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The Parties agree that the exact language from the following articles contained in the 2023 - 2025 Collective Bargaining Agreement be included in the 2025 - 2027 Collective Bargaining Agreement:

- Article 1: Recognition
- Article 5: Client Rights
- Article 6: Probation
- Article 7: Seniority
- Article 10: Vacancies
- Article 13: Pay Records and Pay Periods
- Article 14: Job Descriptions and Care Plans
- Article 16: Holidays
- Article 22: Meal and Rest Periods
- Article 24: Layoff and Recall
- Article 25: Management Rights
- Article 26: No Strike or Lockout
- Article 27: Modification of Past Practice
- Article 28: Savings and Modifications
- Article 29: Successorship and Subcontracting
- Article 31: EVV
- Article 32: No Harassment, Dignity and Respect

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# **ARTICLE 2: UNION MEMBERSHIP AND UNION SECURITY**

## **SECTION 2.1: UNION MEMBERSHIP DUES**

No later than thirty (30) days following the effective date of this Agreement, all present bargaining unit employees must, as a condition of continued employment, become or remain members of the Union. All employees hired after the effective date of this Agreement shall be or become and remain members of the Union no later than thirty (30) calendar days following the first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall result in termination of such employee, provided that the Union has given the employee fourteen (14) days' notice that the employee's obligation to make payment has not been met and that the delinquency renders the employee liable to termination under this section and that the termination request complies with applicable law. The Employer shall provide written notice to the Union of such discharge within thirty (30) days from the expected date of the discharge. The Employer shall not be obligated to dismiss an employee for nonmembership in the Union: (a) If the Employer has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) If the Employer has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

## **SECTION 2.2: DUES DEDUCTION**

The Employer agrees to deduct from each bargaining unit employee's pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employee's 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 (10) ten days after the end of each pay period by Automated Clearing House (ACH) Payment. The Employer shall work with the Union to transmit payments by Automated Clearing House (ACH) Payment. If the report is delayed the Employer will notify the Union when the report will be delivered and remitted. The Union will

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Deductions will begin- by the start of the next payroll cycle following the receipt of the employee authorization at the employer's corporate office or following receipt of employee deduction authorization updates from the Union. Upon request, the Union will furnish the original dues authorization to the Employer, and will notify the Employer in writing of dues, fees, or assessments to be deducted or paid within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change. The Union reserves the right to enforce the terms and conditions of each employee's signed membership card with regard to when authorizations for deductions may be revoked. The Employer shall honor the terms and conditions of each employee's signed membership card.

# **SECTION 2.3: POLITICAL ACCOUNTABILITY FUND (COPE)**

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a Political Accountability Fund (COPE) wage assignment authorization form. When filed with the employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until or unless revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) contributions will be promptly transmitted to the Union by separate check payable to the Union or by ACH, once implemented, and identified as COPE deductions, at the same time as the remittance of dues. Upon issuance and transmission of a check to the Union, the Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Political Accountability Fund (COPE) contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for, or on account of, any deduction made from wages of an employee.

## **SECTION 2.4: VOLUNTARY DEDUCTIONS**

Upon receipt of a payroll authorization form, the Employer shall deduct and transmit voluntary contributions from each employee to the Union. The employer shall deduct the sum specified from the pay of each employee and the authorization will be honored in accordance with its terms. The authorization will remain in effect until or unless revoked in writing by the employee or the

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Union. The amount deducted and a roster of all employees using payroll deduction for voluntary deductions will be promptly transmitted to the Union by separate check or by ACH payable to the Union and identified as Voluntary Deduction at the same time as the remittance of dues.

# SECTION 2.5: ELECTRONIC SIGNATURE AND VOICE AUTHORIZATION

The Union may use electronic records and voice authorizations to verify Union membership, authorization for voluntary deduction of Union dues subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records and/or voice authorization of such membership. For any voluntary deduction of union dues and fees from wages or payments for remittance to the Union, authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union, the Employer may require an authorization form physically executed by the employee to be provided by the Union prior to any such deduction being made from employee wages.

#### SECTION 2.6: BARGAINING UNIT INFORMATION AND REPORTING

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and home address on file with the Employer. The Employer shall provide a roster of all bargaining unit employees to the Union on a monthly basis. This information shall be transmitted securely in a mutually agreeable format. The roster shall include the following information for each employee's employee:

- Branch name
- Employee ID
- First name
- Preferred first name
- Middle name
- Last name,
- Preferred Last name
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- Classification,
- Work location,

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- Social security number,
- Gender,
- Ethnicity
- Address type (mailing or physical) address 1,
- Address 2, city, state, zip code,
- Home phone number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format),
- Cell phone number, (all phone numbers shall conform to the '(xxx) xxx-xxxx' format),
- Personal Email address,
- Original hire date
- Most recent hire date (if different than original)
- Job termination date
- FTE status,
- Rate(s) of pay,
- Wage step,
- Cumulative lifetime hours worked used for wage step determination (CCH balance- rolling total should include the hours worked on each row. Hours worked does not include PTO)
- Live-in provider status,
- Relationship to the consumer,
- Pay period start date,
- Pay period end date,
- Pay period hours,
- Gross pay,
- Dues Assessable Pay
- Hours (includes all hours paid) in the month (or month-to-date in the event of twice-monthly pay),
- Date of hire or rehire date (if applicable),
- Membership status,
- Amount paid in dues,
- Amount paid in cope (if applicable),
- Amount paid in any other voluntary deduction(s) (if applicable),
- Preferred language (if available),
- Date of and reason for termination,
- Employment or leave status,
- Membership status,

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- Dues percentage,
- Date of birth.

The Employer shall facilitate reconciliation of these employment records paid or unpaid leave or other reason. The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. The formatting of the Roster and Deduction report and file naming convention shall conform to template provided to the Employer by the Union. If the employer desires to change the agreed upon format, the Employer shall give the Union no less than sixty (60) days' notice. During that time the Union and Employer shall meet to discuss the change.

The sum of the individual Union dues amounts in the Roster shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to 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 2.7: DATA MAINTENANCE**

The Union will conduct periodic audits of data related to membership form reconciliation, financial deductions, and bargaining unit information. The Employer shall complete and/or reconcile the audit within twenty (20) days of receiving the audit from the Union.

# **SECTION 2.8: DATA SECURITY**

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 or the provision of other employment benefits, upon not less than twenty-one (21) days written notice to the Union, as

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# required by law:

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 shall provide a copy of the request and any other materials submitted as part of the request at the time of notification. The Employer shall provide the Union with at least fourteen (14) days to review and challenge the scope of the request prior to the Employer's response to the disclosure request. The Employer agrees to consider the Union's response prior to disclosing any information about bargaining unit members.

#### **SECTION 2.9: MEMBERSHIP FORMS**

The Employer agrees to distribute membership forms for the Union with the basic employment paperwork required by the Employer.

After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send a complete digital copy to the original to the Union within five (5) business days via common electronic format agreed upon by the Employer and the Union. Cards collected by a Union Advocate will be shared with the Employer to make a copy for itself.

The Employer will make digital copies of Membership Cards on file available to the Union upon request through the Data Maintenance process outlined in Section 2.8. All Union membership forms completed by an employee and returned to the Employer will be forwarded to the Union within fifteen (15) days of the Employers' receipt of the form.

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# **ARTICLE 3: UNION RIGHTS**

# **SECTION 3.1: ADVOCATE**

For purposes of representation and mutual administration of the contract, the Union will designate advocates from among its members employed by the Employer. The advocate position is the worker representative position responsible for handling grievances and disciplinary issues with the Employer. The Union will notify the Employer when an advocate has been designated.

# **SECTION 3.2: ADVOCATE RECOGNITION**

The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in contract enforcement. These activities are defined as time spent in representational meetings, the labor management and Safety-No Harassment and No Discrimination (HAD) committees, "Union time" presentations, negotiations or meetings, and in-services as mutually agreed upon by the Union and the Employer. Advocates shall have the obligation to coordinate with their supervisors when they will be utilizing advocate time and shall follow all usual scheduling procedures to ensure client care coverage. Upon request from the Employer, the Union will confirm time spent on contract enforcement activities.

# **SECTION 3.3: BULLETIN BOARDS**

The Employer will provide a bulletin board and place the board in an area easily accessible to employees in each of the Employer's branch offices for union postings.

The Union will provide a copy of all posted materials to the Human Resources Department at the time of posting. All postings will be signed by a Union worksite leader or Union staff person.

During the life of this agreement, should the Union develop a "virtual bulletin board" the Employer shall display a link provided by the Union. The parties shall meet to determine the appropriate place on the Employer's website to display the link and/or agree to include it in the new employee orientation material.

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# SECTION 3.4: NEW EMPLOYEE ORIENTATIONS, IN-SERVICE TRAININGS AND CONTINUING EDUCATION

An integral part of each employee's tenure with the Employer is an understanding of this Agreement and the role of the Union in the employment setting. As such, representatives designated by the Union, or Advocates, shall be permitted to attend the Employer's new employee orientations within the first half of every new employee orientation during regular working hours. The Union may make its presentation in person, by phone or video conference. The Employer will endeavor to provide the Union representative or union Advocate with notice, if possible, of all new employee orientations. In the event the Employer's new employee orientation is to be cancelled, postponed or delayed, the Employer shall notify the Union as soon as possible. Advocates will be paid their hourly rate for time spent in New Employee Orientations. In some cases, various circumstances, such as scheduling conflicts, rural locations, emergent client needs, or unanticipated matters require new employee orientations to occur as needed and may be scheduled without notice. In these exceptional circumstances the Employer will, as they occur, provide the Union notice of new employees, which includes the employee's name, mailing address, home and cell phone numbers, and email address (if provided by the employee). Per section 2 of this agreement.

The Union shall have the right to include information in the Employer's new employee orientation materials. The Union will provide adequate copies of all documents it wants to be included.

Additionally, new caregivers will be scheduled to attend one thirty (30) minute "Union Time" presentation during the required basic training of home care workers, such time shall be paid. Continuing caregivers will be scheduled to attend one fifteen (15) minute "Union Time" presentation each calendar year that is connected with a Continuing Education Class, such time shall be paid. An employee or the Union must present satisfactory proof of attendance to be paid for any "Union Time" presentation.

Annually, the Employer shall provide the Union with at least ten (10) days' notice of any inservice or all-staff, and the time designated for a thirty (30) minute presentation by a designated Union representative.

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# SECTION 3.5: ACCESS TO THE EMPLOYER'S OFFICES

The Employer agrees to admit to its offices the authorized worker representative of the Union for the purposes of adjusting grievances and conducting other Union business.

#### SECTION 3.6: ACCESS TO THE EMPLOYEES' FILES

The employee or the employee's worker representative shall have the right to examine the employee's personal file. If the employee is not present, the employee shall provide written authorization to enable the worker representative to examine the file in the absence of the employee. Only appropriate information shall be maintained in an employee's personnel file. Employees may request that a document be removed from their personnel file, and the Employer retains full discretion in determining whether the request is granted. Disputes regarding documents placed in the employee's permanent personnel file are subject to the Grievance Procedure as stated in Article 9, and the employee does not need to provide written authorization to the Employer when a staff member of the union has requested information regarding a grievance or potential grievance from the Employer.

The Employer will, upon request, provide a copy of the personnel file within fourteen (14) calendar days. Copies may be emailed upon request by the employee. The Union may, during normal business hours, examine time sheets, work production or other records that pertain to an employee's compensation and/or fringe benefits, in case of a dispute as to contributions and/or pay. The Union shall not exercise this right to be disruptive of the Employer's business, but to fulfill its duty of representation as indicated in the National Labor Relations Act.

# **SECTION 3.7: EMPLOYEE COMMUNICATIONS**

- a) In order to facilitate communication relating to this Agreement, the ongoing work of the Labor Management Committee, and any other Union business of a general nature, the Employer shall insert material provided by the Union in the mail cubbies pay envelopes of employees covered under this Agreement, provided that: The implementation of an all-electronic payroll system does not make this provision obsolete.
- b) All literature submitted for insertion in pay envelopes shall be clearly identified as Union-produced material and shall have information on how to contact the Union by phone. At the request of the Employer, the Union also shall indicate clearly that the

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- communication in question is not provided by nor does it necessarily represent the views of the Employer.
- c) In the event that the insertion of Union material in pay envelopes increases the postage cost of mailing the pay envelopes, the Union shall reimburse the Employer for the additional cost.
- d) This section is intended to refer to paper materials or other small promotional items which can be inserted easily into envelopes. The materials will not be such that insertion requires additional time or burden on the part of the Employer.
- e) Should any Employer produce a newsletter directed at employees, or provide mailboxes at branch offices, the Union shall have the right to submit information for inclusion or distribution.

### SECTION 3.8: PAYCHECK DISTRIBUTION

The Union may be present at in-person paycheck distributions or when employees are dropping off timesheets (unless the implementation of an all-electronic payroll system makes this provision obsolete). The Employer will not be expected to pay Union worker representatives for their presence at in-person paycheck distributions or timesheet drop--offs.

## **SECTION 3.9: MEETING ROOMS**

The Union may use meeting rooms of the Employer in its offices for meetings of the unit, provided sufficient advance request for meeting facilities is made to the designated administrator and if the space is available.

# **SECTION 3.10: UNION LEAVE**

Hours worked by an employee for purposes of approved Union leave will be credited toward the employee's cumulative career hours ("CCH") up to the number of hours the employee would have regularly been scheduled during the period of Union Leave. Upon request, the Union will provide verification of hours to the Employer.

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# **ARTICLE 4: NO DISCRIMINATION AND EQUAL OPPORTUNITY**

The parties agree to work jointly to establish, through the application of this agreement, positive and progressive Affirmative Action in order to redress the effects of possible past discrimination, eliminate any possible present discrimination, to prevent further discrimination and to ensure equal opportunity in the application of this Agreement.

The Employer agrees that qualified applicants for employment will be considered without regard to race, ethnicity, color, physical and/or mental disability, medical condition, marital or family status, national or tribal origin, genetic information, ancestry, gender, gender identity or perceived gender identity, gender expression, sexual orientation or perceived sexual orientation, age, religion, creed, citizenship or immigration status, veteran status, service in the Armed Forces of the United States, socio-economic status, lawful political beliefs or actions, union membership or activities, or other characteristics- or considerations made unlawful by federal, state, or local law or by government agency regulations.

The Employer further agrees that they shall not discriminate in terms or conditions of employment on the basis of the aforementioned characteristics (except for bona fide occupational qualifications or client preference). The Employer and the Union also commit to support equal employment opportunity and affirmative recruitment to ensure a diverse workforce. The Employer and the Union shall develop a way to produce the parties' collective bargaining agreement in multiple languages to ensure inclusion and acknowledgement of employees who wish to read the contract in a different language other than English; this topic can be a subject for discussion at the Labor Management Committee.

All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees shall be treated fairly and with dignity and respect.

#### SECTION 4.1: PRIVACY RIGHTS AND IMMIGRANT SAFETY

The Union is obligated to represent all workers without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect workers against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state, and local regulations in

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addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials.

To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any D.H.S. (Department of Homeland Security) or ICE (Immigration and Customs Enforcement) agent contacts the Employer to enable a Union representative or attorney to take steps to protect the rights of workers. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the D.H.S. or ICE, or when an SSA audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying workers with documentation or social security problems.

To the extent permitted by law, the Employer shall not infringe the privacy rights of workers, without their express consent, by revealing to the D.H.S. or ICE any worker name, address, or other similar information. To the extent permitted by law, the Employer shall notify the affected worker and the Union in the event it furnished such information to the D.H.S. or ICE. To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any worker who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements.

To the extent permitted by law, workers shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number. Workers who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this section shall restrict the Employer's right to terminate a worker who falsifies other types of records or documents.

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# **ARTICLE 8: DISCIPLINE AND JUST CAUSE**

## **SECTION 8.1: JUST CAUSE AND RIGHT TO REPRESENTATION**

# Just Cause and Progressive Discipline

Non-probationary employees may only be disciplined or discharged for just cause. The Employer shall not have the right to discipline employees and/or to discharge non-probationary employees except for just cause. Communications between supervisors and employees about disciplinary matters shall be respectful. Discipline shall be, in general, for the purpose of improving employee performance. In general, progressive discipline shall be used upon repeat occurrences of the same kind, with the progression as follows: documented verbal warnings, written warnings (for example: first, second, final), suspension, and discharge. Discipline should be issued in writing to the employee as expeditiously as possible. In the case of any form of discipline, the employee's disciplinary action shall include a description of the conduct that is the basis for the disciplinary action(s) and the date of the infraction. The Employer will strive to identify specific corrective action(s) that the employee is expected to take to improve their performance.

# **Serious Misconduct**

In the case of substantiated serious misconduct, or for disqualifying crimes as defined in statutes applied to the licensed provision of home care services, the Employer may bypass any one or all of the steps of progressive discipline for reasonable cause. Examples of such serious misconduct are: stealing, job abandonment (leaving clients unattended), abuse of client, stealing time, lying in an investigation, falsification of documents (including time records).

# **Fact-finding**

Prior to issuing any form of disciplinary action to an employee, an Employer shall attempt to meet with the employee to investigate and gather facts. The Employer shall advise the employee of the purpose of the investigatory meeting and that the meeting could lead to disciplinary action and shall advise the employee of their right to request an advocate or Union representative in the meeting. If an employee requests an advocate or Union representative, the Employer will make a reasonable attempt to schedule a meeting when the participating advocate or Union representative and employee are available to meet, including by phone or video conference. If an employee speaks a language other than English, the Employer will

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advise the employee that they can contact the Member Resource Center for language support during the meeting. The unavailability of an Advocate or Union staff representative for a meeting date shall not unreasonably delay or impede the Employer's investigation or decision to take disciplinary action.

When the employer requests a written statement in lieu of a meeting, the Employer shall notify the employee of their right to consult their Advocate or the Member Resource Center prior to submission of the statement.

# SECTION 8.2: NOTIFICATION OF FORMAL DISCIPLINARY ACTION/WRITTEN JUSTIFICATION FOR DISCIPLINE FOR CAUSE

In the case of any written warning, suspension, economic sanction, or discharge for cause, an Employer shall give a copy of the disciplinary action to the employee, stating the reasons for the discipline or discharge no later than three (3) business days from the effective date of the action. The document shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice:

"Signing this document indicates that you have received a copy but does not indicate that you agree or disagree with its contents. if you believe this action violates the Union contract or Employer policies you have the right to contest this action through filing a grievance. You may contact your Union advocate or the SEIU 775 Member Resource Center (MRC) at 1-866-371-3200." This notice will be provided in writing in the employee's preferred language. The lack of the employee's signature on the notice shall not be grounds for nullifying or challenging the notice or any ensuing disciplinary action where reasonable evidence shows that the applicable Employer attempted to inform the employee of the investigation, pending or actual discipline.

Employees who are discharged will be paid within fourteen (14) calendar days of the date of the termination of their employment. This final paycheck will include payment for all hours worked and not paid, as well as payment for any accrued personal leavepaid time off.

## **SECTION 8.3: SUSPENSION OR DISCHARGE**

Within seven (7) calendar days after any suspension or discharge for cause, an Employer shall

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notify the Union in writing (by fax or email) of the suspension or discharge and the reason for this action and shall attach a copy of the disciplinary notice signed by the employee or provided to the employee. The employer Employer will attempt to assign other work to the employee while they are conducting its investigation as long as the employee is licensed to work. If the employee is exonerated after the employer's investigation and the employee was not offered other work pending the investigation, the employer will reimburse the employee for the time lost at the employee's current rate of pay plus any applicable differential. Employees who are suspended may use any accrued, paid leave during their period of suspension. If the employee is not offered other work pending the investigation and chooses to use paid leave during the investigation and is reinstated and exonerated by the employer, any paid leave used by the employee will be placed back into their available PTO balance.

# **SECTION 8.4: INVESTIGATION OF JUST CAUSE BY UNION**

An advocate or Union representative shall have the right to interview employees and management personnel and gather information concerning disciplinary matters. Such interviews shall not interfere in any way with an Employer's business activity. Should a client complaint be involved, the applicable Employer will attempt to provide a copy of the clients' written complaint, if any, with all identifiers removed, so long as the removal of identifiers adequately protects the confidentiality rights of the client and the provision of the complaint does not violate federal, state, local laws or regulations.

# **SECTION 8.5: EMPLOYER RULES**

The Employer may establish reasonable work rules necessary to regulate employees' conduct at work. Work rules shall be reviewed with new employees, conspicuously posted and made available to all employees. The <a href="mailto:employer-Employer">employer</a> may require new employees to sign a form provided by that Employer to confirm their understanding of the work rules. The Employer will advise the Union of any proposed changes to the work rules thirty (30) days in advance. If the rule is a mandatory subject of bargaining, the Union reserves the right to bargain such changes. Employees who speak a language other than English shall be provided the work rules in their preferred language, upon request.

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# **SECTION 8.6: PERSONNEL FILES**

Any information about the employee may be included in the personnel file, including without limitation information regarding disciplinary action, such as client complaints, warnings, placements on probation status, and formal evaluation reports prepared by an Employer shall be placed in the employee's personnel file and a copy shall be made available to the employee upon the employee's written request. The Employer shall allow the employee and/or their representative (if the employee so authorizes in writing) to examine the employee's permanent personnel file maintained in an Employer office, at a mutually agreeable time and date; files must be made available within five (5) business days of receipt of a written request. Employees who have a reasonable dispute with information in their personnel file may submit written comments no more than two (2) pages in length, replying to any material in their file, which comments shall also be maintained in their personnel file. Employees may not submit additional written comments regarding disputes which have been resolved through the grievance process. An employee that is represented by the Union through the grievance process, does not need to authorize in writing for a union staff member to request information pertaining to their personnel file and/or pertaining to the investigation of a grievance. Should the employee maintain a good record for one (1) year, all identified negative materials shall be removed from their personnel files at the request of the employee, unless otherwise required to be retained by state law or regulation. Files that are not removed after one (1) year shall be considered as if they had been removed so long as the employee has not committed the same offense within the past twelve (12) months.

#### **SECTION 8.7: APS OR REGULATORY INVESTIGATIONS**

Should Adult Protective Services or another regulatory agency (such as Children's Administration or the Division of Developmental Disabilities) initiate an investigation of an employee that requires suspension or removal of that employee from any client, but does not require suspension or removal from all home care work, the Employer will attempt to assign the employee other suitable home care work until the investigation is complete if permitted by state law or regulation. If the employer is unable to assign the employee to other suitable home care work, the employee will be advised to apply for unemployment benefits and to have the option to use any accrued and available PTO.

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If, following the conclusion of an APS or other regulatory investigation, it is determined by the Employer, or APS or other regulatory agency that the employee is to be disciplined, up to and including termination, the notification provisions of Section 8.2 of this Article will apply. If the investigation indicates that the disciplinary action is unnecessary, the Employer will make reasonable efforts to reinstate the employee to the same hours/position with the original client. If the client should decline to be served by the employee, the Employer will make reasonable efforts to assign suitable and available client hours, until they are employed at the same number of hours as before the investigation.

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ARTICLE 9: GRIEVANCE PROCEDURE

**SECTION 9.1: DEFINITION** 

A grievance is hereby defined as a claim against, or dispute with, an Employer by an employee or the Union involving an alleged violation by an Employer of the terms of this Agreement and/or the employee handbook or Policies and Procedures of the Employer. If the Union believes that a term, condition, policy or procedure of the Employer's handbook conflicts with this Agreement and/or is unreasonable the Union shall have the right to file a grievance. The Union and the Employer are mutually committed to resolving disputes at the lowest level possible, in an expedient manner.

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#### **SECTION 9.2: TIME LIMITS, MEETINGS AND NOTIFICATIONS**

The purpose of time limits within the grievance procedure is to ensure the swift resolution of disputes. Time limits may be extended or waived at any step of the grievance procedure by mutual written agreement of the Parties. The party awaiting a response at any step may advance the grievance to the next step once the time limits have expired. The Union may withdraw a grievance at any step in the grievance procedure. The Parties agree the grievance may be resolved at any stage of the grievance process provided that all appeals are timely.

The parties may waive meetings or conduct meetings by phone or video conference by mutual agreement. Electronic mail (email) shall be valid notification under this Article.

The grieving employee who attends meetings outside of scheduled working hours shall be paid for the time spent at their normal rate of pay if the discipline is validated and the grievance resolved to both parties' satisfaction.

#### **SECTION 9.3: WRITTEN GRIEVANCE**

The written grievance must contain the following information:

- (a) The exact nature of the grievance;
- (b) The act or acts alleged to be violations;
- (c) When the alleged act(s) occurred;

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(d) The identity of the grievant(s);

- (e) The specific Article or provision of this Agreement, the employee handbook, the Employer's Policy and Procedure, or the past practice alleged to have been violated;
- (f) The remedy proposed to attempt to resolve the grievance.

The written grievance need not be on the Union's grievance form, as long as it contains the information above. The written grievance must be signed by the grievant or authorized Union representative. An Electronic signature is valid under this Article.

#### **SECTION 9.4: GRIEVANCE STEPS**

Grievances concerning discharge or discrimination as defined in this Agreement, or grievances filed by the Union shall be filed initially at Step Two. Otherwise, grievances shall be handled in the following manner:

Step One: The grievant, advocate and/or Union staff representative shall present a grievance orally or in writing to the grievant's immediate appropriate supervisor-Program Director (or designee) within fifteen thirty (1530) within fifteen (15) calendar days from the date of the occurrence of the facts or from the date the alleged violation first became known, whichever is later, except for payroll-related grievances, which must be presented within thirty (30) calendar days. calendar days from the date of the occurrence of the facts or from the date the alleged violation first became known, whichever is later. The supervisor-Program Director(or designee) shall respond in writing to the grievance within ten (10) calendar days of the meeting to agree to resolve the grievance or to deny the grievance. The supervisor's Program Director's response shall be addressed to both the grievant and the Union. Should the supervisor-Program Director fail to respond within this time frame, the Union shall have the right to forward the grievance to the next step.

Step Two: If no resolution or settlement is reached between the grievant and the <a href="mailto:supervisorProgram Director">supervisorProgram Director</a>, the grievant or the Union may file a written appeal of the <a href="mailto:appropriate">appropriate Program Directorsupervisor</a>'s decision rendered in Step One to the appropriate Program Director or the Employer's designated representative. The grievant or Union shall file this written grievance within fifteen (15) calendar days after receipt of the <a href="mailto:supervisor">supervisor</a>'s Program Director's decision from Step One. A meeting with the appropriate Program Director or

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Employer representative, the grievant, and the advocate or Union staff representative shall be held not later than ten (10) calendar days after receipt of the written grievance. The appropriate Program Director's response shall be issued to the Union representative within fourteen (14) calendar days from the date of the Step 2 meeting. The appropriate Program Director's response shall be final and binding on the employee, the Union, and the Employer, unless it is timely appealed to arbitration by the Union in accordance with this Article. Group grievances claiming the same alleged conduct involving employees who work under more than one supervisor may be filed initially at Step Two. Multiple individual grievances alleging the same violation that are filed during the same time frame may be combined into a group grievance and commenced at Step Two.

MEDIATION (OPTIONAL): In the event the grievance is not resolved through the process at Step 1 or Step 2, the Union and the Employer may agree to mediate the grievance. Such notification must be sent to the Employer within fifteen (15) calendar days after the Step 2 Designee's decision has been issued or was due. Mediation shall be conducted by the Federal Mediation and Conciliation Service (FMCS) or such mediator as the Parties may mutually agree to on a non-binding basis. Any grievance settlement reached in mediation, whether it represents a compromise between the Parties or a full granting or withdrawal of the grievance, shall be reduced to writing, signed by the Parties and shall be final and binding.

Any settlement offer made in the course of mediation shall be considered "off the record" and shall be inadmissible in any subsequent arbitration. The function of the mediator is to provide the Parties with possible win/win resolutions of the issue and to offer skilled advice as to what is likely to happen in an arbitration hearing in order to make a settlement of the grievance(s) more likely.

The Parties will agree as to when the mediation conference occurs, balancing the need to expedite case resolution with the convenience of mediating multiple grievances at once when possible. The mediation shall be attended by representatives of the Employer and the Union with full authority to resolve the grievances to be mediated. Employees who attend mediation shall do so on unpaid time. Every effort will be made to conduct mediation discussions as concisely as possible. The Parties shall bear their own costs for mediation. If a private mediator is used in lieu of FMCS by mutual agreement, the Parties will bear the cost of the mediator's services equally as well as when the mediator is chosen from the FMCS. If mediation is

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unsuccessful in resolving the grievance, or mediation is not selected as an option for resolution, the Union may advance the grievance to Arbitration.

#### **SECTION 9.5: REQUEST FOR ARBITRATION**

If no resolution or settlement is reached within fifteen (15) calendar days after the date the grievance is presented to an Employer as provided in Step Two, or if no response is received by the Union within the time limits, then the Union shall have the right, within the next fifteen (15) calendar days, to advise the Director or the Employer's designee that the Union is forwarding the grievance to a neutral arbitrator for final and binding settlement. The time limits for filing for arbitration may be extended by mutual agreement of the Parties.

#### SECTION 9.6: ARBITRATION

In the event that a grievance proceeds to arbitration, the Parties shall make a good faith effort to agree on an arbitrator and proceedings shall be held in a mutually agreed upon location. In the event the Parties are unable to agree, in no later than five (5) calendar days from receipt of the request by the Union for arbitration, the Parties shall select an arbitrator as follows: The Federal Mediation and Conciliation Service (FMCS) shall provide a list of five (5) arbitrators to the Union and to the Employer.

Within five (5) working days after receipt of the list of arbitrators, the Parties shall select an arbitrator through the process of elimination by alternately striking names. The Party to strike first shall be selected by a coin toss.

OR

The Parties may mutually agree to a list of arbitrators to be used during the term of this Agreement and shall select any arbitrator whose schedule permits timely hearing of the grievance.

The jurisdiction of the impartial arbitrator is limited to:

- a) Adjudication of the grievance setting forth the issue or issues to be arbitrated;
- b) Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator;
- c) The rendering of a decision or award that in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or that is in conflict with

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any of the provisions of this Agreement;

- d) The rendering of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective Parties; and,
- e) The rendering of a decision involving the administration or interpretation of insurance plans or contracts. The arbitrator shall not have jurisdiction over internal rules of the insurance plans or contracts which are outside the Employer's or the Union's control.

## **SECTION 9.7: ARBITRATION DECISION AND COSTS**

The arbitrator will render a decision within thirty (30) calendar days after the conclusion of the hearing or within thirty (30) calendar days following any period allowed for the filing of post-hearing briefs. The decision shall be final and binding upon the Employer, the Union, and the employee(s) affected. The costs of the arbitration, including professional services for preparation of transcripts (if agreed by the Parties) shall be divided equally between the Union and the Employer. Any fees for witnesses shall be borne by the Party calling such witness.

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**ARTICLE 11: LABOR- MANAGEMENT COMMITTEE** 

**SECTION 11.1: PURPOSE** 

The Parties shall establish their own Labor Management Committee members. The purpose of the Committees shall be to consider matters affecting the relations between the Employer, and the employees, and to recommend measures to improve the quality of client care in-specific to the Employer and throughout the industry. The Committees shall not engage in negotiations, nor shall the Committees consider matters which are the subject of a grievance unless mutually agreed by the Parties.

#### SECTION 11.2: COMPOSITION, SCHEDULE, AND PROCESS

Each Committee shall be composed of the following members:

Up to four (4) Union representatives, including a health and safety representative, and an equal number of Employer representatives.

In addition, the President or Executives of the organizations, or their designees may attend the meetings. Other provisions for these Committees are as follows:

- a) The Committee shall be co-chaired by one of the Union representatives and one of the Employer representatives. The Committee may also decide to rotate facilitation of meetings.
- b) The Committee may meet quarterly, but no less than twice-once per calendar year, at a time mutually convenient to the Union and the Employer.
- c) The Union and the Employer co-chairs will prepare an agenda to be presented to their Committee at least three (3) working days prior to the scheduled meeting.

# **SECTION 11.3: EMPLOYEE HANDBOOK**

Should the Employer create an Employee Handbook or modify an existing one, and if such additions or modifications affect bargaining unit members, the Employer will send the Union a copy of the new handbook at least 30 days in advance of the effective date. The Union shall have the right to demand to bargain over any mandatory subjects of bargaining included or proposed in such a Handbook.

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#### **SECTION 11.4: CONTRACT**

Home care workers speak a wide diversity of languages, often as part of their job providing care to clients who speak languages other than English. The Labor Management Committee shall explore opportunities to translate the contract in full or in part (as individual articles or as summaries) to other languages besides English if an employee indicates that they prefer a language other than English.

## **SECTION 11.5: RELATION TO POLICIES**

The Employer shall implement a plan to prevent and protect employees from abusive conduct, to assist employees working in environments with challenging behavior, and work to resolve issues impacting the provision of personal care as required by SB 6205. This plan should be reviewed and updated as necessary and at least once every three years. The plan shall be developed and monitored by a workplace safety committee organized by the parties as regularly as the LMC.

## **SECTION 11.6: NEGOTIATIONS**

The Labor-Management Committee shall not meet while any section of this Agreement is open for negotiations.

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ARTICLE 12: HEALTH AND SAFETY

**SECTION 12.1: RIGHT TO SAFE WORKING CONDITIONS** 

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 employees shall be required to work in any situation that would threaten or endanger their health or safety and the employer shall notify employees of any health or safety risks prior to a client assignment and employees have the right to decline working for a client who lives in a situation which could threaten their health and safety. Such situations include, but are not limited to: bodily harm to the employee; threatening behavior of the client or others in their home to the employee; sexual harassment of the employee by the client or by persons in the household, clients with symptoms or conditions communicating their needs to the employee in ways that the person providing care may experience or interpret as harassment; or any other situation that would be a threat to the employee's health. In any event, employees should not have to experience discrimination, abusive conduct, and challenging behaviors without assistance or redress and will immediately report to their Employer any working condition that they believe threatens or endangers the health or safety of the employee or client.

The Employer shall comply with all requirements under SB 6205, including:

A. Effective July 1, 2021, the The Employer shall develop-maintain a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and challenging behavior and work to resolve issues impacting the provision of personal care, and the policy must include stated permission and a process for allowing workers to leave situations where they feel their safety is at immediate risk. This process must include a requirement to notify the employer and applicable third parties as soon as possible, This policy shall be available in Spanish, TBD, TBD up to three languages other than English upon request from an employee.

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B. The Employer may not terminate an employee, reduce the pay of an employee, or not

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offer future assignments to an employee for requesting reassignment due to alleged discrimination, abusive conduct, or challenging behavior.

- C. The Employer must inform an employee of instances of discrimination and abusive conduct occurring in or around the client's home care setting prior to assigning the employee to that client, and throughout the duration of service, if those instances are:
  - a. Documented by the Employer; or
  - b. Documented by a third party and communicated to the Employer.
- D. The Employer must inform an employee of a client's challenging behavior prior to assigning the employee to said client if it is documented:
  - a. In the client's care plan;
  - b. By the Employer; or
  - c. By a third party and communicated to the covered employer.
- E. The Employer must keep a record of any reported incidents of discrimination or abusive conduct experienced by an employee during the provision of paid personal care services. The records must be kept for at least five years following the reported act.
- F. The Employer must provide a list of resources about discrimination and harassment for employees to utilize. At a minimum, the resources must include contact information of the equal employment opportunity commission, the Washington State Human Rights Commission, and local advocacy groups focused on preventing harassment and discrimination and providing support for survivors.

### **SECTION 12.2: SAFETY EQUIPMENT & SUPPLIES**

No employees shall be required to provide at their own expense safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, to perform any task for a client. The employer shall provide both latex---free and powder--- free options for gloves and shall dispense the gloves in such a manner as to safeguard the sterile conditions. If such a situation arises where there are insufficient supplies or materials, the employee will report the

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situation immediately to their supervisor.

The employer will make a good faith effort to provide assistive technology, (i.e., Hoyer lift, lift belts, etc.) for client transfer.

The Employer shall add respirator masks to the list of PPE provided to employees in areas with extreme weather conditions.

#### **SECTION 12.3: CLEANING EQUIPMENT & SUPPLIES**

No employees shall be required to provide at their own expense cleaning equipment, supplies, or protective garments to perform any task for a client. If such a situation arises where there are insufficient supplies or cleaning materials, employees will report the situation immediately to their supervisor.

#### **SECTION 12.4: VACCINATIONS**

The Employer shall provide notice and offer, for employees who request them and at no cost to the employee, Hepatitis A and B vaccinations for employees caring for high-risk clients and who are not otherwise covered by health insurance. The Employer and the Union will work together to find a way to offer, tuberculosis (TB) and pneumonia vaccinations for employees who request them. Employees shall receive, upon request, flu shots as prescribed by medical standards. The Employer will continue to follow federal and state guidelines for Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination.

# **SECTION 12.5: SAFETY COMMITTEE**

Adequate preparation of caregivers helps both the caregiver and person receiving care. Caregivers should be equipped with information, including relevant care plans and behavioral support interventions, existing problem-solving tools, and strategies to improve safe care delivery.

The Labor Management Committee and the Safety, No Harassment and No Discrimination

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Committee for the employer shall function as its Safety Committee, consistent with applicable state and/or federal laws such as the requirement of SB 6205. Participation in a Safety Committee shall be considered time worked.

#### **SECTION 12.6: ON CALL SUPPORT**

At least one supervisor from each office of the employer shall be required to carry a cell phone during non-business hours. Employees will be able to contact this supervisor in cases such as, but not limited to, illness, client emergencies requiring extra hours, and any other situation in which an employee would need to speak with their supervisor.

#### SECTION 12.7: IMMINENT DANGER

Any employee who believes in good faith that their health and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a supervisor. If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services.

The employee shall be offered a substitute position to make up for the hours scheduled or be paid for <a href="his/hertheir">his/hertheir</a> entire scheduled assignment for that day, including all travel time and travel miles (except errands not performed) that he/she would have been paid had that assignment been completed as scheduled.

Following receipt of such report, the Employer will investigate the report, including review with the employee, client, and appropriate referral agency. Appropriate action will be taken by the Employer, based on the facts identified during the review of the investigation, the provisions of the program under which the client is being served, and the requirements of the contract between the Employer and the referral agency. The <a href="mailto:employer-Employer">employer</a> shall provide copies of any documentation related to the incident to the Union upon request and the employer reserves the right to protect client confidentiality in the release of this information. If the client continues to be served by the Employer, the Employer will make sure any subsequent employees will be informed prior to beginning the assignment of any previous incidents, will be informed of the previous safety problem, and will be provided with the proper information such as illnesses, behaviors, history of harassment, discrimination, abuse, or violence (unless prohibited by law) and with training, equipment or direction necessary to address any future

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incidents in a safe manner.

#### SECTION 12.8: ANNUAL SAFETY TRAINING AS PART OF CONTINUING EDUCATION

The parties shall work with the Training Partnership to establish an annual, required health and safety module as part of the continuing education program.

#### SECTION 12.9 WORKPLACE SAFETY THROUGH CLIMATE PREPAREDNESS

As climate change intensifies, the impact on health and safety becomes increasingly evident. The Employer recognizes that climate preparedness is an essential component of workplace safety and shall include it in the Employer's policies and procedures to safeguard against the effects of extreme weather and environmental changes.

- A. If an Caregiver is at home at the time an emergency is declared, the Caregiver will not be required to get to a client's home to work their regularly scheduled shift. The Employer shall determine the conditions and probable length of time necessary for returning to work, after investigation or contact with the relevant state and local emergency departments.
- B. If a Caregiver is already at a client's home when an emergency or extreme weather event occurs, and staying at the client's home would endanger the safety of the caregiver's household or family, the caregiver must call their supervisor first before may leaving client unattended in client's home e-the client's home without fear of retaliation or disciplinary action.
- C. Caregivers shall be granted leave with pay use of their accrued PTO for shifts when they are unable to report to their client's home because of natural disasters or emergencies beyond their control.
- D. In the event of a declared state emergency by a government official, the LMC agrees to convene within a reasonable time after the event to address the impacts of the emergency on working conditions.
- E. The Employer shall send at least the following items outlined in Section 12.3 to the client's home: A list of recommended items to be included in an emergency

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preparedness kit and an emergency communication plan.

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**ARTICLE 15: LEAVES OF ABSENCE** 

**SECTION 15.1: UNION LEAVE** 

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

Leave to Conduct Union Business: A leave of absence without pay shall also be granted for up to ninety (90) days to conduct Union business provided fifteen (15) days written notice is given. The Employer and the Union shall cooperate in the scheduling of substitutes, so that employees on leave can return to their positions upon ending their leave. This leave may be extended upon mutual agreement.

Seniority Accrual and Benefits: An employee on an approved Union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. For the purposes of Union Leave, all hours worked for the Union shall count as "hours worked" as defined in the CBA to a maximum of the employees regularly scheduled hours per month per employee, including wage progression and leave accrual, but excluding eligibility and contributions to the Health Benefits Trust and Training Partnership. In order to ensure continuity of benefits from the Health Benefits Trust and the Training Partnership of up to six (6) months for each Union Leave, all hours worked for the Union shall count as "hours worked" as defined in the CBA, and the Union shall make contributions directly to the Training Partnership and Health Benefits Trust, as if it were the Employer on all hours worked. In no event shall benefits from the Health Benefits Trust and the Training Partnership under this provision continue for more than six (6) consecutive months, unless mutually agreed.

#### SECTION 15.2: BEREAVEMENT LEAVE

Employees with more than two years of service are eligible for up to two five three days of paid and three days of unpaid funeral or bereavement leave for the scheduled work hours missed on

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that date for (immediate family, and close relatives) spouse, domestic partner, parents, stepparents, children, step-children, siblings, step-siblings, mother or father-in-law, grandparents, grand parents-in-law, grandchildren, brothers or sisters-in-law, aunts and uncles. At the discretion of the Employer additional unpaid bereavement-leave of up to two (2) weeks may be granted for travel out-of-state or out of the country, and for employees working less than 2 years The employee requesting such extended bereavement leave shall be allowed to utilize any Paid Time Off that they have accrued and earned.

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#### **SECTION 15.3: GENERAL LEAVES OF ABSENCE**

Employees 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 the Employer's policy or defined by statute. Employees shall be entitled to the Washington Paid Family and Medical Leave, which is a statewide program, that started in 2020, per the general guidelines.

Types and Definitions of Leaves of Absence: Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. 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 for the following reasons and minimum lengths of time:

Family leave – 12 weeks or as provided by law, whichever is greater;

Medical leave – length of leave as certified by a physician; up to a maximum of one year;

Military and active duty leave as provided by federal law.

Leaves of absence shall not be construed as a break in service. All leaves of absences will be without pay, except where leave is covered by accrued PTO or if payment is prescribed by law. Employees on leave shall retain their seniority. An intermittent leave or reduced leave schedule may be granted if the leave is due to the Employee's own illness or the illness of a child, spouse or parent of the employee. When an intermittent leave is requested, dates on which treatment is expected to be given and the duration of the treatment must be submitted to the Employee's supervisor. An Employer may temporarily transfer the employee to another available position with equivalent pay and benefits that better accommodate the Employee's scheduling needs.

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**Return from Leave of Absence:** The employee taking a leave of absence is entitled to return to their same position. The Employer will make a good faith effort to reinstate Employees returning from an authorized leave of absence to their previous or similar assignment and schedule.

**Return to Work Program:** When feasible an Employer will provide alternative work opportunities to employees injured on the job. The Employer shall work closely with the employee and their physician to determine if, and when the employee can return to modified duty, and what assignments and/or activity level is appropriate.

#### **SECTION 15.4: MILITARY CAREGIVER LEAVE**

The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury or illness up to a total of twenty-six (26) work weeks of unpaid leave during a single twelve (12) month period to care for a service member as required under the Federal Family and Medical Leave Act. A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on temporarily disability retired list for a serious injury or illness. A serious injury or illness is that which was incurred by the service member in the line of duty that may render the service member unfit to perform the duties of their office, grade, rank or rating. The "single twelve (12) month period for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the Employer for other types of FMLA Leave. An eligible employee is limited to a combined total of twenty-six (26) work weeks of leave for any FMLA-qualifying reason during a single twelve (12) month period. Only twelve (12) of the twenty-six (26) weeks total may be used for the FMLA qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with the U.S. Department of Labor.

#### **SECTION 15.5: MILITARY SPOUSE LEAVE**

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or

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before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

# SECTION 15.6: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

Eligible employees shall be entitled to take paid or unpaid leave for domestic violence, sexual assault or stalking that the employee has experience, or for the use to care for and /or assist a family member who has experienced domestic violence, sexual assault or stalking.

Leave under this provision shall be administered in accordance with RCW 49.76.

#### OTHER REQUIRED LEAVE

The Employer will comply with all other federal, state, and local leave requirements.

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

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# **ARTICLE 17: TRAVEL PROVISIONS**

# **SECTION 17.1: TRAVEL PAY AND MILEAGE**

## Windshield time

Employees shall be paid at their regular rate of pay per hour, while traveling between assigned work locations or clients. Windshield time is only paid from home to home if the travel goes directly from one home to another.

Employees who use public transportation for travel between assigned work locations or clients shall be paid their regular rate of pay per hour. Employees who use public transportation between assigned work locations or for authorized errands shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly public transportation pass. Employees may be required to provide documentation of public transportation costs.

# Mileage reimbursement

Employees driving their own vehicles between assigned work locations and clients, attending training classes in excess of 50 miles, and for authorized client errands shall be reimbursed for mileage at the IRS rate. The Employer may set limits on the total number of miles in a month the Employee may be reimbursed for client errands, consistent with the Employer's contract(s) with the Area Agency on Aging or Department of Social and Health Services regulations or contracting criteria. The number of miles reimbursable for travel between assigned clients shall not be limited. For mileage to attend training classes it shall be determined from local office to training class and back to local office (or Employee's home, whichever is shorter). Furthermore, at the employer's discretion carpooling may be required when practical and only the vehicle driver may then submit for mileage coverage.

The Employer retains the right to determine and assign the most efficient drive routes, in order to minimize mileage and gas consumption.

Should additional funding for enhancing mileage reimbursement become available, the Employer agrees to re-open this section and any other related sections of the Agreement for renegotiation.

# **Disputes about Reimbursement**

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The Employer reserves the right to use modern map programs, or other easily available software at no cost to the Homecare Worker software to determine miles or drive time between assignments in instances where a significant variance in travel reimbursement claims are identified by the Employer.

## SECTION 17.2: INSURANCE AND DRIVER'S LICENSE

Employees at all times while on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the State of Washington. The Employer may require proof of sufficient liability insurance.

Employees shall at all times while on duty maintain and carry a current valid driver's license for the State of Washington if required to drive to assignments or while on assignments.

## SECTION 17.3: DOCUMENTATION OF EXPENSES

Employees must present proper documentation of any expenses reimbursed pursuant to this Article, if requested by the Employer, and must conform specifically to all schedules, rules and travel routes as set by the Employer.

#### SECTION 17.4: NO SPEEDING

The Employer shall not be liable for any moving violation or parking tickets related to the employee's operation of a vehicle in connection to working under this Agreement.

### **SECTION 17.5 VEHICLE DETERIORATION**

Employees who drive their clients on a regular basis will be provided incontinent supplies such as "chucks", guards and/or other liners to help protect caregivers seats and general interior of vehicle with no cost to the caregiver or client, upon request.

Employees who drive their clients on a regular basis will be compensated \$100.00 for the wear and tear annually at the end of the year.

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## ARTICLE 18: HEALTH AND WELFARE TRUST FUND BENEFITS

#### SECTION 18.1: COMPREHENSIVE BENEFIT PACKAGE THROUGH THE TRUST

The Employer shall provide employee health care, dental, prescription drug and vision benefits through the SEIU Healthcare NW Health Benefits Trust ("Trust") during the complete life of this Agreement and any extension thereof. The Employer, the Trust, and the carriers participating in the Trust shall coordinate to provide benefit plan design and enrollment information to eligible employees.

#### **SECTION 18.2: CONTRIBUTIONS**

The hourly contribution rate shall be the hourly contribution rate established by the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the "Healthcare Rate"). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating Section 18.2.

Contributions for the health and safety benefit as described in Section A. and B. below will be paid to the SEIU Healthcare NW Health Benefits Trust which will administer any program established with these funds. The use of these negotiated funds for health and safety will be determined by the Board of Trustees of the Health Benefits Trust.

### A. Medicaid-Funded Hours Worked

Effective July 1, 20232025, the Employer shall contribute the Healthcare Rate or four-five dollars and thirteen-twenty-two cents (\$45.1322), whichever is higher, to the Trust for each Medicaid-Funded Hour worked, two and one-half cents (\$.025) of which may be used for a health and safety benefit. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours.

Effective July 1, 20242026, the Employer shall contribute the Healthcare Rate or five dollars and twenty-twofifty-seven cents (\$5.2257) whichever is higher, to the Trust for each Medicaid-Funded Hour worked, two and one half cents (\$.025) of which may be used for a health and safety benefit.

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The Employer agrees that all funds received by the Employer for purposes of healthcare will be provided to the Trust.

#### B. Non-Medicaid-Funded Hours Worked

Effective July 1, 20232025, the Employer shall contribute the Healthcare Rate or four five dollars and thirteen-twenty-two cents (\$45.1322), whichever is higher to the Trust for each Non-Medicaid-Funded hour worked, two and one half cents (\$.025) of which may be used for a health and safety benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective July 1, 20242026, the Employer shall contribute the Healthcare Rate or five dollars and twenty-twofifty-seven cent (\$5.2257), whichever is higher, to the Trust for each Non-Medicaid-Funded Hour worked, two and one half cents (\$.025) of which may be used for a health and safety benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

One live-In shift shall count as eight (8) Non-Medicaid-Funded Hours for the purposes of contributions to the Trust.

Each paid visit-based service shall be paid as two (2) hours for the purposes of contributions to the Trust.

Contributions required by Section 18.2 shall be paid periodically as required by the Trust.

#### **SECTION 18.3: ELIGIBILITY STANDARDS**

Employee eligibility standards for health care benefits shall be determined solely by the Board of Trustees and as permitted under existing law. The Trust is responsible for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications and follow up to secure required applications/documentation, disenrolling ineligible workers and providing COBRA notifications and follow up. The Employer

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will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and disenroll ineligible workers. The Employer shall provide information on the Trust's benefits to all employees during the onboarding process.

## **SECTION 18.4: EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. This section shall authorize the premium share payroll deduction required by the Trust for any home care worker. Ongoing costs for deduction of home care worker premiums for health care shall be paid by the Employer.

Employees shall pay their employee premium co-share and dependent premium charges (if applicable) via payroll deduction if they authorize in advance, or directly to the Trust upon arrangement with the Trust.

#### **SECTION 18.5: PURPOSE OF THE TRUST**

For purposes of offering healthcare, dental and vision, and other benefits or programs authorized by the Board of Trustees to members of the bargaining unit, the Employer shall become and remain a participating Employer in the Trust during the complete life of this Agreement, and any extension thereof.

## **SECTION 18.6: TRUST AGREEMENT**

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

The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to either document.

## **SECTION 18.7: INDEMNIFY AND HOLD HARMLESS**

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

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# ARTICLE 19: PAID TIME OFF (PTO)

**SECTION 19.1: ACCRUAL** 

Employees shall be eligible for Paid Time Off (PTO) benefits. PTO benefits can be used for Sick Time, Vacation Leave and Personal Leave. Employees accrue PTO during their probationary period but shall not use PTO until after the completion of their probationary period. PTO shall accrue according to the following:

Effective July 1<sup>st</sup>, 2023, employees Employees shall continue to accrue one (1) hour of paid time off for every twenty-four (24) hours worked. Effective July 1<sup>st</sup> 2026, employees shall continue to accrue one (1) hour of paid time off for every twenty three four (24 23) hours worked. PTO may accumulate for a maximum of 168 hours.

#### SECTION 19.2: USE OF PAID TIME OFF AND SCHEDULING

Employees shall be eligible to take paid leave in one-hour increments after their initial probationary period.

For Paid Time Off (PTO), employees must submit leave requests at least two (2) weeks prior to the date the requested paid leave commences. In the event that too many employees request paid leave for the same time period and the Employer cannot ensure safe client coverage, leave approval shall be granted by seniority within the office to which the employee is assigned. The Employer will approve or deny in writing the requested time off within two (2) weeks from the date of the request.

PTO may be used for absence due to illness in the immediate family once notification to the Employer is given.

At the request of the employee, and at the discretion of the Employer, payment in advance of the leave may be issued. Such requests shall be made in writing by the payroll cutoff date the requested leave commences.

### SECTION 19.3: PTO CASH-OUT

<u>Employees may elect to cash out 80% hours of total accrued Paid Time Off hours for any reason</u> unforeseen circumstances or emergencies after the completion of their probationary period.

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Non-probationary employees who terminate shall be paid for all unused, accrued paid time off. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

#### Utilization of Sick Leave

Non-probationary employees who have accrued PTO shall be eligible for paid leave for any period of absence from employment which includes but is not limited to the employee's illness; injury; temporary disability; medical or dental care; or to attend to members of the employee's or the employee's spouse's immediate family or domestic partner or domestic partner's immediate family, where the employee's presence is required because of illness or as otherwise allowed by the state or federal Family Medical Leave Act or other State law.

The Employer may, at its sole discretion, require reasonable proof of illness or disability and/or certification of the necessity of the employee's absence if it is longer than three (3) days.

#### SECTION 19.4: NOTICE AND PROOF OF ILLNESS

Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. Employees will be expected to notify their supervisor of illness at least two (2) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement.

The Employer reserves the right to require reasonable proof of illness if the absence from work lasts beyond three (3) consecutive scheduled workdays. The Employer also may require a doctor's release to return to work in the event that the absence from work exceeds three (3) consecutive scheduled workdays.

The Employer will provide twenty-four (24) hour call or paging service for employees seeking to reach supervisors.

#### SECTION 19.5: COMBINATION WITH OTHER BENEFITS

Payment of accrued paid (sick) leave shall supplement any disability or worker's compensation benefits. The combination of leave payments and disability or worker's compensation benefits shall not exceed the amount the employee would have earned had the employee worked their normal schedule.

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## **ARTICLE 20: WAGES AND PREMIUMS**

#### SECTION 20.1: WAGE SCALE AND WAGE PROGRESSION

Employees covered by this Agreement shall be compensated according to the wage scale schedule set forth in Appendix A. Employees shall advance along the wage scale based on hours of service to the Employer.

#### SECTION 20.2: PLACEMENT ON THE SCALE

Newly hired and returning employees shall be placed on the wage scale at the step appropriate to their verifiable experience as home caregivers. Credit shall also be given for verifiable experience worked as a certified nursing assistant in a long-term care or hospital setting.

## Returning Employees

Returning employees who have had a break in service of less than two (2) years will be credited with the number of hours of experience with the <u>employer Employer</u> at the time of last date previously worked with the purpose of calculating their rate of pay.

# Wage Progression

Employees shall be paid according to the attached wage scale and advance to the next higher step on the above wage scale as they reach the seniority hours on that step.

## SECTION 20.3: CNA OR CERTIFICATION DIFFERENTIAL

Home Care Aides who hold and submit a current, valid Certified Nurse's Assistant license, Home Care Aide Certification, (or an equivalent or greater medical license), shall receive a twenty-five cent (\$0.25) differential for each paid hour.

#### SECTION 20.4: CLIENT/SERVICE INACCESSIBLE PAY

If an employee is unable to provide service to a client due to the client's failure to answer the door, or if the client is not home, the employee shall notify the Employer by telephone promptly. If the Employer is unable to provide a substitute assignment, the employee shall be paid at the straight time hourly wage rate for two (2) hours show-up/no access pay if the Employer can bill that time according to the state contract. In some cases, the supervisor may instruct an employee to call ahead to secure the time.

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The employee shall be paid for all travel time and travel mileage (excluding errand mileage not served) for which the employee would have been paid had the assignment been performed as scheduled.

The employee shall receive credit towards wage progression (seniority on the wage scale), paid time off or leave accrual, and benefit eligibility for the entire scheduled assignment.

## **SECTION 20.5: OVERTIME**

Employees required to work in excess of forty (40) hours in a week shall be paid overtime for such additional hours at the rate of one and one-half (1  $\frac{1}{2}$ ) times their regular hourly rate of pay. Paid leave time, union leave time, or any other time that is not actual hours worked shall not be considered time worked for the purposes of this section.

### SECTION 20.6: WEEKEND DIFFERENTIAL

Employees who are assigned to work hours on Saturday or Sunday shall receive fifty cents (\$0.50) per hour differential on top of their regular hourly wage.

## **SECTION 20.7: CARE DIFFERENTIALS**

# Total Transfer and/or Total Toileting Differential

All hours worked for clients who have Total Transfer authorized as a task on the Plan of Care and/or all hours worked for clients who have Total Toileting authorized as a task on the Plan of Care shall be paid a differential of twenty-five cents (\$0.25) per hour. To be eligible for this differential the employee must be authorized and must perform the task.

#### Nurse Delegation

Nurse delegated caregiver shall receive a differential of twenty-five cents (\$ 0.25) per hour for all hours worked for a client for whom the caregiver has been delegated a nursing task.

### Client Special Skills Behavioral Needs Differential

All hours worked for clients who have Behavioral needs that necessitate special skills to keep the client and/or others safe and are authorized as a task on the Plan of Care shall be paid an additional twenty-fives fifty cents (\$0.2550) per hour. Staff utilizing this differential shall be trained in proper care techniques to address behaviors appropriately as determined by the Employer.

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### **SECTION 20.8: L & I WORKER CONTRIBUTIONS**

The Employer will assume all costs associated with L & I insurance payments.

## SECTION 20.9: MENTOR, PRECEPTOR, OR TRAINER PAY

The Employer shall participate in any Mentor, Preceptor, and Trainer program during the course of this Agreement. A Homecare Worker who is assigned by the Training Partnership as a Mentor, Preceptor, or Trainer of other Homecare Workers or prospective Homecare Workers shall be paid an additional one dollar (\$1.00) per hour differential in addition to his or her regular hourly wage rate, and in addition to any other differentials or adjustments, for each hour that he or she works as a mentor, preceptor, or trainer. The Employer shall not be responsible for employing, paying, tracking, or verifying hours of mentor work.

## SECTION 20.10: ADVANCED TRAINING DIFFERENTIAL

## Advanced Training Differential (prior to February 2017)

Employees who have completed Advanced Training (discontinued in February 2017) to meet apprenticeship standards beyond the training required to receive a valid "Home Care Aide" certification (as set forth in the Training Partnership curriculum) shall continue to receive a differential of twenty-five cents (\$0.25) in addition to their hourly rate and differentials.

The Employer will continue to honor completed Advanced Training prior to February 2017 and Advanced Home Care Aide Specialist training at the time of hire for new employees with verification of completion from the employee or the Training Partnership.

### Advanced Training Differential

Employees who complete the Advanced Training (set forth in the Training Partnership Curriculum), as referenced in Article 21: Home Care Training and Certification, shall receive a differential of seventy-five cents (\$0.75) in addition to their hourly rate and other applicable differentials. Employees assigned by the Employer to receive Advanced Training will meet criteria set forth in Article 21 and must have completed their probationary period.

The Employer will honor completed Advanced Training and Advanced Home Care Aide

Specialist training at the time of hire for new employees with verification of completion from the employee or the Training Partnership. Employees participating in Advanced Training will be

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paid their regular hourly rate of pay by the Employer for all hours of training. It is the intent of the Employer to work with the Union on maximizing the number of workers that can be paid an Advanced Training differential.

The Employer will honor completed Advanced Training at the time of hire for new employees with verification from the employee or the Training Partnership.

The two Advanced Training differentials are not stackable.

#### SECTION 20.11: DIFFERENTIAL STACKING

Employees shall be eligible for all the wage differentials provided in this Article for which they qualify, and such differentials shall stack.

### SECTION 20.12: ADMINISTRATIVE LEAVE RATE

An employee may be placed on unpaid administrative leave, removed from client services, or be reassigned while an investigation is being conducted if the Employer determines the nature of the allegations require the employee to be placed on leave or removed from client services and/or if an outside agency investigation requires that the employee be removed from client services.

In cases of alleged client abuse or neglect, the employee may be reassigned at the discretion of the Employer.

In cases where an outside agency is investigating allegations of abuse, neglect, or serious employee misconduct, it shall be the responsibility of the employee to inform the Employer when such time as they have been made aware by the outside agency that the investigation has been completed within twenty-four hours of completion and the outcome of such investigation. In the case where the employee does not inform the Employer within twenty-four (24) business hours that the investigation is complete, no compensation will be paid. The employee will keep in touch with the supervisor by text or email during the investigation. If the employee does not communicate weekly, no compensation will be paid. The employee will sign a release of confidentiality for the supervisor to communicate directly to the investigating agency.

An Employee placed on Administrative Leave, and who is subsequently exonerated and/or

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reinstated, shall receive back compensation at their regular rate. Any back compensation received by the employee will be determined based on the average number of hours worked per week by the employee for the preceding sixty (60) days prior to placement of the employee on Administrative Leave. If it is determined that the employee is to be discharged based on the allegations, the Employer will not be required to pay any back compensation.

In any case, the employee may use accrued, earned leave as a substitute for leave without pay, until the outcome of the investigation and if not exonerated.

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# **ARTICLE 21: HOME CARE TRAINING AND CERTIFICATION**

## **SECTION 21.1: TRAINING PARTNERSHIP**

Recognizing our mutual commitment to development of a workforce capable of meeting the increasingly acute needs of the people served by home care and our encouragement of the development of human potential, the Employer will contribute to a fund for training and skills upgrading, known as the Training Partnership, pursuant to RCW 74.39A.009 and 74.39A.360.

The Training Partnership will possess the capacity to provide training, peer mentoring workforce development and other services to home care aides. The Employer shall become and remain a participating Employer in such a Partnership during the complete life of this Agreement, and any extension thereof.

There shall be established a "certification benefit" for the exclusive purpose of defraying the initial costs of certification and testing fees required by the Department of Health (DOH) or their testing agent for bargaining unit members to remain qualified to provide in-home care services. This benefit shall also be administered by the Training Partnership.

#### **SECTION 21.2: CONTRIBUTIONS**

The hourly contribution to the Training Partnership (Partnership) for training, and certification and testing fees shall be no less than the hourly training contribution rate established the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked but without the additional two cents of funding for the Advanced Home Care Aide Specialist Program and the Advanced Behavioral Home Care Aide Specialist Program. (Hereinafter the "Training Partnership Rate"). If the Training Partnership Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this section.

# Medicaid-Funded Hours Worked

Effective July 1, 20232025, the Employer shall contribute the Training Partnership Rate or forty-ninefifty- and one-half cents (\$0.495505). whichever is higher, to the Partnership for each Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to

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support the certification and testing benefit. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time-off, and training hours.

Effective July 1, 20242026, the Employer shall contribute the Training Partnership Rate or forty-eightfifty one and one-half cents (\$0.485515), whichever is higher, to the Partnership for each Medicaid Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time-off, and training hours.

The Employer agrees that all funds received by the Employer for purposes of training and certification will be provided to the Partnership.

## Non-Medicaid-Funded Hours Worked

Effective July 1, 20232025, the Employer shall contribute the Training Rate or forty-nine fifty-and one-half cents (\$0.495505) whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective July 1, 2026 the Employer shall contribute the Training Partnership Rate or fifty-one and one-half cents (\$0.515), whichever is higher, to the Partnership for each Medicaid Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time-off, and training hours.

Each paid visit-based service shall count as two (2) hours for the purposes of contributions to the Training Partnership.

Contributions under Section 21.2 shall be paid periodically as required by the Trust.

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# **SECTION 21.3 TRUST AGREEMENT**

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

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## **ARTICLE 23: SECURE RETIREMENT BENEFITS**

### SECTION 23.1: PARTICIPATING IN A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST

The Employer shall provide a defined contribution retirement benefit through the SEIU 775
Secure Retirement Trust ("Retirement Trust") and shall become and remain a participating
Employer in the Retirement Trust during the complete life of this Agreement, and any extension thereof.

#### **SECTION 23.2: CONTRIBUTIONS TO RETIREMENT TRUST**

The hourly contribution rate to the Retirement Trust shall be the hourly contribution rate established by the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the "Retirement Rate"). If the Retirement Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this Section 23.2.

## Medicaid-Funded Hours Worked

Effective July 1, 2023, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Medicaid-Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar (\$1.00) per Medicaid-Funded hour worked by all home care workers covered by this Agreement with six-thousand and one (6001) or more career cumulative hours; (ii) eighty cents (\$0.80), for each Medicaid-Funded hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and (iii) fifty cents (\$0.50) for each Medicaid-Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours. Medicaid-Funded hour(s) worked shall be defined as all compensable hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours.

Effective July 1, 20242025, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Medicaid-Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and twenty cents (\$1.20) per Medicaid-Funded hour worked by all

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home care workers covered by this Agreement with six-thousand and one (6001) or more career cumulative hours; (ii) eighty cents (\$0.80) for each Medicaid-Funded Hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and (iii) fifty cents (\$0.50) for each Medicaid-Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours.

Effective, July 1, 2026, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and sixty-five cents (\$1.65) per Medicaid Funded hour worked by all home care workers covered by the Agreement with eight thousand one (8,001) or more cumulative career hours, (ii) eighty cents (\$.80) per Medicaid Funded hour worked by all home care workers covered by this Agreement with seven-hundred one (701) up to but not including eight thousand and one (8001) cumulative career hours and (iii) fifty cents (\$.50) per Medicaid Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours.

#### Non-Medicaid-Funded Hours Worked

Effective July 1, 20212023, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for Each Non-Medicaid-Funded hour worked by all home care workers covered by this Agreement: (i) one dollar (\$1.00) per Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement with six-thousand and one (6001) or more career cumulative hours, (ii) eighty cents (\$0.80), whichever is higher, to the Trust for each Non-Medicaid-Funded hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and (iii) fifty cents (\$0.50) for each hour worked by all home care workers covered by this Agreement with less than seven-hundred and one (701) cumulative career hours. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in

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the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective July 1, 20242025, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and twenty cents (\$1.20) per Non-Medicaid Funded hour worked by all home care workers covered by this Agreement with six-thousand and one (6001) or more career cumulative hours; (ii) eighty cents (\$0.80) for each Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and (iii) fifty cents (\$0.50) for each Non-Medicaid Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective, July 1, 2026, the Employer shall contribute to the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Non Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and sixty-five cents (\$1.65) per Non Medicaid Funded hour worked by all home care workers covered by the Agreement with eight thousand one (8,001) or more cumulative career hours, (ii) eighty cents (\$.80) per Non Medicaid Funded hour worked by all home care workers covered by this Agreement with seven-hundred one (701) up to but not including eight thousand and one (8001) cumulative career hours and (iii) fifty cents (\$.50) per Non Medicaid Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours.

The Employer agrees that all funds received by the Employer for retirement benefits will be provided to the Retirement Trust.

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One Live-In paid shift shall count as eight (8) Non-Medicaid-Funded Hours for the purposes of contributions to the Retirement Trust.

Each paid visit-based service shall count as two (2) hours for the purposes of contributions to the Retirement Trust.

The Parties request that to the extent permissible by the Employees Retirement Income Security Act (ERISA), the Board of Trustees review and implement an emergency savings program as a voluntary feature of the Secure Retirement Plan.

The Employer agrees that all funds received by the Employer for retirement benefits will be provided to the Retirement Trust.

Contributions required by this Section 23.2 shall be paid periodically as required by the Trust.

## **SECTION 23.3: TRUST AGREEMENT**

The Employer and the Union agree to be bound by the provisions of the Trust's Agreement for the SEIU 775 Secure Retirement Trust, and by all resolutions, policies and rules adopted by the Trustees pursuant to the powers delegated. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to the document.

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# ARTICLE 30: LOBBY DAY / HOMECARE ADVOCACY DAY

The Employer agrees to grant up to two of its bargaining unit employees, based on a first-come, first-served basis, up to two (2) paid leave days each calendar year, as designated by the Union, for the purpose of public advocacy to improve the quality of long-term care. Employees will submit time off requests at least one week in advance of the event(s). 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.

Employees on paid leave for Union advocacy purposes shall receive their regular rate of pay and are to be compensated for the time spent at the event, or hours of missed their missed shift(s), whichever is longer.

Employees on paid leave for Home Care Lobby days shall receive their regular rate of pay for their regularly scheduled hours on that day, granted that employees' attendance can be verified by a Union representative. Such time shall not be counted for the purpose of overtime computation.

Within fourteen (14) calendar days of the Union advocacy event, the Union will forward to the Employer a list of employees who attended the advocacy event. The Union shall provide this information in a format specified by the Employer. Employees 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, but may use Paid Time Off if requested by the employee.

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## **ARTICLE 35: TERM OF AGREEMENT**

This Agreement shall be effective July 1, 2023 2025, for the Union and Concerned Citizens and shall remain in full force and effect, as amended by mutual written agreement of the Parties, through June 30, 2025 2027.

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

Negotiations for a successor Agreement for the Union and the Employer shall be conducted as industry-wide negotiations with the Union to commence no earlier than May 1, 20252027, and no later than two (2) weeks following Legislative approval or rejection of the pattern home care Agreement between the State of Washington and the Union. Should the Parties reach impasse and fail to reach agreement by June October 3031, 20252027, the Parties may agree to submit outstanding issues to interest arbitration.

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## **ARTICLE X2: PRODUCTION OF AGREEMENT**

The Employer and the Union support equal employment opportunity and affirmative recruitment to ensure a diverse workforce. In the event that the Employer hires any employees who have a preference to speak and read languages other than English, the Employer and the Union shall convene to discuss and agree on sharing the cost of producing and printing this Agreement into those languages to ensure inclusion and acknowledgement of employees who wish to read the contract in a language other than English.

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## ARTICLE XX IMMIGRATION-RELATED EMPLOYMENT PRACTICES

# SECTION X.1 ICE/DHS ACESSS TO THE WORKPLACE

The employer shall refuse access to immigration enforcement agencies and their representatives, including the Department of Homeland Security (DHS) and Immigration and Customs Enforcement (ICE), to any non-public areas of the workplace unless they provide a judicial warrant signed by a judge or magistrate.

The Employer shall notify the Union as soon as the Employer becomes aware that the DHS or any other federal government agent appears on or near the employment premises, to enable a Union representative or attorney to protect the rights of employees.

To the extent permitted by law, the Employer shall not infringe the privacy rights of workers by revealing to any immigration agent, including DHS or ICE, any employee name, address, or other similar information.

The Employer shall, as soon as practicable, and to the extent not prohibited by law, notify the Union of any immigration-related enforcement action by law enforcement or immigration officials, such as an I-9 audit, raid or detention, affecting bargaining unit members.

#### **SECTION X.2 INSPECTIONS AND AUDITS**

The Employer shall permit inspection of Form I-9s only after a minimum of three days written notice by the DHS or subpoena where the employee is specifically named and where the production of the I-9 Form is required; the Employer shall provide no documents, or other information about bargaining unit members, except Form I-9s unless required by a subpoena. The inspection may not occur in a location where the DHS or other immigration officials may likely interact with bargaining unit employees.

#### SECTION X.3 WORK AUTHORIZATION AND REVERIFICATION

The Employer shall not impose work authorization verification or reverification requirements greater than those required by law.

<u>I-9</u> retention policies. The employer will maintain employee I-9 forms in a file separate from personnel records, as required by law. The employer will not duplicate, either by photocopy, electronically or any other method, the documents provided by the employee in connection with the I-9 process, and will not retain any copies, however obtained, in any files. The employer will notify and bargain with the union before implementing any change to the retention of I-9 forms, including but not limited to retention on microfilm or microfiche.

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For purposes of verification or reverification, an employee shall not be considered a new hire as provided in 8 CFR § 274a.2(b)(1)(viii).

A worker going through the verification or reverification process shall be entitled to be represented by a Union representative. The employee shall have the right to choose which work authorization documents to present to the Employer during the verification or reverification process.

Upon request, the Employer agrees to meet and discuss with the Union the implementation of a particular verification or reverification process.

The employer shall provide the employees with a reasonable opportunity of not less than two weeks to present other documents as listed on Form I-9 to establish their employment authorization when DHS notifies the employer that certain employees do not appear to be authorized for continued employment.

Nothing in this provision shall be interpreted to limit the employee's rights to continued employment under the "receipt rule," which grants employees ninety (90) days to present to the company a replacement document of a previously issued but expired employment authorization.

### SECTION X.4 SSA NO-MATCH LETTERS OR OTHER NO-MATCHES

Except as required by law, a Social Security Administration "no-match" letter, a phone or computer verification of a no-match, or an IRS no-match shall not constitute a basis for taking any adverse employment action against an employee, for requiring an employee to correct the no-match, or for re-verifying the employee's work authorization. Upon receipt of a no-match letter, the Employer shall notify the employee and provide the employee and Union with a copy of the letter.

The employer will not contact DHS, the SSA, or any other governmental agency after receiving notice of a "no match" from the IRS.

#### SECTION X.5 CHANGE IN NAME OR SOCIAL SECURITY NUMBER

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

Except as prohibited by law, when an employee presents evidence of a change in name, social security number, or updated work authorization documents, the Employer shall modify its records to reflect such change and the employee's seniority will not be affected. Such change shall not constitute a basis for adverse employment action, notwithstanding any information or documents provided at the time of hire.

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#### SECTION X.6 PARTICIPATION IN E-VERIFY AND SIMILAR PROGRAMS

The Employer shall not participate in E-Verify or other similar federal, state or local program unless required by law.

If participation is required by law, or the Employer is already participating in E-Verify, the Employer shall:

Provide the Union a copy of its E-Verify of other Memorandum of Agreement with the relevant government agency;

Not use E-Verify except for new hires, unless required by law. For purposes of federal E-Verify, an employee shall not be considered a new hire as provided in 8 CFR § 274a.2(b)(1)(viii);

Not misuse E-Verify, including but not limited to verifying employment status before making an offer of employment and before hire; and

Provide copies of "tentative non-confirmation" notices, and any other relevant information, to affected employees.

### **SECTION X.7 WORK AUTHORIZATIONS ISSUES**

The Employer shall provide to the bargaining unit member and the Union written notification when it contends that the employee's work authorization documents or I-9 Form are deficient, or that the employee must reverify a work authorization, specifying:

the specific document or documents that are deemed to be deficient and why the document or documents are deemed deficient:

what steps the worker must take to correct the matter;

the employee's right to have a union representative present during the verification or reverification process and;

any rights which the worker may have in connection with the verification or reverification process under this MoU.

In the event that an employee does not provide adequate proof that they are authorized to work in the United States after their probationary or introductory period, and their employment is terminated for this reason, the employer agrees to immediately reinstate the employee to their former position, without loss of prior seniority upon the bargaining unit member providing proper work authorization documentation within 24 months from the date of termination.

## SECTION X.8 IMMIGRATION-RELATED LEAVE

The Employer shall not penalize an employee for an absence related to attendance of any

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immigration-related appointment, interview, or proceeding. Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend such immigration-related matters for the employee only.

If an extended leave of absence is necessary, the Employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within 24 months of commencement of an extended absence. The Employer may require documentation of appearance at such proceedings.

#### SECTION X.9 MANAGEMENT TRAINING

The employer shall train all managers and supervisors on the requirements of this Article within 15 days of its execution, and thereafter within 1 month of hiring any new manager or supervisor.

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# ARTICLE XXY: USE OF ARTIFICIAL INTELLIGENCE (AI)

#### SECTION XXY.1 PROHIBITED USES OF AI

The Employer shall not use Artificial Intelligence (AI) technology to monitor, track, or dictate driving routes, productivity metrics, or other aspects of employee performance without prior written consent from the Union.

#### SECTION XXY.2 NOTIFICATION AND BARGAINING REQUIREMENTS

The Employer shall provide written notification to the Union at least thirty (30) days in advance of any planned AI implementation. Upon notification, the Employer shall enter good-faith bargaining with the Union to address potential impacts of AI on working conditions, and privacy. The Employer agrees to provide the Union with complete and relevant information on any proposed AI system, including its purpose, scope, data collection parameters, decision-making processes, and potential impact on employment terms.

## SECTION XXY.3 DATA PROTECTION AND PRIVACY

The Employer shall not input, share, or utilize any personally identifiable information (PII) of bargaining unit employees—including names, Social Security numbers, addresses, or work histories—in any Al system without prior written Union consent. All data usage involving Al must comply with applicable laws, the collective bargaining agreement, and industry privacy standards, ensuring PII remains confidential, secure, and used only for authorized purposes. In the event of unauthorized access, misuse, or data breach involving bargaining unit data in Al systems, the Employer shall promptly notify the Union and implement corrective actions.

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# **APPENDIX A WAGE SCALE**

Cumulative Career Hours	July 1	<del>, 2023</del>	Janua	ory 1, 2024	July 1	<del>, 2024</del>	Januar	y 1, 2025
*	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate
0-2000	\$20.73	<del>\$20.98</del>	<del>\$20.9</del> 4	\$ <del>21.19</del>	\$21.25	<del>\$21.50</del>	\$ <del>21.57</del>	\$21.82
2001 4000	<del>\$20.90</del>	\$21.15	\$21.11	<del>\$21.36</del>	\$21.42	\$ <del>21.67</del>	<del>\$21.74</del>	<del>\$21.99</del>
4001 6000	\$21.05	<del>\$21.30</del>	\$21.26	\$21.51	\$21.58	<del>\$21.83</del>	<del>\$21.90</del>	\$22.15
6001 - 8000	<del>\$21.25</del>	\$21.50	<del>\$21.46</del>	<del>\$21.71</del>	\$21.78	\$22.03	\$22.10	\$22.35
8001 - 10000	<del>\$21.45</del>	\$21.70	<del>\$21.66</del>	\$21.91	<del>\$21.98</del>	\$22.23	\$22.31	<del>\$22.56</del>
10001 12000	\$ <del>21.72</del>	\$21.97	<del>\$21.94</del>	\$22.19	\$22.27	\$22.52	<del>\$22.60</del>	\$22.85
12001 14000	\$22.01	\$22.26	\$22.23	<del>\$22.48</del>	\$22.56	<del>\$22.81</del>	\$ <del>22.90</del>	<del>\$23.15</del>
<del>14001 - 16000</del>	\$22.71	\$22.96	\$22.94	\$23.19	<del>\$23.28</del>	<del>\$23.53</del>	\$ <del>23.63</del>	<del>\$23.88</del>
<del>16001 20000</del>	\$22.97	\$23.22	<del>\$23.20</del>	\$23.45	\$ <del>23.55</del>	\$23.80	\$ <del>23.90</del>	\$24.15
20001 - 24000	\$23.28	\$23.53	\$23.51	\$23.76	\$ <del>23.86</del>	\$24.11	\$24.22	\$24.47
24001+	\$23.53	\$23.78	<del>\$23.76</del>	\$24.01	\$24.11	\$24.36	\$24.47	\$24.72

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Cumulative Career Hours	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate
0-2000	\$22.62	<u>\$22.87</u>	\$22.73	<u>\$22.98</u>	<u>\$23.64</u>	<u>\$23.89</u>	\$23.78	<u>\$24.03</u>
2001 - 4000	\$22.80	\$23.05	\$22.91	<u>\$23.16</u>	\$23.83	<u>\$24.08</u>	\$23.97	\$24.22
4001 - 6000	\$22.97	\$23.22	\$23.08	<u>\$23.33</u>	<u>\$24.01</u>	\$24.26	<u>\$24.15</u>	\$24.40
6001 - 8000	\$23.18	<u>\$23.43</u>	\$23.30	<u>\$23.55</u>	\$24.23	\$24.48	<u>\$24.37</u>	\$24.62
8001 - 10000	<u>\$23.40</u>	\$23.65	<u>\$23.52</u>	\$23.77	<u>\$24.46</u>	\$24.71	<u>\$24.61</u>	<u>\$24.86</u>
<u>10001 - 12000</u>	\$23.70	<u>\$23.95</u>	\$23.82	\$24.07	\$24.78	<u>\$25.03</u>	<u>\$24.93</u>	\$25.18
12001 - 14000	\$24.02	\$24.27	\$24.14	\$24.39	\$25.11	\$25.36	<u>\$25.26</u>	<u>\$25.51</u>
14001 - 16000	\$24.79	<u>\$25.04</u>	\$24.91	\$25.16	\$25.91	\$26.16	<u>\$26.06</u>	<u>\$26.31</u>
16001 - 20000	\$25.07	\$25,32	\$25.19	\$25.44	\$26.20	\$26.45	<u>\$26.36</u>	\$26.61
20001 - 24000	\$25.41	\$25.66	<u>\$25.5</u> 4	\$25.79	<u>\$26.57</u>	<u>\$2</u> 6.82	\$26.73	<u>\$26.98</u>
24001 - 40000	<u>\$25.67</u>	\$25.92	\$25.80	<u>\$26.05</u>	\$26.84	\$27.09	<u>\$27.00</u>	<u>\$27.25</u>
<u>40000 +</u>	\$26.19	<u>\$26.44</u>	\$26.32	\$26.57	<u>\$27.38</u>	\$27.63	\$27.54	<u>\$27.79</u>

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