

## **Preamble**

This document constitutes an Agreement by and between the Washington State Home Care Quality Authority, hereinafter referred to as the "Employer" or as the "HCQA" and the Service Employees International Union, Local 775, AFL-CIO, hereinafter referred to as the "Union" and in accordance with provisions of RCW 74.39A270.

The parties hereby agree that it is a top priority of the HCQA and the Union that economic gains for workers achieved under this Agreement should not come at the expense of consumer services, hours, or eligibility.

## **Article 1 Recognition**

Service Employees International Union Local 775 ("Union") is recognized by the Washington State Home Care Quality Authority ("HCQA" or "Employer") as the sole and exclusive representative for all individual providers of in-home care services ("home care workers" or "caregivers") as defined in RCW 74.39A 240 and under the provisions of 74.39A 270 in Washington State employed by the Home Care Quality Authority for the purposes of collective bargaining, excluding supervisors, confidential employees, and all other employees.

## **Article 2 Union Rights**

### **Section 1. Respectful Relationship**

The parties agree that the relationship between the HCQA and the Union is a special one, and that much collaboration between consumers, workers, and advocates will more positively take place in an atmosphere of mutual respect. The Union and the HCQA agree that it is our intent to endeavor to create an atmosphere where all homecare workers, managers, Authority members, Union representatives and those integral to the consumers' support systems shall treat each other with dignity, respect and courtesy.

## **Section 2. Stewards and Union Representatives**

The Union shall have the right to select up to one shop steward for every 50 home care providers. The HCQA shall recognize Union stewards and representatives in the course of their representational duties. The Union shall advise the HCQA of the names and phone numbers of Union stewards 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.

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which 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. Shop stewards shall perform representational activities or other union business only during non-working time and shall not otherwise interfere with the work of individual providers or homecare services provided.

## **Section 3. Union Bulletin Boards**

The Union shall have a right to bulletin board space, the location and size of which shall be an appropriate subject for discussion between the parties. In the event that the HCQA or the Referral Registry should establish a website, a link to the Union's website shall be activated.

## **Article 3 Employer Rights**

Section 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.

## **Section 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 14 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 except as otherwise limited by this Agreement under Article 13 Registry;
- 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 15 Labor/Management Committee 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 anyway 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;

Section 3. The above enumerations of Employer rights are not inclusive and do not exclude other Employer rights not specified including those duties, obligations or authority provided under RCW 74.39A.250 and 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.

Section 4. No action taken by the Employer with respect to a management right shall be subject to a grievance or arbitration procedure or collateral action/suit, unless the exercise thereof violates an express written provision of this Agreement.

## **Article 4 Union Membership and Union Security**

Section 1. Not later than thirty (30) days following the first pay period of employment, or the effective date of employment, whichever is later, every home care worker covered by this Agreement shall, as a condition of employment and continued eligibility to receive payment for services provided, become and remain a member of the Union paying the periodic dues and fees uniformly required. The HCQA shall cause the state as payor, but not as the employer to enforce this union security provision under the provisions of RCW 41.56.113 by causing deduction from the payments to bargaining unit members the dues required for membership in the exclusive bargaining representative, or, for nonmembers thereof, a fee equivalent to the dues.

Section 2. It is the intent of this Agreement that the provisions of this Article safeguard the right of home care workers to remain non-members based on *bona fide* religious tenets or teachings of a church or religious body of which such home care worker is a member. Such home care workers shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 1 of this Article, to a nonreligious charity or to another charitable organization mutually agreed upon by the home care worker affected and the

Union. On at least a quarterly basis, the home care worker shall furnish written proof to the Union that such payment has been made.

Any home care worker who claims a right of non-association based on *bona fide* religious tenets or teachings of a church or religious body of which such employee is a member shall provide written notice of that claim to the Union, and shall, at the same time, provide the Union with the name(s) and address(es) of one or more nonreligious charitable organizations to which the home care worker is prepared to make alternative payments in lieu of the payments required by this union security provision.

Within sixty days after it receives written notice of a claimed right of non-association, the Union shall provide a written response to the worker, setting forth the position of the Union as to both:

- (1) The eligibility of the home care worker to make alternative payments; and
- (2) The acceptance or rejection by the Union of the charitable organization(s) suggested by the home care worker.

Any disputes regarding the eligibility of the home care worker to make alternative payments and/or if the Union and home care worker are unable to mutually agree to a nonreligious charitable organization, the matter shall be forwarded to Public Employment Relations Commission (PERC) for final disposition.

Section 3. The Union and each home care worker authorizing the assignment of pay for the purpose of payment of union dues hereby agree to undertake 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 such home care worker. This paragraph shall not be interpreted to limit the right of the Union to use the Dispute Resolution Process contained in this agreement to collect dues, fees, and contributions owed.

Section 4. This Article shall be in full force and effect and shall commence subsequent to completed negotiations between the state as payor and the Union pursuant to RCW 41.56.113(3)(a) and upon practical application of the payroll deductions systems.

## **Article 5 Bargaining Unit Information**

The HCQA shall use its full authority to collect 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, home address, mailing address, phone number, wage rate, program or service code, amount paid during the current month of payment.

The HCQA shall make a good faith effort to provide other information to the Union, if not otherwise prohibited by force of law, including hire date, cumulative lifetime hours worked as an individual provider, social security number, email address, information about current training status and the most recent dates that training has been received. On a regular basis, the HCQA and the Union shall coordinate to reconcile any questions about the bargaining unit information and records.

## **Article 6 Deduction of Dues, Contributions, and Fees**

Section 1. In accordance with RCW 41.56.113, the HCQA shall cause the appropriate agency to deduct the amount of dues, or, for nonmembers thereof, a fee equivalent to the dues and voluntary contributions to one (1) union fund or committee payable to the Union from each home care worker's monthly payment for services (paycheck) upon receipt of proper authorization for such deductions from the homecare worker or the Union. The deductions will be transferred to the Union monthly by electronic means.

Section 2. This Article shall be in full force and effect and shall commence subsequent to completed negotiations between the state as payor and the Union pursuant to RCW 41.56.113 (3) (a) and upon practical application of the payroll deduction systems.

Section 3. Following implementation of the initial programming changes necessary to facilitate such deductions, the ongoing regular cost of such deductions shall be borne by the HCQA.

## **Article 7 Grievance and Dispute Resolution**

### **Section 1. Dispute Resolution Philosophy**

HCQA 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 HCQA and the Union will attempt wherever possible to resolve problems informally and not to resort to the formal grievance procedure.

## Section 2. Grievances

A grievance is defined as a contention of a misapplication or violation concerning the application or interpretation of this Agreement. Because the grievance procedure will also apply to the standards, rules, policies and procedures of the Referral Registry, and any new training or qualification standards which will be established by the HCQA and are not yet incorporated into this Agreement, the following procedures may be changed with agreement from the parties.

## Section 3. Grievance/Dispute Resolution Procedure

Step 1. The home care worker and /or a Union representative may confer with the HCQA representative and attempt to resolve the issue informally.

Step 2. 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 HCQA within twenty-one (21) days of the occurrence of the alleged violation or within twenty-one (21) 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 may be submitted in person, by US Mail, by fax or by email.

The Authority shall meet with the grievant and her/his Union representative within fourteen (14) days of receipt of the written grievance, in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance should remain unresolved, the Authority will provide a written response to the grievance within fourteen (14) days from the date the parties met to discuss the grievance.

Step 3. If the matter is not resolved at Step 2, within thirty days of receipt of the written response from the Employer, the Union may submit the matter to a mediation panel in order to attempt to resolve the issue.

A neutral mediator will be selected by representatives of the HCQA and the Union, and shall join one representative appointed by HCQA and one representative appointed by the Union. Both parties shall submit a statement of their position on the issue. The mediation panel may also bring the parties together in person to attempt to resolve the issue.

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.

**Step 4.** If the grievance is not settled at Step 3, it may 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 15 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 the costs of the Arbitration, including the fees of the Arbitrator and the proceeding itself, but not including the costs of representation, advocacy, or witnesses for either party. The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

#### Section 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. Any grievance not properly presented in writing and within the time limits specified, or any grievances not moved to the next step within the specified time limits shall be considered to have been withdrawn. If the Authority fails to meet the time limitations specified, the Union may move the grievance to the next step. Time limitations may be extended by mutual agreement of the parties.

### **Article 8 Compensation**

#### Section 1. Wages

Effective October 1, 2003, home care workers shall be compensated at the minimum\* rate of \$8.43 per hour.

Effective October 1, 2004, home care workers shall be compensated at the minimum\* rate of \$8.93 per hour.

\*Nothing herein shall be construed as a limitation or restriction on the payor's ability to compensate individual providers at rates higher than the minimum rates set forth in this Agreement.



## **Article 9 Health Care Benefits**

### **Section 1. Intent**

The parties agree that the intent of this Article 9 is to provide health care coverage only to those workers who do not have other health insurance coverage, to the extent permitted by law.

### **Section 2. Contributions**

The HCQA shall contribute up to four hundred dollars (\$400.00) per month for each eligible home care worker to a health and welfare trust fund mutually designated by the parties. The effective date of these contributions shall be January 1, 2005, assuming that a health and welfare trust fund can be put in place and operational by that date.

Eligible home care workers shall contribute seventeen dollars (\$17.00) per month to the joint health and welfare trust fund designated by the parties. This contribution shall be made via payroll deduction upon written authorization of each eligible home care worker.

### **Section 3. Eligibility**

Effective January 1, 2005, or as otherwise provided for in Section 1., those home care workers employed for at least three (3) consecutive months and who work a minimum of eighty-six point six (86.6) hours per month, and who are not otherwise eligible to receive health care benefits through other family coverage, other employment-based coverage or military or veterans coverage, shall be considered eligible.

### **Section 4. Coverage**

Coverage for eligible home care workers shall begin subsequent to legislative funding approval and as provided for in Section 1. Eligible home care workers who do not provide written authorization for the required payroll deduction in Section 1. shall not receive coverage until such time as they have provided written authorization. Costs for implementation of deduction of employee premiums for health care shall be paid by the HCQA.

### **Section 5. Trust Fund**

The purpose of participation by the parties in the joint health and welfare trust fund, hereinafter referred to as the "Trust Fund" or "Trust" until such time as it is

mutually identified by the parties, shall be to provide health care insurance to eligible home care workers covered under this Agreement.

To maximize cost efficiencies, coordination of benefits shall be a feature of any plan provided by the Trust and to the greatest extent allowed by the law.

The Trust Fund 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 Fund shall indemnify and hold harmless from liability the HCQA, all branches and departments of Washington State government, and the State of Washington, its agents and/or its representatives, from any claims by beneficiaries, health care providers, vendors, insurance carriers or employees covered under this Agreement.

At its sole discretion, the Trust Fund may establish cents-per-hour contribution rates for the HCQA, based on the total number of hours worked by members of the bargaining unit. The hourly rates shall be calculated as identical to the total dollar monthly contributions required under this Agreement. Hourly contribution rates shall not, in any event, cost more than the monthly amounts provided for eligible employees in Section 1. Implementation of hourly rate contributions shall occur only if sufficient funds are available and only at such time as a practical application of the process may be put into effect.

Until such time as the HCQA has reviewed and signed a written Trust Agreement, the HCQA, all branches and departments of Washington State government, and the State of Washington, its agents and/or representatives shall not be bound by the terms, conditions and responsibilities provided for in the Trust Agreement. Contributions to the Trust Fund, the amounts and effective date(s) for which are outlined in Section 1., shall not be paid until such time as the HCQA has reviewed and signed a written Trust Agreement.

## **Article 10 Worker's Compensation**

The HCQA shall provide worker's compensation (L & I) coverage for all home care workers in the bargaining unit. All home care workers shall complete any required health and safety training. Coverage for eligible home care workers shall, subject to legislative funding approval, begin on October 1, 2004. The Union acknowledges that this will require the HCQA and other state agencies to resolve issues such as consumer authorization processes for coverage, worker payroll deductions and third party administration. Costs for implementing and continuing employee premium deductions for L & I shall be paid by the HCQA.

In order to consistently affirm the role of consumer as employer and the state as payor, and to insulate the state from liability to the maximum extent possible, the HCQA 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 Payroll, Electronic Deposit and Tax Withholding**

### **Section 1. Timely Payment**

Home care workers shall be entitled to receive timely payment for services authorized and rendered. To promote a timely and accurate payroll system, the HCQA and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues.

### **Section 2. Electronic Deposit**

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

### **Section 3. Tax Withholding**

The HCQA and the Union agree to work together in further research and discussion for practical and appropriate applications of tax withholding for homecare workers.

## **Article 12 No Discrimination**

The Union and the Employer are mutually committed to a policy of nondiscrimination. The Employer shall not unlawfully discriminate with respect to employment or conditions of employment on the basis of race, color, physical and/or mental disability, marital status, national origin, ancestry, gender, 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.

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 74.39A270(4).

## **Article 13 Referral Registry**

Section 1. The HCQA and the Union hereby agree to bargain over those mandatory subjects which may be present in the establishment and implementation of the Referral Registry as provided under RCW 74.39A.250(1)(d).

Section 2. The Union shall be entitled to at least one seat on any committee or task force charged with development of recommendations to the HCQA and/or Legislature, for the establishment and operation of the Registry. This provision does not preempt section 1, above.

## **Article 14 Training**

Section 1. Joint Committee on Training and Education.

Within six (6) months of the signing of this Agreement, the parties shall establish a Joint Committee on Training and Education to consist of equal numbers of home care worker representatives (designated by the Union) and employer representatives (designated by the HCQA). The Joint Committee shall meet at mutually convenient times and at ADA accessible locations.

The Joint Committee shall consist of up to three (3) representatives of the Union and up to three (3) representatives of the HCQA. The parties are encouraged to select members who are representative of home care workers' and consumers' interests respectively. Home care workers serving as representatives of the Union as described above, shall be compensated by the HCQA for their time spent in Joint Committee meetings. The parties shall be solely responsible for determining reimbursement, if any, of other expenses of their respective representatives and/or resource persons attending meetings of the Joint Committee.

Section 2. The objective of this Committee shall be to establish comprehensive training qualifications and requirements for individual providers and subject to necessary input from consumers for adoption by the Employer under the Employer's statutory duty to establish qualifications, including minimum training qualifications.

Section 3. Partnership Fund.

The Joint Committee on Training and Education shall develop a proposal for a joint training and education partnership fund for the purpose of conducting training through or by the HCQA for independent providers covered under this

Agreement. The Committee will consider the feasibility of the creation of a multi-employer home care industry training and education partnership fund. In the event that statutory changes are required in order to create or operationalize such a joint fund or multi-employer fund, the parties shall, upon agreement, advocate in good faith for adoption of the changes necessary.

#### Section 4. Union Access to Training.

- a.) The Union and the HCQA shall endeavor to obtain access for the Union to be granted thirty (30) minutes on the agenda of each "Fundamentals of Caregiving" and "Modified Fundamentals of Caregiving" required to be completed by home care workers, and on the agenda of continuing education courses conducted by the Department, the Area Agencies on Aging, or their subcontractors.
- b.) If the Union and the HCQA are not successful in obtaining access for the Union to be granted thirty (30) minutes on the agenda of the trainings outlined above in Section 3 a.), then the Union shall be granted at least thirty (30) minutes on the agenda for presentation at a training conducted by or through the HCQA and required to be completed by all independent providers. This thirty (30) minute period shall be paid as time worked for all independent providers in the bargaining unit receiving the Union portion of the training.

### **Article 15 Labor/Management Committee**

#### Section 1. Purpose

The HCQA and the Union acknowledge that the functions of the HCQA will continue to evolve over time, and in recognition of our mutual commitment to the success of the HCQA, the Union and the HCQA shall establish a statewide Labor Management Committee (LMC) to engage in ongoing discussion of topics of mutual interest.

#### Section 2. Structure

The LMC shall meet on a flexible basis, but shall meet formally at least once every quarter, at mutually convenient times and ADA accessible locations. The LMC shall consist of up to five (5) representatives of the Union and up to five (5) representatives of the HCQA. The parties are encouraged to select members who are representative of home care workers and consumers' interests respectively. Home care workers serving as representatives of the Unions as described above, shall be compensated by the HCQA for their time spent in LMC meetings. The parties will be solely responsible for determining dispensations, if

any, of other expenses of their respective representatives and/or resource persons as attendees.

### Section 3. Functions

a.) The formal function of the LMC shall be to foster ongoing discussions of topics of mutual interest to both parties. Any changes to this Agreement which are approved by the parties through the LMC shall be reduced to writing and incorporated into this Agreement as a memorandum of understanding and shall have full force and effect.

b.) The LMC shall not be used to supplant the Dispute resolution process set forth in this Agreement.

c.) The LMC may explore utilization of the services of a recognized expert in labor-management cooperative processes, such as the Public Employment Relations Commission or the Federal Mediation and Conciliation Services. The LMC may adopt upon mutual agreement of the parties, the Interest-Based Bargaining (IBB) approach as its decision-making model, and may adopt ground rules or other mutually agreed upon procedures in support of the IBB method. In the event of such mutual agreement, the parties shall seek training on the effective use of the IBB method.

### Section 4. Contracting Out Bargaining Unit Work

The HCQA agrees that it will provide notice to the Union of its intent to contract out any bargaining unit work sufficiently in advance of implementation in order to give the Union an opportunity to advance alternative proposals and/or bargain over the impacts of the change.

## Article 16 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 has lawful control over those subjects.

## **Article 17 Uninterrupted In-Home Care Services**

Neither the Union, the individual providers 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. The Union, individual providers and their agents shall not conduct picketing against the HCQA or 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 Chair or Executive Director shall contact the President or Vice President 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.

The Employer shall not lock out the Union or the individual providers.

## **Article 18 Savings or Separability Clause**

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.

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 19 Complete Agreement**

Section 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.

Section 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.



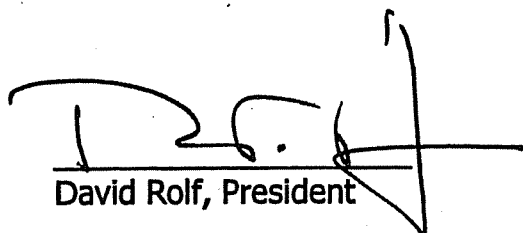
## Article 20 Term of the Agreement

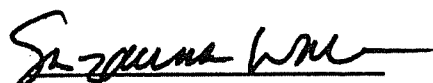
Except for those provisions requiring a legislative appropriation of funds, this Agreement shall go into full effect subsequent to ratification by the Union and upon the date of signing by the parties, and shall continue in full effect until June 30, 2005. Those provisions requiring a legislative appropriation shall go into full effect on July 1, 2003 if approved or as otherwise provided for in this Agreement.

The parties shall begin negotiations for a successor agreement no later than July 1, 2004. 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, 2005, all the terms of this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one year from the expiration date of this Agreement.

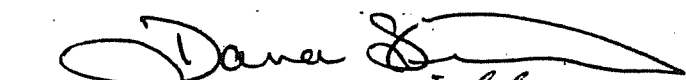
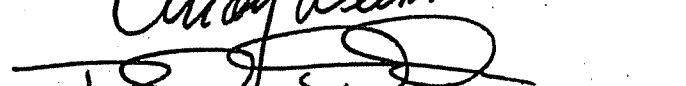
In witness whereof, the Washington State Home Care Quality Authority and the Service Employees International Union Local 775, AFL-CIO, have entered into this Agreement on January 13, 2003 and as modified herein on this 14<sup>th</sup> day of November, 2003.

For the Union:

  
David Rolf, President

  
Suzanne Wall, Sec-Treas.

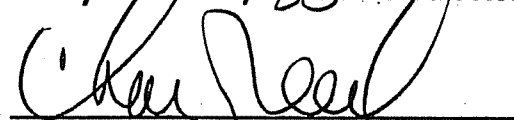
Bargaining Team Members :

  
Bill Milton  
Cindy Weir  
  
Ali G. Dominguez  
Karen Hammer

For the HCQA:

  
Rick Hall, Labor Relations Manager

  
Mindy Schaffner, Executive Director

  
Charles Reed, Chair

## APPENDIX

### 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: 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 Home Care Quality Authority as provided in RCW 74.39A.270. Also referred to as "Home Care Worker" herein. Also referred to as "Caregiver" herein.

Home Care Quality Authority (HCQA): an agency established to regulate and improve the quality of long-term in-home care services by recruiting, training, and stabilizing the work force of individual providers as defined in RCW 74.39A.230. The employer solely for the purpose of collective bargaining as defined in RCW 74.39A.270. Also referred to as "Employer" herein. Also Referred to as "Management" herein. Also referred to as "Authority". [www.hcqa.wa.gov](http://www.hcqa.wa.gov)

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

Service Employees International Union (SEIU) Local 775: sole and exclusive bargaining representative for the statewide bargaining unit of individual providers as defined in RCW 74.39A.270. Also referred to as the "Union" herein. [www.seiu775.org](http://www.seiu775.org)

Department: the Washington State Department of Social and Health Services (DSHS). Also referred to as "Payor" herein. [www.dshs.wa.gov](http://www.dshs.wa.gov)

Shop Steward: an individual provider covered by the collective bargaining agreement authorized in writing by SEIU Local 775, to engage in representational activities.

Union Representative: an authorized bargaining representative employed by SEIU.

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 and as provided in RCW 74.39A.250.

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

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

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