to the Consumer Directed Employer, as measured on July 1, 2021.

**27.3 PERSONAL PROTECTIVE EQUIPMENT**

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

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:

Date:

*8/6/20*

For the Employer:

*Dunigan*

Date:

*08/08/2020*

## 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. No less than fifteen (15) days prior to issuing the Request for Proposals (RFP) for selection of a third-party to be assigned any operations covered by the CBA, the Employer will provide to the Union a copy of the RFP that reflects the requirements outlined in Section 2 of this Article. Prior to receipt of the RFP, the Union will sign a non-disclosure agreement and agree that they will not bid on the RFP. The Employer will notify the Union of the award of the RFP with the name of and contact information for that third-party within twenty-four (24) hours of notifying the successful bidder(s).

Note – The language of Article 28.A1 will be replaced by the following language upon implementation of the Consumer Directed Employer (CDE) for an IP

1. The Employer agrees to notify the Union before beginning any due diligence process with a third party or requiring a non-disclosure agreement with a third party for the purpose of engaging in a transaction which may affect the interests of SEIU 775 bargaining unit members. The Employer agrees to notify any potential purchaser of all or any part of its operations covered by this Agreement of the Collective Bargaining Agreement with SEIU 775 and will make acceptance of this Agreement, to the extent permitted by law, a condition of any sale, purchase or any other form of

1                   *transfer of its business, in whole or in part, to any other person or*  
2                   *entity.*

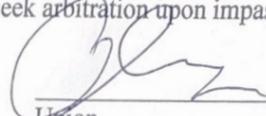
- 3                   2. No less than fifteen (15) days after executing an agreement with any  
4                   third-party to be assigned any operations covered by the CBA, the  
5                   Employer will provide the Union with written proof that it has  
6                   secured a contractually binding commitment ("contract") from said  
7                   third-party to (a) offer employment to all IPs, or to as many IPs as  
8                   are needed to perform the operations covered by the CBA that the  
9                   third-party is being assigned, within a discretely managed  
10                  bargaining unit or group consisting of nothing but such newly hired  
11                  IPs, at terms and conditions no worse than the terms and conditions  
12                  in existence under the CBA in effect at the time the third-party  
13                  becomes the new employer of the Individual Providers and (b)  
14                  agree, to the extent permissible by law, to assume all of the  
15                  Employer's obligations under that CBA (relieving the State of  
16                  Washington of these obligations) for the remainder of the CBA. The  
17                  contract must specifically recite that it is governed by Washington  
18                  State law and is enforceable in Thurston County Superior Court and  
19                  that the Union is an intended third-party beneficiary of the  
20                  commitments made by the third-party to the Employer contained  
21                  therein. Once the third-party becomes the new Employer of  
22                  Individual Providers the Union will enforce the terms of the current  
23                  CBA through the grievance and arbitration provisions with the new  
24                  Employer, consistent with applicable law.  
  
25                  3. The Union will receive notice from the Employer no less than ninety  
26                  (90) days prior to any third-party being assigned any of the  
27                  operations covered by the current CBA. The Employer will keep the  
28                  Union informed of any changes to this timeline.

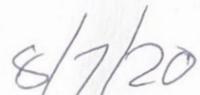
2021-23 SEIU 775 Home Care  
Tentative Agreement  
Page 3 of 3

- 1           4. The Employer agrees that failure by it to strictly comply in a timely  
2           fashion with Sections 1, 2 or 3 will allow the Union to seek  
3           immediate injunctive relief in Thurston County Superior Court  
4           restraining the Employer from moving forward with assigning any  
5           of the operations covered by the CBA to any third-party until and  
6           unless these requirements are met.
- 7         B. The parties agree that after a third-party is assigned any of the operations  
8           covered by the current CBA, the Union may request bargaining over the  
9           effects of the assignment of work to the third-party within fifteen (15) days  
10          of receipt of such notice and, if such a request is made, the Employer will  
11          engage in such bargaining prior to the transfer of work. The parties agree  
12          that neither party will be able to seek arbitration upon impasse.

13         Anyne  
14         State

08/07/2020  
Date

  
Union

  
8/7/20  
Date

## **ARTICLE W HOLIDAYS**

### **W.1 HOLIDAY PAY FOR WORKED HOLIDAYS**

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

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

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:

For the Employer:

Date:

Date:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION 775**

The parties agree to continue working together to develop policies and procedures, within existing resources, on how to address harassment, abuse and discrimination of individual providers prior to the transition to a Consumer Directed Employer. Discussions will be focused on:

- Identifying whether there is a history of client behaviors that impact safety;
- Creating referral materials for local community resources;
- Providing guidance to IPs about what to do if they feel unsafe or experience an instance of harassment abuse or discrimination;

The parties will make every effort to make meaningful progress towards developing referral materials and guidance to Individual Providers by December 1, 2020.

Dated August 8, 2020

For the Employer

  
\_\_\_\_\_  
Ann Green/Labor Negotiator

For the Union

  
\_\_\_\_\_  
Adam Glickman, Secretary-Treasurer

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, 775

**Non-Economic Bargaining Upon Transition to the Consumer Directed Employer**

Thirty (30) days after a majority of providers transition to the Consumer Directed Employer (CDE), either party may request to re-open the existing collective bargaining agreement for the express purpose of providing clarity, language clean-up, and compliance with the law. For purposes of this MOU, a majority is based upon the number of providers on July 1, 2021. The parties may also mutually agree to expand negotiations to address items or concerns that are unique to the new employment relationship.

The following non-economic topics/articles are within the scope of this MOU.

- Article 2 – Union Access to contracting appointments and safety orientation trainings.
- Article 4 – Union Membership and Deduction of Dues, Contributions and Fees
- Article 12 – Guidelines for late or inaccurate payment.
- Article 19.5
- Establishment of Safety Committees/Meetings
- Developing policies and procedures related to caregiver harassment, abuse and discrimination.

*September*  
Dated **August 7, 2020**

For the Employer



Ann Green, Labor Negotiator

For the Union



Adam Glickman, Secretary-Treasurer

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION 775**

**Electronic Visit Verification**

The parties agree that if the 2019-2021 collective bargaining agreement is modified to address the impacts of the Federal Electronic Visit Verification requirements, those modifications will also be incorporated in the 2021-2023 collective bargaining agreement.

**Dated August 7, 2020**

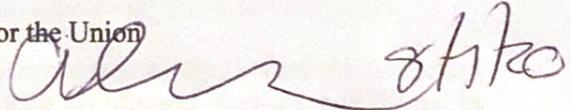
For the Employer



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Negotiator Name, Title

For the Union



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Union Representative, Title

1

## **APPENDIX B**

2

### **DEFINITIONS**

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

5 Individual provider (also referred to as home care worker, employee or caregiver): a  
6 person, including a personal aide, who, under an individual provider contract with the  
7 department or as an employee of a consumer directed employer, provides personal care or  
8 respite care services to persons who are functionally disabled or otherwise eligible under  
9 programs authorized and funded by the Medicaid state plan, Medicaid waiver programs  
10 chapter 71A.12 RCW, RCW 74.13.270, or similar state-funded in-home care programs.

11 Consumer: a person to whom an individual provider provides any such services.

12 SEIU 775 (also referred to as Union): sole and exclusive bargaining representative for the  
13 statewide bargaining unit of individual providers as defined in RCW 74.39A.270,  
14 www.seiu775.org.

15 Department (also referred to as Payor): the Washington State Department of Social and  
16 Health Services (DHS). www.dshs.wa.gov.

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

19 Worker Representative: an individual provider covered by the Collective Bargaining  
20 Agreement who may perform a variety of duties as defined by the Union.

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

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

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

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

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

10

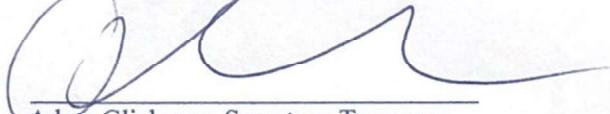
For the State:



Ann Green, Labor Negotiator  
OFM/SHR Labor Relations

11

For the Union:



Adam Glickman, Secretary-Treasurer  
SEIU 775NW Healthcare

**2021-2023 Interest Arbitration Award**

## APPENDIX A

CCH	July 1, 2021	Jan. 1, 2022	July 1, 2022	Jan. 1, 2023
0-2000	\$16.85	\$16.98	\$17.11	\$17.24
2001-4000	\$17.00	\$17.13	\$17.26	\$17.40
4001-6000	\$17.15	\$17.28	\$17.41	\$17.54
6001-8000	\$17.33	\$17.46	\$17.60	\$17.73
8001-10000	\$17.53	\$17.66	\$17.79	\$17.92
10001-12000	\$17.78	\$17.91	\$18.04	\$18.18
12001-14000	\$18.03	\$18.17	\$18.31	\$18.45
14001-16000	\$18.69	\$18.83	\$18.97	\$19.11
16001-20000	\$18.94	\$19.08	\$19.22	\$19.36
20001 and above	\$19.21	\$19.35	\$19.50	\$19.65