

SEIU 775 – First Choice In Home Care
2025-2027 CBA Negotiations
Current Contract Language

Time - _____

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:

1. Article 1 – Recognition
2. Article 5 – Client Rights
3. Article 7 – Seniority
4. Article 10 – Vacancies
5. Article 15- Leaves of Absence
6. Article 22 – Meal and Rest Periods
7. Article 24: Layoff and Recall
8. Article 25 – Management Rights
9. Article 27 – Modification of Past Practice
10. Article 28 – Severability
11. Article 29 – Successorship and Subcontracting

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

Tentatively Agreed To:

For the Union:

Date:

[Signature]
7/24/25

For the Employer:

Date:

Michael Howard
July 24, 2025

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Tentative
For the

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days from the date of the original notice of delinquency, the Union may request in writing that the Employer discharge the employee. Following receipt of such request, the Employer shall discharge the employee within sixty (60) calendar days of the date of the Union's request as long as the Employer can ensure the health and safety of the employee's client(s). The Employer shall provide written notice to the Union of such discharge within thirty (30) calendar days.

SECTION 2.3: DUES DEDUCTIONS

The Employer agrees to deduct from each bargaining unit employee's pay all authorized dues, fees, and assessments as determined 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 endeavor to remit the same to the local Union by Automated Clearing House (ACH) Payment within twenty (20) calendar days after the end of each month for which dues are deducted.

Deductions will begin by the start of the next payroll cycle following the receipt of the employee authorization at the employer's office or following receipt of employee deduction authorization updates from the Union. The employee can either sign the membership form electronically in the presence of the Employer through the Union's online registration system or sign the paper membership form. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) calendar days of execution of this Agreement, and thirty (30) calendar 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 Union will hold harmless and indemnify the Employer against any claim or obligation which

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[Signature]
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07-24-2025

may be made by any employee related to the deduction of Union membership fees, failure to become or remain a member of the Union, or Union demand that the Employer discharge an employee for those reasons, including the cost of defending against such claim or obligation.

SECTION 2.4: 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 to the Union, by which the Union will notify the Employer to cease deductions. 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 by Automated Clearing House (ACH) Payment to the Union and identified as COPE deductions, at the same time as the remittance of dues. Upon issuance and transmission of an ACH Payment 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 2.5 VOLUNTARY DEDUCTIONS


Upon receipt of an employee's signed payroll authorization form specifying that the employee agrees to make "voluntary deductions" separately coded from contributions to the Health Benefit Trust the Employer shall deduct and transmit voluntary contributions from each employee to the Union. The Employer shall deduct the sum specified from each employee's

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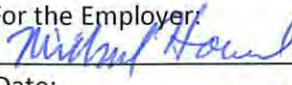
For the Union:

Date:


7-24-25

For the Employer:

Date:


07-24-2025

paycheck 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 to the Union, by which the Union will notify the Employer to cease deductions. The Employer shall remit the authorized voluntary contributions to the local Union at the same time as the remittance of dues by Automated Clearing House (ACH) Payment.

SECTION 2.6: ELECTRONIC SIGNATURE AND VOICE AUTHORIZATIONS


The parties acknowledge and agree that, consistent with the Electronic Signatures in Global and National Commerce Act (Pub. L. 106–229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96), the terms “authorize,” “authorized”, “authorization form” and “written authorization,” as used in this Agreement, include without limitation authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. Electronic records include electronically recorded phone calls, an online deduction authorization, or by any other means of indicating agreement so long as the Union can establish that such method is verifiable and allowable under state and federal law to the Employer’s satisfaction. The Union, therefore, may use electronic records and voice authorizations to verify Union membership, authorization for 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, 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 authorizations of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

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SECTION 2.7: BARGAINING UNIT INFORMATION AND REPORTING

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s) and a current home address on file with the Employer. The Employer shall endeavor to 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. Subject to the programming capabilities of the Employer's third-party vendor, the roster shall include each employee's:

Employee ~~number~~ Number

First Name

~~{Preferred~~ First Name by employee}

Middle Name

Last Name

Preferred Last Name

Preferred Pronouns

Social Security Number

Phone Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)

Mobile Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)

Address Type (Mailing, Physical)

Address 1


Address 2

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07-24-2025

SEIU 775 – First Choice In Home Care
2025-2027 – Complete CBA
Union-ER Proposal V01-V02 – 2025 05-30067 0623

Time - _____

City

State

Zip


- Address Last Updated
- Personal Email
- Birthdate
- Gender
- Preferred Language
- FTE status
- Original Hire Date
- Most Recent Hire Date
- Termination Date
- Reason for ~~termination~~ Termination
- “Last” or “Most Recent” Rehire Date (if applicable)
- Wage ~~rate~~ Rate
- Overtime ~~hours~~ Hours
- Mileage ~~amount~~ Amount (number of miles)
- Differential ~~rate~~ Rate (if applicable)

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- Paid ~~time~~Time off ~~Off hours~~Hours Paid
- Paid time off hours balance (rolling total should include the hours earned/used/forfeited on each row).
- Cumulative lifetime hours worked used for wage step determination (CCH balance – rolling total should include the hours worked on each row).
- Retro pay amount
- Retro pay hours
- Pay Period Start Date
- Pay Period End Date
- Pay Period Hours
- Dues deduction amount
- Voluntary Deduction 1 Type
- Voluntary Deduction 1 Amount
- Voluntary Deduction 2 Type
- Voluntary Deduction 2 Amount
- Voluntary Deduction 3 Type
- Voluntary Deduction 3 Amount
- Voluntary Deduction 4 Type
- Voluntary Deduction 4 Amount

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- Voluntary Deduction 5 Type
- Voluntary Deduction 5 Amount
- Gross pay
- Dues Assessable Pay
- Work location
- CBA Job classification

The Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or other reason.

At the time of the transmission of the bargaining unit roster submitted to the Union, the Employer will attempt to verify that the Employer's records accurately reflect the membership status of each employee listed and endeavor to identify any discrepancies between the roster and its records. The sum of the individual Union dues amounts in the Roster/Report shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster/Report shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

The formatting of the Roster and Deduction report and file naming convention shall conform to the 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.

Reports shall be securely transmitted electronically in a commercially available format to be

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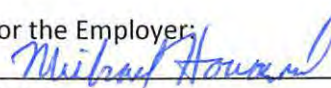
Date:



7-24-25

For the Employer:

Date:



07-24-2025

agreed upon by the Employer and the Union.

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

- Employee number
- First Name (preferred by employee)
- Middle Name
- Last Name
- Social Security Number

SECTION 2.8: DATA SECURITY

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that 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, including, but not limited to compliance with Article 30: Electronic Visit Verification (EVV), for the provision of pay and/or other employment benefits, or by a regulatory agency, a private insurer, or as 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 agrees to notify the Union within ten (10) calendar days if a third party has

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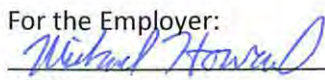
For the Union:

Date:


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For the Employer:

Date:


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requested release of any information about the entire bargaining unit, classification, or branch.

The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as necessary to comply with the provisions of this Agreement, for the provision of pay and/or other employment benefits, or by a regulatory agency, a private insurer, or as 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.

SECTION 2.9: DATA MAINTENANCE

The Union will conduct periodic audits of data related to membership form reconciliation, financial deductions, and BU information. The Employer will make its best effort to complete and/or reconcile the audit within fifteen (15) business days of receiving the audit from the Union.

SECTION 2.10: MEMBERSHIP FORMS

The Employer agrees to distribute membership forms for the Union in paper or electronic format at the time of hire. The Employer will electronically transmit copies of membership forms to the Union monthly with the submission of rosters/reports per Section 2.3 of this Agreement. If cards are mailed, copies of membership forms will be sent to the Union via certified/trackable mail.

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ARTICLE 3: UNION RIGHTS

SECTION 3.1: ADVOCATES

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 responsible for handling grievances and disciplinary issues with the Employer. The Union will promptly notify the Employer when an Advocate has been designated.

SECTION 3.2: ADVOCATE RECOGNITION

The Employer and the Union agree to compensate designated Advocates at their regular rate of pay for their involvement in contract enforcement, with the Employer and the Union each agreeing to pay half. No more than ten (10) Advocates can be designated by the Union for contract enforcement purposes at any one time. Contract enforcement is defined as reasonable, verifiable time spent in the course of an investigatory meeting called by the Employer, grievance meetings, labor management committee meetings including safety committee meetings, and other activities that benefit both the Union and the Employer and in services as mutually agreed upon by the Union and the Employer in advance. Time spent by worker representatives in new employee orientations, shall be considered hours worked for the purpose of healthcare eligibility only (i.e., not for contributions).

Advocates are obligated to inform their supervisors in advance when they will be utilizing advocate time and shall follow all of the Employer's scheduling policies and procedures to ensure client care coverage which takes precedence over Union activities.

SECTION 3.3: 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 settling. As such, representatives designated by the Union shall be permitted to attend the Employer's new employee orientations in person. New employees will be paid by the Employer during these times. Time spent by worker representatives in new employee orientations shall be considered hours worked for the purpose

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of healthcare eligibility (i.e., not contributions).

As part of its monthly dues report submittals to the Union, the Employer will provide a list to the Union of all new hires which includes the employee's preferred name, complete mailing address, home and cell phone number, email address and partial Social Security number in a secure manner.

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 so included.

Additionally, new caregivers may be scheduled to attend one thirty (30) minute "Union Time" presentation during the required basic training of homecare 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.

SECTION 3.4: 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 as approved in advance by the Employer and to the extent sufficient space is available to accommodate the request.

SECTION 3.5: ACCESS TO THE EMPLOYEE PERSONNEL FILES


An employee employed by the Employer at the time of the request, or the employee's Union representative, shall have the right to examine the employee's personnel file upon request. If the employee is not present, the employee shall provide written authorization to enable the representative to examine the file in the absence of the employee. Employees may request that a document be removed from their personnel file. 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 Employer may not deny to the Union, during the process of an open investigation of

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an employee grievance or potential grievance, any information reasonably requested by the Union in regard to the investigation of such grievance or potential grievance.

Upon confirmation from the employee and/or Union representative that they are unavailable to examine the employee's personnel file at the Employer's office, the employee may request that they Employer forward a copy of the personnel file within fourteen (14) calendar days. Alternatively, a copy of the employee's personnel file 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 benefits, in case of a dispute as to contributions and/or pay. The Union shall not be disruptive of the Employer's business in its exercise of this provision.

SECTION 3.6: EMPLOYEE COMMUNICATIONS

Should the Employer mail a paper newsletter directed at employees, the Union shall have the right to submit information for inclusion or distribution.

SECTION 3.7: WEBSITES

Websites maintained by the Employer that bargaining unit members might reasonably access to seek employment related information shall contain a link to this Collective Bargaining Agreement.

SECTION 3.8 BULLETIN BOARDS

The Employer will provide a bulletin board for union postings and place the board in an area easily accessible to

employees in each of the Employer's branch offices for union postings.


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 NEQ new employee orientation packet.

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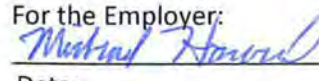
For the Union:

Date:


7-24-25

For the Employer:

Date:


07-24-2025

SECTION 3.~~89~~: MEETING ROOMS

The Union may use the Employer's meeting rooms of the Employer in its offices for Union meetings involving Union members employed by the Employer provided sufficient advance request for meeting facilities is made to the Employer and sufficient space is available to accommodate the request.

SECTION 3.~~910~~: 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. The Union will provide verification of hours to the Employer.

SECTION 3.~~1011~~: ~~HOME CARE ADVOCACY~~LOBBY DAY

The Employer agrees to grant up to twenty-five (25) of its bargaining unit employees, based on a first-come, first-served basis, cumulative portions of up to two 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. The Union shall designate in writing to the Employer the dates of the ~~public advocacy~~Lobby Day ~~-event(s)~~ at least fourteen (14) calendar days in advance. Employees will submit time off requests to the Employer at least one week in advance of the ~~public advocacy~~Lobby Day ~~-event(s)~~. Union Leave requests shall take client needs into consideration first, but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the employee concerning any difficulties in granting leave requests.

Employees on paid leave for ~~Union advocacy purposes~~Lobby Day(s) shall receive their regular rate of pay and are to be compensated for their time up to their regularly scheduled client care shift(s) on that day or days, not to exceed the total length of time the employees actually attend the ~~advocacy event~~Lobby Day(s), up to a maximum of eight hours per day.

Within fourteen (14) ~~calendar business~~ days of the ~~Union advocacy event~~Lobby Day(s), the Union will forward to the Employer a list of employees who attended the advocacy event ~~and written verification of the time those employees arrived and departed such event. The Union shall provide this information in a format specified by the Employer, and, when possible, written~~

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SEIU 775 – First Choice In Home Care

2025-2027 – Complete CBA

Union ~~ER-Union~~ Proposal ~~V01-V02~~ – 2025 05-236 029

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verification of the time those employees arrived and departed such events. Employees who requested lleave, but whose attendance is not verified by the records provided to the Employer and who did not report to work, shall be denied compensation for time spent at the ~~advocacy event~~Lobby Day(s), but may use Paid Time Off if ~~timely~~ requested by the employee.

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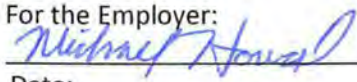
For the Union:

Date:


7-24-25

For the Employer:

Date:


07-24-2025

ARTICLE 4: EQUAL OPPORTUNITY AND NON-DISCRIMINATION

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, pregnancy or parental status, national or tribal origin, including Indigenous identity; language, ancestry, gender, sexual orientation or perceived sexual orientation, gender identity, gender expression, age, religion, creed, citizenship ~~or immigration~~ status, military or veteran status, 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 applicable agency regulations.

The Employer further agrees that it 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 recruitment efforts to ensure a diverse workforce. All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity.

The Employer will endeavor to treat all employees fairly and with dignity and respect.

SECTION 4.1: NO SEXUAL HARRASSMENT

The Employer will ensure that all employees are made aware of the Employer's harassment and sexual harassment policies and procedures and will endeavor to maintain a workplace environment consistent with those policies and procedures.

SECTION 4.2: NO DISABILITY DISCRIMINATION

The Employer will ensure that all employees are made aware of the Employer's written policies and procedures prohibiting discrimination on the basis of disability.

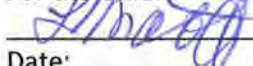
SECTION 4.3: NO WORKPLACE VIOLENCE

The Employer is committed to providing all employees a safe and healthy work environment and expressly prohibits workplace violence.

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Date:

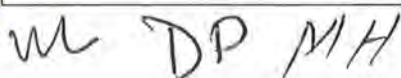
6/9/2025

For the Employer:



Date:

06/09/2025



SECTION 4.4: COMPLAINT PROCEDURE

The Employer has established a process for assisting employees who feel they have been subjected to workplace harassment, abuse, and/or discrimination. If an employee feels that they have been subjected to, or a witness of workplace harassment, abuse and/or discrimination, the employee should report the matter to their immediate supervisor and/or to the Employer's Human Resources Department.

Whether written or verbal, the employee's report should state specific details of the allegedly harassing, abusive, or discriminatory behavior.

The Employer must document and investigate all employee claims of workplace harassment, abuse, and/or discrimination, regardless of conflicting claims.

SECTION 4.5: NO RETALIATION

If an employee believes they are being subjected to any kind of negative treatment because the employee made a complaint or was questioned about a complaint, the employee must report the conduct immediately to their immediate supervisor and/or the Employer's Human Resources Department. The employee may also report these claims to the Union for support.

SECTION 4.6: CONFIDENTIALITY

All complaints of harassment, abuse, and/or discrimination reported to the Employer will be treated confidentially to the extent possible, except as needed to conduct a fair and thorough investigation. The investigation will include a private interview with the person filing the complaint and witnesses, to the extent the Employer deems it necessary.

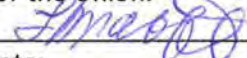
~~SECTION 4.7: IMMIGRANT SAFETY AND PRIVACY~~

~~The Union is obligated to represent all employees without discrimination based on national or ethnic origin. The Union is therefore obligated to protect employees 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 addition to operating within all parameters and specific conditions set in its private compliance agreement with federal, state, and local regulatory officials.~~

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Tentatively Agreed To:


For the Union:



Date:

6/9/2025

For the Employer:



Date:

06/09/2025

~~To the extent permitted by law and reasonably practicable, the Employer shall notify the Union as quickly as possible, if any ICE agent contacts the agency, to enable a Union representative or attorney to take steps to protect the rights of employees. Additionally, to the extent permitted by law and reasonably practicable, the Employer shall notify the Union as quickly as possible, upon receiving notice from ICE, or when a SSA audit of employee records (for any purpose) is scheduled or proposed, and shall provide the Union with any list received from such governmental agencies identifying employees with documentation or Social Security problems.~~

~~To the extent permitted by law and reasonably practicable, the Employer shall notify the affected employee and the Union in the event it furnished an employee's name, address, or similar information to ICE.~~

~~To the extent permitted by law and reasonably practicable, the Employer may allow for paid or unpaid leaves of absence for any employee who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and Procedures and consistent with all state and federal leave requirements. The decision of whether to grant the leave and the maximum duration of the leave shall be determined in the Employer's sole discretion. To the extent permitted by law, employees shall not be discharged, disciplined, suffer loss of seniority, or any other employment benefit by a lawful change of name or Social Security Number.~~


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Tentatively Agreed To:

For the Union:


Date: 06/09/2025

For the Employer:


Date: 06/09/2025

ARTICLE 6: PROBATIONARY PERIOD

The first ~~one hundred and twenty ninety ninety~~ ninety (12090) calendar days of employment or re-employment shall be the probationary period for all new —and returning employees. ~~The Employer may extend the probationary period for up to an additional 30 calendar days. Such an extension must be presented to the employee in writing along with a written explanation of the reason(s) for the extension. The Employer shall not unreasonably or arbitrarily extend a probationary period.~~ The Employer may extend the probationary period for up to an additional 30 calendar days. Such an extension must be presented to the employee in writing along with a written explanation of the reason(s) for the extension. The Employer shall not unreasonably or arbitrarily extend a probationary period. During this period, the Employer shall provide specific orientation to the job performance expectations, to the Agency and to the Agency's services and programs, and to the clients served by the Agency. Supervisors shall monitor performance during this time and will provide feedback to the employee to help the employee successfully complete the probationary period. If requirements of the job are not being met, the Employer shall seek to identify and correct performance issues with the employee and confirm their understanding of the issue when possible. If satisfactory improvement does not result, the probationary employee may be disciplined or discharged at the Employer's discretion without further notice or recourse to the grievance procedure. The discipline or discharge of an employee who is in probationary status shall not be in violation of this Agreement. Probationary employees are covered by the terms and conditions of this Agreement except as specifically noted and retain the same legal rights as other employees under the National Labor Relations Act and applicable State and Federal laws. Employees completing the probationary period shall be credited with seniority retroactive to date of hire.

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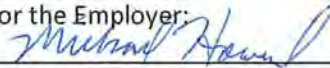
For the Union:



Date:

07/31/2025

For the Employer:



Date:

07/31/2025

ARTICLE 8: DISCIPLINE AND JUST CAUSE**SECTION 8.1: JUST CAUSE, FORMS OF DISCIPLINE, AND RIGHT TO REPRESENTATION****Section 8.1.1: Just Cause, Progressive Discipline, and Serious Misconduct**

Non-probationary employees may only be disciplined or discharged for just cause. For purposes of this Article, “just cause” is defined as evidence of misconduct or negligence which the Employer investigated in good faith. All employees must be treated equally and the level of the discipline shall be proportionate to the nature of the offense. Communications between the Employer and employees about disciplinary matters shall be respectful. Discipline shall be administered for the general purpose of improving employee performance and to deter further misconduct or negligence. The Employer will strive to identify specific corrective action(s) that the employee is expected to take to improve their performance.

Progressive discipline shall be used for repeat occurrences of employee misconduct, with the general progression as follows:

- Documented verbal warning(s)
- Written warning(s)
- Employment Discharge
- ~~Employment Discharge~~

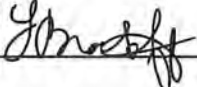
In the case of serious misconduct, or for disqualifying crimes as defined in statutes applied to the licensed provision of home care services, the Employer may, bypass any one or all of the steps of progressive discipline.

Section 8.1.2: Fact-finding

Prior to issuing any form of disciplinary action to an employee, the Employer will investigate and gather facts surrounding the incident or conduct at issue and attempt to speak with the employee. If the employee is unable to speak English, the Employer will encourage the

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employee to call the SEIU Member Resource Center to see if an interpreter is available to participate in the fact-finding meeting.

The Employer will notify the employee at the beginning of the fact-finding meeting that it may lead to disciplinary action. The Employer will advise the employee of their right to request the presence of an Advocate or Union representative. If an employee requests the participation of an Advocate or Union representative, the Employer will allow time for the employee to seek representation. The Employer will provide the employee with the Member Resource Center's phone number and a reasonable period of time, generally within two (2) business days to when the participating Advocate or Union representative and employee are available. The Employer has discretion to offer an extension on scheduling the fact-finding meeting to accommodate the employee.

The unavailability of an Advocate or Union representative for a meeting date shall not unreasonably delay or otherwise impede the Employer's investigation or decision to take disciplinary action. In the event the Employer requests a written statement in lieu of, or in addition to, an in-person meeting, the Employer shall notify the employee of the employee's right to consult their Advocate or Union representative prior to submitting the statement.

SECTION 8.2: WRITTEN NOTIFICATION OF FORMAL DISCIPLINARY ACTION/DISCHARGE

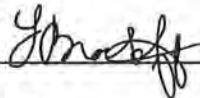
In the case of any written warning or discharge for just cause, the Employer shall provide a copy of the written warning or discharge to the employee, stating the reasons for the discipline or discharge. The document shall include a line for the signature of the employee and the immediate supervisor 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. You may have the right to contest this action through

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filing a grievance, if you believe this action violates the Union contract. You may contact your Union advocate or the SEIU 775 office at 1-866-371-3200.”

The lack of the employee’s signature on the written warning or discharge notice shall not be grounds for nullifying or challenging the notice or any ensuing disciplinary action where reasonable evidence shows that the Employer attempted to inform the employee of the investigation, pending or actual corrective action.

All corrective action shall be taken within fourteen (14) business days from the date the Employer had knowledge of the information giving cause for the corrective action and/or the Employer and/or another outside entity has completed an investigation that results in corrective action.

The Employer will directly deposit a discharged employee’s final paycheck into the employee’s bank account on the next available payroll date based upon the Employer’s published payroll schedule. This final paycheck will include payment for all hours worked and not paid, as well as payment for any accrued Paid Time Off (PTO).

SECTION 8.3: PAID LEAVE WHILE SUSPENDED

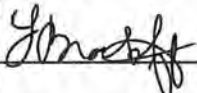
Employees who are suspended for disciplinary purposes may use any accrued, paid leave during their period of suspension.

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 the Employer’s business activity. Should a client complaint be involved, the Employer will attempt to provide a copy of the client’s written complaint, or the Employer’s summary of the complaint, if any, with all identifiers removed, so long as the removal of identifiers adequately protects the confidentiality rights of the client

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and the provision of the complaint does not violate federal, state, and/or local laws or regulations.

SECTION 8.5: EMPLOYER RULES

The Employer may establish reasonable work rules necessary to manage employee conduct at work. Work rules shall be reviewed with new employees and made available to all employees. The Employer may require new employees to sign a form provided by that Employer to confirm their understanding of the work rules.

The Employer will notify all employees upon hire how to access the current Employee _

Handbook on the Employer's webpage and will provide a physical copy of the Employee Handbook to all employees upon request.

~~Handbook to all employees upon request.~~

If the Employer proposes changes to work rules that are a mandatory subject of bargaining, the Employer will advise the Union of the proposed changes thirty (30) days in advance and the Union reserves the right to bargain such changes.

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 the Employer. A copy of part or all of the employee's personnel file 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 personnel file maintained in the Employer office, at a mutually agreeable time and date; files

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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 regarding any material in their file. Such 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.

Should the employee maintain an employment record for one (1) year without any serious misconduct or other disciplinary actions by the Employer, all identified negative materials will not be considered for progressive discipline purposes. This provision shall not apply to corrective action issued for client abuse or financial exploitation, client neglect, sexual, racial or discriminatory harassment, medication errors, or other behavior that violates state or federal law or that may expose the Employer to liability.

SECTION 8.7 ADMINISTRATIVE LEAVE

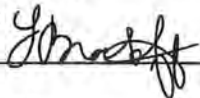
An employee may be placed on administrative leave (i.e. investigatory suspension), removed from client services, or be reassigned while an investigation is being conducted if the Employer determines the nature of the allegations require the employee to be placed on leave or removed from client services and/or if an outside agency investigation requires that the employee be removed from client services. Administrative leave may also be applied for mandatory background checks. In cases of client abuse or neglect, the employee may be reassigned with their consent; otherwise, administrative leave will be used. The Employer shall not be required to reassign such employees until the conclusion of the Employer's and/or outside agency's investigation. However, it is understood that on a case-by-case basis, the Employer may conduct its own investigation so long as it follows guidelines set forth by the outside agency.

The employee may use accrued, earned PTO during an investigatory suspension.

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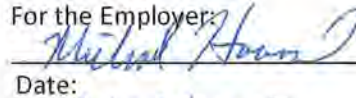
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In cases where an outside agency is investigating allegations of abuse, neglect, or serious employee misconduct, it shall be the responsibility of the employee to inform the Employer of the outcome of the investigation when they are notified by the outside agency that the investigation has been completed. All employees who are placed on suspension due to an allegation reported to APS/CPS will be provided general information about the APS/CPS investigation. The Employer will provide the employee with written notice of the suspension which includes contact information for the Member Resource Center and advise that they may be eligible for unemployment benefits for the duration of the investigation. Employees are encouraged to contact APS/CPS regularly to get updates about the investigation and provide the Employer notification of the outcome of the investigation.

If the investigation indicates that the disciplinary action is unnecessary, the Employer will make reasonable efforts to assign suitable and available client hours, until the employee is 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, the Employer by an employee or the Union, involving the Employer's alleged violation of the terms of this Agreement and/or the Employee Handbook and/or the Employer's Policies and Procedures of the Employer.

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. The Union and the Employer are mutually committed to resolving disputes expediently at the lowest level possible. Time limits may be extended or waived at any step of the grievance procedure by mutual written agreement of the parties.

Grievances concerning discharge or discrimination shall be filed initially at Step Two. Grievances claiming the same alleged conduct involving two or more employees who work during the same time frame may be combined into a group grievance and shall be initially filed at Step Two, as outlined in Section 9.4 of this Agreement.

The party awaiting a response at any step may advance the grievance to the next step once the time limit expires. 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 conduct meetings in-person, by phone or video conference, or may waive meetings by mutual agreement.

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 of the Agreement, the Employee Handbook, the Employer's Policies and Procedures, or past practice that is not specifically addressed in this Agreement;
- (c) when the alleged act(s) occurred;

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For the Union:

Date:

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For the Employer:

Michael J. Fawcett

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06/27/2025

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

(e) the specific Article or provision of this Agreement or the specific provision of the Employee Handbook or the specific Policy and Procedure alleged to have been violated; and

(f) the remedy proposed to attempt to resolve the grievance.

Email is a valid form of notification under this Article. 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 shall be handled in the following manner:

~~Step~~ **STEP ONE:** The grievant, advocate and/or Union staff representative shall present a grievance in writing to the grievant's immediate supervisor (or Designee) within ~~fifteen-thirty~~ (1530) calendar days from the date of the occurrence or from the date the alleged violation first became known, whichever is later.

The parties will typically meet to discuss the issue within ten (10) calendars days from receipt of the written grievance.

An Employer representative shall respond in writing to the grievance within ten (10) calendar days of the meeting date to agree to resolve or deny the grievance. The Employer representative's response shall be addressed and sent to both the grievant and the Union. Should the Employer representative fail to respond within this time frame, the Union has the right to advance the grievance to Step Two.

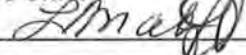
STEP TWO: If no resolution or settlement is reached between the grievant and the Employer, the grievant or the Union may file a written appeal of the Employer's decision in Step One to the appropriate Program Director or the Employer's designated representative. The grievant or Union shall file this written appeal within fifteen (15) calendar days after receipt of the Employer's decision or failure to respond from Step One. The ~~parties-Parties~~ will typically meet to discuss the issue within ten (10) calendar days from receipt of the written grievance.

The Employer representative's response shall be addressed to the grievant and the Union. The Employer representative's response shall be final and binding on the employee, the Union, and

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the Employer unless it is timely appealed to arbitration or mediation by the Union in accordance with this Article.

MEDIATION (OPTIONAL) If the grievance is not resolved through the process provided in Step One or Step Two, the Union and the Employer may agree to mediate the grievance. Notification must be sent to the Employer within fifteen (15) calendar days after the Step Two Employer representative's decision has been issued or was due. Mediation shall be conducted by the Federal Mediation and Conciliation Service (FMCS) or a mediator the Parties mutually agree 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, will be reduced to writing, signed by the Parties, and 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 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.~~ 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. If mediation is 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) fifteen calendar days after the date the grievance is presented to the Employer as provided in Step Two, or within fifteen (15) fifteen calendar days after an unsuccessful mediation, or if no response is received by the Union within the prescribed time limits, then the Union shall have the right, within the next fifteen (15) calendar days, to advise the Employer's designated representative that the Union is forwarding the grievance to a neutral arbitrator for final and binding settlement. The time limits for filing

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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, and not later than five (5) calendar days from receipt of the request by the Union for arbitration, the Parties shall select an arbitrator as follows:

- a) The Federal Mediation and Conciliation Service (FMCS) shall provide a list of five (5) arbitrators to the Union and to the Employer.
- b) 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:

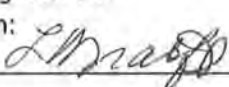
- a) Adjudication of the grievance setting forth the issue or issues to be arbitrated;
- b) Interpretation of the specific terms of this Agreement, Employer policy or procedure, or past practices of the Employer which are applicable to the particular issue presented to the arbitrator;
- c) The rendering 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 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.

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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. Witness fees shall be borne by the party calling such witness.

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ARTICLE 11: LABOR-MANAGEMENT COMMITTEES

SECTION 11.1: PURPOSE

The Parties shall establish a Labor Management Committee ("the Committee") in this Agreement. The purpose of the Committee 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 specific to the Employer and throughout the industry; provided, however, the Committee shall not engage in negotiations, nor shall the Committee consider matters which are the subject of a grievance, unless mutually agreed by the Parties.

SECTION 11.2: COMPOSITION, SCHEDULE, AND PROCESS

The Committee shall be composed of up to six (6) Union representatives, including a health and safety representative, and up to six (6) Employer representatives. In addition, the Executives of the organization, or their designees, may attend the meetings. Other provisions for the Committee 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 annually, or as mutually agreed, at a time mutually convenient to the Union and the Employer.
- c) Employees will submit time off requests to the Employer at least one week in advance of their service on the Committee.
- d) The Union and the Employer co-chairs for the Committee will prepare an agenda to be presented to the Committee at least three (3) working days prior to the scheduled meeting.
- e) Employee Committee members will be paid their regular rate of pay for participation for any scheduled hours of work that the worker foregoes by service on a Committee by the Employer and Union, ~~who will each pay half~~ who will each pay half. Such paid leave time shall be counted as "hours worked" and credited towards the employee's Cumulative Career Hours and will be reported for purposes of health care eligibility only (i.e., not for Union contributions). The Union shall pay any travel expenses for the participation of their representatives on the Committee.

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For the Employer:

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f) The Union shall present minutes of the meetings will to the Employer within thirty (30) calendar days after the Committee meeting or at the following Committee meeting by agreement.

g) The Committee will address each recommended agenda item in writing to the members of the Committee within one (1) month.

SECTION 11.3: INTERPRETATION

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, and/or Employer policies in full or in part (as individual articles or as summaries) to other languages besides English.

SECTION 11.4: EMPLOYEE HANDBOOK

Should the Employer modify an existing Employee Handbook (separate from this Agreement), the Employer shall allow its Labor Management Committee an opportunity to review the Handbook changes. The Union shall have the right to demand to bargain over any mandatory subjects of bargaining included or proposed in such a Handbook.

SECTION 11.5: HOME AND COMMUNITY-BASED CARE SERVICES

The Parties share an equal stake in advocating for improvements in the quality of care with the regulators, the State, the Legislature, and the Congress, and in building workforce development programs which prepare caregivers and employers to meet the challenges of providing service to Agency clients. Recognizing our common interests, the Employer agrees to join the Union in convening a forum for unionized Employers as mutually agreed to discuss matters of mutual interest.

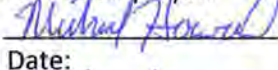
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For the Union:


Date: 6/9/2025

For the Employer:


Date: 06/09/2025

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 (including mental health) or safety of employees or clients. No employee shall be required to work in any situation that would threaten or endanger the employee's health or safety. Prior to an assignment, the Employer will endeavor to notify employees of any known health or safety risks and challenging behaviors included in the client's care plan or otherwise documented by the Employer. Such health and safety risks include, but are not limited to: bodily harm to another employee; threatening behavior of the client or persons in the household to another employee; sexual harassment of another employee by the client or by persons in the household; offensive behavior directed toward another employee or any other situation that constitutes a threat to the employee's health (including mental health) and/or safety. If an employee reports conduct that threatens their health and/or safety to their supervisor and requests reassignment, they are not required to give two weeks' notice to be reassigned. The Employer may not terminate an employee, reduce the pay of an employee, or not offer future assignments to an employee for requesting reassignment due to alleged discrimination, abusive conduct, or challenging behavior.

The Employer shall 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. The policy shall be available in at least the following languages,

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For the Employer:

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English, Spanish, Amharic, and Swahili. ~~Russian, Korean, Vietnamese, Traditional and Simplified Chinese and Somali.~~

The Employer shall notify employees if ~~the a~~ client is a registered sex-offender to the extent the Employer is aware of the same. The employee will immediately report to their Employer any working condition that the employee believes threatens or endangers the health or safety of the employee or client.

If the supervisor or other Employer representative deems a situation to be unsafe, and the employee is directed to leave the client's home, the Employer will work to find the affected employee a substitute position to make up for the hours scheduled during the same pay period. Employees shall not be required to make up the hours the same day as the reported incident. In the event the Employer is unable to find a substitute shift, the Employer will pay for the full shift up to two hours at the employee's regular rate of pay. If the employee no longer serves the client, the Employer shall make reasonable attempts to reassign the employee to another client.

Following receipt of a 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. If the client continues to be served by the Employer, the Employer will make sure any subsequent employees are informed of health/safety issues, and provided with the information, training, equipment, or direction necessary to address any future incidents in a safe manner.


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

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must be kept for at least five years following the reported act.

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.

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.

SECTION 12.2: SAFETY EQUIPMENT AND SUPPLIES

No employee shall be required to provide at the employee's 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 safety supplies or materials, the employee will report the situation immediately to their supervisor. Employees will be reimbursed for purchases of Personal Protective Equipment approved by the Employer.


Caregivers shall be provided updated care plans for their assigned clients, inclusive of notification of all known health conditions, with particular attention to conditions requiring additional safety precautions, including but not limited to smoking indoors, bed-bugs, HIV/AIDS, MRSA, C. diff. The

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2025-2027 – Complete CBA

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Employer will make a good faith effort to provide and/or advocate to the client's State Case Manager to provide assistive technology, (e.g., Hoyer lift, lift/gait belts, etc.) for client transfer and will facilitate training employees for their use when the equipment is available at the client's home.

~~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 AND SUPPLIES

No employee shall be required to provide at the employee's own expense cleaning equipment, supplies, or protective garments to perform any task for a client. If such a situation arises where there are insufficient cleaning equipment or supplies, the employee will report the situation immediately to their supervisor. Employees will be reimbursed for purchases of cleaning equipment and supplies approved by the Employer.

SECTION 12.4: VACCINATIONS

The Employer shall offer 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 flu shots, tuberculosis (TB), COVID-19 (and its variants), Hepatitis A and B, and pneumonia vaccinations for employees who request them and who are not otherwise covered by health insurance.

SECTION 12.5: SAFETY COMMITTEE

The Employer maintains a plan to prevent and protect employees from abusive conduct, to assist employees working in environments with challenging behavior, and work to resolve issues

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

Tentatively Agreed To:

For the Union:

Date:

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7-24-25

For the Employer:

Date:

Michael H. Hauer
07-24-2025

impacting the provision of personal care. This plan should be reviewed annually and updated at least once every three years. The plan shall be developed and monitored by a Workplace Safety Committee. The committee shall also make recommendations on how and with what frequency to communicate the plans and procedures developed on the committee to the bargaining unit. The Labor Management Committee for the Employer shall function as its Workforce Safety Committee, consistent with applicable state and/or federal laws. Participation in a Workplace Safety Committee shall be considered as “hours worked” and credited towards the employee’s Cumulative Career Hours and will be reported for purposes of health care eligibility only (i.e., not for Union contributions).

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 after hours in cases such as, but not limited to, illness requiring the employee to miss an assigned shift, client emergencies requiring extra hours, situations which cause the employee to feel unsafe or uncomfortable due to client behavior or conduct, etc.

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 as long as the employee contacts their supervisor immediately, before or after calling 9-1-1 as determined by the employee.

If the employee believes the client may be in danger, the employee shall immediately call 9-1-1 or other emergency services.

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SECTION 12.8: ANNUAL SAFETY TRAINING AS PART OF CONTINUING EDUCATION

HEALTH AND SAFETY TRAINING:

The Parties will 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 may leave the client's home without fear of retaliation or disciplinary action, as long as they have ensured their client's safety.

~~Caregivers shall be granted leave with pay for shifts when they are unable to report to their client's home because of natural disasters or emergencies beyond their control.~~

C. In the event of a declared emergency, the LMC agrees to convene within a reasonable time after the event to address the impacts of the emergency on working conditions.


~~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 preparedness kit and an emergency communication plan.~~

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

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For the Union:

Date:


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For the Employer:

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07-24-2025

ARTICLE 13: PAY RECORDS AND PAY PERIODS

SECTION 13.1: CHECK STUB

Employees shall be furnished with a copy of an electronic record showing their itemized deductions each pay period, which shall include the current hours worked, accrued time off for eligible employees, current wages earned, current wage rate, cumulative wages to date, cumulative career hours (this will be added by July 1, 2026). ~~If the Employer's payroll system does not have the capability to include the cumulative career hours, the Employer will send employees notifications with their cumulative career hours each time the employees move to the step on the pay scale. (this will be added to the electronic record on or before this Agreement's ratification)~~, mileage paid, duly authorized dues, COPE and voluntary deductions, and any regular itemized deductions, in accordance with the Employer's payroll procedures. Payroll information provided to employees by the Employer shall be provided in a format that is clear and easily understood. The Employer agrees to identify cumulative hours worked as of the end of the pay period on the paystub or other platform accessible to employees.

SECTION 13.2: PAY PERIOD

Payment of wages shall be twice monthly on the 1st and 15th of each month unless the pay schedule is altered by agreement between the Parties. If a payday falls on a Saturday, the check will be distributed the preceding Friday. If a payday falls on a Sunday, checks will be distributed on the following Monday, unless the Monday distribution date is one of the recognized holidays, or a day when the Employer's office is scheduled to be closed for business; in such case, the checks will be distributed on the preceding Friday or immediately preceding business day. Should an employee fail to turn in the Timesheet and Task Sheet on or by the date required, the Employer will not guarantee that the hours will be paid until the pay period following the submission of the Timesheet and Task Sheet, except in the case of an emergency beyond the control of the employee. Timesheets and Task Sheets are electronic or paper as the Employer determines (See Article 30: Electronic Visit Verification (EVV) for information on Employer requirement to utilize EVV to record employee time and tasks).

Timesheets/Task Sheets are due on or before the end of the pay period in which the shifts were worked.

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The Employer shall make an annual payroll schedule available to all employees on its website, containing payroll dates and pay period due dates for submission of timesheets.

SECTION 13.3: CHECK CORRECTIONS

In the event an employee does not receive their paycheck on payday or is underpaid due to administrative error, a new check shall be issued within (3) business days following notification by the employee. If the underpayment is for a small amount, the Employer may ask the employee if the corrected amount may be paid on the next paycheck.

SECTION 13.4: DIRECT DEPOSIT

Direct deposit is required for all employees. All payments in an electronic payroll system will be made by direct deposit or by pay card for employees who elect pay cards. Paystubs will be maintained and distributed in an electronic format. The Employer shall provide computer access at each of its offices for employees to access their pay records. This computer access shall be available on request, provided such requests occur during regular business hours. Any reference to "paycheck" in this Agreement shall mean the direct deposit or pay card payment and/or the associated electronic payroll statement.

In the event that the Union establishes a credit union or other financial institution during the term of this Agreement, the Employer agrees to facilitate institution of direct deposit of all paychecks through the Union's designated credit union upon authorization from the employee(s).

SECTION 13.5: ADVANCE PAYMENTS

In case of personal financial emergency, limited to once every six months, non-probationary employees may submit a request to access up to one-half of the money to be earned on the next available paycheck, less payroll taxes, at no cost to the employee. The Employer may not require that employees submit a reason for the request. If the employee quits or is discharged before the advanced money is earned, the employee shall repay the Employer the amount, no greater than half of one week's wages, within 6 months of ending employment.

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For the Union:

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For the Employer:

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ARTICLE 14: JOB DESCRIPTIONS AND CARE PLANS

All employees will be provided with a written job description stating what will be required of them in the job position and classification. In order to help assure the best quality and continuity of care, upon assignment to a client, the Employer's designated representative will review a detailed care plan (service plan) with the employee describing what specific care is required for the assigned client. Employees may request to come into the Employer's office to review the assigned client's DSHS Current Annual Assessment Details or a videoconference can be requested when practical. ~~Employees shall not be required to sign a care plan before they first review it with a Employer's designated representative and the representative confirms that the caregiver and the client understand the plan.~~ Employees are not authorized to make any changes to the care plan. If a client requests an employee to perform tasks outside the scope of the care plan, the Employer will work to ensure a clear understanding between the client and the employee of the -specific tasks the employee is authorized to perform.

Any significant changes to client care plans will be reviewed with the assigned employee(s) by the appropriate supervisor, who shall identify and offer any further training needed by the employee(s) to meet the changed client need(s). Upon request by a client and/or their assigned employee, Employer will facilitate the employee's access to training on the use of the client's medical equipment (e.g., a ~~hoyer~~ Hoyer lift).

The Employer shall communicate to employees any dangers the Employer is aware of before assigning them to a client location in accordance with the Long-Term Workers Law, RCW 49.95 et seq.. Such communications will also be tailored to respect the privacy of clients in accordance with HIPAA and other Federal and State statutes and regulations. Management and employees will endeavor to discuss in the Safety Committee (LMC) meeting how such communications can be tailored to meet privacy requirements as well as the safety of employees and the legal ~~requirments~~ requirements.

If an employee contacts a supervisor to raise concerns, to request additional training, or has questions about the plan of care, the Employer will endeavor to follow-up with the employee prior to that employee's next shift with the client to assess the employee's assignment, including compatibility, workplace environment, questions the employee may have about the client or the

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client's care plan and anything else which could improve quality care. Employees are always encouraged to contact their supervisor with questions or to report concerns.

The Employer will promptly respond to concerns reported by an employee about unsafe or unhealthy working conditions and will work with the client to address work environment concerns.

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For the Union:



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ARTICLE 16: HOLIDAYS

SECTION 16.1: RECOGNIZED HOLIDAYS

The following days shall be recognized as holidays:

- a) New Year's Day
- b) 4th of July
- c) Labor Day
- d) Thanksgiving Day
- e) Memorial Day
- f) Christmas Day

g) Juneteenth (starting July 1, 2026)

Employees may schedule any holiday as a day off without pay, provided mutually acceptable arrangements have been made with the ~~employee's~~ employee's supervisor to ensure adequate care is available for clients requiring care during the holiday period.

SECTION 16.2 SCHEDULING AND HOLIDAY PAY

Employees who are assigned by the Employer to work on Holidays listed in Section 16.1 shall receive their regular rate of pay calculated at the overtime pay rate of time-and-a-half regular pay (1.5X) for hours worked on those days. ~~From January 1, 2024 through June 30, 2024 only, "Regular rate of pay" is defined as the employees' base wage inclusive of the applicable COVID19 hazard pay wage enhancement, all of which is subject to the overtime pay rate. For all other periods of this Agreement, "Regular rate of pay" is defined as the employees' base wage only, and does not include COVID-19 hazard pay (available from July 1, 2023 through December 31, 2023), which the Employer will pay separately as a wage enhancement not subject to the overtime pay rate.~~ Employees desiring to take off any holidays above shall notify their supervisor at least two (2) weeks in advance.

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Tentatively Agreed To:

For the Union:

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For the Employer:

Date:

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07-24-2025

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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. The Employer will endeavor to schedule client assignments which occur on a single day in succession of one another, taking client care needs into account.

Employees who use public transportation or ride share programs for travel between assigned work locations or clients shall be paid their regular rate of pay per hour, for a period of time not to exceed the time which would have normally been spent in a personal vehicle.

Mileage Reimbursement

Effective ~~January-July 1, 2024~~2025, employees driving their own vehicles between assigned work locations and for authorized client transportation services (e.g. ~~client errands with the client essential shopping, or doctor's medical appointments, running errands for client without the client in the employee's vehicle~~) shall be reimbursed for mileage at the IRS rate ~~minus eight and one half cents (\$0.085), not to exceed fifty-nine and one half cents (\$0.595) per mile. The cap on mileage reimbursement runs through the duration of this Collective Bargaining Agreement only.~~

The Employer may set limits on the total number of miles in a month the employee may be reimbursed for client transportation, consistent with the Employer's contract(s) with the Area Agency on Aging, Department of Social and Health Services regulations, and/or other applicable contracts.

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

Should additional funding expressly designated for mileage reimbursement become available, the Employer agrees to reopen this section and any other related sections of the Agreement for renegotiation.

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Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:

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07-24-2025

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Disputes About Reimbursement

The Employer reserves the right to use modern map programs, or other easily available software at no cost to the Home Care Worker to determine miles or drive time between assignments in instances where a significant variance in travel reimbursement claims is identified by the Employer. Employees who must use alternative routes (e.g. due to road closures or other verifiable reasons), must notify their Supervisors by the end of their shift in order to be eligible for mileage reimbursement of the additional miles.

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. Such insurance shall not be construed to be in the category of livery service (i.e. drivers for hire). If an employee is required to drive to and from and/or during client assignments, the employee is required to maintain and carry a current driver's license. Employees shall not transport any client for any reason, or provide transportation services of any type (e.g., picking up a client's prescription without the client), without the Employer's prior approval.

Commented [LB1]: Confirming that having a valid driver's license is not a requirement for employment.

Correct.

SECTION 17.3: DOCUMENTATION OF EXPENSES

Employees must present proper documentation of any expenses to be reimbursed -pursuant to this Article within the Employer's required timeframe, and must conform specifically to all schedules, rules, and travel routes as set by the Employer.

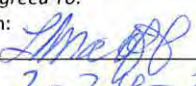
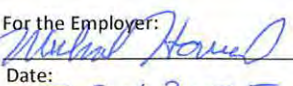
Commented [LB2]: Is this a variable time or can it be specified here?

We tend to be very flexible on this, going as far as a few months past for mileage (less so for windshield time). So we can codify the published rule here, or leave it as is.

SECTION 17.4: EMPLOYER'S NON-LIABILITY FOR TRAFFIC INFRACTIONS

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

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Tentatively Agreed To:	
For the Union:	For the Employer:
	
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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 no less than 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.

A) Medicaid-Funded Hours Worked

Effective July 1, ~~2023~~2025, the Employer shall contribute the Healthcare Rate or ~~four-five~~ dollars and ~~thirteen-twenty-two~~ cents (\$4.135.22), whichever is higher, to the Trust for each Medicaid-funded hour worked; ~~two-and-one-half-cents (\$0.025) 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, ~~2024~~2026, 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 (\$0.025) of which may be used for a health and safety benefit.~~

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

B) Non-Medicaid-Funded Hours Worked

Effective July 1, ~~2023~~2025, the Employer shall contribute the Healthcare Rate or ~~four-five~~ dollars

Commented [LB1]: Health an safety is being addressed through the existing rate, no longer any reason to call this amount out specifically.

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Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:

Handwritten signatures and initials:
Union: [Signature] *W* *PP* *MH*
Employer: [Signature] *07/17/2025*

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and ~~thirteen twenty-two~~ cents (\$~~4.135.22~~), whichever is higher to the Trust for each non-Medicaid funded hour worked, ~~two and one half cents (\$0.025) 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 payer other than Medicaid, excluding vacation hours, paid time off, and training hours.

Effective July 1, ~~2024~~2026, the Employer shall contribute the Healthcare rate or five dollars and ~~twenty two fifty-seven~~ cents (\$5.~~2257~~), whichever is higher, to the Trust for each Non-Medicaid Funded hour worked, ~~two and one half cents (\$0.025) 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 payer other than Medicaid, excluding vacation hours, paid time off, and training hours.

One Live-In paid shift shall count as eight (8) Non-Medicaid-Funded hours for the purpose of contribution 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/documentations, dis-enrolling ineligible workers, providing COBRA notifications and follow-up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and dis-enroll 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

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applicable) via payroll deduction if they so authorize in advance, or directly to the Trust upon arrangement with the Trust.

SECTION 18.5: PURPOSE OF THE TRUST

For purposes of offering individual healthcare insurance, dental insurance and vision insurance, 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.

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

Tentatively Agreed To:


For the Union:

Date:


7/17/2025

For the Employer:

Date:


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ARTICLE 19: PAID TIME OFF (PTO)

SECTION 19.1: ACCRUAL

Employees shall be eligible to accrue and use 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. Probationary employees shall accrue, but cannot use, PTO during the first 90 days of their probationary period. After their first ninety (90) days, probationary employees can use accrued PTO for sick leave only. After the completion of their probationary period, employees may use PTO for vacation, personal leave and sick time.

Effective July 1, ~~2023~~2025, all employees will earn ~~1 hour of~~ PTO for every ~~35~~ 30 hours worked as follows:-

~~Effective July 1, 2026, all employees will earn 1 hour for every 28 hours worked.~~

Effective January 1, 2024, employees will earn PTO as follows:

0-4.99 Years	One hour for every thirty-five three hours worked
5- +8.99 Years	One hour for every thirty-two hours worked
<u>9+ years</u>	<u>One hour for every thirty hours worked</u>

Effective July 1, 2026, all employees will earn 1 hour for every 28 hours worked PTO as follows:-

<u>0-4.99 Years</u>	<u>One hour for every thirty-one hours worked</u>
<u>5 + Years</u>	<u>One hour for every twenty-eight hours worked</u>

PTO may accumulate for a maximum of 120 hours at any one time. Once an employee has

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accrued 120 PTO hours, no additional paid time off will accrue until the employee has used the paid time off. The Employer shall arrange for PTO balances to be printed on employee paystubs, with the exception of probationary employees.

SECTION 19.2: USE OF PAID TIME OFF AND SCHEDULING

Employees shall be eligible to take paid leave in one-hour increments in accordance with this Article. Employees will receive their hourly rate for each PTO hour used.

For planned 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.

After providing notice to the Employer, employees may use PTO for absence due to a death or illness in their immediate family. Employees may be eligible for other leave benefits in accordance with Article 15 – Leaves of Absence.

At the request of an employee and at the Employer's discretion, the Employer may pay the employee for paid leave in advance of the leave. Such requests shall be made in writing at least three (3) business days before the payroll cutoff date in which the requested leave commences.

SECTION 19.3: PTO CASH-OUT

Employees may elect to cash out hours of Paid Time Off for any reason after the completion of their probationary period.

Non-probationary employees whose employment terminates shall be paid for all unused, accrued PTO. The Employer shall cash-out the accrued PTO at the time of the employee's final paycheck.

Utilization of Sick Leave


Employees who have accrued PTO shall be eligible for PTO 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 needed because of illness, injury, or temporary disability.

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

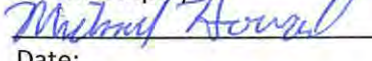
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For the Employer:


Date:
07-24-2025

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 four (4) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement.

Employees are required to utilize the Employer's Emergency Response System ("ERS") at the start of every work shift. In the event an employee answers one or more of the ERS questions affirmatively (e.g., "Do you presently have any symptoms of illness"), they shall immediately contact their Supervisor and may not proceed with the scheduled shift without the Employer's express approval.

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 a twenty-four (24) hour call service for employees seeking to reach supervisors after business hours.

SECTION 19.5: COMBINATION WITH OTHER BENEFITS

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

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

Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:

ARTICLE 20: WAGES AND PREMIUMS

SECTION 20.1: WAGE SCALE AND WAGE PROGRESSION

Employees covered by this Agreement shall be compensated for all work activities 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 at the time submitted (i.e., not retroactively). Credit shall also be given for verifiable experience worked as a certified nursing assistant in a long-term care or hospital setting.

20.2.1: RETURNING EMPLOYEES

Employees previously employed by the Employer who return to employment with the Employer shall be placed on the wage scale at the step which reflects their previous hours of experience with the Employer and verifiable hours working as a home caregiver or certified nursing assistant in a long-term care or hospital setting.

20.2.2: WAGE PROGRESSION

Employees shall be paid according to the attached wage scale in Appendix A and advance to the next higher step on the above wage scale as they reach the 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) cent per hour differential for each paid hour.

SECTION 20.4: CLIENT/SERVICE INACCESSIBLE PAY

An employee shall immediately notify the Employer by telephone if they are unable to provide service to a client due to the client's failure to answer the door, because the client is not home, or because the client has cancelled service. If the employee is unable to deliver services to the client and the Employer is unable to provide the employee a substitute assignment, the employee

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

Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:

[Signature]
7/24/25

[Signature]
07-24-2025

[Handwritten initials: MS, CB, DP, MH]

will be paid at their regular hourly wage rate for up to one (1) hour “show-up/no access” pay. The Employer will endeavor to schedule additional hours to make up the lost hours.

In accordance with Article 17.1, the employee will be paid for all travel time and travel mileage (excluding errand mileage not served) for which the employee would have been paid if the assignment been completed as scheduled. The employee will receive credit toward wage progression (cumulative career hours), Paid Time Off accrual, and benefit eligibility equal to the amount of “show-up/no access” time compensated.

SECTION 20.5: OVERTIME

Employees required to work in excess of forty (40) hours in a week shall be paid at the overtime pay rate of time-and-a-half their regular rate of pay (1.5X) for such additional hours. ~~From January 1, 2024 through June 30, 2024 only, “Regular rate of pay” is defined as the employees’ base wage inclusive of the applicable COVID-19 hazard pay wage enhancement, all of which is subject to the overtime pay rate. For all other periods of this Agreement, “Regular rate of pay” is defined as the employees’ base wage only, and does not include COVID-19 hazard pay (available from July 1, 2023 through December 31, 2023), which the Employer will pay separately as a wage enhancement not subject to the overtime pay rate.~~ Paid leave time or Union leave time or any other time that is not actual work hours shall not be considered time worked for the purposes of this Section.

SECTION 20.6: L&I WORKER CONTRIBUTIONS

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

SECTION 20.7: MENTOR, PRECEPTOR OR TRAINER PAY

The Employer shall participate in any Mentor, Preceptor, and Trainer program during the course of this Agreement. A Home Care Worker who is assigned by the Training Partnership as a Mentor, Preceptor, or Trainer of other Home Care Workers or prospective Home Care 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 they work as a mentor, preceptor, or trainer. The Employer shall not be responsible for employing, paying, tracking or verifying hours of mentor work.

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

Tentatively Agreed To:


For the Union:

Date:


7-24-25

For the Employer:

Date:


07-24-2025

SECTION 20.8: ADVANCED TRAINING DIFFERENTIAL

A) Advanced Training Differential Prior to February 1, 2017

Employees who have completed Advanced Training (~~discontinued on prior to~~ February 1, 2017) ~~to meet apprenticeship standards beyond the training required to receive a valid "Home Care Aide" certification (as set forth in Training Partnership curriculum)~~ shall continue to receive a differential of twenty-five (\$0.25) cents. Workers participating in Advanced Training will be paid their regular hourly rate of pay 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 continue to honor completed Advanced Training completed prior to February 2017 at the time of hire for new employees with verification from the ~~employee or the~~ Training Partnership.

B) 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 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 paid their regular hourly rate of pay by the Employer for all hours of training.

The determination as to whether a particular employee is eligible to participate in the Advanced Training is at the Employer's exclusive discretion based on criteria established by the Labor Management Committee ("LMC"). 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

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

Tentatively Agreed To:

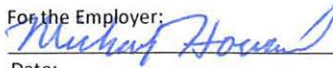
For the Union:

Date:


7-24-25

For the Employer:

Date:


07-24-2025

with verification from the employee or the Training Partnership.

SECTION 20.9: EXTRAORDINARY CARE DIFFERENTIAL

To meet client needs, all hours worked for clients who have behaviors and/or conditions beyond that of ordinary clients which the Employer determines significantly impact the provision of personal care and/or which necessitate additional effort, special skills, or training as defined and authorized at discretion of the Employer, shall be paid an additional fifty-cents (\$0.50) per hour, for work with that client only. Criteria for the Special Skill/Extraordinary Care Differential shall include:

- Extreme behavioral issues; and
- Extensive personal care needs for a client and clients.

The determination as to whether a particular client meets the criteria and whether the employee(s) working for that client are eligible for the Extraordinary Care Differential is at the Employer's exclusive discretion based on established criteria. Employees who believe they may qualify for the differential are encouraged to discuss the care needs of the client with their supervisor and appeal to higher-authority management if denied the extraordinary care differential.

SECTION 20.10 TRAINING PAY

Employees will be paid for all completed hours of required training. If an employee separates from employment before completion of any required training, the employee will be compensated for his/her their completed training.

SECTION 20.11: ADDITIONAL INCENTIVES

The Employer may offer additional incentives to fill a shift or client schedule temporarily. The incentives will be offered to all employees equally. The Union may require the Employer to describe its application of the incentive program to verify that it has been implemented fairly and equitably.

SECTION 20.13: DIFFERENTIAL STACKING

Qualified employees shall be eligible for all applicable wage differentials provided in this Article and such differentials shall stack.

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

Commented [MH1]: We will require the TP to verify that an employee has completed their Advanced Training differential before hiring. We've had a number of new hires claim they've completed trainings or are current on trainings when they are not. Same change made for Advanced Training Differential Prior to 2/1/17 above.

Tentatively Agreed To:

For the Union:

Date:

[Signature]
7-24-25

For the Employer:

Date:

[Signature]
07-24-2025

SECTION 20.14: LIVE-IN ASSIGNMENT

Care provided to a client on a live-in basis of twenty-four (24) hours per assignment. Live-In Home Care Workers shall be paid their live-in daily rate as set forth in the Appendix ~~B-A~~ to this Agreement for each twenty-four (24) hour shift worked. Except as provided below, Live-In Home Care Workers shall receive eight (8) hours credit for all other purposes set forth in this Agreement for each live-in assignment worked.

Commented [LB2]: Should this be Appendix A? Yes. It was actually missing from last CBA. Please include the live-in rate in your Appendix A (in years past, we agreed to CCS's live-in rate)

The Live-In Home Care Worker shall be expected to provide eight (8) hours of regular client care, eight (8) hours standby care, and shall be provided eight (8) hours uninterrupted sleep during the twenty-four (24) hour assignment. If the Live-In Home Care Worker is interrupted more than three (3) times during the sleep period, they will be paid their regular hourly rate for the entire assignment. For authorization of such payment, the Live-In Home Care Worker must report the disturbances no later than the close of the next business day. If additional Home Care Worker(s) is/are assigned to the client home so that the Live-In Home Care Worker can receive eight (8) hours of uninterrupted sleep, the additional Home Care Worker(s) shall be paid their regular hourly rate for the duration of the assignment.


Home Care Workers on live-in assignments shall be allowed to accept meals from the client.

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

Tentatively Agreed To:


For the Union:

Date:


7-24-25

For the Employer:

Date:


07-24-2025

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 the SEIU Northwest Training Partnership ("Training Partnership") during the complete life of this Agreement, and any extension thereof.

There shall also 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 its testing agent for bargaining unit members to remain qualified to provide in-home care services. This benefit shall also be administered exclusively by the Training Partnership.

SECTION 21.2: CONTRIBUTIONS

The hourly contribution to the Training Partnership for training and certification and testing fees shall be no less than the hourly training and certification contribution rate to the Training Partnership established by the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked (hereinafter the "Training Partnership Rate"). If the Training Partnership Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this section.

A. Medicaid-Funded Hours Worked

Effective July 1, ~~2023~~2025, the Employer shall contribute the Training Partnership Rate or ~~forty~~fifty-nine and one-half cents (\$0.~~495~~505), whichever is higher, to the Partnership for each Medicaid-funded hour worked of which two and one-half cents (\$0.025) can be used by the Training Partnership to support the certification and testing benefit. Medicaid-Funded hour(s) worked shall be defined as all hours worked by employees covered by ~~the~~this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time

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

Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:

[Signature]
7-24-25

[Signature]
07-24-2025

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DP/H

off, and training hours.

Effective July 1, ~~2024~~2026, the Employer shall contribute the Training Partnership Rate or ~~forty-eight~~fifty-one and one-half cents (\$0.~~48~~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.

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

B. Non-Medicaid-Funded Hours Worked

Effective July 1, 202~~5~~3, the Employer shall contribute the Training Partnership Rate or ~~forty-nine~~fifty and one-half cents (\$0.~~49~~5~~5~~05), 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 by the Training Partnership to support the certification and testing benefit. Non-Medicaid-Funded hour(s) worked shall be defined as all eligible hours worked by employees covered by the 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, 202~~4~~6 the Employer shall contribute the Training Rate or ~~forty-eight~~fifty-one and one-half cents (\$0.~~48~~5~~5~~15), 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.

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

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

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

Tentatively Agreed To:

For the Union:

Date:

7-24-25

For the Employer:

Date:

07-24-2025

SECTION 21.3 ADVANCED TRAINING

The Parties agree to participate in a new advanced skills training track designed for agency workers who support clients who have heavy advanced personal care needs or experience behaviors of significant frequency and intensity based on criteria to be established by the Employer.

Participation in Advanced Training shall be established by criteria set by the Labor Management Committee ("LMC"). Whether a particular employee qualifies for the advanced skills training track will be at the Employer's exclusive discretion, per Article 20.8. The criteria may take into account seniority and other factors that would indicate a client or worker who would benefit from advanced training.

If necessary, the Training Partnership may establish criteria for prioritizing available classroom slots.

To participate in the advanced skills training track, providers:

a. Must be an agency provider with:

- o a valid Home Care Aide certification or
- o be exempt from certification under RCW 18.88B.041 (1)(a)(i)(A) or RCW 18.88B.041 (1)(a)(i)(B)
- o have completed seventy (70) hours of basic training, or be nurse delegated or have completed the Advanced Training provided by the Training Partnership prior to 2016; and

b. Must meet any other criteria established by the LMC.

SECTION 21.34: TRUST AGREEMENT


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

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

Tentatively Agreed To:


For the Union:

Date:


7-24-25

For the Employer:

Date:


07-24-2025

SEIU 775 – First Choice In Home Care

2025-2027 – Complete CBA

Union-ER Proposal ~~V01-V02~~ – 2025 07 ~~1117~~

Time - _____

SECTION 21.45 IN-SERVICE MEETINGS

The Parties will explore means by which in-services or educational meetings can help home care aides reach their Continuing Education credit goals for the year.

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

Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:

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 (hereinafter the "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.

A. 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 cumulative career 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 hours worked shall be defined as all compensable hours worked by all employees covered by this Agreement in the Employer's in-home care program, excluding vacation hours, paid time off hours, and training hours.~~

Effective July 1, ~~2024~~2025, 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

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

Tentatively Agreed To:

For the Union:

Date:

7/17/2025

For the Employer:

Date:

07/17/2025

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Agreement: (i) one dollar and twenty cents (\$1.20) 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 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.

B. Non-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 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 cumulative career 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 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~~

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

Tentatively Agreed To:

For the Union:

Date:

L. Mayo
7/17/2025

For the Employer:

Date:

Michael Howard
07/17/2025

~~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, ~~2024~~2025, 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.

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

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.

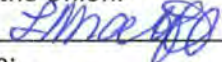
The Employer agrees that all funds received by the Employer for retirement benefits will be provided to the Retirement Trust.

~~The Parties request that to the extent permissible by ERISA, the Board of Trustees review and~~


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

Tentatively Agreed To:

For the Union:


Date: 7/17/2025

For the Employer:


Date: 07/17/2025

~~implement an emergency savings program as a voluntary feature of the Secure Retirement Plan.~~

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 are bound by the provisions of the Retirement 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.

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

Tentatively Agreed To:

For the Union:



Date: 7/17/2025

For the Employer:



Date: 07/17/2025

ARTICLE 26: NO STRIKE OR LOCKOUT

SECTION 26.1: NO LOCKOUT

No lockout of Union represented employees shall be instituted by the Employer during the term of this Agreement.

SECTION 26.2: NO STRIKE

During the term of this Agreement no strike (partial or full withdrawal of services) of any kind, shall be engaged in by members of the bargaining unit. In the event the Employer alleges that any member(s) of the bargaining unit are engaged in a strike, the Employer shall immediately notify the President or Secretary-Treasurer of the Union. The Union shall, upon notification, immediately notify such member(s) of the bargaining unit to cease and desist from all strike activities and -

that such conduct violates this Agreement and subjects them to possible discipline. The Union shall immediately disavow and condemn such activity and take all possible steps to bring such activity to an immediate end and to prevent any reoccurrence of any such activity in violation of this Article.

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

Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:

7-24-25

07-24-2025

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ARTICLE 30: ELECTRONIC VISIT VERIFICATION (EVV)

The Employer will use an Electronic Visit Verification (“EVV”) is a federal requirement from the 21st Century Cures Act, passed by Congress in 2016. Washington State requires home care agencies providing in-home personal care services to Medicaid clients for the Aging and Long-Term Support Administration and the Developmental Disabilities Administration to use EVV.

Employees must utilize the Employer’s Mobile Visit Verification (“MVV”) system instead of paper time and task sheets, and other paper documentation. Any employee unable to use MVV because it is not functional, or that receives written permission from an Employer representative to not use MVV on an ongoing basis, may use EVV Interactive Voice Response (“IVR”) from a client’s approved landline or a client’s mobile phone as an alternative. If an employee fails to use the Employer’s EVV system as directed, the employee will be subject to progressive discipline, up to, and including, termination. In cases where there is no access the employee is unable to utilize EVV or MVV or approved EVV-IVR (e.g., there is a system outage or lack of service at the client’s home), or the employee neglects to utilize MVV or approved EVV-IVR, the employees may use paper forms, must contact their client’s Case Manager as soon as possible, preferably while on shift, so the Case Manager can manually clock them employee in and/or out, subject to client confirmation that the claimed shift times were worked and tasks were completed.

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

Tentatively Agreed To:

For the Union:

[Signature]

Date:

6/18/25

For the Employer:

[Signature]

Date:

06/18/2025

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MH

ARTICLE 32: TERM OF AGREEMENT

This Agreement shall be effective upon ratification, for the Union and First Choice In-Home Care and shall remain in full force and effect, as amended by mutual written agreement of the Parties, through June 30, 202~~7~~5.

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 the 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 First Choice In-Home Care shall commence no earlier than May 1, ~~2025~~2027, 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 an impasse and fail to reach agreement by October 31, ~~2025~~2027, the Parties may mutually agree to submit outstanding issues to interest arbitration.

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

Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:

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MS

ARTICLE X IMMIGRATION-RELATED EMPLOYMENT PRACTICES

SECTION X.1 ICE/DHS ACCESS 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~~ ICE 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.~~ The Employer will attempt to ensure that the inspection does not occur in a location where the DHS or other immigration officials may likely interact with caregivers.

SECTION X.3 WORK AUTHORIZATION AND REVERIFICATION

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

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

Tentatively Agreed To:

For the Union:

Date:

6/18/2025

For the Employer:

Date:

06/18/2025

I-9 retention policies. The Employer will maintain employee I-9 forms in a file separate from personnel records, as required by law. ~~The Going forward, 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 to the extent any such documents are have been retained by the Employer, they will be retained separately from the employee's other personnel records and~~ will not retain any copies, however obtained, in any files. The Employer will notify and bargain with the ~~union~~ Union before implementing any change to the retention of I-9 forms, including but not limited to retention on microfilm or microfiche. The Employer may keep copies of employees' Driver's Licenses for compliance purposes in a folder (paper or electronic) separate from the I-9 form.

- 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 conditions contained in 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

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Tentatively Agreed To:

For the Union:

Date:

L. Meoff 6/18/2025

For the Employer:

Michael Hume

Date:

06/18/2025

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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

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.

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

- a. Provide the Union a copy of its E-Verify ~~of or~~ other Memorandum of Agreement with the relevant government agency;
- b. 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);
- c. Not misuse E-Verify, including but not limited to verifying employment status before making an offer of employment and before hire; and
- d. ~~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:

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6/18/25

For the Employer:

Date:

06/18/2025

- a. the specific document or documents that are deemed to be deficient and why the document or documents are deemed deficient;
- b. what steps the worker must take to correct the matter;
- c. the employee's right to have a ~~union~~-Union representative present during the verification or reverification process and;
- d. 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 exclusive 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 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-, provided the employee gives due notice in advance of taking the leave.

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, provided there are no other disqualifying reasons, such as a disqualifying crime. 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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For the Union:

Date:

06/18/2025

For the Employer:

Date:

06/18/2025

ARTICLE X1: USE OF ARTIFICIAL INTELLIGENCE (AI)

SECTION X1.1 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 X1.2 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 use, including its purpose, scope, data collection parameters, decision-making processes, and potential impact on employment terms.~~

SECTION X1.3 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 AI system without prior written Union consent. All data usage involving AI 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 AI systems, the Employer shall promptly notify the Union and implement corrective actions.~~

SECTION X1.1 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

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

Tentatively Agreed To:


For the Union:

Date:


7-24-25

For the Employer:

Date:


07-24-2025

DP
CP
MH
MS

proposed AI system use, including its purpose, scope, data collection parameters, decision-making processes, and potential impact on employment terms.

SECTION X1.2 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 AI system without prior written Union consent. All data usage involving AI 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 AI systems, the Employer shall promptly notify the Union and implement corrective actions.

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

Tentatively Agreed To:

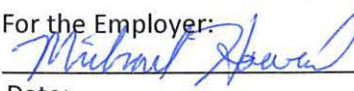
For the Union:

Date:


7-24-25

For the Employer:

Date:


07-24-2025

ARTICLE X2: PRODUCTION OF AGREEMENT

SECTION X2.1

The Employer and the Union support equal employment opportunity and affirmative recruitment to ensure a diverse workforce. The Employer and the Union shall jointly separately independently share the costs of producing work to produce and printing this Agreement in no less than three (3) and up to ten (10) languages most commonly spoken and read among Employer's bargaining unit members as determined by the Union to ensure inclusion and acknowledgement of employees who wish to read the contract in a different language other than English, provided that the cost to the Employer shall not exceed tenfive thousand dollars (\$105,000) during the life of this Agreement. Any costs over and above tenfive thousand dollars (\$105,000) shall be borne exclusively by the Union. It is the Union's preference to contract directly with the translation agency. However, the Union recognizes that the Employer has a preference to contract the translation themselves. Regardless of which party contracts the service, the translation shall be done through Interpro Translation Services, which is a vetted translation agency that possesses the necessary qualifications, expertise and familiarity with relevant terminology to insure accuracy and quality.

SECTION X2.2

In addition to the actual text of the Agreement and by mutual agreement of the Parties, the printed copy of the Agreement may contain introductory statements, highlights, or graphics included for the purposes of making the Agreement easier to understand and in order to provide the information most important to home care workers (such as their wage scales, benefits, and rights) in an easily accessible, user-friendly format.

SECTION X2.3

Regarding the production of the Agreement in languages other than English and the inclusion of introductory statements, highlights, or graphics, the parties agree that all disputes regarding the interpretation or application of this Agreement shall be determined based solely on the original English-language Agreement signed by the parties, and not upon any other language version or upon any introductory statements, highlights, or graphics.

SECTION X2.4

To the extent that the Union incurs costs associated with this Article prior to the effective date of this Agreement and not exceeding ten thousand dollars (\$10,000), those costs shall be agreed upon and reimbursed by the Employer on or immediately after the effective date of this

Commented [MH1]: We don't understand this. Why would a non-English version contain a different presentation (e.g., introductory statements and highlights) than the English version. Also, only one version will be ratified, so only one version should be available, regardless of the language.

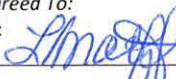
Commented [MH2]: Will not agree to this under any circumstances.

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

Tentatively Agreed To:


For the Union:

Date:


7-24-25

For the Employer:

Date:


07-24-2025

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Time - _____


Agreement.

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Tentatively Agreed To:

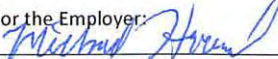
For the Union:

Date:


7-24-25

For the Employer:

Date:


07-24-2025

APPENDIX A: WAGE SCALES

Cumulative Career Hours	January 1, 2024- June 30, 2024 (BASE)	January 1, 2024- June 30, 2024 (W/HCA Dif)	July 1, 2024- December 31, 2024	July 1, 2024- December 31, 2024 (W/HCA Dif)	January 1, 2025- June 30, 2025	January 1, 2025- June 30, 2025 (W/HCA Dif)
0-2,000	\$20.81	\$21.06	\$21.12	\$21.37	\$21.44	\$21.69
2,001-4,000	\$20.98	\$21.23	\$21.29	\$21.54	\$21.61	\$21.86
4,001-6,000	\$21.13	\$21.38	\$21.45	\$21.70	\$21.77	\$22.02
6,001-8,000	\$21.33	\$21.58	\$21.65	\$21.90	\$21.97	\$22.22
8,001-10,000	\$21.53	\$21.78	\$21.85	\$22.10	\$22.18	\$22.43
10,001-12,000	\$21.81	\$22.06	\$22.14	\$22.39	\$22.47	\$22.72
12,000-14,000	\$22.10	\$22.35	\$22.43	\$22.68	\$22.77	\$23.02
14,001-16,000	\$22.81	\$23.06	\$23.15	\$23.40	\$23.50	\$23.75
16,001-20,000	\$23.07	\$23.32	\$23.42	\$23.67	\$23.77	\$24.02
20,001-24,000	\$23.38	\$23.63	\$23.73	\$23.98	\$24.09	\$24.34
24,000 and above	\$23.63	\$23.88	\$23.98	\$24.23	\$24.34	\$24.59

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

Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:

W
DP
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Cumulative Career Hours	July 1, 2025- December 31, 2025 (Base)	July 1, 2025- December 31, 2025 (W/HCA Dif)	January 1, 2026 June 30, 2026 (Base)	January 1, 2026- June 30, 2026 (W/HCA Dif)
0-2000	\$22.57	\$22.82	\$22.68	\$22.93
2001 - 4000	\$22.75	\$23.00	\$22.86	\$23.11
4001 - 6000	\$22.92	\$23.17	\$23.03	\$23.28
6001 - 8000	\$23.13	\$23.38	\$23.25	\$23.50
8001 - 10000	\$23.35	\$23.60	\$23.47	\$23.72
10001 - 12000	\$23.65	\$23.90	\$23.77	\$24.02
12001 - 14000	\$23.97	\$24.22	\$24.09	\$24.34
14001 - 16000	\$24.74	\$24.99	\$24.86	\$25.11
16001 - 20000	\$25.02	\$25.27	\$25.14	\$25.39
20001 - 24000	\$25.36	\$25.61	\$25.49	\$25.74
24001 - 40000	\$25.62	\$25.87	\$25.75	\$26.00
40000 +	\$26.14	\$26.39	\$26.38	\$26.63

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

Tentatively Agreed To:

For the Union:

Date:

[Signature]
7-24-25

For the Employer:

Date:

[Signature]
07-24-2025

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Cumulative Career Hours	July 1, 2026- December 31, 2026 (Base)	July 1, 2026- December 31, 2026 (W/HCA Dif)	January 1, 2027- June 30 2027 (Base)	January 1, 2027- June 30 2027 (W/HCA Dif)
0-2000	\$23.59	\$23.84	\$23.73	\$23.98
2001 - 4000	\$23.78	\$24.03	\$23.92	\$24.17
4001 - 6000	\$23.96	\$24.21	\$24.10	\$24.35
6001 - 8000	\$24.18	\$24.43	\$24.32	\$24.57
8001 - 10000	\$24.41	\$24.66	\$24.56	\$24.81
10001 - 12000	\$24.73	\$24.98	\$24.88	\$25.13
12001 - 14000	\$25.06	\$25.31	\$25.21	\$25.46
14001 - 16000	\$25.86	\$26.11	\$26.01	\$26.26
16001 - 20000	\$26.15	\$26.40	\$26.31	\$26.56
20001 - 24000	\$26.52	\$26.77	\$26.68	\$26.93
24001 - 40000	\$26.79	\$27.04	\$26.95	\$27.20
40000 +	\$27.33	\$27.58	\$27.49	\$27.74

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

Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:

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<u>Cumulative Career Hours</u>	<u>July 1, 2025 - December 31, 2025 (Base)</u>	<u>July 1, 2025 - December 31, 2025 (w/HCA DM)</u>	<u>January 1, 2026 - June 30, 2026 (Base)</u>	<u>January 1, 2026 - June 30, 2026 (w/HCA DM)</u>
<u>0-2000</u>	<u>\$22.55</u>	<u>\$22.80</u>	<u>\$22.66</u>	<u>\$22.91</u>
<u>2001 - 4000</u>	<u>\$22.73</u>	<u>\$22.98</u>	<u>\$22.84</u>	<u>\$23.09</u>
<u>4001 - 6000</u>	<u>\$22.90</u>	<u>\$23.15</u>	<u>\$23.01</u>	<u>\$23.26</u>
<u>6001 - 8000</u>	<u>\$23.11</u>	<u>\$23.36</u>	<u>\$23.23</u>	<u>\$23.48</u>
<u>8001 - 10000</u>	<u>\$23.33</u>	<u>\$23.58</u>	<u>\$23.45</u>	<u>\$23.70</u>
<u>10001 - 12000</u>	<u>\$23.63</u>	<u>\$23.88</u>	<u>\$23.75</u>	<u>\$24.00</u>
<u>12001 - 14000</u>	<u>\$23.95</u>	<u>\$24.20</u>	<u>\$24.07</u>	<u>\$24.32</u>
<u>14001 - 16000</u>	<u>\$24.72</u>	<u>\$24.97</u>	<u>\$24.84</u>	<u>\$25.09</u>
<u>16001 - 20000</u>	<u>\$25.00</u>	<u>\$25.25</u>	<u>\$25.12</u>	<u>\$25.37</u>
<u>20001 - 24000</u>	<u>\$25.34</u>	<u>\$25.59</u>	<u>\$25.47</u>	<u>\$25.72</u>
<u>24001 - 40000</u>	<u>\$25.60</u>	<u>\$25.85</u>	<u>\$25.73</u>	<u>\$25.98</u>
<u>40000 +</u>	<u>\$26.12</u>	<u>\$26.37</u>	<u>\$26.36</u>	<u>\$26.61</u>

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

Tentatively Agreed To:

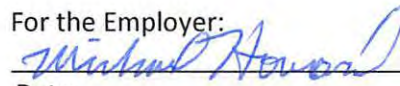
For the Union:

Date:



7-24-25

For the Employer:



Date:

07-24-2025

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<u>Cumulative Career Hours</u>	<u>July 1, 2025 - December 31, 2025 (Base)</u>	<u>July 1, 2026 - December 31, 2026 (w/HCA DI)</u>	<u>January 1, 2027 - June 30, 2027 (Base)</u>	<u>January 1, 2027 - June 30, 2027 (w/HCA DI)</u>
<u>0-2000</u>	<u>\$23.57</u>	<u>\$23.82</u>	<u>\$23.71</u>	<u>\$23.96</u>
<u>2001 - 4000</u>	<u>\$23.76</u>	<u>\$24.01</u>	<u>\$23.90</u>	<u>\$24.15</u>
<u>4001 - 6000</u>	<u>\$23.94</u>	<u>\$24.19</u>	<u>\$24.08</u>	<u>\$24.33</u>
<u>6001 - 8000</u>	<u>\$24.16</u>	<u>\$24.41</u>	<u>\$24.30</u>	<u>\$24.55</u>
<u>8001 - 10000</u>	<u>\$24.39</u>	<u>\$24.64</u>	<u>\$24.54</u>	<u>\$24.79</u>
<u>10001 - 12000</u>	<u>\$24.71</u>	<u>\$24.96</u>	<u>\$24.86</u>	<u>\$25.11</u>
<u>12001 - 14000</u>	<u>\$25.04</u>	<u>\$25.29</u>	<u>\$25.19</u>	<u>\$25.44</u>
<u>14001 - 16000</u>	<u>\$25.84</u>	<u>\$26.09</u>	<u>\$25.99</u>	<u>\$26.24</u>
<u>16001 - 20000</u>	<u>\$26.13</u>	<u>\$26.38</u>	<u>\$26.29</u>	<u>\$26.54</u>
<u>20001 - 24000</u>	<u>\$26.50</u>	<u>\$26.75</u>	<u>\$26.66</u>	<u>\$26.91</u>
<u>24001 - 40000</u>	<u>\$26.77</u>	<u>\$27.02</u>	<u>\$26.93</u>	<u>\$27.18</u>
<u>40000 +</u>	<u>\$27.31</u>	<u>\$27.56</u>	<u>\$27.47</u>	<u>\$27.72</u>

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Tentatively Agreed To:

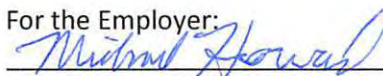
For the Union:



Date:

7-24-25

For the Employer:



Date:

07-24-2025