



**2009-2011**

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**THE STATE OF WASHINGTON**

**AND**

**WASHINGTON STATE RESIDENTIAL  
CARE COUNCIL  
OF  
ADULT FAMILY HOMES**

**EFFECTIVE**

**JULY 1, 2009 THROUGH JUNE 30, 2011**





**WASHINGTON STATE RESIDENTIAL CARE COUNCIL  
OF  
ADULT FAMILY HOMES  
2009-2011**

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## **PREAMBLE**

This document constitutes an Agreement by and between the Governor and the State of Washington hereinafter referred to as the “Employer” and the Washington State Residential Care Council of Adult Family Homes hereinafter referred to as the “WSRCC” and in accordance with the provisions of RCW 41.56.



## **ARTICLE 1 RECOGNITION**

### **1.1 Recognition**

The Washington State Residential Care Council of Adult Family Homes (WSRCC) is recognized as the sole and exclusive representative for Providers of Adult Family Home care services as defined in RCW 41.56.030(13). The bargaining unit is defined as, “Adult family home provider’ means a provider as defined in RCW 70.128.010 who receives payments from the Medicaid and state-funded long-term care programs.” The parties acknowledge and agree that a statewide unit of all Adult Family Homes Providers as defined in RCW 41.56.030(13) is the only unit appropriate for purposes of collective bargaining. The parties also recognize that other agencies and/or contracts or subcontractors of the Employer may continue to be responsible for implementation and administration of certain provisions of this Agreement as specifically provided herein or as directed by the Employer.

### **1.2 Integrity of the Bargaining Unit**

The State recognizes the integrity of the bargaining unit and will not take any action intended to erode it.

## **ARTICLE 2 NON-DISCRIMINATION**

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

This Agreement shall not be construed as otherwise limiting or impeding the statutory right of residents’, parents’ or legal guardians’ right to choose and terminate the services of any licensed adult family home provider.

## **ARTICLE 3 WSRCC RIGHTS**

### **3.1 WSRCC Exclusivity**

The State shall not meet, discuss, confer, subsidize or negotiate with any other labor organization, employee organization or its representatives on matters pertaining to RCW 41.56.029(2)(c). However, the WSRCC recognizes that the State in meeting its statutory obligations under RCW 70.128 may frequently interact with bargaining unit members or groups that include bargaining unit members without notifying or requiring the WSRCC's presence at those interactions.

### **3.2 WSRCC Representatives**

The WSRCC shall notify the State of the names of its official representatives and changes in such representatives, as changes occur.

### **3.3 Neutrality**

The State shall remain neutral on the question of WSRCC membership and WSRCC representation for Providers. All questions addressed to the State concerning membership in or representation by the WSRCC will be referred to the WSRCC.

### **3.4 Lists**

The State will provide the WSRCC with a list of Providers electronically on a monthly basis by the fifteenth (15<sup>th</sup>) business day of each month. This list will include:

- A. Month in which the service was provided;
- B. Name of all Providers who received a payment in the previous calendar month;
- C. Provider number;
- D. Mailing address;
- E. Telephone number if available;
- F. Amount of total payment per Provider;
- G. Email address of Provider if available; and
- H. Fax numbers if available.

### **3.5 Notices**

The State will provide to the WSRCC either an electronic or hard copy of any notice provided by the State to all Providers.

## **ARTICLE 4**

### **EMPLOYER RIGHTS**

**4.1** It is understood and agreed by the parties that the Employer has core management rights. Except to the extent modified by this Agreement, the Employer reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the Employer and the Employer has the right to decide and implement its decisions regarding such management rights. Unless otherwise revised by statute, the mandatory subjects of bargaining between the parties shall be limited solely to: (1) economic compensation, such as manner and rate of subsidy and reimbursement, including tiered reimbursement; (2) health and welfare benefits; (3) professional development and training; (4) labor-management committees; (5) grievance procedures; and (6) other economic matters. The parties acknowledge that the mandatory subjects of bargaining listed above are the only subjects the parties are authorized to bargain.

**4.2 Rights Reserved to the Employer**

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

- A. to operate so as to carry out the statutory, licensing and contractual mandates of the Employer;
- B. to establish the Employer's missions, programs, objectives, activities and priorities within the statutory mandates;
- C. to plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the Employer's missions, programs, objectives, activities and priorities;
- D. to manage, direct and control all of the Employer's activities to deliver programs and services;
- E. to develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out;
- F. to establish qualifications of adult family home licensed and contracted Providers and standards of accountability;
- G. to make and execute contracts and all other instruments necessary or convenient for the performance of the Employer's duties or exercise of the Employer's powers, including contracts with public and private agencies,

organizations or corporations and adult family homes to pay them for services rendered or furnished;

- H. to determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement;
- I. to extend, limit or contract out any or all services and/or programs of the Employer except as otherwise limited under Article 10 "Duty to Bargain" and specific to contracting out of bargaining unit work;
- J. to take whatever actions the Employer deems necessary to carry out services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard;
- K. to modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the Employer's ability to provide services;
- L. to determine the method, technological means and numbers and kinds of personnel by which operations are undertaken; and
- M. to maintain and promote the efficiency of public operations entrusted to the Employer.

**4.3** The above enumerations of Employer rights are not inclusive and do not exclude other Employer rights not specified including, but not limited to those duties, obligations or authority provided under RCW 70.128 and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.

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

**4.5 Fulfillment of Statutory Obligation**

As provided under RCW 41.56.029(4)(c) this Agreement expressly reserves:

The legislature's right to make programmatic modifications to the delivery of state services under chapter 70.128 RCW, including standards of eligibility of consumers and Adult Family Home Providers participating in

the programs under chapter 70.128 RCW and the nature of services provided.

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

## **ARTICLE 5**

### **WSRCC REPRESENTATIONAL SECURITY AND DUES DEDUCTIONS**

#### **5.1 WSRCC Security**

- A. Not later than thirty (30) days following the first payment from Medicaid and state-funded long-term care plan, an Adult Family Home Provider covered by this Agreement shall become and remain a member of the WSRCC paying periodic dues, or for nonmembers of the WSRCC, the fees uniformly required. The WSRCC shall determine the method of payment and amount of dues. The State shall not be responsible for collecting or accounting of dues.
  
- B. In the event an Adult Family Home Provider fails to satisfy his or her obligation to pay dues or representation fees under Subsection A of this Article, the WSRCC will send a letter to the Adult Family Home Provider notifying him or her of this obligation and that failure to pay dues could result in loss of eligibility to receive new Medicaid and state-funded long-term care clients in their home until such time as this obligation is satisfied.
  
- C. Sixty (60) days after sending the notice in Subsection B of this Article to the Adult Family Home Provider, if the Adult Family Home Provider has still failed to satisfy his or her obligation to pay dues or representation fees, the WSRCC may request that the State not place any new Medicaid and state-funded long-term care clients in their home until the Adult Family Home Provider satisfies his or her obligation to pay dues.
  
- D. Within thirty (30) days of written request from WSRCC, the State will notify the Adult Family Home Provider that he or she is no longer eligible to receive new Medicaid and state-funded long-term care clients in their home until the WSRCC notifies the State that the Adult Family Home Provider has satisfied his or her obligation to pay dues or representation fees.
  
- E. The WSRCC will notify the State within fifteen (15) days when an Adult Family Home Provider has satisfied his or her obligation to pay dues or representation fees so that the State can restore the Adult Family Home Providers eligibility to receive new Medicaid and state-funded long-term care clients.

**5.2 Right of Non-Association**

It is the intent of this Agreement that the provisions of this Article safeguard the right of Adult Family Home Providers to remain non-members based on a bona fide religious tenets or teachings of a church or religious body of which such Adult Family Home Provider is a member. Such Adult Family Home Provider shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 5.1 of this Article, to a non-religious charity or to another charitable organization mutually agreed upon by the Adult Family Home Provider affected and the WSRCC. On at least a quarterly basis, the Adult Family Home Provider shall furnish written proof to the WSRCC that such payment has been made. Any Adult Family Home provider who claims a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such Adult Family Home provider is a member shall provide written notice of that claim to the WSRCC, and shall, at the same time, provide the WSRCC with the name(s) and address(es) of one or more non-religious charitable organizations to which the Adult Family Home Provider is prepared to make alternative payments in lieu of the payments required by this Article.

**5.3 Indemnify and Hold Harmless**

The WSRCC and each Adult Family Home Provider hereby agree to undertake to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the State and officers of the State for or on account of not placing new Medicaid and state-funded long-term care clients with an Adult Family Home Provider who fails to pay dues under this Article.

**ARTICLE 6  
GRIEVANCE AND DISPUTE RESOLUTION**

**6.1 Dispute Resolution Philosophy**

The Employer and the WSRCC commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. The parties relationship depends on mutual respect and trust based on our ability to recognize and resolve disagreements. Prior to filing a grievance, the WSRCC and the Employer will attempt wherever possible to resolve problems informally and not resort to the formal grievance procedure.

**6.2 Definitions**

A. Grievance Definition

A grievance shall mean a dispute regarding the meaning or implementation of the provisions of this Agreement brought by the WSRCC. The WSRCC may not grieve issues outside the scope of this Agreement, including but not limited to selection or termination of an adult family home provider by a consumer, and/or any action taken by the consumer.

- B. **Computation of Time**  
The time limits in the Article must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing and timelines will apply to date of receipt, or the date of postmarking.
- C. **Failure to Meet Timelines**  
Failure by the WSRCC to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the WSRCC to move the grievance to the next step of the procedure.
- D. **Content**  
The written grievance must include the following information:
1. A summary of the pertinent facts surrounding the nature of the grievance;
  2. The date or time period in which the incident occurred;
  3. The specific Article and Section of the Agreement violated;
  4. The step taken to informally resolve the grievance and the individuals involved in the attempted resolution;
  5. An appropriate remedy for the grievance;
  6. The name of the grievant;
  7. The grievant's provider number; and
  8. The name and signature of the WSRCC representative filing the grievance.
- E. **Modifications to grievances**  
No newly alleged violations and/or remedies may be added to the grievance after it is filed, except by written mutual agreement, provided however, this shall not preclude the filing of a grievance arising out of a different incident.
- F. **Resolution**  
If the Employer provides the requested remedy or a mutually agreed upon alternative for that grievance, the grievance will be considered resolved and may not be moved to the next step.
- G. **Withdrawal**  
A grievance may be withdrawn at any time.

H. Resubmission

If resolved, withdrawn or a timeline missed, that grievance cannot be resubmitted.

### **6.3 Grievance/Dispute Resolution Procedure**

#### Step 1. Informal Resolution

In an attempt to resolve any grievable issue, the WSRCC representative must confer with the Employer's designated representative prior to filing a written grievance.

#### Step 2. Written Grievance

If the grievance is not resolved at Step 1, the WSRCC representative shall set forth the grievance in writing including a summary of the pertinent facts surrounding the grievance, the date or time period in which the incident occurred, the alleged violations of the Agreement, and an appropriate remedy.

The written grievance shall be submitted to the Employer within thirty (30) days of the occurrence of the alleged violation or within thirty (30) days of when the provider or the WSRCC could reasonably have been aware of the incident or occurrence giving rise to the grievance. The written grievance may be submitted by the WSRCC in person, by U.S. Mail, or by fax. A grievance may be submitted by email if the parties mutually agree to this mode of delivery on a case by case basis.

The Employer or the Employer's designee shall meet with the grievant and his/her WSRCC representative within thirty (30) days of receipt of the written grievance, in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance should remain unresolved, the Employer will provide a written response to the grievance within fourteen (14) days from the date the parties met to discuss the grievance.

If the matter is not resolved in Step 2 and as an alternative prior to final and binding arbitration in Step 4, the parties may choose by mutual agreement to submit the matter to mediation through the Public Employment Relations Commission (PERC) in order to resolve the issue. The party requesting mediation of the dispute must notify the other party in writing no later than fourteen (14) days of receipt by the WSRCC of the written response from the Employer in Step 2. The party receiving the request for mediation must notify the other party of its agreement to mediate the dispute within fourteen (14) days of receipt of the request. If the party receiving the request does not agree to mediate the dispute, the WSRCC may immediately proceed to Step 4, Arbitration.

### Step 3. (Optional) Mediation

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

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

If the issue is successfully resolved by mediation, the agreement shall be signed and binding on all parties, and will not form a precedent unless agreed to in writing by both parties. If the issue is not successfully resolved through mediation, the WSRCC may, within thirty (30) days of the mediation session, proceed to Step 4, Arbitration.

The proceedings of any mediation will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the mediation or meeting. Statements made by the mediator, or by or to any party or other participant in the mediation may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

### Step 4. Arbitration

If the grievance is not settled at Step 2 or 3, it may be referred by the WSRCC to final and binding arbitration. The Arbitrator shall be mutually agreed upon by the parties or, upon failure to agree upon an Arbitrator, the WSRCC shall, within fifteen (15) days of the request for arbitration, request a list of nine (9) arbitrators from the American Arbitration Association. The parties shall select an arbitrator by alternately striking names from the list of nine (9) arbitrators. A coin toss shall determine which party shall strike first.

The award of the Arbitrator shall be final and binding upon both parties. The parties shall each pay one half (1/2) the costs of the arbitration, including the fees to file for arbitration with the American Arbitration Association and the fees of the Arbitrator. Each party shall be responsible for its own costs including the costs of representation, advocacy, attorney's fees and witnesses. The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

**ARTICLE 7**  
**WSRCC-MANAGEMENT COMMUNICATIONS COMMITTEE**

**7.1 Purpose**

For the purpose of maintaining communications between the parties and cooperatively discuss matters of mutual concern, the Employer and the WSRCC agree to engage in discussions on topics of mutual interest.

**7.2 Meetings**

The parties shall meet on a flexible basis, but no later than thirty (30) days after either party requests a meeting unless otherwise mutually agreed. Meetings shall be held at mutually convenient times and ADA accessible locations. The parties are encouraged to select participants for these discussions who are representative of the issues to be discussed and who bring to the discussion the authority to make decisions on behalf of the parties. The WSRCC-Management Communications Committee (WSRCC-MCC) shall consist of up to five (5) representatives of the Employer and up to five (5) representatives of the WSRCC.

**7.3 Scope of Authority**

Committee meetings established under this Article will be used for discussions only. The committee will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The committees' activities are not subject to the grievance procedure in Article 6.

**ARTICLE 8**  
**PAYMENT**

**8.1 Fiscal Year 2010**

The parties recognize that for fiscal year 2010, the Legislature appropriated funding for the Aging and Disability Services 17-level tiered reimbursement payment rates (hereinafter referred to as "base daily rates") for Adult Family Home Providers who receive payments from the Medicaid and state-funded long-term care programs as shown in Appendix A. However, because this amount was not appropriated pursuant to a collective bargaining agreement, the parties agree that this provision is not included as a term of this Agreement.

**8.2 Fiscal Year 2011**

The base daily rates in effect for fiscal year 2010 for Adult Family Home Providers who receive payments from the Medicaid and state-funded long-term care programs shall remain in effect for fiscal year 2011. This Section (8.2) is contingent upon the following: 1) the parties reach agreement by October 1, 2009; 2) the Director of the Office of Financial Management certifies that the funds necessary to implement this provision are feasible financially for the State; 3) the Governor in her 2010 supplemental budget proposal requests funding from the Legislature; and 4) the Legislature appropriates funding pursuant to this Agreement.

## **ARTICLE 9 TRAINING**

### **9.1 Adult Family Home 48 Hour Administrator Training class**

- A. The State shall require the trainer for the Adult Family Home 48 Hour Administrator Training class (48 Hour class) to notify the WSRCC when classes are scheduled and grant access, not to exceed forty-five (45) minutes, at the 48 Hour class. The WSRCC presentation topics will be limited to the following: WSRCC organization, Adult Family Home Provider's representation status and benefits and Adult Family Home Provider advanced and additional training opportunities. Adequate notice shall be fourteen (14) working days. As an alternative to the WSRCC presentation at the 48 Hour class, the State at the request of the WSRCC will provide the WSRCC with a list of new licensees so that the WSRCC can schedule its presentation apart from the 48 Hour class. The WSRCC may issue a certificate to those who complete the forty-five (45) minute orientation.
  
- B. The WSRCC may (at its discretion) provide the trainer of the 48 Hour class with copies of a one (1) page brochure outlining the Provider's collective bargaining benefits to be distributed by the trainer and WSRCC with other orientation and training materials. This one (1) page document will be neutral in content and approved by the State and the WSRCC prior to distribution.

### **9.2 Training Committee-WSRCC/Management Committee**

The WSRCC/Management Communications Committee shall work to develop recommended curriculum for consideration in the rulemaking process for training related to vulnerable adults and the disabled. Emphasis may be placed on the care of people who have dementia, mental health issues or exhibit challenging behaviors.

In addition to developing recommended curriculum for consideration in the rulemaking process, the committee may also discuss optional training programs brought before the committee by the WSRCC and or the department.

The education sub-committee will be composed of three (3) members from the State and three (3) members from WSRCC. The State and WSRCC will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Additional individuals may be invited to the committee by each party to participate in the development of education and training programs in adult family homes. Each party will select one of its representatives to act as a co-chair of the committee.

**ARTICLE 10**  
**DUTY TO BARGAIN**

Nothing contained in this Agreement shall be construed as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the law and to the extent that the Employer has lawful control over those subjects. This specifically includes economic compensation, such as manner and rate of subsidy and reimbursement, including tiered reimbursement; health and welfare benefits; professional development and training; labor-management committees; grievance procedures and other economic matters.

**ARTICLE 11**  
**SAVINGS CLAUSE**

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

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

**ARTICLE 12**  
**PRODUCTION OF AGREEMENT**

The Employer shall electronically post the Agreement on the Office of Financial Management – Labor Relations Office web page for access by members of the bargaining unit.

**ARTICLE 13**  
**TERMS OF THE AGREEMENT**

**13.1 Severability**

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority that are not subject to collective bargaining. Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

### **13.2 Term of Agreement**

This Agreement shall be effective July 1, 2009 and shall remain in full force and effect until June 30, 2011. In accordance with RCW 41.56.440 the parties shall begin negotiations no later than May 1, 2010. If no successor agreement has been reached, or if the legislature has not approved appropriations required to fund the economic provisions of a successor agreement as of June 30, 2011, all the terms of this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the expiration date.



## APPENDIX A

### JULY 1, 2009 ADSA ADULT FAMILY HOME DAILY RATES

#### FOR CLIENTS ASSESSED WITH CARE

Service Area	King County	**Metropolitan Counties	***Non-Metropolitan Counties
Classification	AFH Daily Rate	AFH Daily Rate	AFH Daily Rate
A Low (1)	\$46.39	\$46.39	\$46.39
A Med (2)	\$52.64	\$50.55	\$49.52
A High (3)	\$58.90	\$55.76	\$54.73
B Low (4)	\$46.62	\$46.62	\$46.62
B Med (5)	\$59.19	\$56.04	\$55.00
B Med H (6)	\$63.42	\$60.10	\$58.92
B High (7)	\$72.51	\$70.46	\$66.64
C Low (8)	\$52.64	\$50.93	\$49.52
C Med (9)	\$67.22	\$65.58	\$63.07
C Med H (10)	\$88.06	\$81.82	\$78.70
C High (11)	\$89.29	\$86.81	\$82.10
D Low (12)	\$68.52	\$67.01	\$63.37
D Med (13)	\$83.87	\$81.61	\$77.17
D Med H (14)	\$100.92	\$97.84	\$92.52
D High (15)	\$114.90	\$111.16	\$105.10
E Med (16)	\$138.84	\$133.95	\$126.64
E High (17)	\$162.79	\$156.74	\$148.19

\*\* Metropolitan Counties (Urban) Benton, Clark, Franklin, Island, Kitsap, Pierce, Snohomish, Spokane, Thurston, Whatcom, and Yakima Counties.

\*\*\* Non-Metropolitan Counties: Adams, Asotin, Chelan, Clallum, Columbia, Cowlitz, Douglas, Ferry, Kittitas, Garfield, Grant, Grays Harbor, Jefferson, Klickitat, Lewis, Lincoln, Mason, Okanogan, Pacific, Pend Oreille, San Juan, Skagit, Skamania, Stevens, Wahkiakum, Walla Walla, and Whitman.



**Memorandum of Agreement**

Between

**The State of Washington**

And the

**Washington State Residential Care Council**

The parties agree to meet and discuss WSRCC's needs for deductions from the new payment system. The parties will hold their first meeting by October 15, 2008.

**For the Washington State Residential Care Council:**

\_\_\_\_\_/s/\_\_\_\_\_  
9/18/08  
**Date**

**For the State of Washington:**

\_\_\_\_\_/s/\_\_\_\_\_  
9/18/08  
**Date**

**Memorandum of Agreement**

Between

**The State of Washington**

And the

**Washington State Residential Care Council**

The parties agree to meet and discuss advanced training related to vulnerable adults and people with disabilities by December 1, 2008.

**For the Washington State Residential Care Council:**

\_\_\_\_\_/s/\_\_\_\_\_  
9/18/08  
**Date**

**For the State of Washington:**

\_\_\_\_\_/s/\_\_\_\_\_  
9/18/08  
**Date**

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

Executed this 1<sup>st</sup> day of July, 2009.

For the Washington State Residential Care Council of Adult Family Homes:

\_\_\_\_\_/s/  
Jack Arntzen  
WSRCC President

\_\_\_\_\_/s/  
Dan Simnioniw  
Executive Director

For the State of Washington:

\_\_\_\_\_/s/  
Christine O. Gregoire  
Governor

\_\_\_\_\_/s/  
Shane Esquibel, Chief Negotiator  
OFM Labor Relations Office