

Tentative Agreement:

The Parties tentatively agree that the following articles in the parties 2023-2025 Collective Bargaining Agreement (CBA) will be retained in their entirety and included in the Home Care Services MT 2025-2027 CBA:

- Article 1: Recognition
- Article 6: Clients Rights
- Article 7: Probation
- Article 8: Discipline and Discharge
- Article 10: Vacancies
- Article 12: Health and Safety
- Article 13: Pay Records and Pay Periods
- Article 14: Seniority
- Article 15: Layoff and Recall
- Article 16: Job Description
- Article 17: Leaves of Absence
- Article 18: Holidays
- Article 21: Advanced PCA Training and Education Assistance
- Article 24: No Strike or Lockout

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

Tentatively Agreed To:

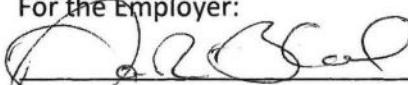
For the Union:



Date:

01.06.2026

For the Employer:



Date:

1/6/26

- Article 25: Modification and Past Practice
- Article 26: Severability
- Article 27: Successorship
- Article 29: No Harassment, Dignity and Respect

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Tentatively Agreed To:

For the Union:



Date:

1/6/2026

For the Employer:



Date:

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SEIU 775 – Home Care Services MT
2025-2027 – Complete CBA

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Time - _____

ARTICLE 2: UNION MEMBERSHIP AND UNION SECURITY

SECTION 2.1: UNION MEMBERSHIP

All employees covered by this Agreement shall comply with the requirements of this section, as a condition of employment, ~~on or before the thirtieth (30th) day following the signing of this Agreement, or~~ no later than thirty (30) days following the first day of employment ~~for employees hired after the effective date of this Agreement~~. Requirements are either: 1) commence payment of regular monthly dues uniformly required of members or 2) pay a fair share representation fee.

The Employer agrees to distribute membership forms for the Union with basic employment paperwork, which shall be digitally uploaded forwarded to the Union via a mutually agreed upon secure method within fifteen (15) days of employment. The Employer shall keep a copy of the membership form in its records.

SECTION 2.1.1 CAUSE FOR DISMISSAL

Failure by an employee to satisfy Section 2.1 above shall constitute cause for dismissal provided the Union makes a written request for discharge, verifying that the employee received written notification by certified mail of the delinquency and notification that nonpayment within fourteen (14) days will result in discharge by the Employer. The Employer shall provide written notice to the Union of such discharge within thirty (30) days.

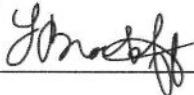
SECTION 2.2: ELECTRONIC SIGNATURE

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

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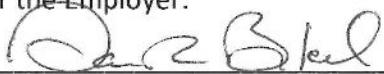
Tentatively Agreed To:

For the Union:



Date: 12/08/2025

For the Employer:



Date:

12/09/2025

SEIU 775 – Home Care Services MT
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use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records 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. In addition to electronic scanned copies of paper authorizations from the Union, the Employer shall accept copies of electronic signatures and digital files containing voice authorizations and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

SECTION 2.3: BARGAINING UNIT INFORMATION

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and a home physical and mailing addresses if available on file with the Employer. The Employer shall provide a roster of all bargaining unit employees to the Union within five (5) business days after the end of the month. If the report is delayed the Employer will notify the Union when the report will be delivered. The report shall be delivered in a secure manner. This information shall be transmitted in a mutually agreeable format.

SECTION 2.3.1 DUES REPORT AND EMPLOYEE ROSTER

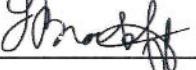
To the best of the Employer's available information, the Employer shall provide the Union with a list of all employees covered by this Agreement within five (5) business days after the end of the month. If the report is delayed the Employer will notify the Union when the report will be delivered. The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

- First Name
- Preferred First Name

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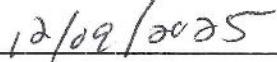
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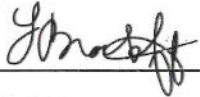
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- “Last” or “Most Recent” Rehire Date (if applicable)
- Wage Rate
- Differential Rate (if applicable)
- Paid Time Off Hours Used
- Paid Time Off Hours Available
- Pay Period Start Date
- Pay Period End Date
- Pay Period Hours
- Dues Deduction Amount
- Voluntary Deduction 1 Type
- Voluntary Deduction 1 Amount
- Voluntary Deduction 2 Type
- Voluntary Deduction 2 Amount
- Voluntary Deduction 3 Type
- Voluntary Deduction 3 Amount
- Voluntary Deduction 4 Type
- Voluntary Deduction 4 Amount
- Voluntary Deduction 5 Type
- Voluntary Deduction 5 Amount
- Gross-Dues Assessable Pay Pay
- Work Location

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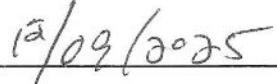


Date: 12/08/2025

For the Employer:



Date:



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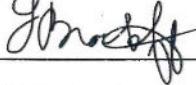
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- Middle Name
- Last Name
Preferred Last Name
- Preferred Pronouns
- Social Security Number
- Phone Number (all phone numbers shall confirm to the '(xxx) xxx-xxxx' format)
- Mobile Number (all phone numbers shall confirm to the '(xxx) xxx-xxxx' format)
- Address Type (Mailing, Physical)
- Address 1
- Address 2
- City
- State
- Zip
- Birthdate
- Gender
- Race
- Ethnicity if available
Preferred Spoken Language
- Preferred Written Language
- FTE status
- Original Hire Date if applicable
- Termination Date

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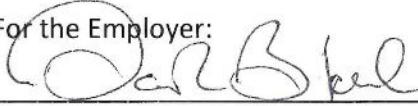
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SECTION 2.4: DUES DEDUCTIONS

The Employer agrees to deduct from each bargaining unit employees' pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employees' paycheck following receipt of written authorization, or following receipt of employee deduction authorization updates from the Union in the form of the employees current membership card and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union within five (5) business days after the end of the month. If the deduction/s are delayed the Employer will notify the Union when the deduction/s will be delivered. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date 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 the authorization of dues deductions may be revoked. The Employer shall honor the terms and conditions of each employee's signed membership card. The Employer reserves the right to ensure that the authorization of payroll deductions complies with applicable Federal and State laws regarding deductions from wages. The Employer may require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction.

The Union will hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership fees, including the cost of defending against such claim or obligation.

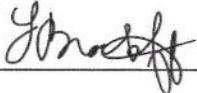
SECTION 2.5: UNION MEMBERSHIP MATERIALS

For new employees, union membership materials shall be distributed with the basic employment paperwork required by the Employer.

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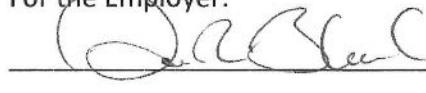
Tentatively Agreed To:

For the Union:



Date: 12/08/2025

For the Employer:



Date:



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

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

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

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

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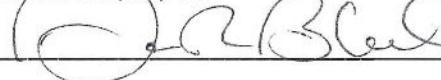
For the Union:



John Smith

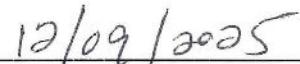
Date: 12/08/2025

For the Employer:



Darlene

Date:



12/09/2025

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The card will be reserved for the Union Representative/Advocate, as available, to review the membership card with new employees during their orientation. After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send a complete digital copy to the the original to the Union within five (5) business days via common electronic format agreed upon by the Employer and the Union. Cards collected by a Union Advocate will be shared with the Employer to make a copy for itself.

The Employer will make digital copies of Membership Cards on file available to the Union upon request through the Data Maintenance process outlined in Section 2.4.

All membership forms for the Union completed by a new employee of the Employer will be forwarded to the Union no later than the thirtieth (30th) day of the new employee's employment with the Employer.

SECTION 2.6: POLITICAL ACCOUNTABILITY FUND/COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTION

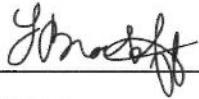
The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily signs and executes a written Political Accountability Fund (COPE) wage assignment authorization form. When filed with the Employer, the written authorization form will be honored in accordance with its terms. The authorization form will remain in effect until or unless revoked in writing by the employee.

The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) contributions will be promptly transmitted to the Union by separate check via ACH payable to the Union and identified as Political Accountability Fund (COPE) deductions, at the same time as the remittance of dues.

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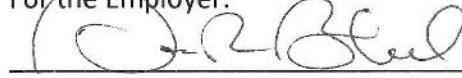
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Upon issuance and transmission of a check to the Union, the Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the written assignment of wages for the payment of Political Accountability Fund (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 2.7: VOLUNTARY DEDUCTIONS

Upon receipt of proper authorization for such deductions from the employee or the Union, the Employer shall deduct and transmit voluntary contributions from each employee for services, to one (1) or more funds designated by the Union or to the Union itself. Each Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a voluntary wage assignment authorization. When filed with the Employer, 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. The amount deducted and a roster of all employees using payroll deduction for voluntary deductions will be promptly transmitted to the Union by separate check payable to the Union and identified as Voluntary Deduction, at the same time as the remittance of dues. Upon issuance and transmission of a check via ACH to the Union, the Employer's responsibility will cease with respect to such deductions.

In addition to one deduction for Dues and one deduction for COPE, a third deduction will be made by the Employer for Voluntary Deductions, on the same schedule.

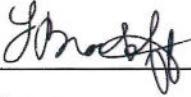
SECTION 2.8: DATA SECURITY

In accordance with state and federal law, both the Union and the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about the employees unless required to do so due to ongoing litigation, pre-

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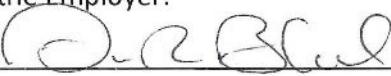
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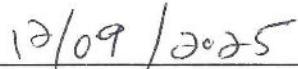


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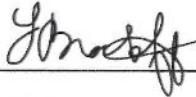
litigation, vendor requests made as part of benefits enrollment, government/agency requests, to comply with a court order or other judicial/arbitral demand, or other similar situation: The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement. The Employer agrees to notify the Union within ten (10) calendar days if a third party has requested information about the entire bargaining unit, classification or Branch. In no case will the Employer release information prior to notifying the Union.

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

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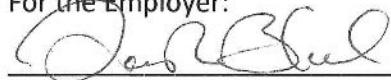
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ARTICLE 3: UNION RIGHTS

SECTION 3.1: ADVOCATES OR WORKER REPRESENTATIVES

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

SECTION 3.2: ADVOCATE OR WORKER REPRESENTATIVE RECOGNITION

The Employer agrees to compensate designated advocates or worker representatives at their regular rate of pay for their involvement in certain limited labor relations activities within the allocation of paid bank time. These activities are defined as participation on the Labor-Management Committee while during regular working time; actual time spent in grievance meetings provided that the advocate or worker representative notifies the immediate supervisor(s) in advance and the supervisor(s) approve; and other approved and regularly scheduled committees and work groups that benefit both the Union and the Employer by prior mutual agreement. Advocates or worker representatives shall have the obligation to inform their supervisors in advance when they will be utilizing time as an Advocate and shall follow all usual scheduling procedures to ensure client care coverage.

Both Parties will endeavor to advocate for state or other sources of funding for advocate or worker representative activities.

SECTION 3.3: BULLETIN BOARDS AND KIOSKS

The Employer shall provide a bulletin board, in an area accessible to employees in each office for union postings. The Employer shall provide, where feasible, a computer terminal and printer or kiosk with internet access for the use of employees during non-work times. [During the life of](#)

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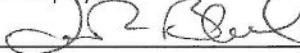
For the Union:



Date:

12/08/2025

For the Employer:



Date:

10/09/2025

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 NEO packet.

Commented [MM1]: Strike refer to LMC

SECTION 3.4: NEW EMPLOYEE ORIENTATION/IN--SERVICE MEETINGS

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

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

SECTION 3.5: ACCESS TO EMPLOYER PROPERTY: OFFICE

The Employer welcomes the authorized representative(s) of the Union to use its local office meeting rooms with advance notice. The Union may use designated meeting rooms of the Employer for meetings, conducting Union business and adjusting grievances, provided that space is available.

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SECTION 3.6: ACCESS TO EMPLOYER PROPERTY: PERSONNEL FILES

The employee and/or his/her their union representative shall have the right to examine the employee's permanent personnel files, upon the employee's written request, or as a result of an ongoing grievance step.

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SECTION 3.7: WEBSITES

Websites maintained by the Employer that bargaining unit members may access to seek employment related information shall contain a link to the Union's website.

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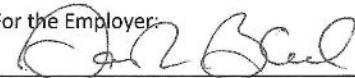
For the Union:



Date:

12/08/2025

For the Employer:



Date:

12/09/2025

ARTICLE 4: EMPLOYER RIGHTS

SECTION 4.1: RETENTION OF GENERAL RIGHTS

The Employer retains all the general and traditional rights to manage its business as well as any rights under the law or agreed to by the Parties. These rights rest exclusively in the Employer who is the sole decision-maker regarding the operation of the business. The following list of Employer's rights is not intended to be all-inclusive, but simply sets forth some of those rights considered to be the general rights of management. The fact that a particular right is not set forth here does not mean that the right does not exist.

SECTION 4.2: WORKFORCE ISSUES

The Employer retains the right to determine the number of employees required at any place from time to time for any of its operations. Employer retains the right to determine the jobs, content of jobs, and to modify, combine or end any job, department or operation; to hire, classify, transfer, promote, demote and lay off employees; to determine employee qualifications, evaluate performance and assign and direct the workforce; to maintain order and discipline; and to reprimand, suspend, discharge and otherwise discipline for just cause.

SECTION 4.3: WORK POLICIES AND PROCEDURES

The Employer has the right to create and administer rules, policies and procedures. This includes the right to establish or revise attendance, work, substance abuse, drug and/or alcohol testing and safety rules. The Employer has the right to establish or revise a disciplinary policy to address violations of these rules. The Employer shall notify the Union of policy changes which impact bargaining unit Employees at least one (1) month before implementation.

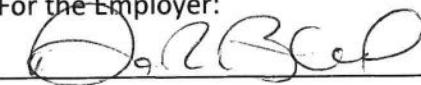
SECTION 4.4 WORK HOURS

The Employer retains the right to determine work schedules, including but not limited to the number of hours and shifts to be worked, to determine when overtime work is necessary and

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For the Employer:



Date:

10/29/25

For the Union:



Date:

10/29/2025

to assign overtime; to choose clients; to utilize part-time and temporary employees; to choose where or when training on a particular task or job is required and the right to move or retrain employees. The Employer retains the right to terminate an employee that has not worked a Client shift in a 30 day period with the exception of a medical or an approved leave of absence.

SECTION 4.5: NON-WAIVER OF EMPLOYER RIGHTS

Employer's failure to exercise any right reserved to it, shall not result in a waiver of the right or prevent the Employer from exercising its rights in the future or in some other way not in conflict with the express provisions of this agreement.

SECTION 4.6: CONFLICTING PROVISIONS

The exercise of these rights alleged to be in conflict with any other provision of this agreement shall be subject to the grievance and arbitration procedures set out in this agreement.

SECTION 4.7: JOINT POLICY DEVELOPMENT

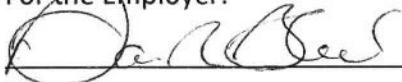
The Employer and the Union have a mutual commitment to jointly developing policies, procedures and other relevant workplace solutions in the Labor Management Committee as referenced in Article 11.

This does not abridge the Employer's rights set forth in this Article.

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Tentatively Agreed To:

For the Employer:



Date:

10/29/25

For the Union:



Date:

10/29/2025

SEIU 775 – Home Care Services MT

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ARTICLE 5: NO DISCRIMINATION AND EQUAL OPPORTUNITY

The Employer and the Union have a mutual commitment to social justice in our society; therefore the Parties agree that qualified applicants for employment will be considered without regard to:

- Race,
- Ethnicity,
- Physical and/or mental disability,
- Medical condition,
- Marital status,
- National or tribal origin,
- Language
- Color
- Creed
- Citizenship or Immigration or statusimmigration status,
- Ancestry,
- Marital or family status,
- Pregnancy or parental status
- Gender or sex, or perceived gender identity
- Sexual orientation, perceived sexual orientation,

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Tentatively Agreed To:

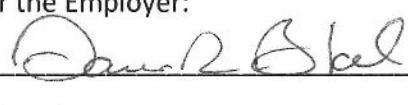
For the Union:



Date:

12/09/2025

For the Employer:



Date:

12/09/2025

SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union Proposal – 10.15.2025 Employer Proposal 11.30.2025

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- Gender expression,
- Age,
- Religion,
- Veteran status,
- Service in the Armed Forces of the United States
- Political affiliation,
- Union membership and protected activities,
- Or other characteristics or considerations made unlawful by federal, state or local law or by the Department of Public Health and Human Services (DPPHS) 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). All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees shall be treated fairly and with dignity and respect.

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Tentatively Agreed To:

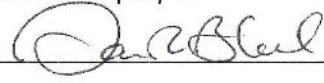
For the Union:



Date:

12/08/2025

For the Employer:



Date:

12/09/2025

ARTICLE 9: GRIEVANCE PROCEDURE

SECTION 9.1: DEFINITION OF A GRIEVANCE

A grievance shall be defined as an alleged violation of the provisions of this Agreement or specific past practices applicable to members of the bargaining unit, as specifically contained in the Employer's written policies and procedures or in the Employer's handbook which are or is in effect upon the date of ratification of this Agreement, and which have not been altered or amended by this Agreement or the Employer. The Union and the Employer are mutually committed to resolving disputes at the lowest level possible, where practicable, and in an expedient manner.

SECTION 9.2: TIME LIMITS

The Employer and the Union agree that wherever possible, issues should be resolved informally and/or at the earliest possible step. The purpose of time limits within the Grievance Procedure is to encourage the swift resolution of disputes. Time limits may be extended or waived at any step in the grievance procedure by mutual agreement of the Employer and the Union. The Union may withdraw a grievance at any step in the grievance process. The Parties agree the grievance may be resolved at any stage of the grievance process provided that all appeals are timely.

SECTION 9.3: GRIEVANCE STEPS

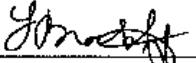
Grievances shall be handled in the following manner:

Step One: The grievant and/or advocate or Union staff representative shall present a grievance in writing to the Employer's representative within ~~thirty forty-five~~ ~~fourteen~~ (14) calendar days after the employee Union advocate or representative should have reasonably learned of the event giving rise to the grievance or within fourteen

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

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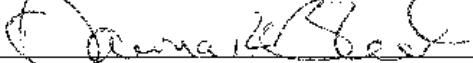
For the Union:



Date:

12/08/2025

For the Employer:



Date:

12/08/2025

forty-five (1445) calendar days from the event giving rise to the grievance, whichever is later.

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, an Employer policy or the Employer's past practice that is not specifically addressed in this Agreement;
- c. When the alleged act(s) occurred;
- d. The identity of the grievant or grievants;
- e. The specific article or provision of this Agreement or the past practice applicable to members of the bargaining unit, as specifically contained in the Employer's written policies and procedures that are in effect upon the date of ratification of this Agreement, and which have not been altered or amended by this Agreement alleged to have been violated;
- f. The remedy proposed to attempt to resolve the grievance.

The written grievance need not be on the Union's grievance form, as long as it contains the information above. The written grievance must be signed by the grievant or the authorized Union representative.

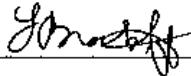
The supervisor shall respond in writing to the grievance within fourteen (14) calendar days of the presentation to agree to solve the grievance with the remedy specified by the Union or an alternative remedy or to deny the grievance. The supervisor's response shall be addressed to both the grievant and the Union. Should the supervisor fail to respond within this timeframe, the Union shall have the right to forward the grievance to the next step.

Step Two: If no resolution or settlement is reached between the grievant and the supervisor, the grievant or the Union may file a written appeal of the supervisor's decision

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

Tentatively Agreed To:

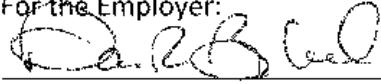
For the Union:



Date:

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For the Employer:



Date:

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rendered in Step One to the Personnel Officer or their designated representative. The Union staff representative shall file this written grievance within fourteen (14) days after receipt of the supervisor's decision from Step One. A meeting, in person or via phone call, or videoconference with the Personnel Officer or ~~his or her~~ their representative, the grievant, and the Union representative shall be held no later than fourteen (14) calendar days after receipt of the written appeal. The Personnel Officer's response shall be addressed to the grievant and the Union and shall be copied to the Chief Executive Officer. If a Step 2 response does not solve the grievance satisfactorily for the grieving party, it may be advanced to the next step in the process.

Grievances initiating at Step Two:

Grievances concerning discharge or discrimination shall be filed initially at Step Two (2). Group grievances claiming the same alleged violations involving employees who work under more than one supervisor may be filed initially at Step Two, also known as a Class Action.

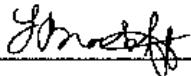
Mediation (optional):

Should the parties fail to resolve the Grievance at the Step 2 meeting, either party may request that the Grievance(s) be submitted to mediation no later than fourteen (14) days following the date on which the Employer submits its written Step 2 Grievance Response to the Union. Upon a timely request, both parties shall enter into good faith mediation including using the services of Federal Mediation and Conciliation Services ("FMCS") or another mutually agreed upon Mediation Service offered locally. Each party shall bear their own costs associated with preparing for the mediation. The mediation costs, if any, shall be split equally between the parties. The mediation shall be conducted within thirty (30) days unless the parties are unable for good reason to schedule the mediation in that time-period. In no event shall a mediation be conducted later than sixty (60) days after a timely request for mediation unless the parties agree in writing.

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

Tentatively Agreed To:

For the Union:



Date:

12/08/2025

For the Employer:



Date:

12/08/2025

SECTION 9.4: REQUEST FOR ARBITRATION

Prior to invoking Arbitration, the party seeking Arbitration must have participated in mediation in good faith unless both parties agree in writing to skip mediation and proceed directly to Arbitration. If the Grievance is not resolved in mediation, or the parties have mutually agreed in writing to forgo mediation, a party may submit a written demand for Arbitration no later than 14 days following the conclusion of the unsuccessful mediation or written agreement to forgo mediation.

In the event that a grievance proceeds to arbitration, the Parties shall make a good faith effort to agree on an arbitrator. In the event the Parties are unable to agree, and not later than five (5) days from receipt of the request by the Union for arbitration, the Parties shall select an arbitrator as follows:

- a. The Montana Department of Labor and Industries (MDLI) 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 toss of the coin.

OR

- c. 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.

SECTION 9.5: ARBITRATION

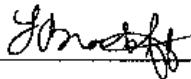
The jurisdiction of the impartial arbitrator is limited to:

- a. Adjudication of the grievance setting forth the issue or issues to be arbitrated;

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Tentatively Agreed To:

For the Union:



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For the Employer:



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- b. Interpretation of the specific terms of this Agreement or past practices applicable to members of the bargaining unit, as specifically contained in the Employer's written policies and procedures that are in effect upon the date of the ratification of this Agreement, and which have not been altered or amended by this Agreement 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;
- 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 plan itself which are outside the Employer's or the Union's control.

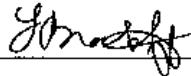
SECTION 9.6: ARBITRATION DECISION AND COSTS

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

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

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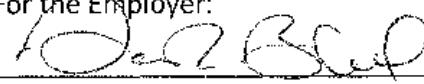
For the Union:



Date:

12/08/2025

For the Employer:



Date:

12/08/2025

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2025-2027 – Complete CBA
Union Proposal – V02 10.30.2025

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ARTICLE 11: LABOR MANAGEMENT COMMITTEE

SECTION 11.1: PURPOSE

The Employer and the Union shall establish a Labor-Management Committee (LMC). The purpose of the Committee shall be to consider matters affecting the relations between the Employer, the Union, and the employees, and to recommend measures to improve client care in specific at Home Care Services and in the industry in general; provided, however, the Committee shall not engage in negotiations, nor shall the Committee consider matters properly the subject of a grievance.

11.1.1 EDUCATIONAL ASSISTANCE ADVISORY COMMITTEE

The LMC will serve as an advisory committee for educational assistance activities provided to up to three (3) Personal Care Attendants at any time. The Committee will recommend eligibility criteria, participate in the selection of PCAs receiving educational assistance and recommend those educational curricula which represent career ladder opportunities to PCAs.

11.1.2 MENTORSHIP ADVISORY COMMITTEE

The LMC will serve as an advisory committee to assist in the development of mentoring activities and a mentoring program for Personal Care Attendants.

11.1.3 HEALTH ADVISORY COMMITTEE

The LMC will serve as an advisory committee regarding the Healthcare for Healthcare Workers Initiative. The LMC will participate with the Employer, the Trust and the carriers

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

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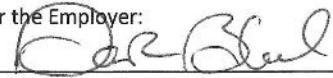
For the Union:



Date:

12/08/2025

For the Employer:



Date:

12/09/2025

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participating in the Trust to provide benefit plan design and enrollment information to eligible employees.

11.1.4 LEGISLATIVE AGENDA ADVISORY COMMITTEE

The LMC will serve as an advisory committee to assist in the development of legislative agenda items. The Committee shall make recommendations for the purpose of public action and advocacy to improve the quality of long-term care.

11.1.5 COMMUNICATION ADVISORY COMMITTEE

The LMC will serve as an advisory committee to assist in improving communications between offices and Personal Care Attendants in addition to exploring ways to create efficient ways to disseminate information throughout the Home Care Services offices.

11.1.6 PERSONAL CARE ATTENDANT RECOGNITION COMMITTEE

The LMC will serve as a committee to develop ways or activities in which Personal Care Attendants receive recognition with a goal to create a culture of mutual respect and reward.

SECTION 11.2: COMPOSITION, SCHEDULE AND PROCESS

The Committee shall be composed of up to five ~~employees and two~~ Union representatives and a similar number of representatives of the Employer. In addition, the President or Executives of the organizations, or their designees may attend the meetings.

Commented [MM1]: Both Parties agreed to strike

Other provisions for this 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.

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

Tentatively Agreed To:

For the Union:



Date:

12/08/2025

For the Employer:



Date:

12/09/2025

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- b. The Committee shall meet at least ~~two- once times~~two times per year but not more than quarterly, at a time and location mutually convenient to the Union and the Employer.
- c. The Union and the Employer co-chairs will prepare an agenda to be presented to the Committee at least three (3) working days prior to the scheduled meeting.
- d. Employee Committee members will be released for participation for any scheduled hours of work that the worker foregoes by service on the Committee and may access any Paid Bank Time available as referenced in Article 11.3. The Union and the Employer shall pay any travel expenses for the participation of their respective representatives.

Commented [MM2]: Reject keep original language

SECTION 11.3: PAID BANK TIME

The Employer agrees to provide eight hundred (800) hours of paid bank time to be used for partnership related activities or other mutually agreeable activities. Hours of paid bank time will be the hourly rate of the employee participating in the partnership activities. Examples of these activities include but are not limited to: Labor Management Committee work referenced in Article 11 and Home Care Advocacy Day referenced in Article 28.

SECTION 11.4: EMPLOYEE HANDBOOK

Should the Employer seek to create an Employee Handbook or modify an existing Handbook (separate from this Agreement), the Employer shall allow their Labor Management Committee an opportunity to review such creation or modification prior to its implementation. The Union shall have the right to demand to bargain over any mandatory subjects of bargaining included or proposed in such a Handbook. If the LMC is unable to review a modification to the handbook prior to its implementation, the Employer shall give the Union at least thirty (30) days to do so and shall negotiate with the Union.

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

Tentatively Agreed To:

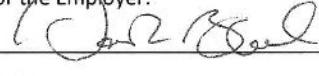
For the Union:



Date:

12/08/2025

For the Employer:



Date:

10/09/2025

SEIU 775 – Home Care Services MT
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The Labor Management Committee shall review and recommend possible changes to job descriptions annually. The Labor Management Committee shall propose recommended changes when necessary.

SECTION 11.5: HOME AND COMMUNITY BASED CARE INDUSTRY-WIDE COMMUNICATIONS

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, in building workforce development programs which prepare caregivers and Employers to meet the challenges of providing service to our rapidly aging population. Recognizing our common interests, the Parties will meet and confer over Legislative priorities, public policy goals and other matters of mutual interest in the home and community-based care industry. The Committee shall meet at least once in a reasonable time period prior to the opening of any Montana Legislative session. The Parties may mutually agree to invite other parties to participate in Communications Committee meetings. These other parties could include, but are not limited to, other unionized Employers in the home and community-based industry or long-term care policy advocacy groups.

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

Tentatively Agreed To:

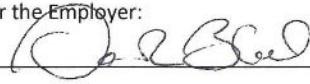
For the Union:



Date:

12/08/2025

For the Employer:



Date:

12/09/2025

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ARTICLE 19: TRAVEL PROVISIONS

SECTION 19.1: TRAVEL PAY AND MILEAGE

Portal-to-Portal Time

Employees shall be paid one hour of regular pay for every thirty (30) miles driven while traveling between work locations or clients during the workday, but at a prorated amount if under or over 30 miles driven. Employees will not be paid for time spent traveling to the first assigned workplace, nor for traveling from the last assigned work location of the workday. Employees who work an additional full shift after the last scheduled shift of the workday may claim portal to portal to and from the client.

Employees may request that the Nurse Supervisor review their schedules for the purposes of minimizing the amount of portal-to-portal time. Such considerations will include revising client service schedule(s) so that employees have minimum wait times between shifts and also that employees may consider, if possible, other client assignments which serve to minimize the amount of portal-to-portal time.

Mileage Reimbursement

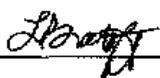
Mileage reimbursement will be compensated and administered according to the current policies and procedures of the Department of Public Health and Human Services (Senior and Long-Term Care, Med Transportation). The Department of Public Health and Human Services (Senior and Long-Term Care, Med Transportation) retains the right to determine the most efficient drive routes.

The Employer may provide mileage reimbursement to and from private pay clients contingent upon the client's agreement.

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

Tentatively Agreed To:

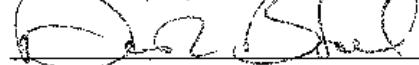
For the Union:



Date:

12/08/2025

For the Employer:



Date:

12/08/2025

SEIU 775 – Home Care Services MT
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~~Union Proposal 10/29/2025~~
Employer Proposal 12/08/2025

Time - _____

SECTION 19.2: INSURANCE AND DRIVER'S LICENSE

Employees on duty shall maintain a current valid driver's license if required to drive to assignments or while on assignments.

Employees on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the state of Montana. The Employer shall require proof of sufficient liability insurance.

SECTION 19.3: DOCUMENTATION OF EXPENSES

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

SECTION 19.4: SPEEDING TICKETS

The Employer shall not be liable for any moving violation or parking tickets related to the employee's operation of a vehicle even if this occurs during working hours for the Employer.

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

Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:

12/08/2025

ARTICLE 20: COMPREHENSIVE HEALTH AND WELFARE BENEFITS

SECTION 20.1: BENEFITS PROVIDED THROUGH THE TRUST

The SEIU 775 Multi-Employer Health Benefits Trust (“Trust”) provides medical, dental, prescription drug and vision coverage for eligible workers as a unified and comprehensive benefit program. Subject to the continued availability of reimbursement from the Employer’s state funding sources, the Employer shall provide comprehensive employee health care, dental, prescription drug and vision benefits through the Trust to the extent available. The bargaining parties acknowledge that the Trust has the sole discretion to determine the benefit plans offered and their terms provided that such coverage meets the requirements for multiemployer plan interim relief set forth in *Shared Responsibility for Employers Regarding Health Coverage*, 26 CFR Parts 1, 54, and 301, 78 Fed. Reg. 217, and any successor guidance. The Trust shall coordinate with the Employer in regards to providing Plan information to eligible employees and dependents (where applicable).

SECTION 20.2: ELIGIBILITY

Pursuant to any eligibility requirements set forth in this Agreement, or established by the Trust, employees shall qualify for health and welfare benefits through the Trust as outlined in DPHHS rules and regulations regarding the reimbursement of health care costs to the Employer. Should the DPHHS rules and regulations on health care reimbursement change substantially, the Union and the Employer agree to bargain over the impact of such

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

Tentatively Agreed To:

For the Employer:

Union Rep

Date:

12/09/2025

Employer P3
For the Union:

Pba/bas

Date:

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changes. Employees who do not qualify for these benefits as outlined in DPHHS rules and regulations may participate at their own expense.

Should a participant fail to meet the eligibility requirements, the Employer shall notify them that they have not worked enough hours to maintain eligibility. The Trust shall be responsible for administering the COBRA continuation provisions for the Employer's employees and their dependents participating in the Trust in accordance with the requirements of COBRA.

SECTION 20.3: EMPLOYER CONTRIBUTIONS

Subject to the availability of reimbursement from the Employer's state funding sources, the Employer shall pay to the Trust the employee premium for health care coverage up to the maximum dollar amount allowed for reimbursement of benefit costs by the DPHHS (and less the employee deductible referenced below) for all employees who are eligible for coverage. The bargaining parties recognize the provision of benefits by the Trust is conditioned upon the receipt of the required employer contributions.

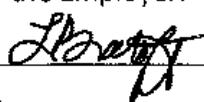
SECTION 20.4: EMPLOYEE CONTRIBUTIONS

Employees enrolled in a Trust plan shall pay a premium co-share of ~~forty-fifty~~ dollars (\$40-\$50) per month for health care coverage. Employees wishing to enroll their spouse or eligible dependents in an available Trust plan(s) may do so at their own cost if such dependent coverage is available. Employees shall pay their employee deductible and dependent premium charges (if applicable) via payroll deduction if they so authorize in writing.

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

Tentatively Agreed To:

For the Employer:



Date:

12/09/2025



For the Union:



Date:

10/09/2025

SECTION 20.5: SAVINGS

If mandated requirements for the DPHHS reimbursements change substantially, the Employer and Union shall meet to negotiate changes. 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, and fiduciary agent, the Trust shall indemnify and hold harmless from liability the Employer from any claims by beneficiaries, health care providers, vendors, insurance carriers, or employees covered under this Agreement to the extent such liability is related to the Trust's performance (or lack of performance) of its responsibilities hereunder and under applicable law, provided that the Trust will not indemnify and hold harmless the Employer to the extent the liability results from the Employer's gross negligence or willful misconduct.

It is recognized that the Employer's role in regards to the Trust are limited to those established by this Agreement and the proper payment of employer contributions, the collection of employee contributions and the reporting of eligibility and other information as required by the Trust and applicable law. It is acknowledged that the Board of Trustees of the Trust are the Plan Sponsor, Plan Administrator and Named Fiduciary of the Trust as those terms are defined in ERISA and that the Trust has assumed the legal responsibilities consistent with these designations and applicable law.

SECTION 20.6: ENROLLMENT INFORMATION AND COORDINATION

The Employer, the Union, and the Trust shall coordinate to provide information about the health care coverage options to employees and shall arrange for translation or interpretation to

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

Tentatively Agreed To:

Union P3
For the Employer:

L. Bratt

Date:

12/09/2025

Employer P3
For the Union:

Q. Q. Q. Q.

Date:

12/09/2025

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facilitate employee understanding of the plans if necessary. Open enrollment meetings and materials shall be made available to all employees at least annually.

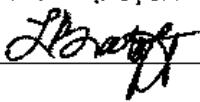
SECTION 20.7: CONTROLLING AGREEMENT

This Agreement controls in the event there is a dispute as to the terms or provisions appearing in this Agreement and any Trust documents.

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

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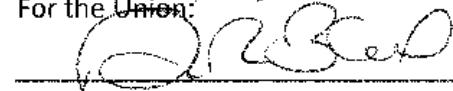
For the Employer:



Date:

12/09/2025

For the Union:



Date:



ARTICLE 22: PAID TIME OFF

SECTION 22.1: ACCRUAL

Employees are eligible to accrue and use paid time off, except those that elect to receive pay-in-lieu of benefits (PIB). Paid time off is available to those employees that do not elect the pay-in-lieu of benefits option. Employees shall accrue one (1) hour of paid time off for twenty-eight ~~six~~ (268) hours worked.

Employees shall accrue, but not be able to use, paid time off during their initial probationary period. Each employee's personal leave balance will be shown on their pay stubs.

SECTION 22.2: USE OF PAID TIME OFF AND SCHEDULING

Employees shall be eligible to take paid time off after their initial probationary period. Employees may use any accrued paid time off for sick leave caring for others, in shift increments, single days off, or consecutive days of vacation. Employees must submit paid time off requests for vacation time off in writing at least two (2) weeks prior to the date of time off requested and the Employer will respond in writing within five (5) business days. In the event that too many employees request paid time off for the same time period, and the Employer cannot ensure safe client coverage, paid time off approvals shall be granted by seniority within the office to which the employee is primarily assigned.

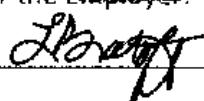
SECTION 22.3: CASH-OUT

Employees may elect to cash out their accrued, unused paid time off. Employees may exercise this cash-out option up to twice per year, however, the Employer will not unreasonably deny additional requests. If the employee does not exercise the cash-out option, ~~then the first remaining up to 1420 remaining hours of accrued unused paid time off shall continue to be carried forward. Accrued unused paid time off in excess of 1420 hours will be cashed out on the~~

Home Care Services, LLC reserves the right to add to, modify or withdraw this proposal.

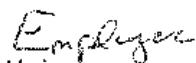
Tentatively Agreed To:

For the Employer:

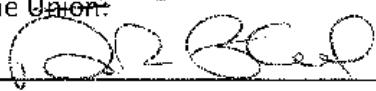


Date:

12/08/2025



For the Union:



Date:

12/08/2025

Home Care Services, LLC
2025-2027 – Complete CBA
Employer Proposal – October 2025

Time - _____

last pay period of the year. Employees will be informed of their ability to cash out and of the pending cash out at the end of the year.

The Employer shall notify employees of the cash-out option under this Agreement and shall provide a form for employees who wish to exercise their cash-out option.

Employees who terminate their employment shall be paid for all unused, accrued paid time off. Such cash out shall be made by the Employer at the time of the employee's final pay period and paycheck.

SECTION 22.4: NOTICE AND PROOF OF ILLNESS

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

Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. However, Employees shall personally notify their supervisor(s) of illness no less than three (3) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement.

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

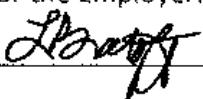
SECTION 22.5: COMBINATION WITH OTHER BENEFITS

Payment of accrued paid time off shall supplement any disability or workers' compensation benefits. The combination of paid time off payments and disability or workers' compensation benefits shall not exceed the amount the employee would have earned had the employee worked her/his/their normal schedule.

Home Care Services, LLC reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Employer:



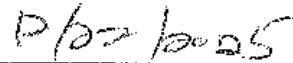
Date:

12/08/2025

For the Union:



Date:



Home Care Services, LLC
2025-2027 – Complete CBA
Employer Proposal – October 2025

Time - _____

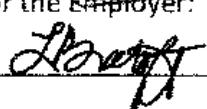
SECTION 22.6: PTO DONATION PROGRAM

Employees may request to donate any of their accrued and available paid time off to other employees in writing granted that the leave request without pay has been granted to the employee receiving such donation. The request to donate PTO hours shall not be unreasonably denied by the Employer.

Home Care Services, LLC reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

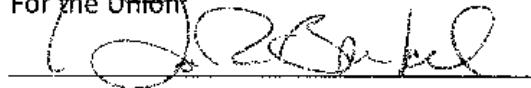
For the Employer:



Date:

12/08/2025

For the Union:



Date:

12/08/2025

SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union Proposal – 10.29. Employer Proposal 10.29. HR 12.09.2025 FP 12.09.2025

Time - _____

ARTICLE 23: WAGES AND PREMIUMS

SECTION 23.1: AVAILABLE FUNDING

The Union and the Employer agree that all future 'collective bargaining' shall only include those increased Medicaid and State fund reimbursements which exceed current funding levels, specifically for Personal Care Attendant wages which the Union is able to secure through its lobbying and public policy activities.

SECTION 23.2: Wage scale

Employees covered by this Agreement shall be compensated as follows:

Personal Care Attendant (Probationary Wage for Regular): \$15.84

Waived for those new hires that have certification or experience that meet CPNHS (SLT) standards.

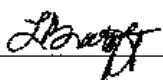
Personal Care Attendant Hourly Regular Wage:

CBA	Starting Wage	Start Date 2014-2023	Start Date 1585-2010
HomeCare Montana	\$16.00	Starting wage \$0.15	Starting wage \$0.50
DCWV	\$0.80		

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

Tentatively Agreed To:

For the Union:



Date:

12.09.2025

For the Employer:



Date:

12/09/2025

SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union-Proposal-10-28-Employer-Proposal-10-30-19-10-08-2025-EP-12-09-2025

Time - _____

40-638	\$16.69		
Total PIAA Wage	\$18.49		
Advanced Training		\$0.25	\$0.25
Total		\$18.69	\$19.15

*Upon successful completion of Advanced Home Care Training a \$0.25 increase is added.
 Personal Care Attendant (Hourly wage for PIB):

CBA	Starting Wage	Start Date 2018-2022	Start Date 1995-1996
HomeCare Montana	\$16.13	Starting wage \$16.15	Starting wage \$16.50
OTIAH	\$0.80		

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

Tentatively Agreed To:

For the Union:



Date:

12.09.2025

For the Employer:



Date:

12/09/2025

SEIU 775 – Home Care Services MT
2025-2027 – Complete CBA

2025-2027 – Complete CBA

KINETIC STUDY OF POLY(1,3-PHENYLICARBOXYLIC ACID) 2093

Time -

Customer Name	Order No.	Order Date	Delivery Date	Delivery Status	Customer Address	Customer Contact
Customer 1	Order 1	2023-01-01	2023-01-05	Delivered	123 Main St, Anytown, USA	John Doe
Customer 2	Order 2	2023-01-02	2023-01-06	Pending	456 Elm St, Anytown, USA	Jane Smith
Customer 3	Order 3	2023-01-03	2023-01-07	Delivered	789 Oak St, Anytown, USA	Bob Johnson
Customer 4	Order 4	2023-01-04	2023-01-08	Pending	111 Pine St, Anytown, USA	Sarah Williams
Customer 5	Order 5	2023-01-05	2023-01-09	Delivered	222 Cedar St, Anytown, USA	Mike Davis
Customer 6	Order 6	2023-01-06	2023-01-10	Pending	333 Birch St, Anytown, USA	Linda Green
Customer 7	Order 7	2023-01-07	2023-01-11	Delivered	444 Holly St, Anytown, USA	David White
Customer 8	Order 8	2023-01-08	2023-01-12	Pending	555 Maple St, Anytown, USA	Emily Black
Customer 9	Order 9	2023-01-09	2023-01-13	Delivered	666 Pine St, Anytown, USA	Frank Green
Customer 10	Order 10	2023-01-10	2023-01-14	Pending	777 Cedar St, Anytown, USA	Grace White

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

Tentatively Agreed To:

For the Union;

For the Employer

John McBeth

Date:

12.09.2025

10/22/2005

SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union Proposal ~ 10.29 Employer Response ~ 10.29.112-12.08.2025 EP 12.09.2025

Time - _____

HB 628	\$169		
Total PCA Wage	\$13.53		
Total		\$18.68	\$19.03

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

Tentatively Agreed To:

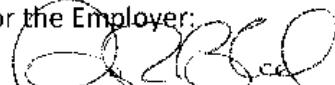
For the Union:



Date:

12.09.2025

For the Employer:



Date:

10/22/2025

SEIU 775 – Home Care Services MT
 2025-2027 – Complete CBA
 Union-Proposed – 129 Employees for proposed 116,301 up 12,434-2025 End 12/29/2025

Time - _____

Category	Starting Wage	Starting Wage	Starting Wage
Residential Care	\$10.00	\$10.00	\$10.00
Non-Essential	\$10.50	\$10.50	\$10.50
Home Health	\$10.50	\$10.50	\$10.50
Personal Care	\$10.50	\$10.50	\$10.50
Respite	\$10.75	\$10.75	\$10.75
Transportation	\$11.00	\$11.00	\$11.00
Respite	\$11.25	\$11.25	\$11.25
Transportation	\$11.25	\$11.25	\$11.25
Total Starting Wage	\$102.35	\$102.35	\$102.35

Category	Starting Wage	Starting Wage	Starting Wage
NYC Year 3	\$10.65	\$10.65	\$10.65

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

Tentatively Agreed To:

For the Union:



Date:

12.09.2025

For the Employer:



Date:

12/29/2025

SEIU 775 – Home Care Services MT
2025-2027 – Complete CBA
Contract Period: September 2025 – August 2027

Time - _____

Category of Employment	Current Wage	Proposed Wage	Change	Rate
Home Health Aide	\$14.00	\$14.42	\$0.42	\$25.75
Respite Caregiver	\$10.25	\$12.25	\$2.00	\$25.75
Respite Worker	\$12.75	\$13.75	\$1.00	\$25.75

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

Tentatively Agreed To:

For the Union: Howard

Date: 12.09.2025

For the Employer: John Bledsoe

Date: 12.09.2025

SEIU 775 – Home Care Services MT
2025-2027 – Complete CBA

2025-2027 – Complete BA

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

Tentatively Agreed To:

Conclusions

For the Employer: John B. S. S.

Date:

12.09.2025

Date _____

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SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union Proposal - 10/19/2024 - 12/09/2025 SEP 12.09.2025

Time - _____

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

Tentatively Agreed To:

For the Union:



Date:

12.09.2025

For the Employer:



Date:

12/09/2025

SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union-Proposal --10.29. Employer-Proposal 10.30. UP 12.08.2025 EP 12.09.2025

Time - _____

Regular-PCA¶

X	Ratification-- 1/1/2024	Years of Services per Dates of Hire¶			
		12/31/2023 1/1/2020¶	12/31/2019 1/1/2016¶	12/31/2015-- 1/1/2010¶	12/31/2019-- Prior¶
Wage-increase: upon- Ratification¶	1 .50¶	1 .65¶	1 .90¶	1 1.25¶	1 1.65¶
Ratification- Base-Wages¶	18.80¶	19.30¶	19.55¶	19.90¶	21.15¶
DCW¶	.95¶	.95¶	.95¶	.95¶	.95¶
HB-638¶	1.75¶	1.75¶	1.75¶	1.75¶	1.75¶
Upon- Completion-of- Advanced- Training¶	.25-*¶	.25-*¶	.25-*¶	.25-*¶	.25-*¶
Total-PCA- Wages¶	21.50/21.75-*¶	22.25¶	22.50¶	22.85¶	24.10¶

Personal Care Attendant (Probationary Wage for Regular PCAs): \$21.25 Waived for those New Hires that have certification or experience that meet DPHHS (SLT) Standards.

*Upon Completion of Advanced Training.

Step-Increase-from-level-to-level-effective-2026-(after-Ratification)¶

X	Years of Service¶					
	0--2¶ Probation-Waived---Completion-of--- Advanced	3--5¶	6--9¶	10--13¶	14+¶	
Step-Increase-to- Base-Effective- First-of-Month- Following- Anniversary-Date¶	¶	¶	.15¶	.25¶	.35¶	.40¶

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

Tentatively Agreed To:

For the Union:



Date:

12.09.2025

For the Employer:



Date:

12/09/2025

SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union Proposal – 10.25. Employer Proposal 10.20. UPR 12.08.2025 SEP 12.09.2025

Time - _____

PIB (Pay-in-Lieu-of-Benefits)    

Year of Service	Years of Service per Dates of Hire				
	12/31/2014- 1/1/2020 ¹	12/31/2015- 1/1/2016 ¹	12/31/2016- 1/1/2017 ¹	12/31/2017- 1/1/2018 ¹	12/31/2018- 1/1/2019 ¹
Wage Increase Upon Ratification	.50%	.65%	.90%	1.25%	1.65%
Ratification Base Wages	18.938	19.438	19.688	20.038	21.288
DCWRA	.95%	.95%	.95%	.95%	.95%
HS 6388	1.75%	1.75%	1.75%	1.75%	1.75%
Total PIA Wages	23.648	22.128	22.388	22.738	23.988

¹

Step-Increase from level to level effective 2026 (after Ratification) 

Step-Increase from level to level effective 2026 (after Ratification) 	Years of Service				
	0-2 ¹	3-5 ¹	6-9 ¹	10-13 ¹	14-8 ¹
Step-Increase Base Effective First of Month Following Anniversary Date ¹	1%	1%	1%	1%	1%

Wages will increase by 50.25% the second year of the contract. 

New wage table effective on the date of ratification 

Employees receiving PIB ("Pay-in-Lieu of Benefits) shall only be eligible to participate in the Healthcare for Healthcare Workers' Initiative for health care benefits. Employees receiving PIB

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

Tentatively Agreed To:

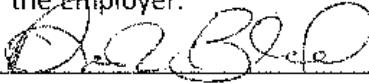
For the Union:



Date:

12.09.2025

For the Employer:



Date:

12/09/2025

SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union Proposal – 10.28. Employer Proposal 10.20.09.12.08.2025 SEP 12.09.2025

Time - _____

shall only include those employees who provide self-directed personal care services as defined by the Montana DPHHS.

SECTION 23.3: WAGE INCREASE/DIRECT CARE WORKER BONUS

The Employer and the Union have established a mutually agreeable process for the distribution of funds specifically appropriated by the State of Montana for Direct Care Worker wages and bonuses. These funds are referred to as the Direct Care Wage Initiative (DCWI).

The process for distribution of these funds which are received by the employer in lump sum payments shall be as follows:

The employer, upon receipt of DCWI lump sum funding, and with approval of the Union, will establish a per hour wage amount to be paid equally to all employees covered by this Agreement.

The DCWI hourly wage will be paid in addition to the regular wages referenced in Article 23: Wages & Premiums, Section 23.2 Starting wages.

The DCWI hourly wage will be disbursed through a specific payroll item (wage rate) called the DCWI Wage Differential. This DCWI Wage Differential amount will appear on all employee paychecks.

Any DCWI funds remaining at the end of each State Fiscal Year (SFY), June 30, will be disbursed in the form of an employee bonus based on the number of hours worked in a previous six (6) month period, and be based on the employee's seniority.

The Employer will provide the Union with notice of their distribution of the bonuses at the time the notices are sent to PCAs. The notice will include the total bonus amount distributed.

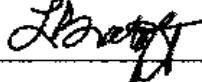
The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:

12.09.2025

Date:



For the Employer:



Date:

12/09/2025

SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union Proposal – 10.26.Employee_Proposal 20.30.110-13.06.2025 SEP 12.09.2025

Time - _____

SECTION 23.4: DIRECT CARE WORKER BONUS PAYMENTS

Current and active employees at the time of the DCWI bonus disbursement shall be entitled to receive this bonus.

Hours Worked During Eligibility Period.

The Employer may determine the exact six-month time period to be utilized, but will endeavor to use as recent a time period as possible.

The amount of bonus paid to each employee shall be determined using the following criteria:

- The number of hours worked in the six-month eligibility period prior to the distribution of DCWI bonus payments.
- Seniority

Date of Hire Bonus Formula

Prior to 12/31/2009-2012: \$0.59-52 X total hours worked in 6-month eligibility period.

1/1/2010-2013 through 12/31/2017: \$0.48-45 X total hours worked in 6-month eligibility period. 1/1/2018-4 through 12/31/201227: \$0.38 X total hours worked in 6-month eligibility period.

1/1/2019-2023 to current eligibility period: \$0.31 X total hours worked in 6-month eligibility period.

In the event that these calculations produce a total bonus amount that is higher than available DCWI funding, the employer shall reduce individual bonuses by an even amount for each worker to match available funding. The Employer shall attempt to ensure to keep any reduction separated by seven cents (\$0.07) between each of the seniority dates listed above. In the event that the seven cents (\$0.07) separation results in an over or under amount of available funding, the change to the separation cents will be kept as small as

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

Tentatively Agreed To:

For the Union:



Date: ..

12.09.2025

For the Employer:



Date: ..

12/09/2025

SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union Proposal – 10.19 Employer Proposal 10.20.25 SEP 12.09.2025

Time - _____

possible. The Employer will notify the Union of any adjustments made to the disbursement process as far in advance as possible. The Employer and the Union may also agree to establish a minimum amount to bonus for each employee.

SECTION 23.5: MENTORING DIFFERENTIAL

Mentoring was established to provide real time training and colleague insight into the profession by Mentor's one on one time with Mentee and client.

Any employee that is assigned to a Mentorship position shall be compensated as follows: Mentors shall be paid four dollars (\$4.00) per hour in addition to their regular rate of pay for all paid care time spent with Mentees.

The Employer and the Union agree to continue to monitor and make improvements to Mentorship through the Labor Management Committee.

SECTION 23.6: SPECIAL SKILL/EXTRAORDINARY CARE DIFFERENTIAL

To meet client behavior needs, effective upon ratification of this agreement, all hours worked for clients who have behaviors and/or conditions which the Employer determines significantly impact the provision of personal care and/or which necessitate additional effort, special skills as defined and authorized by the employer shall be paid an additional one dollar (\$1.00) per hour. Criteria for the special skill/extrordinary care differential shall include, but not be limited to:

- Extreme behavioral issues;
- Excessive/difficult travel to clients; and

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

Tentatively Agreed To:

For the Union:



Date:

12.09.2025

For the Employer:



Date:

10/20/2025

SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union Proposal – 10.09. Employer Proposal 20.09.112-12.09.2025 EP 12.09.2025

Time - _____

- Emergency personal care needs for a client or clients, including but not limited to providing care to a client who is HIV positive, who has AIDS, HEPATITIS C, COVID-19 or who has an active communicable disease, such as MRSA under current prescriptive treatments as determined and documented by a duly-licensed medical professional qualified to make the diagnosis.
- Urgent, temporary staffing needs as determined by the Employer.

SECTION 23.6: ON-CALL SCHEDULERS

Any Employees who are assigned to the On-Call Schedulers position shall be compensated as follows:

Weekday Rate: \$18.00 per day

Weekend Rate: \$32.00 per day

23.6.1 MILEAGE

On-Call Schedulers shall be eligible for the IRS mileage reimbursement rate, to be updated in an annual basis per mile for any miles driven directly related to the duties of the on-call scheduler (including but not limited to: driving to the office to pick up scheduling materials, fill-in shifts, etc.).

SECTION 23.7: CLIENT/SERVICE INACCESSIBLE PAY

If an employee is unable to provide service to a client due to the client's failure to answer the door, or if the client is not home, or if the client has cancelled service and the employee is not notified, the employee shall notify the Employer by telephone promptly. If the Employer is unable to provide a substitute assignment, the employee shall be paid at the straight time hourly wage rate for up to two (2) hours show-up/no access pay.

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

Tentatively Agreed To:

For the Union:



Date:

12.09.2025

For the Employer:



Date:

12/09/2025

SEIU 775 – Home Care Services MT

2025-2027 – Complete CBA

Union Proposal - 10.29. Employer Proposal 10.20.44-12.08.2025 EP 12.09.2025

Time - _____

SECTION 23.8: OVERTIME

Employees required to work in excess of forty (40) hours in a week shall be paid overtime for such additional hours at the rate of one and one-half (1 ½) times their regular hourly rate of pay. Paid time off or union leave time or any other time that is not actual hours worked shall not be considered time worked for the purposes of this section.

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

Tentatively Agreed To:

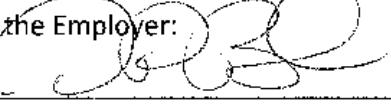
For the Union:



Date:

12.09.2025

For the Employer:



Date:

10/23/2025

ARTICLE 28: HOME CARE ADVOCACY DAY UNION LEAVE

The Employer agrees to grant up to fifteen percent (15%) of its bargaining unit employees, by the selection of the Union, at least two paid leave days each calendar year for the general purpose of public action and advocacy to improve the quality of long-term care. One of these days will be reserved for use as decided by the policy agenda created by Home Care Services, LLC. The other paid day will be designated by the Union. Employees participating in either day will access the use of Paid Bank Time referenced in Article 11.3. ~~The Union shall designate in writing to the Employer the employees who are~~ ~~The Union shall designate in writing to the Employer the employees who are~~ ~~Employees will request~~ ~~ing~~ such leave at least fourteen (14) calendar days in advance. Leave requests shall take client needs into consideration but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests. Employees on paid leave for advocacy activities shall receive their regular rate of pay for the number of scheduled hours normally worked on that day. Such paid leave time shall not be counted for the purpose of overtime computation.

The Union shall submit a list of those employees who attend the designated advocacy days, to verify attendance for the Employer's purpose of paying leave. The Union shall provide this information no later than the date that timesheets are due for the payroll period following the designated advocacy day.

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

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

Tentatively Agreed To:

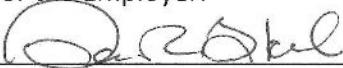
For the Union:



Date:

12/08/2025

For the Employer:



Date:

12/09/2025

ARTICLE 30: TERM OF AGREEMENT

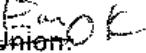
This Agreement shall become effective on November 1, 2025, and shall remain in effect through midnight (12 am) October 31, 2027. All terms and conditions in this Agreement shall become effective upon the date the Employer is notified in writing of the conclusion of the Union's ratification process, unless a specific date for implementation is referenced within the Agreement.

In the event that during the term of this Agreement, the State of Montana substantially changes the anticipated funding 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.

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

Tentatively Agreed To:

For the Union:



Date:

10/30/2025

For the Employer:



Date:

10/30/25

Article XX2 IMMIGRATION-RELATED EMPLOYMENT PRACTICES

SECTION X2.1 ICE/DHS ACCESS TO THE WORKPLACE

The Employer shall require a judicial warrant or other legal document for any immigration or citizenship related inquiries to enter into any non-public areas of the workplace, 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 OHSC or any other federal, provincial or territorial government agent appears on or near the employment premises requesting information regarding a bargaining unit employee, to enable a Union representative or attorney to protect the rights of that bargaining unit employee.

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 its members.

SECTION X2.2 INSPECTIONS AND AUDITS

The Employer shall have 3 days to 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 will occur in Employer's Corporate office may not occur in a location where the DHS or other immigration officials may likely where interaction with bargaining unit employees is minimized.

SECTION X2.3 WORK AUTHORIZATION AND REVERIFICATION

The Employer shall not impose work authorization verification or reverification requirements greater than those required by law. If the law changes, the Union and the Employer recognize that the Employer is bound to follow the law.

I-9 retention policies. The employer will maintain employee I-9 forms in a file separate from personnel records. In addition the I-9 Forms will only be accessible in the employers corporate

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

Tentatively Agreed To:
For the Union: John Stoff
Date: 12/11/2025

For the Employer: Baron R. Kueh
Date: 12/29/25

SEIU 775 – Home Care Services

2025-2027 Complete CBA

Union Proposal/04-1426-A-Employer-Proposal-2461-IP V3- 2025 12/11/2025 Time -

2025, as required by law. The employer will not duplicate, either by photocopy, electronic or any other method, the documents provided by the employee in connection with the I-9 process, and will not retain any copies, however obtained, in any files. The employer will notify the Union with the Union before implementing any change to the retention of I-9 forms, including but not limited to retention on microfilm or microfiche.

- For purposes of verification or re-verification, an employee shall not be considered a new hire as provided in 8 CFR 6.274a.2(b)(1)(viii).
- A worker going through the verification or re-verification 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 re-verification process.
- Upon request, the Employer agrees to meet and discuss with the Union the implementation of a particular verification or re-verification process.
- The employer shall provide the employees with a reasonable opportunity of not less than two weeks/seven days to present other documents as listed on Form I-9 to establish their employment authorization when DHS notifies the employer that certain employees do not appear to be authorized for continued employment.
- Nothing in this provision shall be interpreted to limit the employee's rights to continued employment under the "receipt rule," which grants employees ninety (90) days to present to the company a replacement document of a previously issued but expired employment authorization.

SECTION X2.4 SSA NO-MATCH LETTERS OR OTHER NO-MATCHES

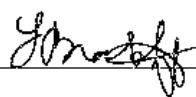
Except as required by law, a Social Security Administration "no-match" letter, a phone or computer verification of a no-match, or an IRS no-match shall not constitute a basis for taking any adverse employment action against an employee, for requiring an employee to correct the no-match, or for re-verifying the employee's work authorization. Upon receipt of a no-match letter, the Employer shall notify the employee and provide the employee and Union with a copy of the letter. The employee will be provided an opportunity to correct the no-match issue. However, if the no-match issue is not resolved within ten days, the employee will be pulled from shifts until no-match letter is corrected. The Employer may contact SSA or IRS if the employee provides information to correct a no-match letter.

The employee will contact DHS, the SSA, or any other governmental agency after receiving notice of the "no-match" from the IRS.

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

Tentatively Agreed To:

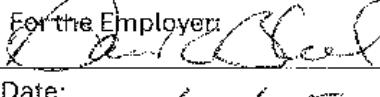
For the Union:



Date:

12/11/2025

For the Employer:



Date:

12/11/25

SEIU 775 – Home Care Services

2025-2027 Complete CBA

Union Proposal 104 - 2025-2027 Employee Proposal 10709 UP v2 - 2025.12.11.2025, Time -

SECTION X2.5 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 X2.6 PARTICIPATION IN E-VERIFY AND SIMILAR PROGRAMS

The Employer shall not notify the Union if it elects to participate in E-Verify or other similar federal, state or local program unless required by law.

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

- a. Provide the Union a copy of its E-Verify or other Home-Procedure of Agreement with the relevant government agency;
- b. Notify 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 5274a.2(b)(1)(ii);
- c. Not use 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 X2.7 WORK AUTHORIZATION ISSUES

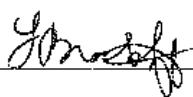
The Employer shall provide to the employee that it hired and the Union written notification when it certifies that the employee's work authorization documents on Form I-9 form are deficient or that the employee must verify a work authorization, specifying:

- the specific document or documents that are deemed to be deficient and why the document or documents are deemed deficient;
- what steps the worker must take to correct the matter;
- the employee's right to have a Union representative present during the verification or re-verification process; and;
- any rights which the worker may have in connection with the verification or re-verification.

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

Tentatively Agreed To:

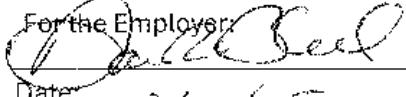
For the Union:



Date:

12/11/2025

For the Employer:



Date:

12/29/25

SEIU 775 – Home Care Services

2025-2027 Complete CBA

Union Proposal (ID# - 2025-05-Immigration-Leave-09) LP V3 - 2025-12/11/2025 Time -

Procedure under this Article:

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 initial entry period and their employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to their former position without loss of seniority upon the presentation of members providing proof of work authorization documents 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.

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 12 months of commencement of an extended absence. The Employer cannot guarantee that the employee will be returned to their original schedule, hours, or clients. The Employer may require documentation of appearance of such proceedings.

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

SECTION X.9 MANAGEMENT TRAINING

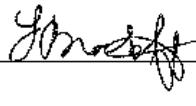
The Employer shall train all managers and supervisors on the requirements of this Article within 26 days of its execution and thereafter within 2 months of hiring any new manager or supervisor.

SECTION X.10 MANAGEMENT TRAINING

In accordance with established practices, the Employer will inform staff of all new changes in this CBA, including Article XXI: Immigration Related Employment Practices Article and will be instructed to direct all/any immigration issue to the corporate office.

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

Tentatively Agreed To:

For the Union: 

Date:

12/11/2025

For the Employer:

Date:

12/09/25

ARTICLE XY: USE OF ARTIFICIAL INTELLIGENCE (AI)

SECTION XY.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. The Employer and the Union shall include discussions of AI in the work place as a part of its agendas for LMC meetings.

SECTION XY.2 NOTIFICATION AND BARGAINING REQUIREMENTS

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

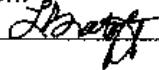
SECTION XY.3 DATA PROTECTION AND PRIVACY

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.

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

Tentatively Agreed To:

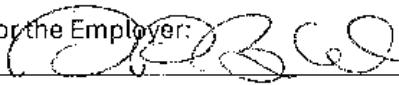
For the Union:



Date:

12/11/2025

For the Employer:



Date:

10/22/2025

ARTICLE XZ: ELECTRONIC VISIT VERIFICATION (EVV)

Under the Federal 21st Century Cures Act and State mandate, the Employer is required to use an electronic visit verification (EVV) system. Use of EVV is required and replaces the use of paper timesheets, travel/mileage documentation and other employee paper documentation.

The Employer will pay employees at their regular rate of pay for time spent in EVV training that HCS MT requires employees to attend.

The Employer agrees not to release GPS coordinates collected through utilization of EVV except to comply with state and federal law.

The Parties agree to meet in the Labor Management Committee to review its impact and identify areas potentially needing improvement.

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

Tentatively Agreed To:

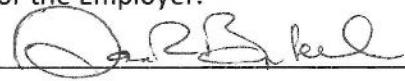
For the Union:



Date: 13/08/2025



For the Employer:



Date:

13/09/2025