

HON. ROBERT J. BRYAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

KENNETH ALVAREZ,

Plaintiff,

v.

GOVERNOR JAY INSLEE, in his official
capacity as Governor of the State of
Washington; KEVIN W. QUIGLEY, in his
official capacity as Director of the Washington
Department of Social and Health Services
("DSHS"); SERVICE EMPLOYEES
INTERNATIONAL UNION HEALTHCARE
775NW ("SEIU 775"), a labor organization;
SEIU HEALTHCARE NW TRAINING
PARTNERSHIP,

Defendants.

NO. 3:16-cv-05111-RJB

PRAECIPE TO CORRECT
SEIU HEALTHCARE NW
TRAINING PARTNERSHIP'S
MOTION TO DISMISS PURSUANT
TO FRCP 12(b)(6)

Noted for Consideration:
April 29, 2016

TO THE CLERK OF THE COURT:

Please substitute the attached [Corrected] SEIU HEALTHCARE NW TRAINING PARTNERSHIP'S MOTION TO DISMISS PURSUANT TO FRCP 12(b)(6) in place of the Motion (Dkt. No. 16) filed on April 7, 2016. The attached Motion corrects the page references to *Appendix A* (Dkt. No. 16-1) at page 2, line 7 and page 5, line 22.

1 DATED: April 11, 2016.

2 SIRIANNI YOUTZ
3 SPOONEMORE HAMBURGER

4 /s/ Eleanor Hamburger

5 Eleanor Hamburger (WSBA #26478)

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9 SEIU Healthcare NW Training Partnership
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CERTIFICATE OF SERVICE

I hereby certify that on April 11, 2016, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

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and I hereby certify that I have mailed by United States Postal Service the document to the following non CM/ECF participants:

- (no manual recipients)

DATED: April 11, 2016, at Seattle, Washington.

/s/ Eleanor Hamburger
Eleanor Hamburger

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UNITED STATES DISTRICT COURT
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AT TACOMA

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NO. 3:16-cv-05111-RJB

[CORRECTED]
SEIU HEALTHCARE NW
TRAINING PARTNERSHIP'S
MOTION TO DISMISS PURSUANT
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I. INTRODUCTION

Plaintiff objects to hearing unwanted speech from SEIU 775, his union. Seeking to eliminate such speech, Plaintiff asserts various claims against the State of Washington arising out the Collective Bargaining Agreement ("CBA") between the State and SEIU 775. Dkt. No. 1, ¶¶73-139. The only relief Plaintiff seeks is declaratory relief regarding the validity of certain terms in the CBA and injunctive relief to prohibit the enforcement

1 of the disputed terms of the CBA, presumably by its parties, the State and SEIU 775. *Id.*,
 2 ¶¶140-144.

3 Plaintiff does not allege *any claims* that apply to defendant SEIU Healthcare NW
 4 Training Partnership (“Training Partnership”), a private nonprofit school and ERISA
 5 trust through which he receives legally-required training. No relief is sought that
 6 requires the involvement of the Training Partnership. The Training Partnership is not
 7 even a party to the CBA. See *Appendix A*, signature page.¹

8 Plaintiff’s Complaint fails to include any “short and plain statement” of a claim
 9 against the Training Partnership that shows he is entitled to relief from the private
 10 school. *Ashcroft v. Iqbal*, 556 U.S. 662, 677-78, 129 S. Ct. 1937 (2009). “[W]hen the
 11 allegations in a complaint, however true, could not raise a claim of entitlement to relief,
 12 this basic deficiency should be exposed at the point of minimum expenditure of time and
 13 money by the parties and the court.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 558, 127
 14 S. Ct. 1955 (2007) (internal quotations omitted).

15 With no claims asserted against it, and no relief sought from it, the Training
 16 Partnership must be released from this litigation. To the extent Plaintiff asserts any
 17 claims against it, they must be dismissed as inadequately pled.

18 II. PLAINTIFF’S ALLEGATIONS

19 A. Plaintiff’s Allegations Against the Training Partnership.

20 Plaintiff’s complaint scarcely mentions the SEIU Healthcare Northwest Training
 21 Partnership. Only a handful of allegations specifically relate to the Training Partnership:
 22
 23

24 ¹ The Court may consider documents referenced in the Complaint or upon which the plaintiff’s
 25 allegations rely, even if not explicitly incorporated into the complaint. *Parrino v. FHP, Inc.*, 146 F.3d 699,
 26 706 (9th Cir. 1998) (superseded by statute on other grounds). Courts must treat any such document as
 “part of the complaint and thus may assume that its contents are true for purposes of a motion to dismiss
 under Rule 12 (b)(6).” *United States v. Ritchie*, 342 F.3d 903, 908 (9th Cir. 2003).

- 1 • The Training Partnership is a nonprofit entity formed under IRC
- 2 § 501(c)(3). Dkt. No. 1, ¶13.
- 3 • The Training Partnership was founded by defendant SEIU 775 and
- 4 participating employers, including the State of Washington. *Id.*
- 5 • Plaintiff must attend Basic Training and Continuing Education classes
- 6 provided by the Training Partnership as a condition of employment. *Id.*,
- 7 ¶¶27, 31.
- 8 • Mandatory union presentations by SEIU 775 take place during the Training
- 9 Partnership's Basic Education and Continuing Education classes. *Id.* ¶¶29,
- 10 32.

11 That is the sum-total of Plaintiff's specific allegations related to the Training
 12 Partnership. While Plaintiff generally states that all defendants, apparently including
 13 the Training Partnership, are "state actors," he does not articulate any claim or
 14 cognizable legal theory in which that conclusory allegation about the Training
 15 Partnership matters. *See* Dkt. No. 1, ¶3. Without more, the Training Partnership must
 16 be dismissed from this litigation.

17 **B. Plaintiff's Claims for Relief**

18 Plaintiff's claims and proposed relief are not directed at the Training Partnership:

19 *First*, Plaintiff alleges that his First Amendment constitutional rights were
 20 violated by the State of Washington when he was forced to receive unwanted speech
 21 from his union, SEIU 775. Dkt. No. 1, ¶¶73-101.

22 *Second*, Plaintiff alleges that his Washington state constitutional rights were
 23 violated by the State of Washington when it paid him for attending allegedly mandatory
 24 union presentations. *Id.*, ¶¶102-112.

1 *Third*, Plaintiff alleges that the State of Washington violated RCW 42.52.160 when
 2 it agreed to certain provisions contained in the CBA between the State and SEIU 775.
 3 *Id.*, ¶¶113-139.

4 Plaintiff's "Prayer for Relief" does not include any relief from the Training
 5 Partnership. Plaintiff only seeks declaratory and injunctive relief regarding legality and
 6 enforceability of certain provisions of the CBA between the State of Washington and
 7 SEIU 775. *Id.*, ¶¶140-144.

8 III. ARGUMENT

9 A. Legal Standard.

10 A motion pursuant to Rule 12(b)(6) tests the legal sufficiency of a claim. *Navarro*
 11 *v. Block*, 250 F.3d 729, 732 (9th Cir. 2001). A dismissal for failure to state a claim is
 12 appropriate "where there is no cognizable legal theory or an absence of sufficient facts
 13 alleged to support a cognizable legal theory." *Shroyer v. New Cingular Wireless Serv., Inc.*,
 14 622 F.3d 1035, 1041 (9th Cir. 2010). To survive dismissal, the plaintiff must "plead factual
 15 content that allows the court to draw the reasonable inference that the defendant is liable
 16 for the misconduct alleged." *Iqbal*, 556 U.S. at 678. "Threadbare recitals of the elements
 17 of a cause of action, supported by mere conclusory statements, do not suffice." *Id.*

18 A court considering a motion to dismiss must start by identifying legal
 19 conclusions in the pleadings, which because they are conclusions, are not entitled to the
 20 assumption of truth. *Id.*, at 679. Any such legal conclusions must be supported by
 21 sufficient factual allegations. *Id.* If there are "well-pleaded" factual allegations, only
 22 then should a court assume their veracity and determine whether the factual allegations
 23 give rise to the specific claim for relief. *Id.* This minimal pleading requirement is
 24 designed "to give fair notice and to enable the opposing party to defend itself
 25 effectively." *Starr v. Baca*, 652 F.3d 1202, 1216 (9th Cir. 2011). It is also necessary to ensure
 26 "that it is not unfair to require the opposing party to be subjected to the expense of

1 discovery and continued litigation.” *Id.* This minimal pleading requirement “weeds
2 out” frivolous or ineffectively pled complaints. *See Twombly*, 550 U.S. at 557.

3 Where a complaint does not state (1) a claim, (2) sufficient facts to support such a
4 claim or (3) relief resulting from that claim that may be provided by the party subject to
5 the claim, the complaint must be dismissed. *Twombly*, 550 U.S. at 570. *All three are*
6 *missing here.* The Training Partnership should be dismissed from this litigation.

7 **B. Plaintiff Failed to Plead Any Claims Against the Training Partnership and**
8 **Seeks no Relief From It.**

9 Plaintiff intentionally included the Training Partnership as a party in this
10 litigation. It is listed in the caption and was served as a defendant. Yet, the Training
11 Partnership is not identified as the subject of *any* of the claims asserted in the Complaint.
12 Dkt. No. 1, ¶¶73-139. All three claims are directed squarely at the State of Washington,
13 and perhaps SEIU 775, the other signatory to the disputed CBA. No claim is directed at
14 the Training Partnership.

15 Without a claim, the minimal factual allegations related to the Training
16 Partnership are, as a matter of law, insufficient. The factual allegations alone provide no
17 notice to the Training Partnership of the actual claim or claims against which it must
18 defend itself.

19 No relief is sought from the Training Partnership. *Id.*, ¶¶140-144. Plaintiff seeks
20 only to invalidate and halt the “enforcement” of certain terms in the CBA between the
21 State and the Union. The Training Partnership is not a party to the CBA and is not
22 necessary for the declaratory and injunctive relief sought by Plaintiff. *See Appendix A,*
signature page.

23 In short, the Training Partnership is puzzled as to why it has been brought into
24 this litigation given the absence of any claim against it or relief sought from it. It should
25
26

1 not be subject to discovery and further litigation expense. It should be dismissed from
2 this litigation.

3 **IV. CONCLUSION**

4 Plaintiff fails to allege any specific claims against or relief sought from the
5 Training Partnership. His allegations fail to meet minimal federal pleading
6 requirements articulated in *Twombly* and *Iqbal*. The Training Partnership should be
7 dismissed from this litigation.

8 DATED: April 7, 2016.

9 SIRIANNI YOUTZ
10 SPOONEMORE HAMBURGER

11 /s/ Eleanor Hamburger
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15 Attorneys for Defendant
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DATED: April 7, 2016, at Seattle, Washington.

/s/ Eleanor Hamburger
Eleanor Hamburger

APPENDIX A

COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION HEALTHCARE 775NW**

EFFECTIVE

JULY 1, 2015 THROUGH JUNE 30, 2017



2015-2017

SERVICE EMPLOYEES INTERNATIONAL UNION 775
HOME CARE WORKERS
2015-2017

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SIGNATURE PAGE

PREAMBLE

This document constitutes an Agreement by and between the Governor of the State of Washington hereinafter referred to as the "Employer," and SEIU 775 hereinafter referred to as the "Union," and in accordance with the provisions of RCW [74.39A.270](#).

ARTICLE 1

RECOGNITION

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

ARTICLE 2

UNION RIGHTS

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 Office of Financial Management, State Human Resources/Labor Relations Section (OFM/SHR/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.

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 Contracting Appointments and Safety and Orientation Trainings

The employer and its agents will take steps to consolidate contracting appointments into one (1) or two (2) designated days of the week, and will inform the Union of the designated days for each office. However, the parties acknowledge that in some cases due to emergent or unanticipated matters, individual providers may complete the tasks ordinarily covered in the contracting appointments outside of the designated day(s) for that particular office. In these

exceptional circumstances the State will, on at least a weekly basis, provide a list to the Union of employees that did not attend contracting appointments on designated days.

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

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

2.4 Union Bulletin Boards

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

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

2.5 Websites

Websites maintained by the Department of Social and Health Services (DSHS), Aging and Long-Term Support Administration (ALTSA) and Developmental Disabilities Administration (DDA) that individual providers might reasonably access to seek employment-related information shall contain a link to the Union's website, provided that the link is in compliance with Chapter RCW [42.52](#).

2.6 Orientation Materials Provided by Employer

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

2.7 Access to Pay Envelopes

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

- A. The Union shall provide such materials to the Department no later than thirty (30) calendar days prior to the first day upon which the Union requests that the materials be included in pay envelopes mailed to individual providers.
- B. Except by consent of the Employer, the size and weight of such materials to be included in the pay envelopes for any pay period shall not exceed two (2) pieces of printed materials, one (1) of which may be no larger than eight and one-half inches by eleven inches (8.5"x11") and no heavier than twenty pound (20lb.) weight, and the other of which may be a pre-printed number ten (#10) or smaller return envelope of standard weight.
- C. The subject matters and contents of any materials provided shall be in conformance with Chapter RCW [42.52](#).
- D. The Union agrees to reimburse the Department for any increase in postage costs arising from the inclusion of the Union materials.
- E. When feasible, the Employer shall provide the Union at least fourteen (14) days advance notice prior to sending a mail communication to the entire individual provider group. In the event fourteen (14) days advance notice is not feasible, the Employer will send the notice to the Union as soon as possible, but at a minimum, at the same time the notice is sent to the entire individual provider group.

[Note: Article 2.8 will become effective upon implementation of a new payroll system in accordance with Article 12.]

2.8 Union Communications through Payroll Website

- A. Link to Union Website
The Employer shall display a link to the Union website on the opening webpage of the online payroll website. The landing page for the Union website link supplied on the payroll website must be in compliance with Chapter RCW [45.52](#).
- B. Notification of Message from Union
When a home care worker logs into the payroll website, the initial screen will include a notification of new message(s) from the Union. The notification box on the initial page shall be sufficient to provide detail of sender and subject of the message. The subject matter and content of the notification message shall be in conformance with Chapter RCW [42.52](#). The Union shall provide materials to be included in the notification message no later than twenty-one (21) days prior to the day the notification will be sent.

ARTICLE 3

EMPLOYER RIGHTS

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

3.2 Rights Reserved to the Employer

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

- A. To operate so as to carry out the statutory mandate of the Employer.
- B. To establish the Employer's missions, programs, objectives, activities and priorities within the statutory mandates.
- C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the Employer's missions, programs, objectives, activities and priorities; however, this paragraph shall not be interpreted to limit the Union's right to advocate for budget allocations that may be different from what the Employer may propose.
- D. To manage, direct and control all of the Employer's activities to deliver programs and services.
- E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out.
- F. To establish qualifications of individual providers and reasonable standards of accountability except as otherwise limited by this Agreement under [Article 15](#), Training.
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the Employer's duties or exercise of the Employer's powers, including contracts with public and private agencies, organizations or corporations and individuals to pay them for services rendered or furnished.

- H. To develop the means and processes necessary for the establishment of a referral registry of individual providers and prospective individual providers.
 - I. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement.
 - J. To extend, limit or contract out any or all services and/or programs of the Employer except as otherwise limited under [Article 17](#), Duty to Bargain and specific to contracting out of bargaining unit work.
 - K. To take whatever actions the Employer deems necessary to carry out services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard.
 - L. To modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the Employer's ability to provide services.
 - M. To determine the method, technological means and numbers and kinds of personnel by which operations are undertaken.
 - N. To maintain and promote the efficiency of public operations entrusted to the Employer.
- 3.3** The above enumerations of Employer rights are not inclusive and do not exclude other Employer rights not specified, including but not limited to those duties, obligations or authority provided under RCW [74.39A.250](#) through RCW [74.39A.280](#) and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.
- 3.4** No action taken by the Employer with respect to a management right shall be subject to a grievance or arbitration procedure or collateral action/suit, unless the exercise thereof violates an express written provision of this Agreement.
- 3.5 Fulfillment of Statutory Obligation**
As provided under RCW [74.39A.270](#) (5) this Agreement expressly reserves:
- The right of the Washington State Legislature to make programmatic modifications to the delivery of state services under RCW [74](#), including standards of eligibility of consumers and individual providers participating in the programs under this title, and the nature of services provided.

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

ARTICLE 4

UNION MEMBERSHIP AND DEDUCTION OF DUES, CONTRIBUTIONS AND FEES

4.1 Union Membership and Deduction of Dues and Fees

- A. In accordance with RCW [41.56.113](#)(1)(b)(i), the State as payor, but not as the employer, shall cause the appropriate entity or agency to deduct the amount of dues or, for non-members of the Union, a fee equivalent to the dues from each home care worker's payment for services (paycheck or direct deposit).
- B. The union shall notify each home care worker covered by this Agreement that he or she is not required to join or financially support the Union. New home care workers will be notified as soon as possible, but no later than fourteen (14) days from the Union receiving the home care worker's contact information. The Union shall escrow the fee paid by a new home care worker in an interest-bearing account. The fee shall remain in this account until the home care worker is notified of the opportunity to opt-out and given thirty (30) calendar days to do so. If the home care worker objects to paying the fee within thirty (30) days of the notification from the Union, the Union shall, within twenty (20) days of receiving the notice from the home care worker, refund the fee with interest (at the rate of interest it has received). The Union will notify the Employer to cease further deductions in accordance with the Subsection 4.1C below.
- C. Home care workers covered by this Agreement who inform the Union that they do not wish to join or financially support the Union will not have any fee deducted from the payments made to them by the State and will suffer no penalty as a result of their failure to pay such a fee to the Union. However, the Union reserves the right to enforce the terms and conditions of each home worker's signed membership card with regard to when authorizations for deductions may be revoked. The Employer shall honor the terms and conditions of each home care worker's signed membership card. By the third (3rd) and eighteenth (18th) day of each month, the Union shall provide the Employer with a list of home care workers who have informed the Union that they do not wish to join or financially support the Union. All home care workers who have objected to paying the fee by the twenty-seventh (27th) of the previous month shall be included in the list sent to the Employer on the third (3rd) of the month. All home care workers who have objected to paying the fee by the twelfth (12th) of the month shall be included in the list sent to the Employer on the eighteenth (18th) day of that month.

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 one (1) or more 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 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, including deposits made by the Union into an escrow account. 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.

4.5 RCW 41.56.113(1)(b)(i) Proviso

The parties agree that, during the term of this Agreement, should RCW [41.56.113\(1\)\(b\)\(i\)](#) be deemed by order of a court of competent jurisdiction enforceable in relation to bargaining unit members who informed the Union that they do not wish to join or financially support the Union, the language contained in Article 4, Sections 4.1 and 4.2 of the 2013-2015 Agreement will replace Article 4, Section 4.1 of this Agreement.

**ARTICLE 5
BARGAINING UNIT INFORMATION**

[NOTE: The following two paragraphs of Article 5.1 will remain in effect until a new payroll system is implemented in accordance with Article 12.]

5.1 Information to be Provided

The Employer shall provide information about the bargaining unit and each member of the bargaining unit and shall provide this information to the Union on a regular monthly basis. Such information shall be transmitted electronically in a common, commercially-available electronic format specified by the Union, and shall include the home care worker's full name, individual provider number, cumulative lifetime hours worked as an individual provider, hours or units (day, week, or month) worked in a month for which payment has been made, home address, mailing address, home phone number, personal wireless telephone numbers, electronic mail addresses, wage rate, program or service code, amount

paid during the current month of payment, union member type and deduction type, vacation (or paid time off) hours paid and vacation (or paid time off) hours forfeited. The Employer and the Union shall coordinate to reconcile any questions about the bargaining unit information and records.

[NOTE: The following two paragraphs of Article 5.1 will become effective upon implementation of a new payroll system in accordance with Article 12.]

5.1 Information to be Collected and Provided

A. *The Employer shall collect and provide information about the bargaining unit and each member of the bargaining unit and shall provide this information to the Union on a regular monthly basis. Such information shall be transmitted electronically in a common, commercially-available electronic format specified by the Union, and shall include:*

1. *The home care worker's full name,*
2. *Home address and mailing address,*
3. *Home phone number and personal wireless telephone numbers,*
4. *Electronic mail addresses,*
5. *Date of birth,*
6. *Gender,*
7. *Marital status,*
8. *Primary preferred language,*
9. *Whether or not the home care worker is a family member as defined by RCW [74.39A.076\(1\)](#). In the event the State collects additional details regarding family relationship between the home care worker and client, the State will provide the additional detail to the Union,*
10. *Hire date,*
11. *Unique individual provider number,*
12. *Program or service code,*
13. *Wage rate,*
14. *Amount paid during the current month of payment,*
15. *Hours or units and dates of work worked in a month for which payment has been made,*

16. *Cumulative lifetime hours worked as an individual provider,*
17. *Union member type and deduction type,*
18. *Paid time off hours paid and paid time off hours forfeited,*
19. *Contract termination date and whether termination if for convenience or default as stipulated in the IP Client Service Contract, and*
20. *Caseworker identification number and reporting unit.*

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

Subject to the data share and confidentiality agreement executed by the parties, the IP's social security number will be sent in a secure electronic format.

5.2 Privacy

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

The residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of individual provider home care workers as defined in RCW [74.39A.240](#) and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of individual provider home care workers as defined in RCW [74.39A.240](#), which may be held by the Employer in personnel records, public employment related records, or volunteer rosters, or are included in any mailing list of individual provider home care workers as defined in RCW [74.39A.240](#).

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

ARTICLE 6 PRODUCTION OF AGREEMENT

- 6.1** The Union and the Employer shall jointly share the costs of producing and printing this Agreement in sufficient quantities for distribution to the members of the bargaining unit, and of translating it in up to ten (10) languages (other than English) most commonly spoken among members of the bargaining unit as determined by the Union, provided that the cost to the Employer shall not exceed eighty thousand dollars (\$80,000) during the life of this Agreement. Any costs

over and above eighty thousand dollars (\$80,000) shall be borne exclusively by the Union.

- 6.2 In addition to the actual text of the Agreement and by mutual agreement of the parties, the printed copy of the Agreement may contain introductory statements, highlights, or graphics included for the purposes of making the Agreement easier to understand and in order to provide the information most important to home care workers (such as their wage scales, benefits, and rights) in an easily-accessible, user-friendly format.
- 6.3 Regarding the production of the Agreement in languages other than English and the inclusion of introductory statements, highlights, or graphics, the parties agree that all disputes regarding the interpretation or application of this Agreement shall be determined based solely on the original English-language Agreement signed by the parties, and not upon any other language version or upon any introductory statements, highlights, or graphics.
- 6.4 To the extent that the Union incurs costs associated with this Article prior to the effective date of this Agreement and not exceeding eighty thousand dollars (\$80,000), those costs shall be agreed upon and reimbursed by the Employer on or immediately after the effective date of this Agreement.

ARTICLE 7

GRIEVANCE AND DISPUTE RESOLUTION

- 7.1 **Dispute Resolution Philosophy**
The Employer and the Union commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. Our relationship depends on mutual respect and trust based on our ability to recognize and resolve disagreements rather than avoiding them. Prior to filing a grievance, the Union and the Employer will attempt wherever possible to resolve problems informally and not to resort to the formal grievance procedure.
- 7.2 **Grievance Definition**
A grievance is defined as a contention of a misapplication or violation concerning the application or interpretation of this Agreement.
- 7.3 **Grievance/Dispute Resolution Procedure**
Step 1. Informal Resolution
The home care worker and/or a Union representative may confer with the Employer's designated representative and attempt to resolve the issue informally.

Step 2. Written Grievance
If the grievance is not resolved at Step 1, the home care worker and/or Union representative shall set forth the grievance in writing including a statement of the

pertinent facts surrounding the grievance, the date on which the incident occurred, the alleged violations of the Agreement, and the specific remedy requested.

The written grievance shall be submitted to the Employer within thirty (30) calendar days of the occurrence of the alleged violation or within thirty (30) calendar days of when the home care worker or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance. The written grievance shall be submitted by email to labor.relations@ofm.wa.gov.

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

Step 3. (Optional) Mediation

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

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

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

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

Step 4. Arbitration

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

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

7.4 Time Limitations

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

ARTICLE 8

COMPENSATION

8.1 Wages

Effective July 1, 2015, current home care workers will be placed on a step commensurate with their IP hours of work retroactively calculated to July 1, 2005. Bargaining unit home care workers will be paid according to the wage scales found in Appendix A. During the life of this Agreement wages shall be adjusted upward for each home care worker based upon accumulation of hours not including time spent as mentors pursuant to [Section 8.2](#). All home care workers shall be paid strictly on an hourly basis. Except as modified by this Agreement, all home care workers shall be paid strictly according to the wage scales. Any non-hourly payment arrangements, or arrangements to pay any home care worker according to any other rate than the rates contained in Appendix A, are hereby void.

8.2 Certification Differentials and Mentor, Preceptor, and Trainer Pay

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

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

Pursuant to [Article 15.9](#), a home care worker who is assigned by the Training Partnership as a mentor, preceptor, or trainer of other home care workers or prospective home care workers shall be paid an additional one dollar (\$1.00) per hour differential in addition to his or her regular hourly wage rate, and in addition to any other differentials or adjustments, for each hour that he or she works as a mentor, preceptor, or trainer. The Employer shall not be responsible for employing, paying, tracking or verifying hours of mentor work.

8.3 Mileage Reimbursement

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

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

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

The Employer shall contribute three dollars and ten cents (\$3.10) per Department-paid hour worked by all home care workers covered by this Agreement to the Trust, effective July 1, 2015. Effective July 1, 2016 the Employer shall contribute three dollars and forty-six cents (\$3.46) per Department-paid hour worked by all home care workers covered by this Agreement to the Trust. Department-paid hours shall not include consumer participation hours, training hours, paid time off or vacations.

[NOTE: The following paragraphs of Article 9.2 will remain in effect until a new payroll system is implemented in accordance with Article 12.]

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

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

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

[NOTE: The following paragraphs of Article 9.2 will become effective upon implementation of a new payroll system in accordance with Article 12.]

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

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

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

[NOTE: The language of Article 9.3 below will remain in effect until a new payroll system is implemented in accordance with Article 12.]

9.3 Payroll Deductions

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

[NOTE: The language of Article 9.3 below will become effective upon implementation of a new payroll system in accordance with Article 12.]

9.3 Payroll Deductions

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

9.4 Purpose of Trust

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

9.5 Trust Agreement

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

9.6 Indemnify and Hold Harmless

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

ARTICLE 10

WORKER'S COMPENSATION

10.1 Worker's Compensation Coverage

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

10.2 Worker's Compensation Premiums

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

10.3 Third Party Administrator

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

ARTICLE 11

PAID TIME OFF

11.1 Accrual

Home care workers shall be eligible for paid time off (PTO). Effective July 1, 2015 accrual of PTO shall be one (1) hour of PTO for every thirty-five (35) hours worked. Effective July 1, 2016 accrual of PTO shall be one (1) hour of PTO for every thirty (30) hours worked. PTO hours shall cap at one hundred (100) hours.

11.2 Use

Individual providers have the right to use PTO; however, in order to be eligible to be paid for PTO, a home care worker must have the consent of his or her consumer.

ARTICLE 12

PAYROLL, ELECTRONIC DEPOSIT AND TAX WITHHOLDING

12.1 Payroll System Implementation

The State will adopt a new payroll system for the purposes of calculating and making payments to individual providers.

The new system will, at a minimum, be capable of collecting and reporting demographic data, including but not limited to information outlined in [Article 5](#),

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

12.2 Payment Timelines under New Payroll System

The newly implemented payroll system will pay individual provider home care workers on a twice-monthly basis. Individual providers will be paid on the first (1st) and sixteenth (16th) day of each month. If the first (1st) or sixteenth (16th) day of the month falls on a Saturday, individual providers shall be paid on the previous Friday. If the first (1st) or sixteenth (16th) day of the month falls on a Sunday or recognized federal holiday, payment shall be made on the subsequent business day which is not a recognized federal holiday. Hours reported by the individual provider on or before the fifteenth (15th) day of each month, shall be paid on the first (1st) of the following month. Hours reported by the individual provider on or after the sixteenth (16th) day of the month shall be paid on the sixteenth (16th) day of the following month. Unless prohibited by law, deductions may be divided between the bi-monthly payments.

12.3 Timely and Accurate Payment

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

12.4 Electronic Deposit

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

12.5 Tax Withholding

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

12.6 Changes to Payroll and Payment Systems

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

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

12.7 Debit Card

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

**ARTICLE 13
NO DISCRIMINATION**

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

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

**ARTICLE 14
REFERRAL REGISTRY**

14.1 Eligibility for Referral Registry

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.

14.2 Seniority Preference

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

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.

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.

14.3 Removal from Referral Registry

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

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

14.4 Election of Remedies

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

14.5 Referral Registry Benefit

A. Creation of New Referral Registry

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

B. Development of Business Plan and Contribution

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

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

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

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

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

C. Hours not Included in Contribution

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

D. Contribution Conditioned on Federal Approval

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

ARTICLE 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, 2015, the Employer shall contribute to the Partnership thirty-seven cents (\$0.37) per Department-paid hour worked by all home care workers covered by this Agreement. Effective July 1, 2016, the Employer shall contribute to the Partnership thirty-eight cents (\$0.38) per Department-paid hours worked by all home care workers covered by this Agreement at least three cents (\$0.03) of which shall be used for a certification and testing fees assistance benefit. Department-paid hours shall not include consumer participation hours, 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 parties agree that the certification benefit set out in this section, is for the exclusive purpose of defraying 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 Employer agrees to continue contributions for this benefit provided that the Employer is provided with verifiable reports on a quarterly basis from the Training Partnership in a format acceptable to the Employer, which verifies the contribution has been used for the designated purposes.

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

15.5 Minimum Basic Training Requirements

All legally required basic training 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. Upon completion of required continuing education training, 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.

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.

Any individual provider who is exempted from basic training or continuing education requirements, or any portion thereof, may voluntarily enroll, at his or her own expense, in any training offered by the Partnership for which that individual provider is otherwise eligible. However, 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 without the requirement to pay tuition.

15.9 Mentoring

Pursuant to RCW [74.39A.330](#), 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 his or her 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. Prior to appointment, mentors must meet the same qualifications as an individual provider 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. The State, the Union and the Partnership shall cooperate to develop advanced training curricula that support the objectives of the state's health home initiatives, which are targeted to high cost/high risk clients.

15.11 Training Curriculum and Instructors

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

15.12 Training Provisions, Tracking and Reporting

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

1. Providing all types of training required by law 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.

15.13 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 portal.

15.14 Indemnify and Hold Harmless

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

ARTICLE 16

LABOR MANAGEMENT COMMITTEE

16.1 Purpose

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

16.2 Meetings

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

16.3 Individual Provider Recruitment and Retention

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

ARTICLE 17

DUTY TO BARGAIN

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

ARTICLE 18

CONSUMER RIGHTS

18.1 Information Regarding Consumers

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

18.2 Consumer Confidentiality

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

18.3 Non-Waiver

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

18.4 Consumers Not Subject to Grievance Procedure

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

ARTICLE 19

POLICIES AND PRACTICES

19.1 Medicaid Integration Projects

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

19.2 Consumer Assessments

Individual providers are part of the consumer assessment process. However, in some situations the caseworker conducting the consumer interview may make the determination that the consumer interview will be conducted without the presence of the individual provider. If the individual provider does not participate in the consumer interview, the caseworker will talk to the individual provider prior to completing the consumer assessment. Whenever the consumer suffers a reduction in hours or seeks an increase in hours, the Employer will make a reasonable effort to consult with the consumer's individual provider prior to making a final determination.

19.3 Cash and Counseling

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

19.4 Provider Reclassification

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

19.5 Exclusion

In no event shall any task, type of work or hours of work that are not typically authorized as personal care under the Employer's Medicaid personal care, community options program entry system, chore services program, or respite care program, or respite care or residential services and support to persons with developmental disabilities under RCW [71A.12](#) or respite care as defined in RCW [74.13.270](#), or that would otherwise constitute covered services under [Section 19.1](#) above, be considered covered work or covered hours of work under this Agreement, and this Agreement shall not be in force and effect with respect to such work or hours of work.

19.6 Delivery of Quality Home Care Services

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

19.7 Changes to the Health Care Delivery System

The parties recognize that during the life of this Agreement important changes will likely occur in the delivery of long term care, respite care and services and supports to persons with developmental disabilities, including those changes mandated by the Affordable Care Act. 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.

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 classification category they will be placed in the category with the highest base hours.

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 hereby agrees to fund a portion of the anticipated expenses needed to create such plan and trust as indicated in paragraph 21.3 herein below.

21.2 Contributions to Retirement Trust

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

21.3 Development Funding

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

21.4 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.

ARTICLE 22

UNINTERRUPTED IN-HOME CARE SERVICES

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

22.2 In recognition of consumers' right to select, hire, supervise the work of, and terminate any individual provider providing services to them, the parties agree

that the Employer does not have the authority to lock out the Union or the individual providers.

ARTICLE 23

SAVINGS OR SEPARABILITY CLAUSE

- 23.1** This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- 23.2** In the event of such invalidation, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

ARTICLE 24

COMPLETE AGREEMENT

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

ARTICLE 25

TERM OF THE AGREEMENT

- 25.1 Effective Dates**
Except for those provisions requiring a legislative appropriation of funds, this Agreement shall go into full effect July 1, 2015, and shall continue in full effect, unless amended by mutual written agreement of the parties, through June 30, 2017. Those provisions requiring a legislative appropriation shall go into full effect on July 1, 2015 or as otherwise provided for in this Agreement, if approved.

25.2 Successor Negotiations

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

**APPENDIX A
WAGE SCALES**

July 1, 2015 – December 31, 2015			
Cumulative Career Hours	Home Care Aide (Without Certification) Article 9.1	Certified Home Care Aide OR Certified Nurse Assistant License Article 9.2	Certified Home Care Aide WITH Completed Advanced Training Article 9.2
0-700	\$11.31	\$11.56	\$11.81
701-2000	\$11.56	\$11.81	\$12.06
2001-4000	\$11.71	\$11.96	\$12.21
4001-6000	\$11.89	\$12.14	\$12.39
6001-8000	\$12.03	\$12.28	\$12.53
8001-10000	\$12.20	\$12.45	\$12.70
10001-12000	\$12.36	\$12.61	\$12.86
12001-14000	\$12.53	\$12.78	\$13.03
14001-16000	\$14.78	\$15.03	\$15.28
16000 and above	\$15.03	\$15.28	\$15.53

Note: Wages shall be adjusted upwards by one dollar (\$1.00) an hour for individual providers who perform duties as mentors, preceptors, or trainers as assigned by the Training Partnership. Time worked as a mentor will not count toward cumulative care hours.

January 1, 2016 – June 30, 2016			
Cumulative Career Hours	Home Care Aide (Without Certification) Article 9.1	Certified Home Care Aide OR Certified Nurse Assistant License Article 9.2	Certified Home Care Aide WITH Completed Advanced Training Article 9.2
0-700	\$11.50	\$11.75	\$12.00
701-2000	\$12.00	\$12.25	\$12.50
2001-4000	\$12.20	\$12.45	\$12.70
4001-6000	\$12.40	\$12.65	\$12.90
6001-8000	\$12.60	\$12.85	\$13.10
8001-10000	\$12.80	\$13.05	\$13.30
10001-12000	\$13.00	\$13.25	\$13.50
12001-14000	\$13.20	\$13.45	\$13.70
14001-16000	\$15.00	\$15.25	\$15.50
16001 and above	\$15.15	\$15.40	\$15.65

Note: Wages shall be adjusted upwards by one dollar (\$1.00) an hour for individual providers who perform duties as mentors, preceptors, or trainers as assigned by the Training Partnership. Time worked as a mentor will not count toward cumulative care hours.

July 1, 2016 – December 31, 2016			
Cumulative Career Hours	Home Care Aide (Without Certification) Article 9.1	Certified Home Care Aide OR Certified Nurse Assistant License Article 9.2	Certified Home Care Aide WITH Completed Advanced Training Article 9.2
0-700	\$11.75	\$12.00	\$12.25
701-2000	\$13.00	\$13.25	\$13.50
2001-4000	\$13.20	\$13.45	\$13.70
4001-6000	\$13.40	\$13.65	\$13.90
6001-8000	\$13.60	\$13.85	\$14.10
8001-10000	\$13.80	\$14.05	\$14.30
10001-12000	\$14.00	\$14.25	\$14.50
12001-14000	\$14.20	\$14.45	\$14.70
14001-16000	\$15.00	\$15.25	\$15.50
16001 and above	\$15.15	\$15.40	\$15.65

Note: Wages shall be adjusted upwards by one dollar (\$1.00) an hour for individual providers who perform duties as mentors, preceptors, or trainers as assigned by the Training Partnership. Time worked as a mentor will not count toward cumulative care hours.

January 1, 2017 – June 30, 2017			
Cumulative Career Hours	Home Care Aide (Without Certification) Article 9.1	Certified Home Care Aide OR Certified Nurse Assistant License Article 9.2	Certified Home Care Aide WITH Completed Advanced Training Article 9.2
0-700	\$12.00	\$12.25	\$12.50
701-2000	\$13.40	\$13.65	\$13.90
2001-4000	\$13.60	\$13.85	\$14.10
4001-6000	\$13.80	\$14.05	\$14.30
6001-8000	\$14.00	\$14.25	\$14.50
8001-10000	\$14.20	\$14.45	\$14.70
10001-12000	\$14.40	\$14.65	\$14.90
12001-14000	\$14.60	\$14.85	\$15.10
14001-16000	\$15.25	\$15.50	\$15.75
16001 and above	\$15.40	\$15.65	\$15.90

Note: Wages shall be adjusted upwards by one dollar (\$1.00) an hour for individual providers who perform duties as mentors, preceptors, or trainers as assigned by the Training Partnership. Time worked as a mentor will not count toward cumulative care hours.

APPENDIX B DEFINITIONS

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

Individual provider (also referred to as home care worker or caregiver): a person, including a personal aide, who has contracted with the Department to provide personal care or respite care services to functionally disabled persons under the Medicaid personal care, community options program entry system, chore services program, or respite care program, or to provide respite care or residential services and support to persons with developmental disabilities under chapter 71A.12 RCW, or to provide respite care as defined in RCW 74.13.270 and who solely for the purpose of collective bargaining is employed by the Employer as provided in RCW 74.39A.270.

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

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

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

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

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

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

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

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

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

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

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

The parties agree to pilot program called the Advanced Home Care Aide and Specialist (AHCAS) Pilot. The intent of the program is to develop and implement 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 department.

1. To become an AHCAS IPs must:
 - a. Have a current certified HCA;
 - b. Be working for a client who meets the department's criteria for whose care plan identified need for AHCAS skills training;
 - c. Successfully complete the AHCAS training and pass the proficiency test.
2. Notwithstanding the provisions of Article 15 – Training, the Department, in conjunction with the Training Partnership will develop curriculum that supports the role of the AHCAS for the individual providers participating in the program. The curriculum must advance the individual provider's knowledge and skills beyond basic training using clearly identified learning objectives, competencies and methods to measure integration of specific skill sets.
3. For purposes of this pilot project only, individual providers participating in this pilot project will be compensated by the Employer at their regular rate of pay for up to seventy (70) hours per individual provider for the duration of the pilot project.
4. Effective July 1, 2015, the Employer shall contribute for this pilot to the Partnership one cent (\$0.01) per Department-paid hour worked by all home care workers covered by this Agreement. Effective July 1, 2016, the Employer shall contribute to the Partnership three cents (\$0.03) per Department-paid hour worked by all home care workers covered by this Agreement.
5. The provisions of this agreement expire June 30, 2017.
6. Pilot will be implemented with new Payroll system.

For the Employer

/s/

Franklin Plaistowe, Labor Negotiator

For the Union

/s/

Adam Glickman, Secretary Treasurer

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

Executed this 1st day of July, 2015.

For the Service Employees International Union Local 775:

/s/
David Rolf, President
SEIU Healthcare 775NW

For the State of Washington:

/s/
Jay Inslee
Governor

/s/
Diane Lutz, Section Chief
OFM/SHR, Labor Relations Section