



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COASTAL COMMUNITY ACTION PROGRAM

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

JULY 1, 2023 THROUGH AUGUST 31, 2025

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CCAP

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COLLECTIVE BARGAINING AGREEMENT

COASTAL COMMUNITY ACTION PROGRAM

THIS AGREEMENT is made and entered into at Aberdeen, Washington this 1st day of July 2023, by and between COASTAL COMMUNITY ACTION PROGRAM, hereinafter referred to as the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties.

ARTICLE 1

SCOPE OF AGREEMENT

Section 1.1 UNION RECOGNITION The Employer recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and conditions of employment for all In-Home Care Providers employed by the Employer, excluding all other employees, managers, temporary employees, confidential employees, guards and supervisors as defined by the Act.

Section 1.2 COVERAGE Whenever the word "employee" appears in this Agreement, it shall refer only to those employees for whom the Union is, pursuant to Section 1.1 of this Agreement, recognized as the exclusive bargaining agent.

ARTICLE 2

UNION MEMBERSHIP

Section 2.1 UNION SECURITY AND MEMBERSHIP The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, in accordance with Article 1, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing; PROVIDED THAT, if an employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the Employer and the Union.

Section 2.1(a) UNION SECURITY AND MEMBERSHIP The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, in accordance with Article 1, after 31 days from the date of employment become and remain members of the Union in good standing: PROVIDED THAT, if an employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the Employer and the Union. Good standing shall depend on payment of the initiation fees and dues in accordance

with the attached dues schedule. The "effective date of employment" as used here and hereinafter shall be the first date on which work is commenced by the employee, including any Employer mandated training.

Section 2.1(b) UNION SECURITY AND MEMBERSHIP The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that they have not acquired and maintained membership in the Union. In the event the employee fails or refuses to pay the dues and fees on which they are delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer shall discharge the employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 2.2 DUES DEDUCTION Upon receipt of a written check-off authorization card signed by an employee covered by this Agreement, the Employer shall make deductions from the wages of the employee and remit same to the Union for the payment of current regular dues and initiation fees, subject to the following terms and conditions:

Section 2.2(a) DUES DEDUCTION The Employer shall deduct current regular monthly dues and initiation fees from the first paycheck of each month and remit such fees to the Union within fifteen (15) calendar days unless the employee has made arrangements to make direct payment of dues to the Union and notified the Employer and the Union in writing. Paycheck deduction of dues shall be optional with the employee. Employees who chose to pay dues directly to the Union shall be responsible for payment of monthly dues before the fifteenth (15) day of the current month.

Section 2.2(b) DUES DEDUCTION The Employer shall distribute to new employees, at their initial orientation, check-off authorization cards and explanatory material provided by the Union. The Union Steward will be allowed up to thirty (30) minutes of unpaid time during initial orientation of new employees in the bargaining unit, at a mutually agreed upon time that will have limited disruption of client care. At their orientation, new employees will also be provided with the name and phone number of the shop steward. The Employer will collect signed Union authorization cards at the initial orientation for those employees who choose to sign the cards then. The Union will be responsible for supplying the Employer with those cards not signed at the initial orientation prior to the end of the probationary period for all new hires. The Employer will provide the Union Representative cell phone numbers and email addresses, if available of all new employees, within five working days from the date of hire.

Section 2.3 INDEMNIFICATION The Union shall indemnify, defend, and hold the Employer harmless from all suits, actions, proceedings and claims against the Employer or persons acting on behalf of the Employer, for any relief sought where the claim arises from the application of this Article. In the event that any part of Article 2 shall be declared invalid or that all or any portion of the monthly dues must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.

Section 2.4 ROSTERS The remittance of dues shall be accompanied by a list of employees

for whom dues are remitted and the amounts remitted for each employee, including name, date of birth, rate of pay, hours worked, mailing address, home phone number, cell phone and personal email address, if available and date of hire upon the effective date of this Agreement and every month thereafter. The Employer shall also provide to the Union each month:

A list of changes in status of employees which shall include the name and reason and date of the change of status (new hire, discharge, layoff, resignation) of each employee.

Section 2.5 PRESENT CONDITIONS No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages or benefits designated in this Agreement, for the class of work in which they were engaged, shall suffer a reduction in the rate of wages as a result of entering into this Agreement. This Section 2.5 does not apply to medical enhancement compensation.

Section 2.6 NEW EMPLOYEE ORIENTATION The Union will be allowed fifteen (15) minutes to meet with the new employees during each new employer group orientation. The employer will provide a list to the Union via electronic mail of the known orientation attendees which will include their name, date of hire, phone number, and personal email, if available, three (3) workdays prior to the orientation. If an employee is scheduled for orientation where three days' notice is not feasible, the employer will send the employees contact information to the Union Representative after the employee's orientation within three (3) workdays. The new employee shall be paid for the time spent at orientation including this presentation.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1 The Union recognizes the Employer's inherent and traditional right to manage its business, and to establish reasonable work rules, and to require their observance subject to this Agreement and the law. Employer retains the sole right to manage the affairs of the agency and to direct the working forces. Such functions of management shall include, but are not limited to, the rights, in accordance with the Employer's sole and exclusive judgment and discretion to:

- (a) Determine the services to be provided, methods and schedules of work and services, the type of equipment, and the sequence of work and services;
- (b) Determine the number of employees to be employed;
- (c) Use independent contractors and consultants to perform work or services;
- (d) Subcontract, contract out, close down, or relocate the Employer's operations or any part thereof, as long as said subcontracting or contracting does not directly result in the layoff or termination of a current bargaining unit employee;
- (e) Maintain discipline among employees, including the right to make rules and

regulations to promote efficiency, safe practices, and proper conduct on the part of employees, and to maintain client confidentiality;

- (f) Direct generally the work of employees, subject to the terms and conditions of this contract, including the right to hire, discharge, suspend or otherwise discipline employees for cause, to promote, demote, or transfer employees, to assign them to shifts and determine the amount of work needed, and to lay off employees;
- (g) Expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
- (h) Determine the number and location of Employer's facilities.

Section 3.2 The foregoing express enumeration of rights reserved to management shall not be deemed to preclude management's exercise of other rights it held before the execution of this Agreement which are not inconsistent with any express provision thereof.

Section 3.3 The exercise of management rights is the exclusive prerogative of the Employer and its decisions in such matters, to the extent not inconsistent with this Agreement and/or the law, shall not be subject to contest or review by the Union.

ARTICLE 4

UNION REPRESENTATIVES AND ACTIVITY

Section 4.1 UNION REPRESENTATION AND STEWARDS The Union shall advise the Employer in writing or by email of the names of the business representatives, agents, and stewards authorized to represent the Union in dealings with the Employer. The Employer shall recognize the Union steward who shows authority from the Union as duly accredited Union representative who may investigate all complaints.

Section 4.2 UNION ACCESS The business representative of the Union shall have access to the premises of the Employer for meetings with Employer officials and for the purpose of investigating specific employee complaints or grievances relating to this Agreement. The business representative shall contact the Program Director twenty-four (24) hours in advance, when practical, or in their absence, the supervisor, prior to and immediately upon entering the premises.

Section 4.3 UNION STEWARD A Union steward may be released without pay for meetings with management and for the purpose of investigating a specific employee complaint or grievance relating to this Agreement. If the Union steward's presence at a meeting is required by the Employer, the Employer will pay the Union steward for work hours lost because of the meeting. If there is no Union steward available during their non-work hours to attend an investigatory interview, the Employer will pay the Union steward for work hours lost because of the meeting. The steward shall notify and receive permission from their supervisor before interrupting their assigned work, and such permission shall be granted unless a work operation

requires the temporary postponement of the investigation. The Shop Steward shall be deemed to have seniority over all other bargaining unit employees for the purposes of layoff and recall from layoff.

Section 4.4 Except as provided in this Article 4, Union business shall not be conducted in the Employer's home-care work areas.

Section 4.5 UNION COMMUNICATION The Union shall be allowed the use of bulletin board space (or an acceptable substitute) in the main office and each site, when available, for the purpose of posting Union notices relating to general Union activity.

Section 4.6 OPEIU LOCAL 8 PAC CHECK-OFF The Employer agrees to deduct the sum specified from the pay of each member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms.

Section 4.6(a) OPEIU LOCAL 8 PAC CHECK-OFF A check payable to OPEIU Local 8 PAC for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary political action contributions will be transmitted to the Union once a month. Upon issuance and transmission of this check to the Union, the Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

Section 4.7 HARDSHIP FUND CONTRIBUTION The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe and temporary financial situation due to an emergency. The Employer agrees to deduct the specific sum from the salary of any bargaining unit member who voluntarily executes an OPEIU Local 8 Hardship Fund Contribution Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amount deducted and will be transmitted to the Union at the same time the dues are transmitted. The Union agrees to indemnify, defend and hold harmless the Employer from and against any and all damages, claims, demands, suits, judgement or other forms of liability arising from the operation of this section.

ARTICLE 5

EMPLOYMENT PRACTICES

Section 5.1 JOB POSTINGS Notice of all job vacancies shall be posted on the Union bulletin board in or near the Home Care office and the website of the Employer for a period of five (5) days for consideration to all bargaining unit employees covered under this Agreement. Shop stewards shall receive a copy of all postings. Information about all job vacancies will also be available to employees by calling the office and on the website of the Employer.

Section 5.2 JOB POSTINGS During the three (3) day period, only bargaining unit employees who apply for promotions within the In-Home Care Program shall be considered. The Employer

shall not be denied the right to fill positions with an individual from outside or internal sources once the provisions of Section 5.2 have been exercised and it has been determined covered employees who have made application through the job posting procedure are deemed unqualified for the position. If the employee is deemed unqualified, they shall receive a written explanation if requested. The Employer is committed to upgrading, promoting and transferring current employees where appropriate.

Section 5.3 NOTIFICATION The Employer shall notify the Union in writing on the first of the month after thirty-one (31) days of employment, giving name, address, phone number, date of birth, classification, number of hours scheduled to work, rate of pay and the date the employee was placed on the payroll or began pre-employment training.

Section 5.4 PROBATION PERIOD Regular employees shall be hired on a probationary period for the first three (3) months of employment. Discipline and discharge of employees during their first six (6) months of employment is not subject to any just cause or progressive discipline requirements or to the grievance procedure and arbitration provisions of this Agreement.

Section 5.5 TERMINATION/RESIGNATION Two (2) weeks' notice of termination or resignation will be given when ever practical.

Section 5.6 PERSONNEL FILES An employee may examine their personnel file during office hours when requested in advance.

Section 5.7 EVALUATIONS Each employee shall receive a written performance evaluation after the three (3) month probationary period and then annually within sixty (60) days of their employment anniversary date. The employee shall be given the opportunity to read the evaluation and attach their own comments before permanent placement in the personnel file.

Section 5.8 PROMOTIONS Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee promoted to a higher position within the bargaining unit shall, at the minimum, be placed at the same increment step in the new position as that held by the employee in their former position and shall receive such pay rate immediately. All employees so promoted shall be placed on the higher rated job for a trial period of ninety (90) days. In the event the employee does not successfully pass the trial period, such employee shall be given their former position without any loss of seniority or pay. "Former position" shall not be construed to mean the same clients or the same number of hours of work per week. The hours of work scheduled per week shall not vary by more than ten (10) hours from the prior position no later than thirty (30) days from the date the employee is returned to their former position.

Section 5.9 SUPERVISOR AVAILABILITY The Employer will ensure that a supervisor or lead worker is available for consultation at all times when a Home Care Worker is scheduled to work. The lead worker shall be authorized to make appropriate decisions in the supervisor's absence or shall contact the supervisor who will respond to the employee's question in an

appropriate time frame. In the event a caregiver cannot reach a supervisor and decisions need to be made, the caregiver will follow the policies and procedures as trained.

Section 5.10 UNION CONTRACT COPIES The Employer shall maintain copies of this Agreement for employee use at the office.

Section 5.11 INCIDENT CHARGES It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirements of the Employer, except personal auto insurance. This includes only required registration, testing or training required by the Employer and the Employer's contract with the Olympic Area Agency on Aging (O3A) after the date of hire. The employee will not be required to pay for any cost associated with breakage or loss of client property incurred while working unless such breakage or loss is caused by the employee's proven dishonest or willful act.

Section 5.12 DISCIPLINE OR DISCHARGE FOR JUST CAUSE No regular employee who has completed six (6) months of employment with Employer shall be disciplined or discharged except for just cause. Upon notice of termination, an employee, upon request, shall be given a written statement of the cause of discharge.

Section 5.13(a) PROGRESSIVE DISCIPLINE The Employer and Union agree that in correcting inappropriate employee conduct the Employer shall employ a uniform progressive discipline system which shall, depending on the severity of the inappropriate conduct, include verbal counselings and warnings, written warnings, probation, suspensions and discharge. The Employer will evaluate the conduct of the employee and the circumstances of the incident to determine what level of discipline is appropriate. The parties recognize that certain conduct is of such a serious nature that resort to a progressive discipline approach is inappropriate. The Employer may, therefore, omit any of the steps and proceed directly to discharge. Conduct falling in this category, depending on its severity, may include, but shall not be limited to, serious, willful breach of client confidentiality; abusing clients; theft; intentionally damaging the property of others; fighting; violation of Employer's harassment or discrimination policies; fraud; falsification of documents; insubordination; possession, use or sale of alcohol or illegal drugs while on Employer-related business or property, or being under the influence of drugs or alcohol in said circumstances. The principles of just cause apply to all levels of discipline.

Section 5.13(b) WARNING NOTICES An employee shall be given the opportunity to read, sign and attach a written response to any written warning or disciplinary notice placed in their personnel file within ten (10) calendar days of placement in the file. The employee's signature thereon shall not be construed as an admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that they have seen it and comprehends the gravity of the disciplinary action taken. An employee is required to acknowledge by their signature receipt of the written warning. Employees shall have the right to review and comment on performance evaluations and disciplinary warnings placed in their personnel files after April 2, 1996 within ten (10) calendar days of placement in the file and to have removed any that have not been signed by the employee unless proven that the employee has refused to sign. In keeping with progressive discipline and just cause (Section 5.12 and Section 5.13(a)) when considering prior disciplinary actions in an employee's file, the Employer will take into

consideration the passage of time since the previous discipline occurred, the seriousness of the prior offense(s), the discipline imposed for the previous offense(s) and the employee's compliance with the expectations set forth in prior disciplinary action. The Employer will remove disciplinary warnings from an employee's personnel file after twenty-four (24) months from the date of the violation if the employee has received no additional warnings during that twenty-four (24) month period. Nothing will prevent the Employer from retaining said documentation in a file other than the employee's personnel file.

Section 5.13(c) EMPLOYEE RIGHTS An employee may have a union representative present at any meeting with management representatives which involves discipline or investigation or discussion of work performance or other issues which may lead to discipline. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting. If management has not informed the employee prior to the meeting of the purpose of the meeting and of the employee's right to have a representative present, the employee may request adjournment of the meeting until their representative can be present. In no event shall the meeting be postponed longer than two (2) working days except by mutual agreement. In the event that a written warning has been issued to an employee, the appropriate shop steward shall be provided with a copy.

Section 5.14 EMPLOYER POLICIES To the extent that Coastal Community Action Program employment policies are not in conflict with this Agreement, they will be accepted as working policy. Where a conflict exists, the policies shall be negotiated with the Union.

Section 5.15 EMPLOYER POLICIES The Union will be furnished a copy of any new Employer rules or regulations with respect to the bargaining unit thirty (30) days prior to the time they are to be implemented, unless a documented emergency requires an earlier implementation. In the event the Union is not furnished with same, they shall have no effect upon members of the bargaining unit. Any change in policies affecting wages, hours and working conditions of bargaining unit employees shall require good faith negotiations with the Union.

ARTICLE 6

SENIORITY

Section 6.1 APPLICATION OF SENIORITY Where ability, efficiency, reliability, competency and compatibility are relatively equal, area seniority will be observed in layoffs, recalls, transfers, shift changes, scheduling of overtime, promotions, vacation preference, schedule preference, replacement hours and training opportunities. The seven (7) geographic areas to which "area seniority" applies are North Beach, Westport, East Grays Harbor County, Aberdeen/Hoquiam area, North Pacific County, South Pacific County and Lewis Mason Thurston Counties area. The Employer shall determine whether an employee is qualified for a particular job. The Employer may fill a vacant position with a person from outside of the Employer if the Employer has notified employees on preference list per Section 11.7 of this Agreement and determines that no eligible current employee possesses the desire, ability and/or is appropriately compatible with the client to

adequately perform the job at the present time.

Section 6.2 ACCRUAL OF SENIORITY Seniority shall be accrued from the date of hire or rehire for each calendar day of continuous employment including:

- (a) Time lost by reason of accident or bona fide illness not to exceed twelve (12) calendar months.
- (b) Time spent on layoff status not to exceed twelve (12) calendar months.
- (c) Time spent on jury duty, witness service or bereavement leave.
- (d) Time spent on other approved leave not to exceed twelve (12) calendar months.

Section 6.3 LOSS OF SENIORITY Seniority shall be lost for the following:

- (a) Resignation or voluntary quit (failure to report absence from work for three [3] consecutive scheduled workdays will be considered a voluntary quit unless excused by the Employer).
- (b) Retirement.
- (c) Discharge.
- (d) Inability of the Employer to contact employee because of employee's failure to keep Employer advised of a current address and phone number (if any).
- (e) Failure to report from layoff within five (5) working days after direct notification by phone or receipt of written notification to report back to work. Notice shall be sent by certified or registered mail, return receipt requested, to the employee's last known address.
- (f) Absence by reason of layoff for a period of twelve (12) calendar months or more.

Section 6.4 REPLACEMENT HOURS When an employee suffers an involuntary reduction of hours, their supervisor will immediately work to attempt to obtain replacement hours for that employee.

- (a) The employee is responsible for notifying the supervisor that the employee needs replacement of work hours and when the employee is available to work.
- (b) The supervisor will provide the employee with any available substitute hours within the employee's geographic area.
- (c) Current employees shall be assigned available hours before new employees are hired within that geographic area provided that a current employee is willing and able

to assume all of a clients(s)' available hours. Job sharing is allowed, but only when the supervisor feels it would not adversely affect the client and the client is agreeable.

- (d) The supervisor will make a good faith effort to provide the employee with replacement hours, either by substitute work or with the assigning of new client hours within two (2) calendar weeks.
- (e) If the employee has suffered an involuntary reduction of thirty (30) hours or more per month, and if the supervisor cannot replace the employee's hours within two (2) calendar weeks, the employee, based on seniority, shall have the option of temporarily choosing to accept hours in any adjoining geographic area in the agency. The Employer may schedule the hours to minimize compensable travel time outside of the employee's geographic area and will observe the employee's scheduling preferences per Section 11.6 of this Agreement.
- (f) If the employee refuses substitute work without valid justification, the availability of hours outside the employee's geographic area will be withdrawn.

Section 6.5 SENIORITY FOR RECALL AND REPLACEMENT HOURS The Employer, upon recalling or replacing reduced hours, shall do so in accordance with Sections 6.1 and 6.4 of this Agreement. The last employee laid off from a job or involuntarily reduced in hours will be the first to be offered available client hours before internal transfers, promotions or outside applicants are considered; provided that, the employee in question is willing and able to assume all of a client(s)' available hours.

ARTICLE 7

EMPLOYEE CLASSIFICATIONS

Section 7.1 REGULAR EMPLOYEE A regular employee is one who has been in the employment of the Employer ninety (90) calendar days or more regardless of the number of hours the employee works. Such employees shall be subject to all benefits and conditions of this Agreement after ninety (90) calendar days from date of hire, except for paid time off in accordance with Article 8, just cause and progressive discipline requirements in accordance with Section 7.4 – Probationary Employee.

Mentor Aides shall be paid one and a quarter (\$1.25) per hour above the employees regular wage rate for all hours actually worked as a "Mentor Aide".

Section 7.2 TEMPORARY EMPLOYEE A temporary employee is one who is hired for a period of time, not to exceed ninety (90) days, to cover emergency situations or employee absences when no regular employee is available to fill the hours without disrupting their approved schedules. The ninety (90) day period may be extended by written notice to the Union for the purpose of filling leave(s) of absence or emergencies which extend beyond ninety (90) days. Regular employees shall have the first right to fill extra hours per Section 11.7 of this Agreement.

The Employer agrees that temporary employees shall not be hired for the purpose of displacing regular employees or avoiding filling regular positions.

Section 7.3 LABOR AND INDUSTRIES TRAINEES Are employees placed for retraining for a period of time specified by the Department of Labor and Industries. If placement of a trainee exceeds six (6) months, the employee shall be considered a regular employee and shall receive all benefits and conditions of this Agreement effective six (6) months from the date of hire. The Agency shall not have more than two (2) L & I trainees per geographic area at any one time.

Section 7.4 PROBATIONARY EMPLOYEE A probationary employee is one who has been employed less than three (3) months and shall be covered by this contract with the exception of discipline provisions, leave provisions and **PAID HOLIDAYS**. Discipline and discharge of employees during their first six (6) months of employment is not subject to any just cause or progressive discipline requirements or to the grievance procedure and arbitration provisions of this Agreement.

ARTICLE 8

LEAVE TIME

Section 8.1 BEREAVEMENT LEAVE Bereavement leave of three (3) working days shall be allowed, within six (6) months of the date of death for an employee when a death occurs in the employee's immediate family. The Bereavement leave request must be initiated within one (1) week of the death. Leave shall be with pay, at the regular rate, for those days scheduled on the current month's schedule. Immediate family shall mean persons related by marriage or adoption in the following relationship: spouse, registered domestic partner, parent, child (born and unborn*), step parents, stepchildren, sibling, grandchild, great-grandchild, grandparent, great-grandparent, foster parent or person who stood in as loco parentis (as that term is defined under FMLA) and the above defined family member of a spouse or registered domestic partner or relative living in the employee's household.

*Employers may ask for documentation for any bereavement leave. For unborn children this documentation must come in the form of a medical professional record and or death certificate.

Section 8.1(a) UNPAID BEREAVEMENT LEAVE FOR CLIENT Unpaid bereavement leave of up to one (1) day may be granted to an employee to attend a client's funeral or memorial, provided the employee gives notice two days in advance to their supervisor, other client needs can be met with an adjusted schedule or a fill-in and the employee provided care to the client for a period of no less than two (2) calendar months.

Section 8.2 No more than three (3) working days bereavement leave with pay shall be allowed, within six (6) months of the date of death, unless an exception is mutually agreed upon by the Employer and the employee, per occasion. Nothing in this Section 8.2 will prevent employees from taking other leave available to them. Bereavement leave is not accumulative from one occasion to another.

Section 8.3 Employees called for Jury Duty in any municipal, county or state or federal court shall advise the Program Director of receipt of such call and will be granted the necessary time off from work without pay. Employees may choose to use accrued paid leave time to replace earnings for hours normally scheduled. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the dates and times served.

Section 8.4 Employees who are ordered to or volunteer for military training or active duty in the Armed Forces of the United States, the U.S. Coast Guard, the U.S. Public Health Service, or a National Guard component may take a leave of absence for the length of the service. Military leaves are without pay and no benefits shall accrue during the period of the leave, except as may be specifically required by applicable federal or state law.

Section 8.5 FEDERAL FAMILY MEDICAL LEAVE ACT Employees who have worked more than 1,250 hours in the previous twelve (12) months may request up to twelve (12) weeks of unpaid leave for qualifying reasons.

Employees who have met all the conditions for the leave are guaranteed reinstatement to the same or similar job at the same rate of pay. During the period of Family Medical Leave, the Employer shall maintain any paid medical insurance coverage the employee may have been receiving.

Where applicable, the Employer shall comply with the Federal Family Medical Leave Act, the Washington Family Care Act and the Washington Family Leave Act, WA State Paid Family and Medical Leave as they may from time to time be amended.

Section 8.6 UNION LEAVE A leave of absence without pay shall be granted upon request of an employee on the active payroll, in case they are appointed or selected to a full-time Union position for the period of time necessary to fill such position. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in their former pay grade which they are competent to perform, providing an appropriate job opening exists. The employee shall accumulate and increase their seniority. The employee shall not lose seniority while on leave.

Section 8.7 PAID LEAVE ACCRUAL All employees shall earn paid time off (PTO) at the following rate:

In Home Care providers with up to three (3) years of employment shall earn paid time off (PTO) at the rate of one (1) hour for every forty (40) hours worked; after three (3) years of employment, paid time off will be at the rate of two (2) hours for every forty (40) hours worked; and after seven (7) years of employment, paid time off will be at the rate of two and one-half (2 ½) hours for every forty (40) hours worked. After twelve (12) years of employment, paid time off will be at the rate of three hours for every forty (40) hours worked.

Time paid, but not worked, shall not count as time worked for the purposes of computing paid time off. Paid Time Off does not accrue during any period of paid or unpaid leave.

Leave accrual shall begin on the first day of hire, but employees will not be allowed to use any accrued leave until the ninetieth calendar day after the commencement of their employment.

Section 8.8 PAID LEAVE USAGE Paid time off (PTO) may be used for any personal reasons, including personal business, illness of self or dependent family members, for all the purposes authorized under RCW 49.46.210 (1)(b) and (c), all applicable leave laws and vacation.

Paid time off (PTO) shall be paid based on what the employee would have worked during the period, at the employee's normal hourly compensation, on their regularly assigned schedule. The combination of leave time and work time cannot exceed forty (40) hours in one week (Thursday through Wednesday). The employee may also use their accrued PTO to meet the 80 compensated hour eligibility requirement for health insurance. The current paid time off balance shall be shown on the pay stub with each paycheck.

This paragraph does not apply to situations where time off is taken for the purposes authorized under RCW 49.46.210 (1)(b) and (c). Earned time may be used for vacation during regular working hours provided that it is cleared in writing with the immediate supervisor at least seven (7) days in advance, except in cases of emergency, and the employee makes an effort to modify their schedule to assure client needs are met.

Section 8.8(a) PAID SICK LEAVE USAGE An employee may use PTO for the reasons stated in RCW 49.46.210 (1)(b) and (c) for the number of hours they were scheduled to work on the day(s) of their absence.

Under RCW 49.46.210 (1)(b) and (c), an employee is authorized to use PTO for the following reasons:

- (b)(i) An absence resulting from an employee's mental, dental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical and or dental care;
- (ii) To allow the employee to provide care for a family member with a mental, dental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical and or dental care; and a Family member is defined as a child including a biological, adopted, or foster child, stepchild, or child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

A parent including; a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee's spouse, or registered domestic partner, or a person who

stood in loco parentis when the employee was a minor child.

A spouse, registered domestic partner, grandparent, grandchild and sibling.

- (iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- (c) An employee is authorized to use PTO for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW. This includes time off to address issues arising from domestic violence, sexual assault, or stalking of an employee or their family member, including, but not limited to, preparing for or participating in any civil or criminal proceeding related to or derived from domestic violence, sexual assault, or stalking; obtaining, or assisting family members in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking; and participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of an employee or their family members from future domestic violence, sexual assault, or stalking.

Unless otherwise stated in this Article 8, the provisions of WAC 296-128-600 through WAC 296-128-770 will govern the use of PTO taken for the purposes authorized under RCW 49.46.210 (1)(b) and (c).

Section 8.9 PAID LEAVE CASH-OUT After being employed by the Employer for one year, upon separation, employees shall be paid, at their regular wage for their unused accrued vacation leave except when an employee has been dismissed for proven misconduct. If an employee forfeits their PTO under the above circumstances, and if said employee is then rehired within twelve months of separation, then previously accrued, unused PTO shall be reinstated if the employee reached the ninetieth (90th) calendar day of employment prior to separation. If said employee did not reach the ninetieth (90th) calendar day of employment prior to separation, the previous period of employment will be counted for purposes of determining the date upon which the employee is entitled to use PTO.

Employees may not take Paid Time Off (PTO) for purposes other than those authorized under RCW 49.46.210 (1)(b) and (c) and all applicable leave laws during their final two weeks of employment unless specifically approved in writing in advance by the Executive Director.

Section 8.10 VACATION AND SICK LEAVE PTO SCHEDULING This first paragraph in this Section 8.10 applies to vacations only and not to situations involving PTO taken for the purposes authorized under RCW 49.46.210 (1)(b) and (c) or otherwise. Senior employees shall be given preference in the selection of vacation periods. An employee who splits their vacation may exercise seniority rights for the initial vacation period; however, subsequent selection shall be made after all employees have made their initial selection. If the need for vacation is foreseeable, a leave request form is available from the office and must be submitted at least fifteen (15) days prior to the start of the leave, or as soon as practicable if

the employee does not know of the need for the vacation fifteen (15) days in advance. The Employer has two (2) full business days after receipt of vacation request form to approve or deny said request. If the vacation is denied the Employer will provide a written explanation of why it has been denied.

This paragraph and the following three paragraphs in this Section 8.10 apply to situations involving PTO taken for purposes other than vacation, including PTO taken for the purposes authorized under RCW 49.46.210 (1)(b) and (c). Employees missing work for reasons covered by RCW 49.46.210 (1)(b) and (c) are still required to give notice and comply with the usual call-in procedures for the scheduled work location. If the need for PTO is foreseeable, a leave request form is available from the office and must be submitted at least 10 days prior to the start of the leave, or as soon as practicable if the employee does not know of the need for leave 10 days in advance. The leave request must also state the length of the leave needed, if known.

For PTO that is not foreseeable, an employee must provide notice of the need to use PTO as soon as possible, and must generally comply with the normal notification policies and/or procedures for unscheduled absences. If it is impracticable for the employee to provide timely notice of the need for leave, someone else may provide the initial notice on their behalf. In that case, the employee is expected to follow up with their supervisor as soon as possible.

Although extenuating circumstances will be considered, generally “as soon as possible” will mean providing notice of an unforeseen absence at least two (2) hours if reasonable before the start of the employee’s work day. In the case of an unforeseen absence related to domestic violence, notice needs to be provided within twenty-four (24) hours of the beginning of the first missed shift of such unforeseen absence.

For absences exceeding three (3) consecutive days of required (scheduled) work, the employer may require verification that an employee’s use of paid sick leave is for an authorized purpose under RCW 49.46.210 (1) (b) and (c), WAC 296-135-070, all applicable leave laws, and the collective bargaining agreement. An employee has the right to assert that the verification requirement results in an unreasonable burden or expense on the employee. Employees who use paid sick leave in compliance with this policy will not be disciplined (including termination of employment), have any adverse action taken against them, or be retaliated against in any way for their request or use of paid sick leave.

Section 8.11 ADVANCE VACATION PAY This Section 8.11 applies to vacations only and not to situations involving PTO taken for the purposes authorized under RCW 49.46.210 (1)(b) and (c) or otherwise. An employee may request vacation pay in advance; provided that, they have a balance of paid leave that will cover the amount requested. Requests must be submitted in writing to the appropriate supervisor one week prior to the last day of the month. Vacation advances will be issued for approved vacations only. Payment will be included with payroll.

Section 8.12 PTO CARRYOVER Employees may carry over a maximum of sixty (60) hours of PTO from one year to the next. “Year” in this Section 8.12 means calendar year. Any

accrued PTO over this forty (40) hours maximum carry over not used in the current year, up to 240 hours, is carried over to the next year as restricted PTO that may be used ONLY for the purposes authorized under RCW 49.46.210 (1)(b) and (c), WAC 296-135-070 and all applicable leave laws. Upon the end of their employment, employees will not be paid for their unused restricted PTO.

Section 8.13 SICK LEAVE/DISABILITY CONVERSION Employees may carry over unused PTO for use in case of illness or injury to themselves, the employee's partner or spouse, children, parents, grandparents or the employees spouse/partner's, children or parents, grandchild and sibling. Hours banked for sick leave/disability may be carried over from one year to the next. The maximum amount of sick leave that can be accumulated by an employee is 240 hours. Upon the end of their employment, employees will not be paid for their unused banked sick leave/disability.

Section 8.14 LEAVE WITHOUT PAY Employees are eligible for three (3) types of leaves without pay: medical, personal and family. Such leaves of absence may be extended by the Employer on a monthly basis. The continuous service and seniority status of an employee shall not be affected as a result of leaves without pay, except as described in Section 6.3 of this Agreement. All appropriate accrued leave must be exhausted before an employee converts to a leave without pay status.

Section 8.14(a) BENEFITS DURING LEAVE WITHOUT PAY All benefits shall cease during a period of leave without pay. Paid leave shall not accumulate and holiday pay shall not be paid. When the leave without pay occurs within one calendar month, the employee's medical benefits shall be continued without additional cost to the employee. When the leave extends beyond the initial calendar month, the employee may continue their medical benefits by prepayment of the premiums to the Employer each month. Exceptions to this section apply when the leave without pay falls under the Federal Family Medical Leave Act.

Section 8.14(b) MEDICAL LEAVE OF ABSENCE Employees will be granted a medical leave of absence for the actual period of a medically related disability. During this period, employees will be allowed to return to work with the same rate of pay, including contractual and step increases except as described in Section 6.2 of this Agreement. Benefits during a Medical Leave of Absence will be handled as indicated in Section 8.5 of this Agreement.

Section 8.14(c) PERSONAL LEAVE OF ABSENCE Employees may be authorized to take an unpaid leave of absence for personal reasons; provided that, the leave is requested in advance and approved by the supervisor. Personal leaves cannot exceed twelve (12) months. During this period, employees will be allowed to return to work with the same rate of pay, including contractual and step increases except as described in Section 6.2 of this Agreement. Benefits during a Personal Leave of Absence will be handled as indicated in Section 8.14(a) of this Agreement.

ARTICLE 9

HOLIDAYS

Section 9.1 PAID HOLIDAY Christmas Day shall be observed and paid to non-probationary employees, prorated to the average number of daily hours worked during the previous September, October and November. A Home Care Worker required to work on Christmas Day will be paid at time and one-half (1 ½) for hours worked on Christmas Day, in addition to the holiday pay. If a Home Care Worker chooses to work on Christmas Day, they may do so with their regularly approved schedule. The pay rate is at straight-time in addition to holiday pay to which the employee is otherwise entitled.

Thanksgiving Day shall be observed and paid to non-probationary employees, prorated to the average number of daily hours worked during the previous August, September and October. A Home Care Worker required to work on Thanksgiving Day will be paid at time and one-half (1½) for hours worked on Thanksgiving Day, in addition to the holiday pay. If a Home Care Worker chooses to work on Thanksgiving Day, they may do so with their regularly approved schedule. The pay rate is at straight time in addition to holiday pay to which the employee is otherwise entitled.

Section 9.2 HOLIDAY SUBSTITUTE A non-probationary employee may trade off any paid holiday for another recognized holiday that is more important to the employee's personal belief system (i.e., Yom Kippur, Easter) by giving the Employer at least one week's advance notice. The holiday hours paid will be prorated to the average number of daily hours worked during the three calendar months preceding the month in which said holiday occurs.

A non-probationary employee may also trade off any unpaid holiday on the primary holiday list for an unpaid holiday more important to the employee's personal belief system by giving the Employer at least one week's advance notice.

Section 9.3 PRIMARY HOLIDAYS The following holidays shall be observed but not paid unless worked. A Home Care Provider required by their supervisor to work on any of these holidays will be paid at time and one-half (1 ½). If the Home Care Provider chooses to work on one of these holidays, they may do so at straight-time pay.

Independence Day
Christmas Eve
New Year's Day

Section 9.4 SECONDARY HOLIDAYS The following holidays shall be observed but not paid unless worked. Employees shall not be required to work on these days to the extent practical. The pay rate is at straight-time if the employee chooses or is required to work on these holidays.

Martin Luther King Day
Presidents' Day

Memorial Day
Labor Day
Veteran's Day
Day following Thanksgiving

Section 9.5 RESCHEDULING OF WORK It is the employee's responsibility to work with their supervisor to attempt to reschedule unserved hours lost because of holidays during the month in which the holiday occurred. Whenever possible, equivalent hours shall be scheduled during the month to maintain the employee's average monthly hours.

ARTICLE 10

SYSTEMS OR REGULATIONS CHANGES AND TRAINING

Section 10.1 LOSS OF POSITION In cases where positions are abolished because of regulations changes, all possible consideration will be given to transferring employees to comparable jobs. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs if practical. Training shall be made available to present employees to enable them to perform new duties or a higher level of skills required by regulations changes.

Section 10.2 NEW POSITION In the event changes in laws or regulations create new jobs, those jobs will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources where practical.

Section 10.3 TRAINING PROVIDED In the event training programs are necessary for employees to qualify for jobs created as a result of regulation changes, the Employer agrees to offer training where practical, and to compensate for employee's time, when the state provides funding to do so, to employees who wish to accept employment in the upgraded positions.

Section 10.4 TRAINING COMPENSATION The Employer shall pay its employees for time spent in all training sessions required by the Employer after an employee is hired. All fees and costs associated with Employer required training shall be paid for by the Employer.

Section 10.5 TRAINING PARTNERSHIP Recognizing our mutual commitment to development of a workforce capable of meeting the increasingly acute needs of the people served by home care, and our encouragement of the development of human potential, the Employer will contribute to a fund for training and skills upgrading, known as the Training Partnership, pursuant to RCW 74.39A.009 (23) and 74.39A.360. The Training Partnership will possess the capacity to provide training, peer mentoring, workforce development, and other services to home care aides. The Employer shall become and remain a participating employer in such a Partnership during the complete life of the underlying CBA with OPEIU, Local 8, and any extension thereof.

The parties agree there has been established a "certification benefit" 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 bargaining unit members to remain qualified to provide in-home care services. This benefit shall also be administered by, the Training Partnership.

The hourly contribution to the Training Partnership for training and certification and testing fees shall be the hourly training contribution rate established by the Individual Provider Collective Bargaining Agreement with CDWA in effect at the time the hours are worked, (Hereinafter the "Training Partnership Rate"). If the Training Partnership Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this section.

Section 10.6 MEDICAID-FUNDED HOURS WORKED The Employer shall contribute the Training Partnership Rate to the Partnership for each Medicaid-Funded hour worked. Medicaid-Funded hours worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid time-off, and training hours. Consumer participation and other non-billable hours shall also be excluded for contribution purposes.

Section 10.7 NON-MEDICAID-FUNDED HOURS WORKED The Employer shall contribute the Training Partnership Rate to the Partnership for each Non-Medicaid-Funded hour worked. Non-Medicaid-Funded hours worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid time-off, and training hours. Non-billable hours shall also be excluded for contribution purposes.

Section 10.8 TRUST AGREEMENT The Employer and the Union hereby agree to be bound by the provisions of the Trust's Agreement and Declaration of Trust, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated.

The Employer is only required to make these contributions to the extent that the funds specified for this purpose are provided in the vendor rate from the state of Washington as well as pay the same amount per hour for all Private Pay clients.

Monthly contributions required by this provision shall be paid to the Partnership on or before the twenty-fifth (25th) day of the month following the month of service for which contributions are owed or before such other date as the Trustees of the Partnership may hereafter determine. 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.

ARTICLE 11

HOURS OF WORK

Section 11.1 WORKWEEK/WORKDAY The regular hours of work shall not exceed forty (40) hours in any week. The regular hours of work shall consist of up to eight (8) hours in a day to be completed in nine (9) consecutive hours unless agreed by the employee to do otherwise.

Employees shall be allowed to schedule their own hours subject to their supervisor's approval. Supervisors will attempt to accommodate the expressed scheduling preferences of employees. No employee shall be required to work more than eight (8) hours in one day except in scheduled sleepovers or emergencies.

SECTION 11.2 OVERTIME Overtime shall be paid at the rate of one and one-half (1 ½) times the actual rate of pay for all time worked in excess of forty (40) hours each week. (Workweek is from 12:01 a.m. Thursday to 12:00 midnight Wednesday).

Section 11.3 LUNCH The established lunch period shall not exceed one hour. In cases of emergency, it may be shortened, but not to less than one-half (½) hour's duration. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least three hours after starting work, nor less than three hours before quitting time. The lunch period will be paid when the employee is scheduled to work five (5) or more consecutive hours with a client, and is required to remain in the clients home during their lunch.

Section 11.4 BREAKS Daily relief periods of fifteen (15) minutes shall be allowed for each four (4) hours worked for all employees covered by this Agreement. Relief periods are compensable.

Section 11.5 MINIMUM SCHEDULED TIME No Home Care Worker shall be scheduled for a client assignment which is less than one and one-half (1 ½) hour, unless a shorter assignment is mutually agreed to by both employee and Employer to meet the needs of the client.

Section 11.6 SCHEDULE PREFERENCE No Home Care Worker shall be required to accept a case assignment which is inconsistent with a Home Care Worker's expressed case preference regarding the number of days of service per week, hours per day, day time versus night time hours (cases starting on or after 6:00 p.m.), temporary assignments and willingness to work on a sleep-in basis unless, on a temporary basis of five (5) calendar days or less, the Employer cannot find an acceptable substitute.

Section 11.7 PREFERENCE FOR ADDITIONAL HOURS When additional hours of work are available, current employees from appropriate geographic areas shall be considered for the hours before new employees are hired in accordance with Section 6.1 of this Agreement.

Section 11.7(a) Current employees whose hours have been involuntarily reduced shall be given first preference of hours in accordance with Section 6.4 of this Agreement.

Section 11.7(b) Other employees who desire to increase their current hours shall be given next preference for hours, by seniority, within the appropriate geographic area.

Section 11.7(c) Senior employees from the appropriate geographic area shall be given preference when more than one employee is available and qualified, and where the senior employee's schedule would allow her/him to take all additional hours for a client. A list of employees who request additional hours shall be maintained for each area and updated on a

monthly basis. Supervisors shall notify the employee of new clients or new client hours as soon as practical.

Section 11.8 Employer will comply with applicable state and federal wage and hour laws.

ARTICLE 12

HEALTH, DENTAL AND VISION BENEFITS

SECTION 12.1 HEALTH BENEFITS TRUST PARTICIPATION For the purposes of offering individual health, dental and vision insurance to members of the bargaining unit, the Employer shall be a participating employer in the SEIU Healthcare Northwest Health Benefits Trust (“Trust”) during the complete life of this Agreement, and any extension thereof. The Employer, the Trust and the carriers participating in the Trust shall coordinate to provide benefit plan design and enrollment information to eligible employees.

The Employer and the Union hereby agree to be bound by the provisions of the Trust’s Agreement and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated. This Collective Bargaining Agreement controls in the event that there is a dispute as to the terms or provisions in this CBA and any Trust agreement or document. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to either document.

SECTION 12.2 ELIGIBILITY Employee eligibility for healthcare benefit coverage, re-enrollment and termination for healthcare benefit coverage shall be governed by the Trust as permitted by existing law.

SECTION 12.3 EMPLOYER CONTRIBUTIONS The hourly contribution rate shall be the hourly contribution rate established by the Individual Provider CBA with CDWA in effect at the time the hours are worked, (hereinafter the “Healthcare Rate”). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the agreement solely for the purpose of renegotiating this section.

The Employer shall contribute the Healthcare Rate to the Trust for each Medicaid-Funded hour worked. Medicaid-Funded Hours worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer’s in-home care program that are paid by Medicaid excluding vacation hours, paid-time off hours, training hours and other non-billable hours.

The Employer shall contribute the Healthcare Rate to the Trust for each Non-Medicaid-Funded Hour worked. Non-Medicaid-Funded Hours worked shall be defined as all hours worked by all employees covered by this agreement in the Employer’s in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time-off hours, and training hours. Non-billable hours and those hours the Employer is unable to collect from private pay clients shall also be excluded for contribution purposes.

The Employer is only required to make these contributions to the extent that the funds

specified for this purpose are provided in the vendor rate from the State of Washington as well as pay the same amount per hour for all Private Pay clients.

Contributions under this provision shall be made periodically as required by the Trust.

SECTION 12.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. Ongoing administrative costs for deduction of home care worker premiums for health care shall be paid by the Employer. The employee premium share is \$25.00 per month as of July 1, 2015.

Employees shall pay their employee premium co-share and dependent premium charges (if applicable) via payroll deduction if they so authorize in advance.

Each eligible employee may purchase, at the group rate established by the Trust, coverage for dependents of the employee who are determined eligible for such coverage by the Trust. Employees who elect to purchase coverage for their dependents must authorize the Employer, in a form acceptable to the Employer, to withhold from their paychecks and to remit to the Trust the monthly premiums due for the dependents coverage elected by the employee. If, for any such period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit directly to the Employer, not later than the first of the month of coverage, the amount of premium owed by the employee. If such payment is insufficient or not received by the Employer by this time, the Employer will notify the Trust of such non-payment.

SECTION 12.5 IDEMNIFY AND HOLD HARMLESS The Employer and the Union mutually agree that neither party has liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or the Union or constitute a breach of this Agreement by the Employer or the Union.

Section 12.6 WAIVING OF MEDICAL BENEFITS Employees may waive their opportunity to participate in the Health Insurance Plan by signing the appropriate waiver form.

Section 12.7 COBRA The ability to continue Health Insurance coverage continues pursuant to applicable COBRA regulations.

Section 12.8 TRUST PLAN ADMINISTRATION As soon as administratively possible the Trust shall be solely responsible for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications and follow-up to secure required applications/documentation, disenrolling ineligible workers and providing COBRA notifications and follow up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers and disenroll ineligible workers.

Section 12.9 INDUSTRIAL INSURANCE All employees shall be covered under the Washington State Industrial Insurance Act.

Section 12.10 EMPLOYEE ASSISTANCE PROGRAM The CCAP Employee Assistance Program will be offered to all Home Care Workers. All costs will be paid for by the Employer.

Section 12.11 OPTIONAL BENEFITS Employees may participate in voluntary self-paid programs made available to them by the Employer.

Section 12.12 FUTURE NEGOTIATIONS If the State changes the reimbursement rate for health insurance, the Employer and the Union agree to open the Collective Bargaining Agreement to bargain over this issue only.

ARTICLE 13

ITEMIZED DEDUCTIONS AND METHOD OF PAYMENT OF WAGES

Section 13.1 PAYDAY All wages shall be paid on the fifth (5th) of the month, or the closest working day, by check, with an itemized statement of payroll deductions and a statement of the hourly rate of pay and hours worked. Checks will be available beginning at 4:00 p.m. on payday. Mileage checks shall be available on the fifteenth (15th) of the month or the closest working day.

Section 13.1(a) DRAW CHECKS Each employee may request one draw check per calendar year to be paid on or about the fifteenth (15th) of the month if a true emergency makes this necessary. All client time sheets, signed by the clients, must be submitted at least one week prior to the date of the emergency draw.

Section 13.2 MAILED PAYCHECKS If paychecks are mailed they should be mailed on payday. In the event an employee does not receive their check within five (5) days of payday, upon notice from the employee, the Employer shall order a stop-payment of the check and issue a replacement check upon verbal confirmation of the stop-payment.

Section 13.3 REPLACEMENT CHECK In the event that a regular paycheck was not issued correctly due to the fault of the Employer, within one (1) day from receipt of evidence establishing such fault from the Union, the Employer shall issue a replacement check.

Section 13.4 OTHER PAYROLL DEDUCTIONS Other payroll deductions shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deductions, once started, shall be mutually agreed to by both parties.

Section 13.7 LEAVE BALANCE Statements will be issued quarterly to notify employees of their current leave balance.

ARTICLE 14

SALARY AND OTHER COMPENSATION

Section 14.1 The wage rate for each bargaining unit employee shall be as set forth in

Appendix “A”. The wage rates listed in this Labor Agreement will be guaranteed minimum rates of pay for each classification. The Employer may implement signing bonus for new hires, when having difficulty recruiting new employees.

Effective July 1, 2023, employees will receive wages as outlined in the Appendix “A”. Only employees actively on the payroll on the date of ratification of the contract will receive the wage increase retroactive to July 1, 2023.

Section 14.2 SHIFT DIFFERENTIAL Employees who work for clients between 6:00 p.m. and 6:00 a.m. Monday through Friday on a fill-in basis upon the request of the Employer shall receive a shift differential of \$1.00 per hour for such hours worked.

Section 14.2(a) WEEKEND SHIFT DIFFERENTIAL Employees who work for clients on the weekends upon the request of the Employer based on the client’s Plan of Care established by the Case Manager through applicable Area Agency of Aging, shall receive a shift differential of one dollar (\$1.00) per hour for hours worked between 12:01 a.m. on Saturday and 12:01 a.m. Monday.

Section 14.2(b) WEEKEND SHIFTS/SIGN UP Home Care Aides shall be required to be available to work regular weekend shifts (up to a maximum of eight (8) hours) in the employees’ geographic area, 6:00 pm Friday until 6:00 am Monday two (2) weekends per calendar quarter. The Employer will make every effort to schedule these shifts prior to Friday at 5:00 pm.

Any Home Care Aide who works on an emergency basis as a substitute who was not signed up to be available for that weekend, may remove their name from one of the two weekends they signed up for.

Employees who have worked six (6) consecutive days shall not be required to work a seventh (7th) consecutive day.

Section 14.3 NEW CLASSIFICATIONS Should a new job classification be established by the Employer, the wage rate for such position shall be established by the Employer so that, in the Employer’s opinion, it is in fair relationship to other bargaining unit positions at the Employer. The Employer will provide the Union as much advance notice as is practical, up to thirty (30) days, prior to the planned implementation. If the Union contends that the wage rate for such new position has not been set in fair relationship to other bargaining unit positions, the Union may file a grievance under the terms of the grievance procedure set forth in this Collective Bargaining Agreement.

Section 14.4 SLEEPOVER RATES Sleepover shifts shall be paid at the employee’s regular wage rate when the shift is for less than twenty-four (24) hours. Shifts of twenty-four (24) hours or more will be paid at the regular rate, except that a maximum of eight (8) hours will be unpaid if the employee can usually enjoy an uninterrupted night’s sleep. When an employee’s sleep period is interrupted by a call to duty, the employee will receive the full hourly rate for a minimum of one (1) hour. If the employee is not allowed at least five (5) hours of

sleep during the scheduled sleeping period due to work interruptions, the entire shift shall be paid at the employee's regular rate. Employees will be furnished with appropriate sleep accommodations while assigned to such shifts. No employee shall be required to work a sleepover shift. Refusal to work a sleepover shift shall not affect an employee's status on the preference for additional hour's list per Section 11.6 and 11.7 of the Agreement.

Section 14.5 BUS FARE REIMBURSEMENT All employees who use public buses between clients shall be reimbursed for the fare charged; provided that, the employee submits monthly expense vouchers, supplied by the Employer. If the employee uses a monthly bus pass, this shall be paid for by the Employer.

Section 14.6 MILEAGE REIMBURSEMENT Employees who use their vehicle to travel between clients or to provide direct services to clients shall be reimbursed at fifty-six cents (\$0.56) per mile.

Section 14.6(a) The parties mutually agree that if the I.R.S. mileage reimbursement rate is reduced to fifty-six cents (\$0.56) the parties shall meet to negotiate how to deal with any rate or tax issues.

Section 14.7 INSURANCE Employees who travel for the Employer are required to have a Washington State Driver's License and personal auto insurance that meets the minimums required by the State of Washington for automobile insurance. The Employer will maintain a policy of non-owned auto insurance, which provides protection for the Employer only for the payment of excess liability amounts over and above the coverage provided by the employee's insurance policy.

Section 14.8 SPECIAL DUTY PAY Employees will be paid a premium of one and a half dollars (\$1.50) per hour in addition to their regular rate of pay when required to provide services in situations that meet the program's definition of extremely difficult or excessively dirty. Approval of Special Duty Pay may only be granted by the Division Director based on the recommendation of the supervisor and any additional investigation of the situation they deem necessary.

Section 14.9 CLIENT NOT HOME An employee who arrives at a client's home at the regularly scheduled work time and finds the client absent or the client refuses to allow the employee entry shall be paid for a minimum of one (1) hour work time plus travel time (where otherwise applicable), when the employee attempts to locate the client, notifies their supervisor of the situation immediately, and waits thirty (30) minutes to see if the client has been detained. If the client arrives within the thirty (30) minutes, the Provider's pay starts at the client's regularly scheduled time.

Section 14.10 DIVERSIONS The bargaining unit as a whole shall have the right to divert moneys generated from any agreed upon wage increase to existing fringe benefits as long as (1) this does not result in increased costs to the Employer, (2) the agreement of the Union has been obtained, and (3) there is no conflict with state or federal regulatory guidelines.

Section 14.11 OPEN NEGOTIATIONS FOR CHANGES IN FUNDING Either party reserves the right to open negotiations on wages/benefits when changes occur in the vendor rate, other significant changes in funding which affects the home care budget, or other factors such as a change in the number of client hours served which significantly impact the home care budget. In the event the Employer requests the opener due to a decrease in revenue, the Employer shall provide proof of economic need through full and timely disclosure of all relevant financial statements and records. The party desiring to so open negotiations must notify the other of its desire to do so in writing. The parties agree to meet and discuss this issue within fifteen (15) calendar days of receipt of said written notice.

Section 14.12 LONGEVITY RECOGNITION The Employer shall give each active employee who reaches their 10 year, 15 year, 20 year, 25 year 30 year, 35 year, and every five year increment thereafter anniversary a \$25.00 gift card. The gift card may be mailed or presented at the Employees performance review if such review happens within the week of the anniversary. The gift card will provide the employee with \$25.00 in purchase power redeemable at store(s) in their local area.

ARTICLE 15

RETIREMENT

The Employer agrees to allow employees covered under this Agreement to participate at the employees' expense in the OPEIU Local 8 Supplemental Retirement 401K Plan. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Plan Document and the Trust Agreement and any changes, additions, amendments or modifications, which are made by the Trustees of the OPEIU Local 8 Supplemental Retirement 401K Plan.

Effective July 1, 2023, the Employer shall make a contribution of sixty-eight cents (\$0.68) per hour for all compensable hours to the OPEIU Local 8 Supplemental Retirement 401K Plan.

The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under this Agreement and to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and not later than the 15th day of the following month to the depository designated by the administrator of the Plan. Employees may elect to divert any amount up to the maximum threshold set by IRS rules governing 401K plans.

The Employer agrees to provide employee information as may be needed by the administrator of the Plan including information that may be needed to complete any required IRS discrimination tests.

ARTICLE 16

NON-DISCRIMINATION

Section 16.1 NON-DISCRIMINATION Neither the Union nor the Employer, in carrying out

their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, ethnicity, color, creed, national origin, sex, age, sexual orientation, political ideology, religion, ancestry, gender expression, gender identity, marital status, and mental or physical handicap or weight.

Section 16.1(a) UNION ACTIVITY The Employer agrees not to discriminate against an employee because of legal activity as a member of the Office and Professional Employees International Union Local No. 8.

Section 16.1(b) EQUALITY The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail.

ARTICLE 17

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall apply only to the specific Section specified in the court's decision, government regulation or decree. Upon issuance of such decision, regulation or decree, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 18

HEALTH AND SAFETY

Section 18.1 HEALTH AND SAFETY The Employer retains responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and further agrees to make every effort to ensure optimum working conditions and to provide for the highest practical standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with all applicable health and safety laws and regulations. An employee shall not be required to accept or continue with any case assignment which would endanger their health and safety. The Employer shall provide employees with latex gloves. The Employer shall reimburse employees who have to purchase gloves because Employer provided gloves were not available. A mask shall be provided by the Employer when requested by an employee. The Employer shall provide transfer belts and appropriate training where deemed necessary by the Employer.

Section 18.2 NOTIFICATION OF INFECTIOUS DISEASES The Employer, to the extent permitted by law or regulations, shall notify Home Care Workers of the existence of all chronic infectious diseases and shall advise them of proper precautions to be taken. The Employer shall also notify all Home Care Workers who may have been exposed to the disease. Costs of testing or treatment will be provided by and pursuant to Workers' Compensation Insurance through the

Washington State Industrial Insurance Act. The Employer shall pay up to \$100 per calendar year per employee for any costs incurred by the employee associated with getting tested or treated due to exposure to an infectious disease that are not covered by industrial insurance or any applicable employee medical insurance. Employees shall have the option of rejecting any assignment to clients with medically validated chronic infectious diseases without loss of seniority status under Section 11.7.

Section 18.3 SAFETY COMMITTEE A Safety Committee shall be established consisting of at least three (3) Employer and three (3) employee representatives (employee representatives to be elected by Union employees) who shall meet at least quarterly to review safety issues and recommend improvements, promote good safety practices and conduct accident investigations.

Section 18.4 ACCOMMODATION The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace. This may include reaction to smoke, alcohol or animals on the premises. Said employee will be given the option of taking the next appropriate client with available hours comparable to those lost, pursuant to Section 18.4.

Section 18.5 ACCIDENT REPORT Employees who are involved in an accident or receive any injury whatsoever during the course of their duties must report the incident to the Program Director or Program Safety Coordinator, no later than the end of their shift unless physically unable to do so.

ARTICLE 19

GRIEVANCE PROCEDURE AND ARBITRATION

Section 19.1 GRIEVANCE DEFINED A grievance is defined as an alleged violation of the terms and/or conditions of this Agreement. If any such grievance should arise, it shall be processed by the grievant or Union representative in accordance with the following procedure.

Section 19.2 TIME LIMITS Time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto. If the grievant or Union does not comply with the time limitations, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with the time limitations, the grievant or Union shall have the right to proceed to the next step of this procedure. Grievances not raised in accordance with the following procedure and time limits will be waived and will not be considered.

Section 19.3 PROCEDURE Except as specifically stated herein, this procedure shall serve as the sole mechanism for adjudication of disputes which may arise out of any violation of this Agreement alleged by the Union. Any suspension or discharge grievance shall automatically go to Step 2 of this procedure. The Union or the Employer may initiate grievances by complying with Step 2 of this grievance procedure. At any step of this procedure, the Union representative shall have the right to be present.

Step 1 – Immediate Supervisor

All complaints and disputes concerning the interpretation and/or application of this Agreement shall be presented in writing by the grievant or shop steward to the grievant's immediate supervisor within ten (10) working days (Monday through Friday) of the grievant's knowledge, or when the grievant should have known, that a grievance exists. The written grievance shall specify the provision of this Agreement allegedly violated, the date of such violation, and the remedy sought by the grievant. The immediate supervisor shall be given ten (10) working days (Monday through Friday) to resolve or respond to the grievance. A copy of all grievances will be sent to the Human Resources Director (or designated representative).

Step 2 – Next Level of Supervision

If the grievance is not resolved to the employee's satisfaction at Step 1, the employee (and the shop steward or Union Business Representative, if requested by the employee) shall present the grievance to the next level of supervision (or designated representative) within ten (10) working days (Monday through Friday) of the immediate supervisor's decision. The designated representative shall reply in writing within ten (10) working days (Monday through Friday) following receipt of the grievance.

Step 3 – Administration

If the grievance is not resolved in Step 2 above, the grievant shall present the written grievance to the Administrator or designee within ten (10) working days (Monday through Friday) from the Step 2 decision. The Administrator or designee shall meet with a Union representative upon request and shall submit a written reply to the grievant, with copy to the Union representative, within ten (10) working days (Monday through Friday) following Administration's receipt of grievance.

Step 4 – Mediation

If the grievance is not resolved in Step 3, either party within ten (10) working days following the receipt of the written response from the Step 3 decision, may request a mediator from the Federal Mediation and Conciliation Service (FMCS).

Step 5 – Arbitration

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue to arbitration within ten (10) working days following receipt of the written response from the Administrator (or designated representative). If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking names from panel until only one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expense shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the

other party.

Section 19.4 COMPLIANCE The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all relevant circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence which the arbitrator deems relevant to the current grievance.

Section 19.5 NO-STRIKE NO-LOCKOUT It is the intention of the parties to settle disputes by the grievance/arbitration procedure provided herein. Therefore, during the term of this Agreement, the Employer will not lock out its employees, and neither the employees nor their Union's agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any strike, including a sympathy strike, picketing, walkout, slowdown or other interference with the operations of the Employer.

ARTICLE 20

LABOR/MANAGEMENT COMMITTEE

The Union and the Employer will develop a joint Labor/Management Committee that meets to discuss and review workplace issues that occur during the course of the contract term. This Committee shall not substitute for or become a bargaining committee. All efforts will be made to schedule meetings so as to avoid time loss by employees.

The Employer and the Union may explore through the Labor Management Committee methods of coaching and counseling to assist generally in a client/employee resolution process to help ensure successful service delivery.

ARTICLE 21

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, 2023 until August 31, 2025 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED at Aberdeen, Washington this 7th day of November 2023.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 8, AFL-CIO**

By Tara Powell
Tara Powell
Union Representative

By Suzanne Mode
Suzanne Mode
Business Manager

By Mary Fassnacht
Mary Fassnacht
Bargaining Committee

By Georgia Peterson
Georgia Peterson
Bargaining Committee

**COASTAL COMMUNITY ACTION
PROGRAM**

By Craig Dublanko
Craig Dublanko
CEO

By Lucy Machowek
Lucy Machowek
CFO

By John O'Lague
John O'Lague
Social & Employment Services
Program Director

APPENDIX “A”

WAGE RATES

Effective July 1, 2023, employees will receive wages as outlined in the wage schedule listed below. Only employees actively on the payroll on the date of ratification of the 2023-2025 Collective Bargaining Agreement will receive the wage increase retroactive to July 1, 2023.

Years of Employment	Effective July 1, 2023	Effective July 1, 2024
0 – 12 months	20.54	21.67
1 year	20.54	21.67
2 years	20.62	21.75
3 years	20.62	21.75
4 years	20.75	21.89
5 years	20.89	22.04
6 years	21.03	22.19
7 years	21.19	22.36
8 years	21.35	22.52
9 years	21.49	22.67
10 years	21.60	22.79
20 + years	21.72	22.91

A one and a half (\$1.50) per hour premium shall be paid for work performed as a Mentor Aide. This one and a half (\$1.50) premium shall be added to the employee’s regular hourly wage for hours worked as a Mentor Aide.

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APPENDIX “B”

DUES SCHEDULE

Dues are 1.5% of gross monthly earnings prior to deductions. (Gross monthly earnings include all wages earned under your Labor Agreement, including overtime pay received.)

Example: Wages of \$500 per month
 x 0.015 percent

 \$7.50 dues per month

Employees will pay an initiation fee of \$20.00. This amount is due the first month after 31 days from the date of hire and may be deducted from the employee’s paycheck or may be self paid directly to the Union by the 10th day of the 2nd month of employment.

The first dues payment will be due for hours worked in the employee’s 2nd month of employment and may be deducted from the employee’s paycheck (or self-paid) and paid to the union by the 10th day of the 3rd month after date of hire.

SPECIAL DUTY PAY

POLICIES AND PROCEDURES

Special Duty Pay will be granted when an employee must work in an extremely difficult or excessively dirty situation. The cause of this situation may be the client or the environment. In order to qualify for special duty pay the situation must be constant and ongoing, extreme and excessive and must meet one or more of the criteria listed below.

Special Duty Pay may be granted for all or a portion of a client's hours depending on the circumstances. Special Duty Pay for a specific client does not remain constant, in other words, once granted it is not always applied to that client. If the situation changes, worsens or improves, special duty pay may be granted, denied or revoked.

Aides receiving Special Duty Pay will develop with their supervisors a plan to approach, improve and/or resolve any extremely difficult or dirty situation. Aides will be required to document daily on an agency developed form the specific behaviors or problems that determine the difficult or dirty situation. Additionally, if the Special Duty Pay only applies to a portion of the client's service hours, the Aide needs to indicate on the report the amount of time spent on the Special Duty activity. This documentation will be submitted to the supervisor monthly with time sheets or more often at the supervisor's discretion. Special Duty Pay will not be paid unless the required reporting is submitted with time sheets. Supervisors will reassess appropriateness of Special Duty Pay based on the reports from Aides and on additional Home Visits made at least every ninety (90) days.

In order to receive Special Duty Pay for a particular client, the client's behavior or environment must meet one or more of the following criteria.

EXTREMELY DIFFICULT

Receptive/Expressive Aphasia

Inability to understand what is being said and/or difficulty in expressing thoughts or needs.

Wandering

Uncontrolled wandering, moving about aimlessly, wandering without purpose or regard to safety, disoriented while wandering, difficult to return to safe environment.

Verbally Abusive Behavior

Regularly threatens or berates others, yells, uses foul language, etc.

Inappropriate Behavior

Excessive demands for attention, taking another's possessions, disrobing in front of others, inappropriate sexual behavior, inappropriate toileting behavior.

Assaultive Behavior

Assaultive or combative to others (throws objects, strikes or punches, etc.)

Danger to Self

Self-neglect, suicidal attempts, self-mutilation.

Incontinence

Only when compounded by other inappropriate behavior.

EXCESSIVELY DIRTY

- Infestation of insects or vermin if the situation cannot be controlled.
- Presence of excessive human or animal feces.
- Extreme filth.

Requests for Special Duty Pay must be submitted in writing to the Director by the supervisor. The reason for the Special Duty Pay must be clearly documented. The supervisor will use the established Request for Special Duty Pay form as an assessment tool to determine if Special Duty Pay is warranted. The Division Director will review the written request and, if necessary, visit the client to further assess the situation. Approval of Special Duty Pay is the sole jurisdiction of the Division Director. Their determination of the merit of the request and subsequent approval or disapproval will be provided to the supervisor in writing within ten (10) working days of the request.

Once Special Duty Pay is in place, it will apply to all Aides entering the client's home who have to deal with the circumstances or situations warranting Special Duty Pay. Supervisors will notify Aides being assigned as substitutes or on a regular basis of Special Duty Pay and reporting requirements, if the situation is applicable to that employee.

All Special Duty information and reports will be maintained in the client file. All employees shall treat information regarding Special Duty Pay as confidential.