

SUMMARY OF AWARD

The following is an issue by issue reproduction of the Arbitrator's actual award on the twelve articles in dispute. It is provided solely for the purpose of making it easier for the party's to review the Arbitrator's decision as a whole.

ISSUE 1

Article 5 - Bargaining Unit Information

5.1 - Information to be Provided

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

The Employer shall make a good faith effort to provide other information to the Union, if not otherwise prohibited by force of law, including hire date, a unique employee identifier number, termination date, date of birth, gender, primary preferred language, relationship to consumer employer, marital status, vacation hours paid, and vacation hours forfeited. The Employer and the Union shall coordinate to reconcile any questions about the bargaining unit information and records.

5.2 - Collection of Additional Information

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

5.3 - Privacy

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

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

ISSUE 2

9.1 Wages

Effective July 1, 2009 a new wage scale is established based on cumulative career experience. Effective July 1, 2009, current employees will be placed on a step commensurate with their IP hours of work retroactively calculated to July 1, 2005. Bargaining unit employees will be paid according to the wage scale found in Appendix A. During the life of this Agreement wages shall be adjusted upward for each employee based upon accumulation of hours. All employees shall be paid strictly on an hourly basis. Except as modified by this Agreement, all employees shall be paid strictly according to the wage scale. Any non-hourly payment arrangements, or arrangements to pay any employee according to any other rate than the rates contained in Appendix A, are hereby void.

Appendix A - Wage Scale

July 1, 2009 - June 30, 2010	
Cumulative Career Hours	Wage
0-2000	\$10.28
2001-4000	\$10.42
4001-6000	\$10.58
6001-8000	\$10.72
8001-10000	\$10.87
10001-12000	\$11.02
12001-14000	\$11.17
14000 plus hours	\$11.34

July 1, 2010 - June 30, 2011	
Cumulative Career Hours	Wage
0-2000	\$10.49
2001-4000	\$10.63
4001-6000	\$10.79
6001-8000	\$10.93
8001-10000	\$11.09
10001-12000	\$11.24
12001-14000	\$11.39
14000 plus hours	\$11.57

Note: Wages shall be adjusted upwards by one dollar (\$1.00) an hour for individual providers who perform duties as mentors, preceptors, or trainers as assigned by the Employer, its contractors or subcontractors. Likewise, wages shall be adjusted upwards by fifty cents (\$.50) an hour for individual providers who hold and submit a valid "Home Care Aide" certification or Certified Nursing Assistant license (or equivalent or greater medical license).

ISSUE 3

9.2 Certification Differential and Mentor, Preceptor, and Trainer Pay

Employees who hold and submit a valid "Home Care Aide" certification or Certified Nursing Assistant license (or equivalent or greater medical license), shall be paid an additional fifty cents (\$.50) per hour differential in addition to his/her regular hourly wage rate.

An employee who is assigned by the Employer as a mentor, preceptor, or trainer of other employees or prospective employees shall be paid an additional one dollar (\$1.00) per hour differential in addition to his/her regular hourly wage rate, and in addition to any other differentials or adjustments, for each hour that he or she works as a mentor, preceptor, or trainer.

ISSUE 4

9.3 Mileage Reimbursement

Effective July 1, 2008, employees shall be compensated for the use of their personal vehicles to provide services to their clients (such as essential shopping and travel to medical services) authorized under the care or service plans. Such compensation shall be paid on a per-mile-driven basis at the standard mileage rate recognized by the Internal Revenue Service up to a maximum of sixty (60) miles per month per client. The Employer will make all necessary changes to work forms, the payroll system and the CARE tool to assure that accurate mileage can be tracked and compensated.

Employees providing transportation to services funded by the Division of Developmental Disabilities (DDD) Home and Community Based Services (HCBS) waivers or the DDD Individual and Family Services Program and identified in the client's Individual Support Plan, in excess of sixty (60) miles per month, will be reimbursed up to an additional maximum authorized by the case manager.

ISSUE 5

9.4 Overtime

[No new provision]

ISSUE 6

Article 10 - Comprehensive Health Care Benefits

10.1 Coverage

The Employer agrees to make periodic contributions on behalf of all employees covered by this Agreement to the SEIU 775 Multiemployer Health Benefits Trust Fund ("Trust") in the amount specified in Section 10.3 below.

10.2 Contributions

Provided the State receives approval from the Center for Medicaid Services (CMS) for the change in payment method, effective July 1, 2009, the Employer shall contribute to the SEIU Local 775 Multiemployer Health Benefits Trust (also referred to herein as the "Trust") one dollar and ninety-seven cents (\$1.97) per Department-paid hour for all employees covered by this Agreement. Provided the State received CMS approval, effective July 1, 2010, the Employer shall contribute two dollars and forty-five cents (\$2.45) to the Trust per Department-paid hour for all employees covered by this Agreement. Department-paid hours shall not include participation hours.

If the State is unsuccessful in receiving approval from CMS for the above payment method, effective July 1, 2009, the Employer shall contribute up to six hundred forty-nine dollars and fifty-eight cents (\$649.58) per month to the Trust for each home care worker who has been employed for at least three (3) consecutive months and who works a minimum of 86 hours per month, and who is not otherwise eligible to receive health care benefits through other family coverage, other employment based coverage or military or veterans coverage.

If CMS has not approved the change in payment method, effective July 1, 2010, the Employer shall contribute up to seven hundred twenty-seven dollars and fifty-three cents (\$727.53) per month to the Trust for each home care worker who has been employed for at least three (3) consecutive months and who works a minimum of 86 hours per month, and who is not otherwise eligible to receive health care benefits through other family coverage, other employment based coverage or military or veterans coverage.

Contributions required by this provision shall be paid to the Trust on or before the fifteenth (15th) day of the month following the period for which contributions are due or before

such other date as the Trustees may hereafter determine. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may reasonably be required by the Trust or their designee.

The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. Ongoing costs for deduction of employee premiums for health care shall be paid by the Employer.

10.3 Payroll Deductions

The Employer shall perform any such premium-share payroll deductions as directed by the Trust and as authorized by any employee. Initial and ongoing computer programming and operation costs associated with the implementation of this Article and Section shall be paid by the Employer.

10.4 Purpose of Trust

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

10.5 Trust Agreement

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

The Employer shall ask the Board of Trustees to modify the Trust Agreement, so that the Employer appoints an Employer Trustee. If such modification is made, the Employer shall appoint the appropriate Trustee.

10.6 Indemnify and Hold Harmless

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

ISSUE 7

Article 11 - Holidays and Other Benefits (new provision)

11.1 Paid Holidays

[No new provision on holidays and other benefits]

ISSUE 8

Article 13 - Paid Time Off

Employees shall be eligible for paid time off. Employees shall accrue one (1) hour for every forty (40) hours worked. Paid time off hours shall cap at eight (80) hours. In order to be eligible to be paid for time off, an employee must have the consent of his/her client and inform a designated agent of the Employer no less than two weeks before the paid time off begins.

ISSUE 9

Article 14 - Payroll, Electronic Deposits & Tax Withholding

14.1 Modern Payroll System

Prior to the expiration date of this Agreement, the Employer shall make every effort to implement a payroll system for the purposes of calculating and making payments to individual providers.

The system will, at minimum, be capable of collecting and reporting demographic data, including but not limited to, information outlined in Article 5; calculating and applying variable wage rates, combining several clients' service hours in a single payment; adding and editing deductions at variable levels of health care premiums, taxes, union deductions, wage

garnishments, and other purposes; providing web-based and telephonic reporting of ours; providing for direct deposit; and providing a reasonable level of ease and cost-control in making changes to fields and/or records for individual or system-wide payments and deductions with no significant cost to the Employer.

14.2 Twice Monthly Payment

Prior to the expiration of this Agreement, the Employer will explore the options that would allow individual provider home care workers to be paid on a twice-monthly basis.

14.3 Timely and Accurate Payment

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

14.4 Electronic Deposit

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

14.5 Tax Withholding

The Employer, at its expense, shall withhold from each employee's paycheck the appropriate amount of Federal Income Tax, Social Security, Federal and State Unemployment Insurance and Medicare contributions.

14.6 Changes to Payroll and Payment Systems

Unless specifically otherwise noted in this agreement, the Employer shall bear all costs for any changes to payroll for payment systems required to implement this agreement, including both the cost of any initial programming changes and the I'm going costs of operating payroll and payment systems.

ISSUE 10

Article 17 - Training

17.1 Training Partnership

Pursuant to RCW 74.39A.009(14) and 74.39A.360 there shall be established a ("Training Partnership" or "Partnership"). The Training Partnership will possess the capacity to provide training, peer mentoring, workforce development, and other services to individual providers. The Employer shall become and remain a participating employer in such a Partnership during the complete life of this Agreement, and any extension thereof.

17.2 Partnership Agreement

By being a participating employer during the complete life of this Agreement, any extension thereof, the Employer and the Union hereby agree to be bound by the provisions of the Partnership's Operating Agreement, and by all resolutions and rules adopted by the Trustees of the Partnership pursuant to the powers delegated. The Employer accepts the Employer Trustees of the Partnership, and their duly elected successors as its representatives on the Board. The Union accepts the Union Trustees of the Partnership, and their duly elected successors as its representatives on the Board. The Employer and the Union agree to cooperate with the Trustees of the Partnership in distributing benefit plan information and in obtaining and providing such census and other data as may be required by the Partnership.

17.3 Coverage

The Employer agrees to make periodic contributions to the Training Partnership identified in Section 17.1, on behalf of all employees covered by this Agreement, in the amount specified in Section 17.4 below.

17.4 Contributions

Effective July 1, 2009, the Employer shall contribute up to twenty-one and one-half cents (\$0.215) to the Partnership per paid hour for all employees covered by this Agreement.

In the event of a statutory change to individual provider training requirements, effective July 1, 2009, the State shall contribute up to twenty-seven and one-half cents (\$0.275) to the Partnership per paid hour for all employees covered by this Agreement in lieu of the above rate.

If the State is unsuccessful in receiving approval from CMS for the above payment method, the parties shall meet to bargain over the amount and an alternative method of payment. Additionally, in the event any other significant change in legal training requirements occurs, the parties agree to bargain over the effects of changes.

Contributions required by this provision shall be paid to the Partnership on or before the twenty-fifth (25th) day of the month following the period for which contributions are due 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 their designee.

17.5 Minimum Basic Training Requirements

Effective January 1, 2010, all legally required basic training for individual providers shall be provided through the Partnership. All individual providers shall be compensated at their regular rate of pay for all hours spent in basic training.

In the event of a statutory change to individual provider training requirements, the Partnership shall provide all additional required basic training for individual providers required by law. All individual providers shall continue to be compensated at their regular rate of pay for all hours spent in basic training.

The parties intend that all orientation and safety training occur as close to the date of hire as possible, so as to prevent the creation of any barriers to the timely provision of Medicaid benefits to consumers.

17.6 Minimum Continuing Education Training Requirements

Beginning January 1, 2010, and each calendar year after completing basic training, each individual provider shall complete all legally required continuing education training through the Partnership. The continuing education requirement must be satisfied every year. The purpose of continuing education is to improve and enhance the knowledge and skills of individual providers relative to the care needs of their consumer(s). Completion of all continuing education hours is a prerequisite for maintaining eligibility to work as an individual provider. All individual providers shall be compensated at their regular rate of pay for all hours spent in continuing education training.

17.7 Exemptions from Minimum Training Requirements

Effective July 1, 2009, all existing exemptions from minimum training requirements under law shall continue to apply to training for individual providers.

In the event of a statutory change to individual provider training requirements, the Partnership shall recognize all exemptions from required basic training for individual providers required by law.

17.8 Minimum Training Requirements for Exempted Individual Providers

Effective July 1, 2009, all individual providers currently exempted from the existing full training requirements shall continue to be required to complete their current specified requirements under law.

In the event of a statutory change to individual provider training requirements, the Partnership shall recognize all minimum training requirements for any individual providers exempted from required basic training required by law.

Any individual provider who exempted from basic training requirements may voluntarily enroll in any training offered by the Partnership for which that individual provider is otherwise eligible.

17.9 Peer Mentoring

Pursuant to RCW 74.39A.330, beginning on January 1, 2010, the Training Partnership shall offer a peer mentoring program to all new individual providers. The purpose of the mentoring program is to provide general information about serving as an individual provider and to assist the mentee in problem solving around work related challenges faced by individual providers. Mentors will not infringe on the rights of the consumer to select, hire, fire or instruct the mentee in the performance of the individual provider's duties, or with the case manager's exercise of his/her responsibilities. Mentors shall not discuss confidential information about the consumer who employs a mentee without a written release of information from that consumer. The Employer shall not be responsible for employing, paying, tracking and verifying hours of mentor work.

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

Once selected, peer mentors will complete training before being assigned to mentor up to ten (10) new workers. Peer mentors will be eligible to receive continuing education credit for mentor training, while mentees mentoring hours count towards satisfaction of basic training requirements.

17.10 Advanced Training

Effective January 1, 2010, all legally required advanced training for individual providers shall be provided through the Partnership.

In the event of a statutory change to individual provider training requirements, the Partnership shall provide all additional required advanced training for individual providers required by law.

17.11 Training Curriculum and Instructors

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

17.12 Training Provisions, Tracking and Reporting

The parties agree that it is their intention that effective January 1, 2010, the Partnership will be capable of the following:

- 1) Providing all types of training required by law and that meets training standards set in administrative rule;
- 2) Providing all types of curricula and methods of delivery authorized in rule by the Employer;
- 3) Registering all individual providers eligible for training;
- 4) Alerting individual providers and the Employer within a reasonable timeframe of impending training completion deadlines;
- 5) Maintaining evidence of appropriate current professional licenses for all training instructors, when applicable;
- 6) Providing fully supplied clinical settings and ADA compliant facilities for training;
- 7) Evaluating knowledge and skills competency prior to the administration of the certification examination;
- 8) Issuing state-provided Certifications of Completion to those individual providers that successfully complete their court work;

- 9) Providing the Employer with reports on student course evaluations at least quarterly;
- 10) Maintain training records for a reasonable amount of time and making such records available to individual providers upon request;
- 11) Tracking the training status of all individual providers and providing the Employer with all such reasonable training-related data as may be necessary for administration and enforcement.

17.13 Transition to the Partnership

To ensure services to consumers that are continuous, efficient and appropriate, the Employer may meet with the Partnership when necessary during the transition from the current training system to the Partnership. The Employer also shall be available on an ongoing basis to answer training questions and concerns during the complete life of this Agreement and any extension thereof.

In the event that either party determines that the development and integration of all necessary training-related data systems cannot be accomplished in time to allow the Employer to acquit its obligations under the law, the parties may meet and confer to address alternate ways to deliver training, including the possibility of using the current system, until such time that the development and integration of data systems is complete.

17.14 Access to Training

a) Prior to January 1, 2010

The Employer agrees to provide the Union with a total of thirty (30) minutes of presentation time on union issues at either the "Revised Fundamentals of Care" (RFOC) training, or the Parent Provider Training (PPT) for parents of people with developmental disabilities. This thirty (30) minute period shall be paid as time worked for all individual provider home care workers in the bargaining unit receiving the Union portion of the training.

The parties agree the thirty (30) minutes provided for the union presentation at the RFOC or PPT will be for new bargaining unit member IPs. The parties agree the thirty (30) minutes provided for the union presentation at the PPT will be for new bargaining unit member IPs who are not required to take RFOC.

The parties agree that a bargaining unit member IP will not receive pay for any more than a total of thirty (30) minutes for any and all Union presentations. The parties agree that the first thirty (30) minutes of the RFOC or PPT training will be for the Union presentation.

The Employer agrees to have the Agencies providing or arranging for the training give written notice to the Union, which will include the date, location and time of the RFOC or PPT. This written notice shall be sent by email. The Union agrees that if it or any of its representatives have questions about the schedule they will contact the person at the Agency who provided them notice of the training. The Union will not contact the trainer with any questions about the training or the trainer's presentation.

The Union agrees that this thirty (30) minute presentation time outlined above is its only opportunity during training to address the IPs. If the Union representative does not appear at the scheduled time, the access of the Union to that training class is forgone.

The Employer agrees to provide notice to IPs about the Union presentation in the RFOC, or PPT or any other required training notification letter that the bargaining unit member IP receives from the training entity. This notice will read:

"On (date) you are scheduled to attend training on (RFOC or PPT, whichever is appropriate). Arrive for this training at (time). The first thirty (30) minutes of the training will be a presentation from members of the union for Individual Providers on information about your wages, benefits and the union. You will be paid for this ½ hour of time.

In addition, if the trainer is asked by individuals who are not IPs if they should attend the union presentation, the response will be that the time is paid time only for IPs and that if any other person decides to attend they will not be paid for the time. For stand alone Safety Training, similar notification will be given to the bargaining unit member IP.

b) After January 1, 2010

The Employer agrees to compensate up to thirty (30) minutes of time for presentation time on union issues to all individual providers receiving the Union portion of required basic training. Any additional time for presentation on union issues agreed upon between the Union and the Partnership shall not be paid by the Employer.

c) Employer Access to Training

Effective January 1, 2010, Employer responsibilities included in this section 17.15 for reporting and notification shall become the responsibility of the Partnership. Effective January 1, 2010, the Partnership shall provide all statewide training

schedules for all basic training, advanced training and continuing education courses, including dates, locations and times to facilitate the Employer's observation of training courses. The schedules shall be provided within two (2) weeks after the training is first scheduled and shall be provided in an electronic format to the designated Employer contact person for training.

17.15 Indemnify and Hold Harmless

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

ISSUE 11

Article 22 - Hours of Work

22.1 Hours of Work when Clients have Complex Behavioral and Cognitive Issues

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

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

ISSUE 12

Article 23 - Retirement Benefits

23.1 Creation of Administration System

The Union and the Employer agreed that prior to the expiration of this agreement, the Employer shall develop an administrative and data collection system needed for establishing a sustainable retirement benefits for workers covered under this agreement. At a minimum, such a system shall have access to all the information provided to the Union per the requirements of Article 5 Bargaining Unit Information and all the data elements recommended by the retirement benefits consultant hired by the parties during the term of the 2007-2009 Collective Bargaining Agreement.

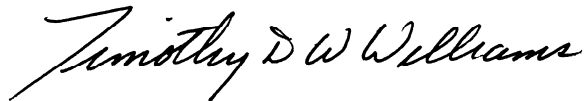
23.2 Development of a Retirement Benefit Trust

Prior to the expiration of this Agreement, the parties shall help develop a multi-employer Taft-Hartley trust for the purpose of providing retirement benefits to unionized home care workers in Washington State. The Employer agrees to become and remain a participating member of the trust.

23.3 Development Funding

The Employer shall bear the cost of developing such an administrative and data collection system but shall not exceed two hundred fifty thousand dollars (\$250,000.00).

This interest arbitration award is respectfully submitted on this the 30th day of September, 2008 by,



Timothy D. W. Williams
Arbitrator