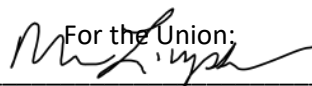
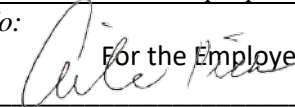


**ARTICLE X  
RECOGNITION**

- A. SEIU 775 (“Union”) is recognized as the sole and exclusive representative for all home care employees/caregivers, or equivalent positions including all caregivers of in home care services (also referred to as home care aides, personal care attendants, Personal Assistance Attendants, Home Health Aides (“HHAs”) Respite caregivers, Behavioral Intervention Assistants, Specially Trained Attendants, Specialized Childcare) Attendants or equivalent positions including all individual providers of in-home care services (also referred to as “home care workers,” “caregivers,” “HCAs,” “agency providers” “self directed care providers” “home makers” and “PCAs”) excluding supervisors, confidential employees, and all other employees. Provided there is no question concerning representation or the definition of the bargaining unit pursuant to statute, if the Union merges with other organizations, consolidates parts of other organizations, modifies its name or makes any other similar changes, recognition by the Employer will follow as designated by SEIU 775 and the Service Employees International Union. The parties also recognize that other agencies and/or contractors or subcontractors of the Employer may continue to be responsible for implementation and administration of certain provisions of this Agreement as specifically provided herein or as directed by the Employer.
- B. The Parties agree that, should the Employer make new acquisitions of any companies that provide in-home care services in Montana State, the terms and conditions set forth herein shall apply to home care worker employees of such acquisitions, and the home care worker/caregiver employees shall be merged into the bargaining unit. The Parties agree to bargain the impacts of such bargaining unit mergers as needed.

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

 For the Union: _____ Date: <u>07/28/23</u>	 For the Employer: _____ Date: <u>7/28/23</u>
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## ARTICLE XX UNION RIGHTS

### X.1 UNION REPRESENTATIVES

The Employer shall recognize Union advocates and Union staff representatives in the course of their representational duties. The Union shall advise Employer of the names and phone numbers of Union advocates and representatives by written notice within thirty (30) days of appointment by the Union and include the nature, scope and authority granted each by the Union.

The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in leadership activities. These activities are defined as participation on the Labor-Management Committee and other regularly scheduled committees such as a Safety, No Harassment and No Discrimination Committee and work groups as mutually agreed upon that benefit both the Union and the Employer, and actual time spent as part of the Grievance Procedure.

### X.2 ACCESS TO EMPLOYER PREMISES

Duly authorized representatives of the Union shall have access at reasonable times to those areas of the Employer's premises that are open to the general public. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb the normal operation of the Employer. Advocates and other worker-caregiver representatives shall perform representational activities or other Union business with individual providers/caregivers only during the non-working time of the individual provider/caregiver and shall not otherwise interfere with the work of individual providers/caregivers or home care services provided.

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union: <u>[Signature]</u> Date: <u>6/30/23</u>	For the Employer: <u>[Signature]</u> Date: <u>6/30/23</u>
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### X.3 BULLETIN BOARDS

The Employer will provide a bulletin board, in an area easily accessible to employees caregivers in each branch office, for Union postings. The Union agrees to apply reasonable standards of good taste when posting Union notices.

### X.4 NEW EMPLOYEE ORIENTATION/IN-SERVICE MEETINGS

Worker-Caregiver representatives shall have a maximum of thirty (30) minutes before or after each worker-caregiver in-service meeting to make a presentation about the Union and answer questions. The Union shall have the right to include written information on any orientation video tape or other basic written employment materials produced by the Employer Management or supervisory personnel may not be present during Union presentations unless mutually agreed to by the Union and the Employer. Such meetings shall not disrupt the in-service schedule. The Employer agrees to inform the Union of in-service training dates, times and locations one (1) month in advance, if possible. The Union must inform the Employer of its desire to address the bargaining unit members before a scheduled in-service training such notice must be at least two (2) days in advance. In the event the Union is unable to attend, the Employer will provide a list to the union of all new hires which includes the employee-caregiver names, complete mailing address, and cell phone number, in a secured manner monthly.

The Employer will also give all newly hired employees-caregivers the contact number for their Union Representative.

### X.5 ORIENTATION MATERIALS PROVIDED BY EMPLOYER

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

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:

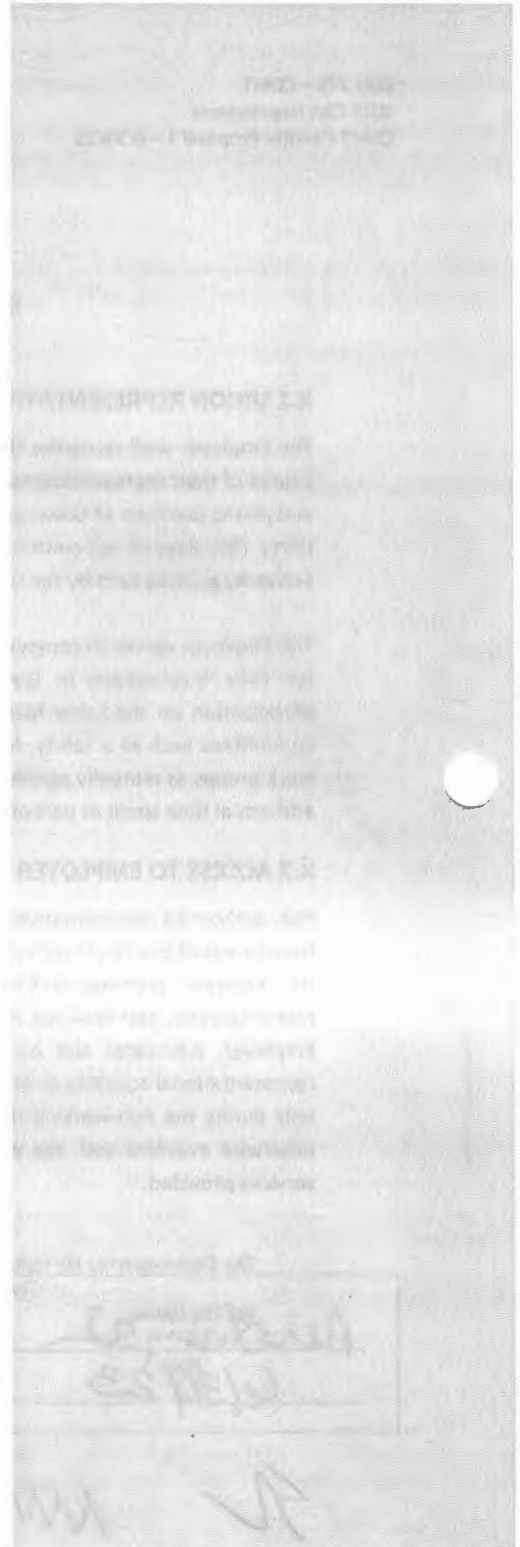
For the Employer:

Date:

Date:

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training or to be mailed to self-directed caregivers. Postage paid return envelopes shall be provided if Union orientation materials are mailed.

To the extent that orientation materials are provided by the Employer electronically, the Employer will facilitate the inclusion of union membership applications and union orientation materials as part of the electronic orientation process.

### 2.7 UNION COMMUNICATIONS THROUGH CDMT WEBSITE

#### A. Link to Union Website

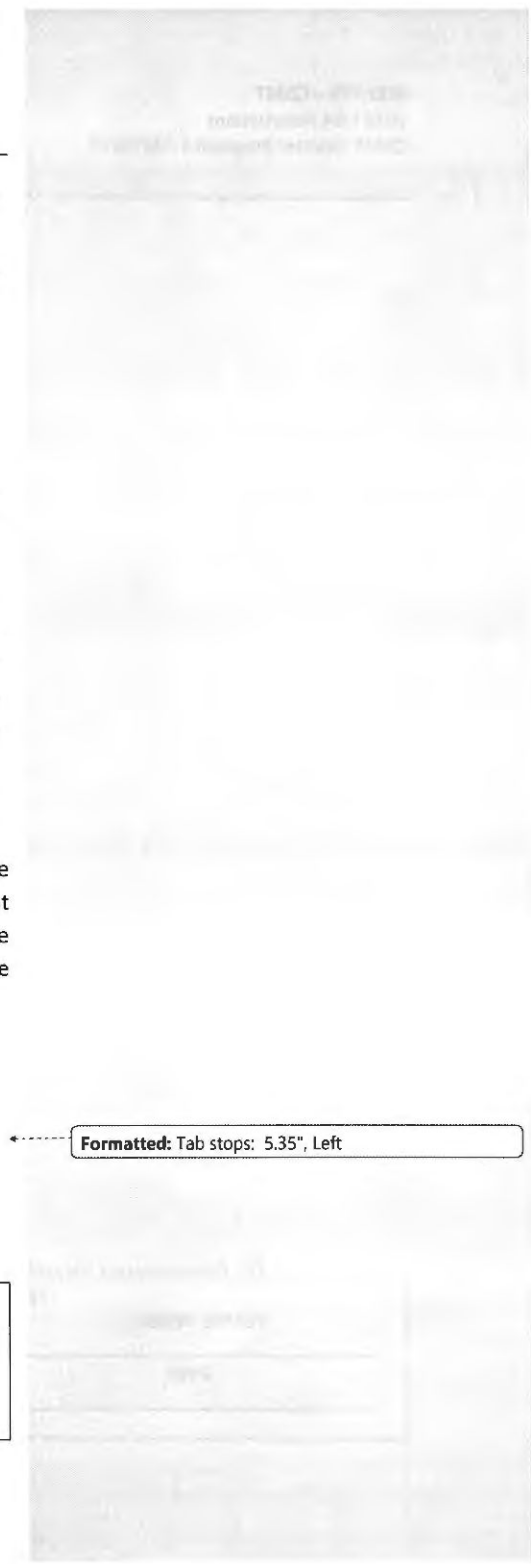
The Employer shall display a link to the Union website on the caregiver resources section of the opening webpage of the CDMT website.

#### B. Notification of Message from Union

When a caregiver logs into the caregiver resources section of the CDMT website, the initial screen will include a notification of new message(s) from the Union. The notification box on the initial page shall be sufficient to provide detail of sender and subject of the message. The Union shall provide materials to be included in the notification message no later than twenty-one (21) days prior to the day the notification will be sent.

### X.8 UNION PREVIEW OF EMPLOYER COMMUNICATIONS

When feasible, the Employer shall provide the Union at least fourteen (14) days advance notice prior to sending a communication to the entire caregiver group. In the event fourteen (14) days advance notice is not feasible, the Employer will send the notice to the Union as soon as possible, but at a minimum, at the same time the notice is sent to the entire individual provider/caregiver group.



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*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:	For the Employer:
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Date:	Date:
_____	_____

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*Handwritten initials*

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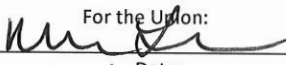
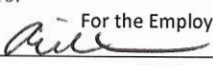
**ARTICLE XX  
UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES**

**ARTICLE X: UNION MEMBERSHIP AND UNION SECURITY**

- A. Upon ratification, all employees covered by this Agreement, as a condition of continued employment, be or become, and then remain, members of the Union, in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended, and in accordance with applicable law.
- B. Upon proper authorization by an employee, the Employer shall deduct the amount of dues or fees, as applicable, from each ~~home-care worker~~caregiver's payment for services (paycheck, direct deposit or debit card).
- C. The Employer shall honor the terms and conditions of each ~~home-care worker~~caregiver's signed membership card.
- D. Failure of any employee to comply with Section X.A shall, upon written request of the Union, shall result in termination of such employee, provided that: (1) the termination request complies with applicable law, and (2) the Union has given the affected employee all legally required notice at least thirty (30) days in advance of the termination request, including notice (a) that the employee's obligation to make payment has not been met, (b) that the delinquency renders the employee liable to termination under Section X.A, and (c) of what action the employee must take to come into compliance with Section X.A. The Employer will receive a copy of any written correspondence to an employee enforcing Section X.A.
- E. If the Employer uses an electronic system for hiring new employees, that system shall include a method through which employees may sign membership cards, including payroll dues deduction authorizations, and/or full or partial agency fee payroll deduction authorizations, and the Employer shall provide a link to the Union's New Hire Notice for CDMT Employees in conjunction with this offering. The section of the hiring process which includes the option to sign a membership card or payroll deduction authorization for dues or agency fees will include language explaining the requirements of Section X.A, the consequences of an employee's failure to comply with Section X.A, and the requirement that, absent a payroll deduction, the employee will need to make payments directly to the Union. Once the Employer decides to implement the electronic system for hiring

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:  Date: <u>10/13/23</u>	For the Employer:  Date: <u>10/13/23</u>
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new employees, the Employer and the Union will meet to jointly develop specifications and language for this section of the hiring process and the Union will have the opportunity to review and provide feedback on drafts as it is implemented. The Union will notify the Employer if an employee who has declined signing a membership card, including a payroll dues deduction authorization, and/or a full or partial agency fee deduction authorization has not arranged for direct payment to the Union within (30) thirty days of their hire date.

- F. Any employee who claims a sincerely held religious objection to joining and financially supporting the Union shall provide written notice of that claim to the Union and shall arrange with the Union to make alternative payments in lieu of the payments required for Union membership to one of the following nonreligious, nonlabor, 501(c)(3) charitable organizations: The Alzheimer’s Association, The United Way, and the American Cancer Society. Such employees shall pay an amount of money equal to the periodic dues and fees uniformly required under Section X.1.X. of this Article. Failure to satisfy this alternative payment shall result in discharge from employment, pursuant to Section X.1.D. The Employer shall not be financially liable for any failure of the affected employee or the Union to remit payments to the nonreligious charity.

X.2 **Other Voluntary Deductions**

Upon receipt of proper authorization for such deductions from ~~the home care worker/caregiver~~ or the Union, the Employer shall cause the appropriate entity or agency to deduct and transmit voluntary contributions from each ~~home care worker/caregiver’s~~ payment for services, to two (2) funds designated by the Union or to the Union itself. The Employer shall allow deductions to such a fund or committee to be made in any amount specified by the ~~home care worker/caregiver~~. ~~The deductions shall be transferred at least monthly by electronic means. Monies so deducted shall be transmitted by a check or ACH or other direct deposit means at least monthly.~~

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*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:	For the Employer:
_____ Date:	_____ Date:
_____ _____	_____ _____

**X.3 Implementation Costs**

The cost of any new computer programming changes required by this Article shall be borne by the Employer. The ongoing regular cost of such deductions shall be borne by the Employer.

**X.4 Indemnify and Hold Harmless**

The Union and each ~~home-care-worker~~caregiver agree to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the pay of any ~~home-care-worker~~caregiver based on information from the Union and ~~home-care-worker~~caregiver. This paragraph shall not be interpreted to limit the right of the Union to use the Dispute Resolution Process contained in this agreement to collect dues, fees, and contributions owed.

**SECTION X.2.1 DUES REPORT AND EMPLOYEE ROSTER**

To the best of the Employer’s available information, the Employer shall provide the Union with a list of all employees covered by this Agreement within five (5) calendar days after each payroll. If the report is delayed the Employer will notify the Union when the report will be delivered. The list shall be complete and include:

- Employee number
- First Name
- Middle Name
- Last Name
- Social Security Number
- Phone Number ( all phone numbers shall confirm to the '(xxx) xxx-xxxx' format)
- Mobile Number( all phone numbers shall confirm to the '(xxx) xxx-xxxx' format)
- Address Type (Mailing, Physical)
- Address 1
- Address 2
- City
- State
- Zip
- Address Last Updated
- Email
- Birthdate

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:	For the Employer:
_____	_____
Date:	Date:
_____	_____

SEIU 775 – CDMT  
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CDMT Counter Proposal 2 – 10/13/23

Time - \_\_\_\_\_

- Gender
- ~~Ok to work date~~
- FTE status
- Hire Date
- Termination Date
- Reason for Termination
- “Last” or “Most Recent” Rehire Date (if applicable)
- Wage Rate
- Overtime Hours
- Mileage amount (number of miles)
- Differential Rate (if applicable)
- Paid Time Off Hours Used
- Paid Time Off Hours Available
- Pay Period Start Date
- Pay Period End Date
- Pay Period Hours
- Retro Amount
- Retro Pay Hours
- Relationship to Consumer
- Type of Provider (~~Core Agency~~/Agency/Self Directed)
- ~~Live in provider (y/n)~~
- Dues Deduction Amount
- Voluntary Deduction 1 Type
- Voluntary Deduction 1 Amount
- Voluntary Deduction 2 Type
- Voluntary Deduction 2 Amount
- Voluntary Deduction 3 Type
- Voluntary Deduction 3 Amount
- Voluntary Deduction 4 Type
- Voluntary Deduction 4 Amount
- Voluntary Deduction 5 Type
- Voluntary Deduction 5 Amount
- Gross Pay
- Work Location for agency only?
- Job Classification

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:

For the Employer:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:



If the Employee or Employer submits changes to any of the above roster items, the Employer will provide that information in the next roster submission. The Union will indemnify the Employer and hold it harmless from any claims demands, damages or liabilities that may result from the provision by the Employer of any of the requested information to the Union, including the cost of defending against such claim or obligation.

The Employer shall facilitate reconciliation of these employment records, dues and other voluntary deductions with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or other reason. Both Parties agree to work together to ensure that all records are as accurate as possible. If data or other reconciliation is determined to be needed, the parties shall agree to a mutual and reasonable time frame to complete the reconciliation. All information required to be transmitted under this Agreement shall be transmitted in a common electronic format agreed upon by the Employer and the Union.

If the Dues Report and the Employee Roster are submitted as separate reports, both reports must have a corresponding record, cover the same time period and must contain the following identical information:

- 1) Employee Number
- 2) First Name
- 3) Middle Name
- 4) Last Name
- 5) Social Security Number

**SECTION X.4: DUES DEDUCTIONS**

The Employer agrees to deduct from each bargaining unit employees' pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employees' paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union within five (5) calendar days after the end of the pay period in which the deductions were made. If the deduction/s are delayed the Employer will notify the Union when the deduction/s will be delivered. Monies so deducted shall be transmitted by a trackable method such as the Automated Clearing House (ACH) or other direct deposit means. If the Employer choses to remit dues in the form of a check, the Employer shall provide a tracking number for all checks submitted to the Union.

The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:	For the Employer:
_____	_____
Date:	Date:
_____	_____

of any change. The Union reserves the right to enforce the terms and conditions of each employee's signed membership card with regards to when the authorization of dues deductions may be revoked.

**SECTION X.5: UNION MEMBERSHIP MATERIALS**

For new employees, union membership materials shall be distributed with the basic employment paperwork required by the Employer. All membership forms for the Union completed by a new employee of the Employer will be forwarded to the Union no later than the thirtieth (30th) day of the new employee's hire date with the Employer.

**SECTION X.6: PAC/COPE AND OTHER VOLUNTARY DEDUCTIONS**

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the [Political Accountability Fund or Committee on Political Education \(COPE\)](#) contributions. Monies so deducted shall be transmitted by a check or ACH or other direct deposit means ~~separate from the check or deposit remitted for payment of dues within five (5) calendar days from the end of the pay period in which the deductions were taken~~ at least monthly.

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**SECTION X.7: DATA SECURITY**

In accordance with State and Federal law, both the Union and the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about the employees unless required to do so due to on-going litigation, pre-litigation, vendor requests made as part of benefits enrollment, government/agency requests, to comply with a court order or other judicial/arbitral demand, or other similar situation: The names, addresses, telephone numbers, Wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement. The Employer agrees to notify the Union within ten (10) calendar days if a third party has requested information about the entire bargaining unit, classification, or Branch. In no case will the Employer release information prior to notifying the Union.

The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as necessary to comply with the provisions of this agreement, for the provision of other employment benefits or by a regulatory agency or court of competent jurisdiction as required by law: the names, addresses, telephone numbers, wireless telephone numbers, electronic mail

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:	For the Employer:
_____	_____
Date:	Date:
_____	_____

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addresses, social security numbers, and dates of birth of all employees covered by this agreement.

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:

For the Employer:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

## ARTICLE XX EMPLOYER RIGHTS

### Article XX.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 offices and programs. The parties agree that all rights specifically granted in this Agreement are reserved solely to the Employer and the Employer has the right to decide and implement its decisions regarding such management rights. The Employer shall have the right to make such decisions without bargaining, except as provided in Article XX (OPERATIONAL POLICIES AND PROCEDURES) below. The following shall be deemed representative and characteristic of the customary and usual rights which are retained by the Employer. The Employer retains the right to:

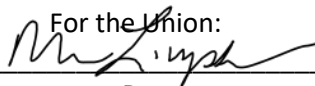
### Article XX.2 Rights Reserved to the Employer.

1. Establish the Employer's missions, programs, objectives, activities and priorities.
2. 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.
3. ~~Develop, modify and administer policies, procedures, rules and regulations and~~ Determine the methods and means by which operations are to be carried out.
4. Manage, direct and control all of the Employer's activities to deliver programs and services.
5. Determine the method, technological means and numbers and kinds of personnel by which operations are undertaken.
6. Hire and classify employees, including the right to implement any recruiting program or incentive program to recruit new hires.
7. Select among qualified applicants for open positions, subject to the seniority provisions of this Agreement.
8. ~~Implement compensation increases over and above the minimums required by this Agreement for temporary periods in connection with employee retention or awards programs, and the right to offer discretionary bonuses.~~
9. ~~Make reasonable modifications to the job duties of employees, including within the job description, in response to organizational or operational needs; the right to require employees to perform such duties; and the right to enforce such requirements.~~

*The Employer reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

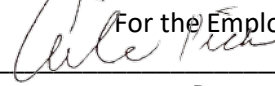
For the Union:



Date:

12/20/23

For the Employer:

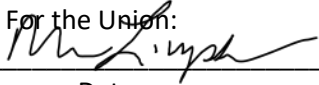
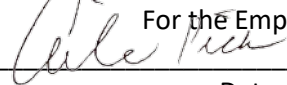


Date:

12/21/23

10. Assign/reassign or schedule the date, time, hours, location, and duties of work, for agency based caregivers, including with respect to schedule changes, and including adjustments to the hours of service.
11. Manage performance and issue performance reviews, including to determine the form and frequency of such reviews.
- ~~12. Solely make decisions with respect to services delivered, operations, offered services, communications with parents and families, and identification of high quality services which may include municipal or government contracts.~~
- ~~13.~~12. Negotiation, adjustment, amendment or administration of municipal or government contracts.
- ~~14.~~13. Determine the number and classifications of employees required, including removing or adding disciplines where necessary to meet organizational or operational needs, subject to limitations otherwise stated in this Agreement.
- ~~15.~~14. Determine the number of employees assigned to division, department, or team.
- ~~16.~~15. Implement or adjust payroll schedules and methods, provided changes are in compliance with state and federal law and the provisions of Article XX.
- ~~17.~~16. Implement and make changes to reporting structures and organizational structures, including adding or removing organizational divisions.
- ~~18.~~17. Make adjustments to benefits not addressed by this Agreement.
- ~~19.~~18. Implement and require training and professional development programs, onboarding trainings, in accordance with the interests of the organization or its operations as related to maintenance of professional licenses and certifications.
- ~~20.~~19. Promote, demote, suspend, discipline, layoff, or discharge employees for just cause subject to the conditions set forth in this agreement.
- ~~21.~~20. Relieve agency based caregivers, -employees from duty during a given shift or workday because of lack of available work or for other legitimate reasons.
- ~~22.~~21. Maintain order and efficiency.
- ~~23.~~22. Determine the methods, equipment, tools, or facilities to be used, including for health and safety.
- ~~24.~~23. Establish, modify, and eliminate facilities, methods of operation, and work practices, and the right to construct improvements or alterations to employer's facilities.
- ~~25.~~24. Engage with and select vendors, business partners, and service providers for the organization.
- ~~26.~~25. Take measures to remain compliant with local, state, and federal laws and regulations, as well as any rules or regulations set by professional or accrediting agencies.
- ~~27.~~26. Discontinue any unit, division, or department, or cease all or part of operations.

*The Employer reserves the right to add to, modify or withdraw this proposal.*

<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: 12/20/23	Date: 12/21/23

- ~~28.27. Assign the type of equipment or tools to be used by employees in the performance of their work duties.~~
- ~~29. Sell all or part of the organization.~~
- 30.28. Grant and/or schedule time off, subject to the PTO and Leave of Absence provisions in this Agreement.
- 31.29. Enforce the Employer's Handbook, policies, and procedures in effect at the time of ratification, and to make changes or updates to the handbook, provided the requirements of Article XX are met.
- ~~32. Implement new policies, procedures, and guidance separate from the Employee Handbook, provided the requirements of Article XX are met.~~

The above enumeration of management rights shall not be deemed to exclude other representative and characteristic rights of management not enumerated herein.

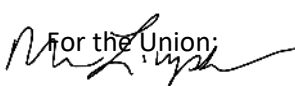

Should this Collective Bargaining Agreement be in conflict with any policy, procedure or rule existing or implemented by the Employer, the Collective Bargaining Agreement shall prevail.

## ARTICLE XX OPERATIONAL POLICIES AND PROCEDURES

Notwithstanding its rights under Article XX of this Agreement, during the term of this Agreement, the Employer shall notify the Union of the implementation of new operational policies or written procedures, or any proposed additions, deletions, or modifications to existing operational policies or written procedures that affect the terms and conditions of employment. The Employer shall provide the Union with copies of such proposals at least fourteen (14) calendar days prior to implementation. During such 14-day period, the Union shall have the right to request and begin to bargain with the Employer regarding the effects of such policies or procedures, ~~until the completion of the 14-day period, and the Employer will consider the Union's input in determining whether to make any changes to the proposed policy or written procedure. At the conclusion of the 14-day period, the Employer shall have the right to implement such policy or written procedure, and shall issue the final version of the policy or written procedure. CDMT will not implement until the process has concluded.~~

The provisions of this Agreement shall prevail over any inconsistent operational policies,


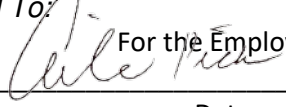
*The Employer reserves the right to add to, modify or withdraw this proposal.*

<i>Tentatively Agreed To:</i>	
 For the Union: _____	 For the Employer: _____
Date: 12/20/23 _____	Date: 12/21/23 _____

SEIU 775 – CDMT  
2023 CBA Negotiations  
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procedures and work rules.

*The Employer reserves the right to add to, modify or withdraw this proposal.*

<i>Tentatively Agreed To:</i>	
 For the Union:	 For the Employer:
_____	_____
12/20/23      Date:	12/21/23      Date:
_____	_____

## ARTICLE X: OVERTIME AND PROGRESSIVE DISCIPLINE

### SECTION X.1

Caregivers will be paid time and a half for all hours worked over forty authorized hours a week.

### SECTION X.2

PTO does not count towards a Caregiver's work week. Caregivers will not be penalized if they exceed their authorized hours and accrue overtime because of training time, administrative time, or having to stay with a client because of an emergent situation.

### SECTION X.3

Caregivers will be subject to a progressive discipline system for violating the Caregiver Handbook and policies and procedures as of December 1, 2022:

- a. On the first offense the caregiver will be coached and counseled on the policy.
- b. On the second offense the caregiver will receive a written warning.
- c. On the third offense the caregiver will receive a final written warning.
- d. A fourth offense will result in termination.

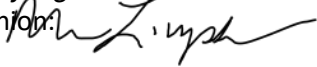
The Union will be provided copies of all third offense written warnings. The caregiver may request a meeting with the Employer and will have the right to union representation on a second, third, or fourth offense.

~~The Employer may make amendments to the Caregiver Handbook or policies or procedures pertaining to caregivers, but prior to doing so, the Employer shall provide the Union sufficient notice of its intent to do so such that the Union shall have at least fourteen (14) days after the notice and before implementation to request the parties meet and confer or bargain over such changes, whichever is appropriate. If the Union requests that the parties meet and confer or bargain over the change, CDMT will not implement the change until the process has concluded.~~

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Tentatively Agreed To:

For the Union:



Date:

12/20/23

For the Employer:



Date:

12/21/23



**SECTION X.4**

If there is an emergent situation that requires a caregiver to stay with their client because of a risk to the client’s health or safety, the caregiver should stay with the client until the situation is safe and stable and should end their shift as soon as it is safe to do so. The Caregiver should contact CDMT as soon as possible but no later than the next business day to explain the situation. The Caregiver will be paid for all hours worked and paid overtime if their hours exceed 40 hours in the week.

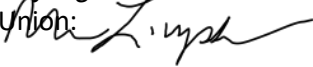
**SECTION X.5**

~~Through the LMC, the parties will jointly discuss the quarterly data provided by the Employer and discuss how to manage overtime utilization.~~

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Tentatively Agreed To:

For the Union:



For the Employer:



Date:

12/20/23

Date:

12/21/23

**ARTICLE X**  
**GRIEVANCE AND DISPUTE RESOLUTION**

**X.1 Dispute Resolution Philosophy**

The Employer and the Union commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. Our relationship depends on mutual respect and trust based on our ability to recognize and resolve disagreements rather than avoiding them.

Prior to filing a grievance, the Union and the Employer will attempt wherever possible to resolve problems informally and not to resort to the formal grievance procedure.

**X.2 Grievance Definition**

A grievance is defined as a contention of a misapplication or violation concerning the application or interpretation of this Agreement.

**X.3 Grievance/Dispute Resolution Procedure**

Step 1. Informal Resolution

The ~~home care worker~~caregiver and/or a Union representative may confer with the Employer's designated representative and attempt to resolve the issue informally. Cases submitted for potential resolution as a part of the informal process will not be assumed to be covered under a formal written grievance unless specifically stated in the written grievance.

The Union shall have up to forty-five (45) calendar days from the alleged violation, or up to forty five (45) calendar days from when the ~~home care worker~~caregiver or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance, to engage in the informal process, if it so chooses. If the issue is not resolved informally, and/or remedies are not granted, the Union shall have forty-five (45) additional calendar days to submit a written grievance, in accordance with Step 2 of Article X.3.

Step 2. Written Grievance

If the grievance is not resolved at Step 1, the ~~home care worker~~caregiver and/or Union representative shall set forth the grievance in writing including the identity of any affected grievant(s) if known by the Union, a statement of the pertinent facts surrounding the grievance, the date on which the incident occurred, the alleged violations of the Agreement, and the specific remedy requested. The provision of identities of affected individuals in the

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Tentatively Agreed To:

For the Union: <u>Mudra</u>	For the Employer: <u>Ante</u>
Date: <u>6/30/23</u>	Date: <u>6/30/23</u>

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grievance is without prejudice to which ~~IPs~~ caregivers are ultimately covered by the grievance.

The written grievance shall be submitted to the Employer within forty-five (45) calendar days of the occurrence of the alleged violation or within forty-five (45) calendar days of when the ~~home care worker~~ caregiver or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance. ~~Individual Provider~~ Caregiver grievances shall be submitted by email to LaborCDMT@consumerdirectcare.com.

The Employer or the Employer's designee shall meet with the grievant and their Union representative within fourteen (14) calendar days of receipt of the written grievance, in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance remains unresolved, the Employer will provide a written response to the grievance by email within twenty-one (21) calendar days from the date the parties met to discuss the grievance. If the response does not resolve the grievance, the Union may, within fourteen (14) calendar days of receipt of the response, proceed to Step 4, Arbitration.

Step 3. (Optional) Mediation

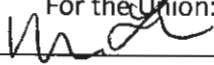
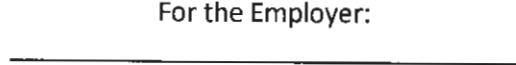
As an alternative prior to final and binding arbitration in Step 4, if the matter is not resolved in Step 2 the parties may choose by mutual agreement to submit the matter to mediation in order to resolve the issue. The party requesting mediation of the dispute must notify the other party by email no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

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

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

If the issue is successfully resolved by mediation, the decision shall be binding on all parties, and shall, unless specifically agreed otherwise, form a precedent for similar issues. If the

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<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: 6/30/23	Date: _____

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issue is not successfully resolved through mediation, the Union may, within fourteen (14) calendar days of receipt of a written declaration of impasse or rejection of a settlement offer from either party, proceed to Step 4, Arbitration.

**Step 4. Arbitration**

If the grievance is not settled at Step 2 or 3, it may, within the time frames noted above, be referred by the Union to final and binding arbitration. The arbitrator shall be mutually agreed upon by the parties, within thirty (30) calendar days of the request for arbitration, or, upon failure to agree upon an arbitrator, the Union shall, within forty-five (45) calendar days of the original request for arbitration, request a list of seven (7) arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator within fourteen (14) calendar days of receiving the list by alternately striking names from the list of seven (7) arbitrators. A coin toss shall determine which party shall first strike.





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

**X.4 Time Limitations**

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

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Tentatively Agreed To:

For the Union: 	For the Employer: 
Date: 	Date: 

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**ARTICLE XX**  
**WAGE SCALE AND ~~AC~~CUMULATIVE HOURS**

**A. Wage Scale Placement for Agency and Self-Directed Caregivers**

Effective ~~July 1~~October 1, 2023, all bargaining unit employees shall be placed on the wage scale for direct service hours worked according to the employee's cumulative career hours (CCH) with Consumer Direct.

**B. Wage Advancement for Agency and Self-Directed Caregivers**

~~Employees—All caregivers will be placed on the wage scale outlined in Appendix X of this Agreement according to the number of hours worked for CDMT as of January 1, 2017. will move up to higher base wage levels on the scale once they achieve the required threshold of accumulated hours for each advancement.~~

The cumulative hours necessary for each base wage level advancement shall be as outlined in Appendix X of this Agreement. CDMT will review CCH monthly to determine caregivers' corresponding placement on the wage scale and will mail a new wage memo to caregivers with resulting increased wages. The new pay rate will go into effect on the next pay period. immediately following the date on which CDMT receives the signed wage memo.

**C. ~~Annual Wage~~Biannual Increases**

All bargaining unit employees shall receive wage increases ~~regardless of placement on the wage scale/or program on July 1, 2023, January 1, 2024 and July 1, 2024, January 1, 2025~~ October 1st 2024, as outlined in Appendix X.

**~~Base Wage Proposals for All Other Programs~~**

~~Effective July 1, 2023 bargaining unit employees will receive the hourly wage associated with the following programs as outlined in Appendix X.~~

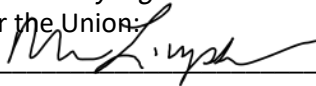
~~Non-CORE Homemaker/Respite (Agency and Self-Directed)~~

~~Non-CORE HAB Aide, STA 1 + 2, Behavioral Intervention Assistants (Agency and Self-Directed)~~

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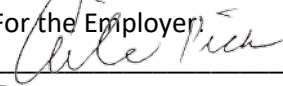
For the Union:



Date:

12/20/23

For the Employer:



Date:

12/21/23

D. ~~DCW and HB638 Add-On~~ DCW Wage Increase Only Funding and DCW Base Funding

~~Effective July 1, 2023, all bargaining unit employees shall receive an additional three dollars and eight four cents (\$3.84) in addition to their base wage for each hour worked this add on excludes portal to portal, PTO and Holiday pay. If it is determined there are remaining funds at the end of the State Fiscal Year, June 30, those funds will be distributed evenly in the form of an employee bonus based on the number of hours worked in the previous six-month period.~~

~~The Employer will provide the Union with notice of their intention to distribute the bonus at least fourteen (14) days before its disbursement. The notice will include details about the bonus amount and the scheduled payment date.~~

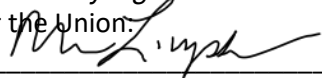
CDMT will in good faith apply for DCW Wage Increase Only Funding and DCW Base Funding annually. If CDMT is awarded with such additional funding, CDMT will provide the union fourteen (14) days' notice of its intent to pay any corresponding bonuses or wage increases pursuant to the awarded funding. This notice shall include details about the bonus or wage increase amount, how it will be distributed and the scheduled payment date/start date. After receiving details of the amount and how it distributed the Union may request a meeting with the Employer to discuss the distribution/payment. CDMT will pay DCW funding in accordance with funding requirements.

If it is determined there are remaining funds at the of the State Fiscal Year, those funds will be distributed evenly in the form of an employee bonus based on the number of eligible hours worked in the previous six months quarter or over a period as agreed upon by the Parties. Within fourteen (14) days of prior to dispersing dispersing the bonus the Employer shall notify the Union of their intention to distribute the bonus, detail of the bonus and pay period in which the bonus will be paid to the employees.

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Tentatively Agreed To:

For the Union:



Date:

12/20/23

For the Employer:



Date:

12/21/23

**ARTICLE XX**  
**DIFFERENTIALS PER DIEM**

**On-Call compensation**

All ~~CORE~~ Agency Based Traditional bargaining unit employees assigned on-call shall receive the following compensation:

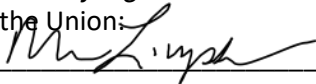
\$10.00 per day Monday - Friday ~~double on a recognized holiday~~

\$20.00 per day Saturday - Sunday ~~and double~~ on a recognized holiday published on the CDMT Payroll Calendar as outlined in article XX Holidays.

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For the Union:



Date:

12/20/23

For the Employer:



Date:

12/21/23

**ARTICLE XX  
WORKER’S COMPENSATION**

**X.1 WORKER’S COMPENSATION COVERAGE**

The Employer shall provide worker’s compensation coverage for all ~~home-care workers~~ caregivers in the bargaining unit. All ~~home-care workers~~ caregivers shall complete any required health and safety training required by L&I and provided by the Employer.

**X.2 WORKER’S COMPENSATION PREMIUMS**

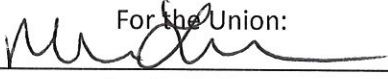

The ~~home-care worker~~ caregiver premium share for worker’s compensation insurance shall be paid by the Employer. If applicable laws or rules prevent the Employer from paying the premium share at any time during the life of this Agreement, the Employer shall adjust each step of the wage scale established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

**X.3 THIRD-PARTY ADMINISTRATOR**

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

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Tentatively Agreed To:

<p>For the Union:</p> <p></p> <hr/> <p>Date: <u>8/25</u> / 23</p>	<p>For the Employer:</p> <p></p> <hr/> <p>Date: <u>8/25/23</u></p>
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**ARTICLE XX: LEAVES OF ABSENCE**

**SECTION XX.1 FAMILY & MEDICAL LEAVE**

The Employer shall grant Family and Medical Leave (FMLA) and all other leaves in accordance with federal, state and local laws.

The Union acknowledges that the Employer may be obligated to provide reasonable accommodations in accordance with the American with Disabilities Act and other applicable laws. This may include a leave of absence as an accommodation under the ADA, provided following a period of FMLA or other leave of absence listed above, where such leave constitutes a reasonable accommodation. The Employer will fulfill its duty to engage in the interactive process with employees and extend any leaves of absence where appropriate under federal and state disability laws.

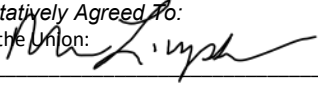
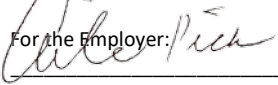
The Union agrees that the Employer may undertake such reasonable accommodations notwithstanding the terms and conditions of this Agreement, with the exception of seniority rights, which will be taken into account to the extent required by applicable law when the Employer assesses the reasonableness of any potential accommodation and any burden on the Employer that may result from the accommodation. All Caregivers shall be entitled but not limited to all rights and privileges provided in the Family and Medical Leave Act of 1993; and other federal and state laws regulating pregnancy and/or medical leave as outlined by Employer policy. Caregivers may request a leave of absence without pay by presenting a written request to their immediate supervisor. An intermittent leave or reduced leave schedule may be granted if the leave is due to the caregiver's own illness or the illness of a child, spouse or parent of the caregiver. For all family and medical leave of absence requests, caregivers must complete and submit all required forms to Human Resources, as outlined in the Employer's Family and Medical Leave of Absence policy. The decision to grant a leave of absence without pay shall be at the discretion of the Employer except that the Employer shall grant leave of absence without pay to eligible caregivers for the following reasons and minimum lengths of time:

- Family leave: 6 months or as provided by law, whichever is greater.
- Medical leave: length of necessary leave as certified by a physician
- Military and active duty leave: as provided by federal law

Agency Caregivers who are on a leave of absence Leaves of absence shall not be construed as a break in service. All leave of absences will be without pay, except where leave is covered by The Union reserves the right to add to, modify or withdraw this proposal.

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accrued vacation. Caregivers who return to employment shall be reinstated with tenure. The Employer may temporarily transfer the caregiver to another available position with equivalent pay and benefits that better accommodate the caregiver’s scheduling needs.

**SECTION XX.2 UNPAID PERSONAL OR HEALTH LEAVE OF ABSENCE (Agency based only)**

~~Agency Based Traditional Caregivers with over one (1) year of continuous service with the Employer may be eligible for a personal or health leave of up to twelve months. If the caregiver is ineligible under the FMLA, eligible caregivers who are temporarily unable to work due to the caregiver’s serious health condition or disability may request a personal or health leave without pay. The one (1) year eligibility period for health or personal leave shall not apply to on-the-job injuries. Caregivers requesting personal or health leave must do so in writing to the agency director. The Employer shall respond to a request for personal or health leave in writing within fourteen (14) calendar days. If the Employer is unable to accommodate an Caregiver’s request for personal or health Leave, the Employer shall provide reasons and alternative options for accommodating the Caregiver’s request, e.g., rescheduling, postponing, if alternative options are available. Employer will use commercially reasonable efforts to place caregivers returning from personal or health Leave lasting twelve months or less will be returned to the same position held before the leave and number of scheduled hours, but not necessarily to the same client(s). Caregivers shall utilize any accrued PTO for personal or health leave. Prior to an caregiver’s return to work from personal or health leave, the Employer will require a statement from their treating physician attesting to such caregiver’s capability to perform the work required of his/her position. An caregiver who fails to return to work within five (5) calendar days of the expiration of a leave, and/or has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment.~~

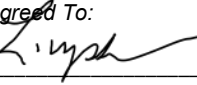
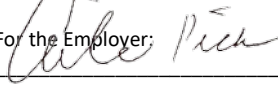
A. An unpaid Personal Leave of Absence (PLOA) may be granted to non-probationary fulltime employees in cases of a life-altering event or as an extension of another employer-provided leave. PLOAs will not be granted to attend school or other educational programs, or so that the employee may perform work for any other employer, including state and municipal entities, or as an independent contractor. Each situation is reviewed on a case-by-case basis and the granting of any PLOA shall be at the Employer’s sole discretion but refusal shall not be unreasonably denied.

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B. B. All requests for a PLOA shall be in writing, and include sufficient documentation from which the Employer can evaluate the request and confirm the need for the PLOA. Any available PTO will run concurrently with a PLOA and must be used at the start of the PLOA.

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For the Union:	For the Employer:
	
Date:	Date:
12/21/23	12/21/23

An approved PLOA assures the employee's continuation of employment, as long as the employee meets the conditions of the PLOA. PLOA's will be available for preauthorized specific periods, up to a maximum of thirty (30) days. In extraordinary circumstances, the Employer may extend an approved PLOA an additional thirty (30) days.

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C. Employees on a PLOA shall be returned to their former position and assignment (when possible) upon completion of the PLOA. The employee shall have all seniority and benefits accrued prior to the PLOA reinstated upon return from the PLOA.

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### SECTION XX.3 MILITARY LEAVE

The Employer will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable laws. The Employer will offer details about USERRA to caregivers, the rights and benefits available, and the procedure to utilize these benefits.

#### XX.3.1 MILITARY CAREGIVER LEAVE

The Employer will comply with applicable laws and regulations pertaining to Military Caregiver Leave under federal FMLA. The Employer will offer details about Military Caregiver Leave to caregivers, the rights and benefits available, and the procedure to utilize these benefits.

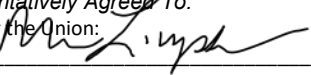

### SECTION XX.4 TIME OFF TO VOTE (Agency based only)

If an Agency Based Traditional Caregiver is unable to vote in an election during non-working hours, with advanced notice (at least ~~seven~~fourteen (14) calendar days prior to the Election Day) given to the caregiver's supervisor, caregivers may ~~either arrive~~arrange with their supervisor to utilize one hour ~~late or leave one hour early~~during their scheduled shift to vote. Unless otherwise required by applicable law, time off to vote will be unpaid.

### SECTION XX.6 RETURN FROM LEAVE OF ABSENCE (Agency based only)

The caregiver returning from an authorized leave of absence is entitled to return to his/her same position. The Employer will make a good faith effort to reinstate Caregivers returning from an authorized leave of absence to their previous or similar assignment and schedule. A caregiver

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For the Union: 	For the Employer: 
Date: 12/21/23	Date: 12/21/23

who fails to return to work within 3 working days of the expiration of a leave, and/or has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment.

### SECTION XX.7 RETURN TO WORK PROGRAM

~~The Employer will comply with all federal and state laws regarding workplace injuries. When feasible, the Employer will provide alternative work opportunities to caregivers injured on the job. The Employer shall work closely with the caregiver and his/her physician to determine if and when the caregiver can return to modified duty, and what assignments and/or activity level restrictions must be adhered to.~~

### SECTION XX.8: UNION LEAVE

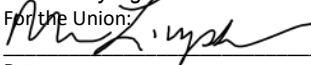
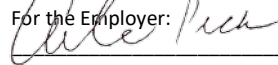
Any caregiver elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union not to exceed two (2) years, except in cases where the term of office exceeds this period. Thirty (30) days written notice must be given the Employer before the caregiver takes leave to accept such office or position, or before such caregiver returns to work. Such leave of absence shall be without pay.

A leave of absence without pay shall also be granted to no more than ten (10) caregivers per year and no more than five (5) caregivers at the same time to temporarily work with the Union for up to ninety (90) days, provided the Union has made the request to the Employer on behalf of the member(s) in writing and with no less than ~~fifteen~~ thirty (1530) business days from the first expected day of absence. The Employer and the Union shall cooperate in the scheduling of substitutes, so that caregivers on leave can return to their job positions upon ending their leave. ~~If this leave lasts more than twenty-one (21) days, the Employer may~~ can not ~~be able to~~ guarantee the caregiver a return to work with the same clients. If the Employer determines it will harm client services, the Employer may delay a leave request to the caregiver serving the affected client, until the Employer can find a suitable substitute.

An Agency caregiver on an approved union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. The Union and the Employer shall arrange for reimbursement of the health care provider (as legally permitted) to continue benefits for caregivers on extended union leave not to exceed three months.

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**SECTION XX.9: BEREAVEMENT LEAVE (Agency based only)**

Agency Based Traditional Caregivers are eligible for up to three (3) days of unpaid bereavement leave for members of the caregiver’s immediate family and one (1) day of unpaid funeral or bereavement leave for close relatives, and long-term clients—; however, caregivers may choose to utilize available Paid Time Off for bereavement leave. The definition of “long-term” clients shall include any caregiver who has served a client for more than twelve (12) months on a regular basis. For purposes of this bereavement leave policy, “immediate family” includes the caregiver’s children, adoptive children, step-children or other children living in the household, parents, step-parents or adoptive parents, parents-in-law, spouse or partner, grandparents and siblings or step-siblings. “Close relatives” includes the caregiver’s aunts, uncles, cousins, nieces, nephews, and siblings-in-law.

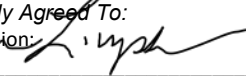

~~At the sole discretion of the Employer, requests for unpaid bereavement leave may be granted in other circumstances. At the sole discretion of the Employer, additional unpaid bereavement leave of up to two weeks may be granted for travel out of state or out of the country. The caregiver requesting such extended bereavement leave shall be allowed to utilize any Paid Time Off that s/he has accrued and earned.~~

**SECTION XX.10 HOME CARE ADVOCACY DAY UNION LEAVE**

The Employer agrees to grant up to ~~10 percent (10%) of its bargaining unit caregivers, by the selection of the Union, at least two~~ days of leave one of which is unpaid ~~leave days~~for each calendar year for the general purpose of public action and advocacy to improve the quality of long term care. Caregivers may choose to utilize Paid Time Off when available. ~~Caregivers participating in either day will access the use of Paid Bank Time referenced in Section XX.X.~~ The Union shall designate in writing to the Employer the caregivers who are requesting such leave at least ~~fourteen~~ thirty (30) calendar days in advance. Leave requests shall take client needs into consideration but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests. Caregivers on paid leave for advocacy activities shall receive their regular rate of pay for the number of scheduled hours normally worked on that day. Such paid leave time shall not be counted for the purpose of overtime computation.

~~The Union shall submit a list of those caregivers who attend the designated advocacy days, to verify attendance for the Employer’s purpose of paying leave. The Union shall provide this~~

~~The Union reserves the right to add to, modify or withdraw this proposal.~~

Tentatively Agreed To: For the Union: 	For the Employer: 
Date: 12/21/23	Date: 12/21/23

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2023 CBA Negotiations  
CDWA Counter Proposal 2 – 11/28/23

Time - \_\_\_\_\_

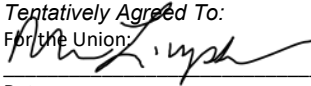
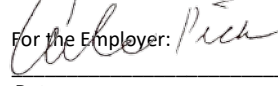
~~information no later than the date that timesheets are due for the payroll period following the designated advocacy day.~~

~~Caregivers who requested leave, but whose attendance is not verified by the records provided to the Employer and who did not report to work shall be denied paid leave.~~

**~~SECTION XX.1.1: PAID BANK TIME~~**

~~The Employer agrees to provide 700 hundred (700) hours of paid bank time to be used for partnership related activities or other mutually agreeable activities. Hours of paid bank time will be the hourly rate of the caregiver participating in the partnership activities. Examples of these activities include but are not limited to: Labor Management Committee work referenced in Article XX and Home Care Advocacy Day referenced in Section XX.~~

*The Union reserves the right to add to, modify or withdraw this proposal.*

<p>Tentatively Agreed To: For the Union: </p> <p>Date: 12/21/23</p>	<p>For the Employer: </p> <p>Date: 12/21/23</p>
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## ARTICLE XX: PAID TIME OFF

### SECTION XX.1 ACCRUAL

All caregivers shall be eligible for paid time off (PTO) benefits.

~~Effective six (6) months following ratification, Caregivers shall be entitled-eligible to accrue PTO an annualized total of ten (10) days for paid time off at a rate of 1 hour accrued for every thirty (30) hours worked.~~

~~PTO hours shall cap at one hundred and sixty (160) hours. PTO shall not be counted toward a caregiver's workweek. The sum of hours worked, training hours and/or PTO hours shall not exceed twenty-four (24) hours for one day.~~

The Employer's payroll system will show each caregiver's PTO accrual balance on each paystub.

### SECTION XX.2 SCHEDULING

Agency Based Traditional Caregivers shall be eligible to take PTO after their probationary period. ~~Whenever possible, Except in cases of illness, bereavement leave or other personal emergencies,~~ Agency Based Traditional Caregivers are ~~encouraged~~ required to submit PTO requests in writing at least thirty (30) days prior to the date the requested PTO commences, For Agency Based Traditional Caregivers PTO leave approvals will be granted by seniority within the office to which the caregiver is assigned. Supervisors shall communicate about whether leave has been approved or disapproved within seven (7) calendar days of the date the leave request is submitted by a caregiver.

### SECTION XX.3 CASH OUT

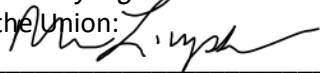
~~Caregivers may cash out any unused PTO at one hundred (100%) upon request. Such a request shall not be unreasonably denied. To receive the PTO cash out in their next available paycheck, caregivers must request a cash out at least seven (7) days before the end of the pay period.~~

Employees who resign, retire, who are terminated, or who are laid off, shall be paid for all unused, accrued PTO. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:



Date:

12/20/23

For the Employer:



Date:

12/21/23

**SECTION XX.4 ~~SICK LEAVE~~ CORE AGENCY CAREGIVERS**

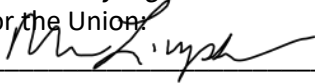
~~All Caregivers may use PTO as sick leave. However, caregivers shall receive an additional three (3) days of sick leave per year and may be used after the first year of employment. Sick days shall cap at fifteen (15) days. Any accrued and unused sick time will not be paid out upon termination.~~

All CORE Agency caregivers will retain their current PTO and sick benefits for the remainder of their employment with CDMT.

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:



Date:

12/20/23

For the Employer:



Date:

12/21/23



**ARTICLE XX**  
**HEALTH AND SAFETY**

**SECTION XX.1 GENERAL PROVISIONS**

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. ~~No employee shall be required to work in any situation that would threaten or endanger his/her health or safety.~~

Such situations include but are not limited to: illicit activity; ~~chemical contamination;~~ threats of bodily harm to the employee; ~~threatening animals; fire hazards;~~ abusive behavior (including verbal and mental abuse) and/or sexual harassment of the employee by the client or persons in the household; ~~or any other situations that would be a clear and evident threat to the employee's health or safety.~~



Any employee who believes in good faith that his/her health and/or safety is in imminent danger at ~~an assigned~~ work location, may leave that location and shall immediately report ~~the incident to the Employer and notify~~ ~~to~~ the Employer ~~of~~ any working conditions that threaten or endanger the employee's health or the safety of the employee or client. If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services. ~~The employee shall report the incident to his/her supervisor as soon as possible after leaving the assigned work location.~~ If after review and investigation of the incident giving rise to the belief of imminent danger it is determined that the employee acted reasonably and promptly reported the incident to ~~his/her supervisor~~ ~~the Employer~~, the employee shall be paid for his/her entire scheduled assignment ~~or typical shift~~, including all travel time and travel miles ~~(except for errands not performed)~~ he/she would have been paid had the assignment ~~or shift~~ been completed as scheduled.

**XX.1 Personal Protective Equipment**

~~The Employer shall provide, within reason, at the request of the caregiver and at no cost to the caregiver, personal protective equipment (PPE) as recommended by the Department of Labor and Industries and public health guidance.~~



Personal Protective Equipment (PPE) shall be provided by the client. If the client does not have

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<i>Tentatively Agreed To:</i>	
 For the Union:	 For the Employer:
Date:	Date:
12/20/23	12/21/23

sufficient PPE to perform a caregiver's required tasks, the caregiver is not required to perform the tasks for which the PPE is not provided. However, the caregiver should report the lack of sufficient PPE to the Employer after the caregiver's shift.

*The Union reserves the right to add to, modify or withdraw this proposal.*

<i>Tentatively Agreed To:</i>	
 For the Union:	 For the Employer:
Date: 12/20/23	Date: 12/21/23

~~Training Proposal Overview:~~ ARTICLE XX: TRAINING

- ~~1. **Mandatory Training for New Hires:** Under the terms of this proposal, all new caregivers hired after the ratification of this agreement would be required to complete a virtual safety and orientation course provided by the SEIU Training Partnership.~~
- ~~2. **Employer-Funded Training:** To facilitate this training, the employer would cover the cost of the course and time spent in the training.~~
- ~~3. **Pre-Care Training Requirement:** New caregivers hired after the agreement's ratification would be obligated to complete the safety and orientation course before providing care to any clients.~~
- ~~4. **Grandfather Clause for Current Employees:** Existing employees hired prior to the agreement's ratification would not be mandated to take the safety and orientation course. However, they would retain the option to access these courses voluntarily during their personal time.~~
- ~~5. **Cost of Curriculum:** The cost of the orientation and safety curriculum is \$43.00 per employee per year.~~
- ~~6. **Future Collaboration:** In the second year of this agreement, we propose that the Labor Management Committee (LMC) explore the possibility of a pilot project. This project aims to expand access to the Training Partnership library, with the specifics, such as participant numbers and project duration, to be determined by the LMC.~~

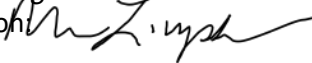
CDMT will provide training pursuant to all state and federal requirements.

The Parties recognize the significance of developing a well-trained workforce in the caregiving sector to professionalize caregiving and provide specialized training to meet the diverse needs of clients. The Parties agree to utilize the Labor Management Committee meetings as necessary to explore various training options and opportunities to enhance the skills of agency and self-directed caregivers. Either party may request the attendance of external parties (such as representatives of the SEIU 775 Training Partnership) to Labor Management Committee meetings to facilitate discussion of training-related topics.

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To

For the Union:



Date:

12/20/23

For the Employer:



Date:

12/21/23

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**ARTICLE XX  
LABOR MANAGEMENT COMMITTEE**

**XX.1 PURPOSE**

The Employer and the Union agree to engage in discussions on topics of mutual interest, including but not limited to: implementation of this Agreement; new initiatives, rules or policies proposed by the Union, by the Employer, and implementation of the provisions of ~~16.2xx~~ of this Agreement.

**XX.2 DELIVERY OF QUALITY HOME CARE SERVICES**

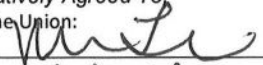
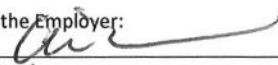
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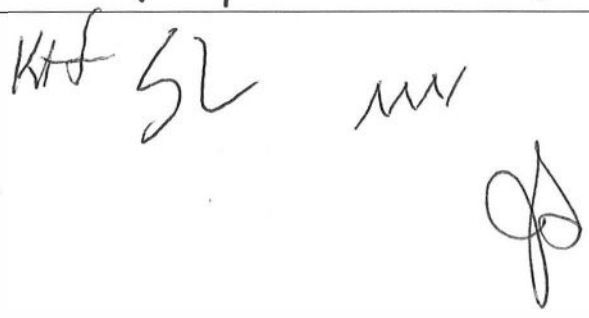
The Employer and the Union agree that they have a mutual interest in promoting and ensuring quality in the home care sector. Changes to the existing system needed to realize this quality may include, but are not limited to care integration across programs and settings, the provision of holistic care,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

**XX.2 MEETINGS**

The parties shall meet quarterly unless otherwise mutually agreed. Meetings should be held at mutually convenient times and ADA accessible locations or via an online platform, such as Zoom. The parties are encouraged to select participants for these discussions who are representative of the issues to be discussed and who bring to the discussion the authority to make decisions on behalf of the parties. The Labor Management Committee (LMC) shall consist of up to five (5) representatives of the Union and up to five (5) representatives of the Employer. The Labor Management Committee (LMC) shall be co-chaired by a representative designated by the Union and a representative designated by the Employer. ~~Home care workers~~ ~~Caregivers~~ serving as representatives of the Union as described above shall be paid their highest wage, including mileage driven to the meeting, by the Employer for their time spent in LMC meetings. The parties will be solely responsible for determining dispensations, if any, of other expenses of their respective representatives and/or resource persons as attendees.

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date: 6/30/23	Date: 6/30/23



SEIU 775 – CDMT  
2023 CBA Negotiations  
CDMT Counter Proposal 1 – 6/30/23

Time - \_\_\_\_\_

SEIU 775 – CDMT  
2023 CBA Negotiations  
CDMT Counter Proposal 1 – 6/30/23

LABOR INQUIRY

ART 2 PURPOSE  
The Employer and the Union agree that the Employer's business operations are not limited to the services provided by the Union, but also include other services provided by the Employer.

ART 3 DELIVERY OF QUALITY HOME CARE  
The Employer and the Union agree that the Employer's business operations are not limited to the services provided by the Union, but also include other services provided by the Employer. The Employer agrees to provide the services of its employees in a safe and sound manner, and to provide the services of its employees in a safe and sound manner. The Employer agrees to provide the services of its employees in a safe and sound manner, and to provide the services of its employees in a safe and sound manner.

ART 4  
The Employer and the Union agree that the Employer's business operations are not limited to the services provided by the Union, but also include other services provided by the Employer. The Employer agrees to provide the services of its employees in a safe and sound manner, and to provide the services of its employees in a safe and sound manner. The Employer agrees to provide the services of its employees in a safe and sound manner, and to provide the services of its employees in a safe and sound manner.

*The Union reserves the right to add to, modify or withdraw this proposal.*

<b>Tentatively Agreed To:</b>	
For the Union: _____	For the Employer: _____
Date: _____	Date: _____

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**ARTICLE XX**  
**CONSUMER-CLIENT ASSESSMENTS**

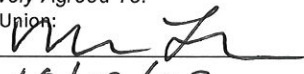
**XX.1 CONSUMER-CLIENT ASSESSMENTS**

Self-Directed Care and Agency ~~Providers-caregivers~~ are part of the consumer assessment process and shall not be prohibited by the Employer from participating in the ~~consumerclient member~~ assessment process. ~~If a the patient representative is not present at the time of the assessment and theC-caregivers provider is~~ will be paid for time worked when ~~working and participates in~~ providing paid care during the consumer assessment process, ~~the caregiver provider shall be paid for their time participating in the assessment.~~ Self-Directed Care ~~providers-caregivers~~ and Agency ~~Providers-caregivers~~ will be informed of changes to the ~~provided copies of a clients-consumerclientmember's~~ plan of care at the worksite, which will inform ~~caregivers of that impact the individual providers work including~~ new behaviors, changes to existing behaviors and behaviors that pose a risk to the ~~providerscaregiver~~.

*The Union reserves the right to add to, modify or withdraw this proposal.*

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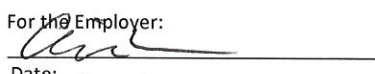
For the Union:



Date:

10/13/23

For the Employer:



Date:

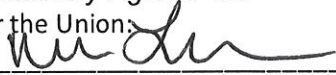
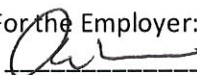
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**ARTICLE XX: SENORITY**

**SECTION XX.1 Seniority**

Agency-Based Traditional Caregivers completing the one hundred and eighty day (180) probationary period shall be credited with seniority retroactive to date of hire. Seniority shall be defined as the length of service within the bargaining unit from the date of hire with the Employer. Seniority shall be used for purposes of promotion, or in its reverse order, for the purposes of layoffs. Agency-Based Traditional Caregivers who transfer from one office to another, or work in more than one office, shall keep their place in seniority.

*The Union reserves the right to add to, modify or withdraw this proposal.*

<i>Tentatively Agreed To:</i>	
For the Union: _____ 	For the Employer: _____ 
Date: <u>8/25/23</u>	Date: <u>8/25/23</u>

Time - \_\_\_\_\_

**ARTICLE XX CONSUMER**

**Member RIGHTS**

*Client*

**XX.1 INFORMATION REGARDING CONSUMERS MEMBERS**

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

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*Client*

**XX.2 CONSUMER MEMBER CONFIDENTIALITY**

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

**18.1 XX.3 NON-WAIVER**

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

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*Clients*

**18.2 XX.4 CONSUMERS MEMBERS NOT SUBJECT TO GRIEVANCE PROCEDURE**

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

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*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:	
For the Union: <i>[Signature]</i>	For the Employer: <i>[Signature]</i>
Date: <i>6/30/23</i>	Date: <i>6/30/23</i>

*KAS* *GV* *NW* *NSC*  
*[Signature]*





**ARTICLE XX**  
**UNINTERRUPTED CLIENT SERVICES**

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

In recognition of consumers' right to select, hire, supervise the work of, and terminate any caregiver providing services to them, the parties agree that the Employer does not have the authority to lock out the Union or the caregivers.

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:



Date:

8/25/23

For the Employer:



Date:

8/25/23

## ARTICLE XX: TRAVEL PROVISIONS

### SECTION XX.1: TRAVEL PAY AND MILEAGE

#### Portal-To-Portal Time (Agency Based only)

Agency Based Traditional caregivers shall be paid ~~nine dollars and ninety five cents (\$9.95) at Montana state minimum wage per an hour while traveling between work locations or clients during the workday~~ for transit time traveling between work locations to deliver services, but at a prorated amount if under one hour. Employees will not be paid for time spent traveling from their home, or other place of origin, to the first assigned workplace, nor for traveling from the last assigned work location to their home, or other non-work destination, of the workday. ~~Employees who work an unscheduled shift of the workday, may claim portal to portal from home to Client. This will only apply to unscheduled shifts and if the employee goes and comes directly from home to the work location.~~

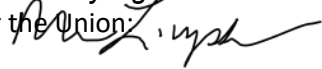
#### Mileage Reimbursement

All caregivers shall be eligible for mileage reimbursement at the appropriate rate pursuant to the payor's fee schedule. ~~Employees shall be reimbursed for mileage at the rate of fifty cents (0.50) per mile, for authorized client errands.~~

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:



Date:

12/21/23

For the Employer:



Date:

12/21/23

## ARTICLE XX: RETIREMENT

### SECTION XX.1 INTENTION FOR NEW MODEL OF RETIREMENT BENEFITS

It is the intent of the parties to develop a new model of retirement benefits which would strive to provide retirement security for home care workers and manage risk for the Employer and Union members. This model would strive to provide secure retirement income for home care workers, mandatory employer and voluntary worker contributions, portability, lifetime retirement benefits, prudent asset investment management, cost effectiveness, joint governance, and effective communication and education. The parties commit to work jointly to develop this model.

### SECTION XX.2 RESEARCH AND STAFF SUPPORT

The Union shall, through its national benefits staff, arrange for research and staff support to the parties to support the joint effort of the parties to develop this new model of retirement benefits.

### SECTION XX.3 NON-BINDING

The language contained herein shall be non-binding nor is subject to the grievance procedure and is only meant to show the parties willingness to pursue retirement benefits to home care workers. Once the parties develop and implement this benefit, the retirement language shall replace this article in its entirety.

*The Union reserves the right to add to, modify or withdraw this proposal.*

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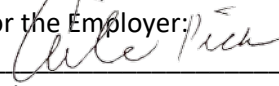
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12/21/23

For the Employer:



Date:

12/21/23

### ARTICLE XX DUTY TO BARGAIN

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

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:	
For the Union: _____ <i>[Signature]</i>	For the Employer: _____ <i>[Signature]</i>
Date: _____ <i>6/30/23</i>	Date: _____ <i>6/30/23</i>

*[Handwritten initials]*  
NSC

## ARTICLE XX: HOLIDAYS

### SECTION XX.1: QUALIFYING HOLIDAYS

After six months of employment, all caregivers shall receive holiday pay for all hours worked on the following holidays:

New Year's Day

Memorial Day

July 4th (Independence Day)

Labor Day

Thanksgiving Day

Christmas Day

#### Holiday Pay

All caregivers who are assigned to work on one of the qualifying holidays shall be paid one and one-half times (1.5X) their regular rate of pay for all hours worked on the qualifying holidays.

*The Union reserves the right to add to, modify or withdraw this proposal.*

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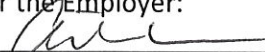
For the Union:



Date:

10/13/23

For the Employer:



Date:

10/13/23

**ARTICLE XX: AGENCY-BASED TRADITIONAL CAREGIVERS LAYOFF & RECALL**

**SECTION XX.1: LAYOFF**

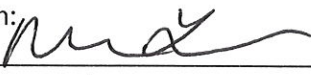
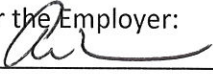
A layoff is defined as a reduction in the number of Agency-Based Traditional (“ABT”) ~~Providers~~ caregivers employed by an Employer. In the event of a need for a reduction in workforce, an Employer will meet with the Union as far in advance as possible to identify the reasons requiring the reduction and the number of ~~agency ABT providers~~ caregivers affected.

If layoffs are required, the least senior ~~agency ABT provider~~ caregiver(s) in a branch office shall be laid off first provided that it does not interfere with client preference and that those ~~agency ABT providers~~ caregivers remaining on the job in that branch office are qualified, in the Employer’s judgment and by established objective criteria, to perform the work remaining. An ~~agency ABT provider~~ caregiver subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required. The Employer agrees to provide thirty (30) days’ notice of layoff to affected employees and the Union, except in cases of emergency beyond the Employer’s control.

**SECTION XX.2: RECALL**

~~Agency ABT providers~~ caregivers shall be recalled in the reverse order of the layoff provided that those recalled are qualified, in the Employer’s judgment and by established objective criteria, to perform the work assigned. To be eligible for recall, a laid off employee must keep their Employer informed of ~~his/her~~ their current address and phone number. The Employer shall notify laid off workers of recall by certified letter. When offered re-employment from layoff, the ~~agency provider~~ ABT caregiver must indicate acceptance and availability for work within seven (7) days of receipt of letter unless unusual circumstances prohibit return within that time period.

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:	
For the Union: <u></u>	For the Employer: <u></u>
Date: <u>8/25/23</u>	Date: <u>8/28/23</u>

Time - 12:20

Style Definition: Heading 1

**ARTICLE XX  
NO DISCRIMINATION**

- XX.1 The Union and the Employer are mutually committed to a policy of nondiscrimination. The Employer shall not discriminate with respect to wages, hours, or terms and conditions of employment as provided for in this Agreement on the basis of race, ethnicity, color, physical and/or mental disability, being a victim of domestic violence, sexual assault or stalking, marital status, national origin and Tribal origin, ancestry, gender identity or perceived gender identity, gender expression, sex, sexual orientation or perceived sexual orientation, age, political belief, faith, veterans status, citizenship status, union membership and activities and in keeping with applicable federal, state or local law.
- XX.2 This Article shall not be construed as otherwise limiting or impeding the right of ~~consumers-members~~ and prospective ~~consumers-members~~ to select, hire, supervise the work of, and terminate any ~~home-care worker/caregiver~~ providing services to them.  
*clients* *clients*
- XX.3 The Employer embraces the goal of creating equal employment opportunities and affirmative recruitment to ensure a diverse workforce.

*The Union reserves the right to add to, modify or withdraw this proposal.*

<b>Tentatively Agreed To:</b>	
For the Union: <i>[Signature]</i>	For the Employer: <i>[Signature]</i>
Date: <i>6/30/23</i>	Date: <i>6/30/23</i>

*KAF SL MM NSC*

*[Signature]*



**Article XX**  
**Payroll, Electronic Deposit and Tax Withholding**

**XX.1 Payroll System Payment Timelines**

The Payroll System will pay ~~homecare providers~~caregivers on a bi-weekly basis. ~~Homecare providers~~Caregivers will be paid every other week for a total of twenty-six (26) paydays per calendar year. If a pay date falls on a recognized federal holiday, payment shall be made on the previous business day which is not a recognized federal holiday. The Employer and Union will jointly agree on the pay-date schedule.

The Employer will notify a ~~homecare provider~~caregiver, via the contact information provided, within forty-eight (48) hours of processing a timesheet if there is a problem with how the ~~homecare provider~~caregiver is reporting their hours. If the ~~homecare provider~~caregiver corrects the error prior to the payroll cutoff date for the pay period, they will be paid within that pay period. ~~Homecare provider~~Caregiver-initiated changes made to a timesheet after the published cutoff and changes to ~~homecare provider~~caregiver or client eligibility that impact payment are not subject to these timelines.

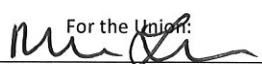
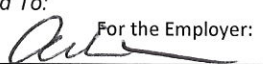
**XX.12 Timely and Accurate Payment**

~~Home care workers~~Caregivers shall be entitled to receive timely and accurate payment for services authorized and rendered. To promote a timely and accurate payroll system, the Employer and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues. The parties acknowledge the time necessary to correct errors in payments depends on the underlying nature of the error. The Employer shall identify causes and solutions to problems within a reasonable period of time but in no event more than five (5) business days from when the problem was reported.

Once the cause of the error has been identified, payment will be made as soon as possible but no later than ten (10) business days. The Employer shall provide to the Union the names and employer ID of each impacted ~~provider~~caregiver, the date they were paid, the date they should have been paid, and the amount of compensation paid late, upon request of the Union. The Union and the Employer agree to utilize the current electronic process through which complaints can be escalated, documented, and resolved.

**XX.2—Late Payment Fees and Damages**

~~In order to expedite remedying late payments as soon as possible, the Parties agree that homecare providers who are ok to work, if they are self directed care providers or who have been hired as an agency based caregiver, have logged or attempted to log hours prior to the time submission deadline for the pay period in question, and are paid later than the respective pay date shall have the following remedies in the event of a violation of this Agreement:~~

<del>Amount not paid</del>	<del>Length of time not paid</del>	<del>Remedies</del>
<i>The Union reserves the right to add to, modify or withdraw this proposal.</i>		
Tentatively Agreed To:		
For the Union:  Date: 10/13/23	For the Employer:  Date: 10/13/23	

\$100 – \$250	One full pay period	\$25 per pay period until paid
\$251 – \$500	One full pay period	\$35 per pay period until paid
\$501 – \$750	One full pay period	\$45 per pay period until paid
\$751 – \$1,000	One full pay period	\$55 per pay period until paid
\$1,001 and up	One full pay period	\$65 per pay period until paid

**Interest on Non-Payment**

Providers who have been paid late for two or more pay periods will also be eligible to receive interest on their back pay in addition to the above late payment fees above if the total interest payment is in excess of \$10. Interest will be calculated at 12% per annum.

**Incidental and Consequential Damages**

The Employer will also reimburse the provider for damages incurred as the result of a late payment of \$75 or more that can be verified through documentation. Examples of damages are late fees on rent or utilities, overdraft charges, etc. The provider must provide a complete copy of the original bill or notification of fees and costs. Copies must be of the complete bill, front and back. The providers will submit damages documentation to the Union through a secure uplink. The Union will evaluate the documentation provided by the worker prior to furnishing the documentation to CDMT. If CDMT disagrees with the provider's assertion that the claimed damages are reasonable and the direct result of the underpayment, CDMT will submit the documentation and analysis to SEIU 775 and the parties will work together to resolve disagreements. The Employer may also reimburse for damages incurred as the result of a late payment of under \$75 using the same process.

If the parties are unable to resolve a disagreement about: (i) whether the provider should have been deemed OK to work, (ii) whether the provider was paid late, (iii) whether the provider logged or attempted to log hours prior to the time submission deadline for the pay period in question, (iv) how late the provider was paid, or (v) the causation and reasonableness of damages, either party may move the matter from this expedited process to the next step in the grievance process, up to and including arbitration.

**XX.3 Electronic Deposit or Debit Card**

Home care workers Caregivers shall have the right to authorize electronic deposit into their designated account or debit card for any payment issued to them for services or other reimbursement. Debit cards will be requested to be sent to the providers-caregivers within four (4) business days of the request and will be capable of being activated upon receipt. If a direct deposit does not successfully process payment to the provider-caregiver, the Employer shall contact the employee-caregiver to update their direct deposit.

**XX.4 Tax Withholding**

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:	For the Employer:
_____	_____
Date:	Date:
_____	_____

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

The Employer will provide ~~individual providers~~caregivers with a W-4 tax form and Federal Tax Income (FIT) notice. Any changes to the FIT notice will be provided to the Union at least fourteen (14) days before it is sent to the bargaining unit.

**XX.5 Changes to Payroll and Payment Systems**

The Employer shall determine the costs associated to implement the provisions of this agreement. The Employer shall bear the costs for any changes to payroll or payment systems and these costs shall be included in the cost of the overall Agreement. If the Union requests programming changes not otherwise covered or required by this Agreement, the parties will meet to discuss prioritization, capacity and funding.

~~XX.6— Quality Assurance Metrics for CDMT Customer support~~

~~The Employer will comply with applicable state and federal laws governing document retention. Upon request of the LMC, the Employer will provide some basic performance metrics, such as call volumes, average hold times, and abandoned calls, for its call center. The Labor Management Committee shall discuss and review the performance of the CDMT customer call center.~~

**XX.67 Payroll System Outreach and Education**

During the life of this agreement, the Employer will provide general communication to providers~~caregivers~~. The Employer may also sponsor in-person support sessions across the state so that ~~home care workers~~caregivers can receive assistance with reporting hours.

**XX.87 Cash Advances**

The Employer will not offer cash advances.

**XX.98 Electronic Visit Verification (EVV)**

~~A. Any EVV system that employees are required to use shall be accessible in the top three languages spoken by providers at CDMT. Any training materials on the EVV system should also be in those languages.~~

~~B. All workers can request the EVV fob and the Employer shall mail one out at no expense to the employee.~~

A. Caregivers will be required to use EVV in accordance with state requirements. If during

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:

For the Employer:

Date:

Date:

the life of this agreement, EVV requirements are modified or changed. The parties shall meet to negotiate the effects of any changes.

- B. The Employer will pay employees at their regular rate of pay for time spent in EVV training that CDMT requires workers are required caregivers to attend.
- C. Unless otherwise agreed upon by the Union and the Employer, data collected via EVV devices will not be repurposed for or used by the Company for any purpose other than Electronic Visit Verification and timekeeping, and any necessary internal Employer reporting and analysis. Data collected via EVV devices will not be sold or shared with any third parties, including subsidiaries and commercial partners, except for the purposes of compliance auditing. The Employer agrees not to release GPS coordinates collected through utilization of EVV except as necessary to comply with provisions of this Agreement, and also in the following circumstances:
  - a. to a governmental body in order to administer services and programs relating to work covered under this Agreement.
  - b. as part of a judicial or quasi-judicial proceeding and subject to a court's order protecting the confidentiality of the information and allowing it to be used solely in that proceeding.
  - c. as necessary for the provision of fringe benefits to employees, and the recipient agrees to protect the confidentiality of the information.
  - d. the disclosure is required by state or federal law, and
  - e. the disclosure is required by a contract between the Employer and a third party, and the recipient agrees to protect the confidentiality of the information.

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*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:

For the Employer:

Date:

Date:

## ARTICLE XX POLICIES AND PRACTICES

### **xx.1 Cash and Counseling**

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

### **XX.2 ~~Provider-Caregiver~~ Reclassification**

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

### **XX.3 Exclusion**

In no event shall any work that is not personal care or direct care be considered covered work or covered hours of work under this Agreement, and this Agreement shall not be in force and effect with respect to such work or hours of work.


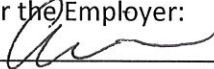
### **XX.4 Delivery of Quality Home Care Services**

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

### **XX.5 Changes to the Health Care Delivery System**

The parties recognize that during the life of this Agreement important changes may occur in the delivery of long-term care services and supports. The Employer agrees to provide timely, written notice to the Union of any State Medicaid Plan and Medicaid Home and Community Based Care Waiver Amendments impacting services covered by this Agreement as well as any changes to the delivery of services covered by this Agreement, and to fulfill its collective bargaining obligation regarding mandatory subjects of bargaining.

*The Union reserves the right to add to, modify or withdraw this proposal.*

<b>Tentatively Agreed To:</b>	
For the Union:  _____	For the Employer:  _____
Date: <u>10/13/23</u>	Date: <u>10/13/23</u>

**ARTICLE XX**  
**SAVINGS OR SEPARABILITY CLAUSE**

XX.1 This agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by Federal or State court, or duly authorized agency, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

XX.2 In the event of such invalidation, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this agreement shall be in writing and duly executed by the parties and their representatives.

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:

Mr. Livingston

Date:

10/13/23

For the Employer:

[Signature]

Date:

10/13/23

Time - \_\_\_\_\_

Style Definition: Heading 1  
Style Definition: Heading 2

### ARTICLE XX PROBATION

#### 18.1 PROBATIONARY PERIOD-AGENCY BASED TRADITIONAL CAREGIVERS

The first one hundred and eighty (180) days of employment shall be the probationary period for all new and returning Agency Based Traditional employees-caregivers (for those who have been absent for longer than one year). The ~~employer~~ Employer may waive the probation period for returning employees-caregivers if absent for less than one (1) year. During this period the Employer shall provide specific orientation to the job performance expectations, to the Employer and to the Employer's services and programs, and to the people/clients ~~members~~ served by the Employer. During the probationary period, an ~~employee~~ caregiver may be discharged without notice and without recourse to the grievance procedure.

Client

The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:	
For the Union: _____	For the Employer: _____
Date: 6/30/23	Date: 6/30/23

KAF SL

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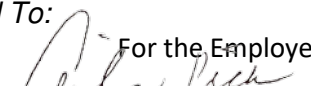
**ARTICLE XX  
SUCCESSORSHIP**

~~A. The Employer agrees that its operations covered by the Collective Bargaining Agreement (CBA) shall not be contracted out, conveyed, or otherwise transferred or assigned to any third party (hereafter, "assigned") without first taking the following steps:~~

~~1. The Employer agrees to notify the Union prior to communicating with a third party or upon communication initiated by a third party for the purpose of engaging in a transaction which may affect the interests of SEIU 775 bargaining unit members. The Employer agrees to notify any potential purchaser of all or any part of its operations covered by this Agreement of the Collective Bargaining Agreement with SEIU 775 and will make acceptance of this Agreement, to the extent permitted by law, a condition of any sale, purchase, or any other form of transfer of its business, in whole or in part, to any other person or entity.~~

~~2. No less than fifteen (15) days after executing an agreement with any third party to be assigned any operations covered by the CBA, the Employer will provide the Union with written proof that it has secured a contractually binding commitment ("contract") from said third party to (a) offer employment to all home care providers, or to as many home care providers as are needed to perform the operations covered by the CBA that the third party is being assigned, within a discretely managed bargaining unit or group consisting of nothing but such newly hired home care providers, at terms and conditions no worse than the terms and conditions in existence under the CBA in effect at the time the third party becomes the new employer of the home care providers and (b) agree, to the extent permissible by law, to assume all of the Employer's obligations under that CBA for the remainder of the CBA. The contract must specifically recite that it is governed by Washington State law and is enforceable in King County Superior Court and that the Union is an intended third party beneficiary of the commitments made by the third party to the Employer contained therein. Once the third party becomes the new Employer of home care providers the Union will enforce the terms of the current CBA through the grievance and arbitration provisions with the new Employer, consistent with applicable law.~~

~~3. The Union will receive notice from the Employer no less than ninety (90) days~~  
*The Union reserves the right to add to, modify or withdraw this proposal.*

<i>Tentatively Agreed To:</i>	
 For the Union:	 For the Employer:
Date:	Date:
12/20/23	12/21/23

~~prior to any third party being assigned any of the operations covered by the current CBA. The Employer will keep the Union informed of any changes to this timeline.~~

~~4. The Employer agrees that failure by it to strictly comply in a timely fashion with Sections 1, 2 or 3 will allow the Union to seek immediate injunctive relief in King County Superior Court restraining the Employer from moving forward with assigning any of the operations covered by the CBA to any third party until and unless these requirements are met.~~


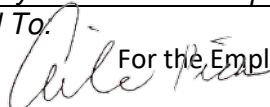
~~A. The parties agree that after a third party is assigned any of the operations covered by the current CBA, the Union may request bargaining over the effects of the assignment of work to the third party within fifteen (15) days of receipt of such notice and, if such a request is made, the Employer will engage in such bargaining prior to the transfer of work. The parties agree that neither party will be able to seek arbitration upon impasse.~~

A. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, change in legal entity, transfer or assignment of either party hereto. In the event the Employer sells, transfers, leases or assigns the operations covered by this Agreement to any other entity, the Employer shall, as a condition of such sale, transfer, lease, or assignment, require that the purchaser, transferee, lessee, or assignee a) adopt and agree to be bound by this Agreement, without change in any of the Agreement's terms and obligations, b) do so through a contractually binding written instrument, c) recognize the Union as the exclusive bargaining representative of all employees covered by the Agreement, and d) hire all Consumer Direct Care Network Montana ("CDMT") caregivers covered by this agreement currently employed by CDMT on the date of the sale, transfer, lease, or assignment of assets. The Employer shall inform any prospective purchaser, transferee, lessee, or assignee of the foregoing conditions upon receiving the first offer.

B. The Employer agrees to notify the Union no less than ninety (90) days prior to any sale of CDMT or its assets to a buyer.

~~5.~~

*The Union reserves the right to add to, modify or withdraw this proposal.*

<i>Tentatively Agreed To.</i>	
 For the Union:	 For the Employer:
Date:	Date:
12/20/23	12/21/23

*The Union reserves the right to add to, modify or withdraw this proposal.*

*Tentatively Agreed To:*

For the Union:

For the Employer:

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

## ARTICLE XX: COMPLETE AGREEMENT

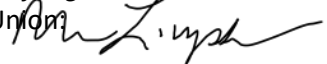
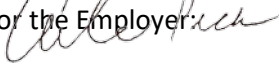
### SECTION XX.1

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further understood that this Agreement fully and completely sets forth all understandings and obligations between the parties, constitutes the entire Agreement between the parties, and both parties on their own behalf and on behalf of their respective members waive any and all claims or demands they have made or could have made for any acts or omissions by either party or their respective members, agents, employees or assigns.

### SECTION XX.2

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral or written statement shall add to or supersede any of its provisions unless mutually agreed to by the parties and as otherwise provided for in this Agreement. ~~The parties agree that all past practices are unenforceable, null, and void, unless specifically addressed in this Agreement.~~

*The Union reserves the right to add to, modify or withdraw this proposal.*

<p>Tentatively Agreed To: For the Union: </p> <p>Date: 12/20/23</p>	<p>For the Employer: </p> <p>Date: 12/21/23</p>
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## ARTICLE XX: TERM OF AGREEMENT

### SECTION XX.1 EFFECTIVE DATES

This Agreement shall become effective at ratification and shall remain in effect through ~~June 30~~ **September 30**, 2025, unless amended by mutual written agreement of the parties or extended under Article XX.X

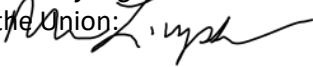
In the event that during the term of this Agreement, the State of Montana substantially changes the anticipated funding for services provided by the Employer and/or there is any other change that lowers or increases the level of reimbursement established at the time of signing this Agreement, the Parties agree to reopen this Agreement pertaining to Appendix A immediately for negotiations ~~on all economically impacted sections~~ regarding wages.

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*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:



Date:

12/20/23

For the Employer:



Date:

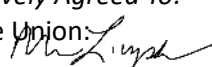

12/21/23

**APPENDIX A WAGE SCALES (Agency and Self Directed)**

*\* DCW and HB638 add on not included*

Enter increase to wage based on previous half-year:						
			\$-	\$1.25	\$-	
CCH - Total hours worked for employer	Year 0	October 1, 2023		October 1, 2024		step increases
	2nd Half	1st Half	2nd Half	1st Half	2nd Half	
0 - 2000.99	11.10	\$16.75	\$16.75	\$18.00	\$18.00	
2001 - 4000.99	11.10	\$17.00	\$17.00	\$18.25	\$18.25	\$0.25
4001 - 6000.99	11.10	\$17.25	\$17.25	\$18.50	\$18.50	\$0.25
6001 - 8000.99	11.10	\$17.50	\$17.50	\$18.75	\$18.75	\$0.25
8001 - 10000.99	11.10	\$17.75	\$17.75	\$19.00	\$19.00	\$0.25
10001 - 12000.99	11.10	\$18.00	\$18.00	\$19.25	\$19.25	\$0.25
12001 +	Varies	\$18.25	\$18.25	\$19.50	\$19.50	\$0.25

*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 12/20/23	Date: 12/21/23