

Collective Bargaining Agreement

between

SEIU 775

and

First Choice In Home Care

Effective July 1, 2021 to June 30, 2023

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ARTICLE 1: RECOGNITION

First Choice In-Home Care (hereafter referred to as the “Employer”) recognizes SEIU 775 (hereafter referred to as the “Union”) as the sole and exclusive collective bargaining agent for all employees who are employed by the Employer throughout the State of Washington in the position of home care worker, who perform home care and personal services, or work in any position related to delivery of such in-home services, including but not limited to: home care workers, home care aides, home care aides – certified (HCA), caregivers, personal care assistants, Certified Nursing Assistants (CNA or NAC), Nurse Aides Registered (NAR), Licensed Practical Nurses (LPN or LVN), Registered Nurses (RN), and any other similar job title or classification; excluding all employees not employed in the in-home services or programs delivered by the Employer, managers, confidential employees, office clerical employees, translators, professional employees, guards, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2: UNION MEMBERSHIP AND UNION SECURITY

SECTION 2.1: UNION MEMBERSHIP

No later than thirty (30) calendar days following the effective date of this Agreement, all present bargaining unit employees must, as a condition of employment, be or become and remain members of the Union tendering periodic dues and fees as determined by the Union. All new employees hired after the effective date of this Agreement shall be or become and remain a member of the Union no later than the thirtieth (30th) calendar day of employment. Per the terms of Section 2.2 of this Article, any employee who fails to satisfy this obligation shall be discharged by the Employer, and the Employer shall provide written notice to the Union of such discharge within thirty (30) calendar days.

SECTION 2.2: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS

The Union may demand the discharge of any bargaining unit employee who fails to comply with the provisions under Section 2.1 of this article. The Union shall provide notice that the employee’s Union payment obligation has not been satisfied and the delinquency renders the

employee subject to termination under this section. The notice to the delinquent employee shall include a) the fact that the Union has no record of the employee's membership or religious exemption, and b) the action required by the employee in order to satisfy requirements of this Agreement. This notice may include: the amount needed to pay delinquent dues in full, a membership form, and/or any other action needed on the part of the employee to satisfy obligations of this Agreement. The Union shall, at the same time, notify the Employer of the employee's name and reason for delinquency of any employee.

Should the employee fail to satisfy obligations of this Agreement, within fifteen (15) calendar days from the date of the original notice of delinquency, the Union may request in writing that the Employer discharge the employee. Following receipt of such request, the Employer shall discharge the employee within thirty (30) calendar days of the date of the Union's request as long as the Employer can ensure the health and safety of the employee's clients. The Employer shall provide written notice to the Union of such discharge within thirty (30) calendar days.

SECTION 2.3: DUES DEDUCTIONS

The Employer agrees to deduct from each bargaining unit employee's pay all authorized dues, fees, and assessments as determined by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall endeavor to remit the same to the local Union within five (5) business days after the end of each payroll date for which dues were deducted. The Union acknowledges that it will require time and expense for the Employer's third-party payroll vendor to program the requested changes, and that the Employer will continue to remit the dues deductions to the Union within fifteen business days after the end of each month for which dues are deducted until such time that the requested programming updates are available to the Employer. The employee can either sign the membership form electronically in the presence of the Employer through the Union's online registration system or sign the paper membership form. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) calendar days of execution of this Agreement, and thirty (30) calendar days before the effective

date of any change. The Union reserves the right to enforce the terms and conditions of each employee's signed membership card with regard to when authorizations for deductions may be revoked. The Employer shall honor the terms and conditions of each employee's signed membership card.

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 2.4: POLITICAL ACCOUNTABILITY FUND (COPE)

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

SECTION 2.5 VOLUNTARY DEDUCTIONS

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

The authorization will remain in effect until or unless revoked in writing by the employee or the

Union. The Employer shall remit the authorized voluntary contributions to the local Union at the same time as the remittance of dues.

SECTION 2.6: ELECTRONIC SIGNATURE AND VOICE AUTHORIZATIONS

The parties acknowledge and agree that, consistent with the Electronic Signatures in Global and National Commerce Act (Pub. L. 106–229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96), the terms “authorize,” “authorized”, “authorization form” and “written authorization,” as used in this Agreement, include without limitation authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law.

Electronic records include electronically recorded phone calls, an online deduction authorization, or by any other means of indicating agreement so long as the Union can establish that such method is verifiable and allowable under state and federal law to the Employer’s satisfaction. The Union, therefore, may use electronic records and voice authorizations to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records and/or voice authorizations of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

SECTION 2.7: BARGAINING UNIT INFORMATION AND REPORTING

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s) and a current home address on file with the Employer. The Employer shall endeavor to provide a roster of all bargaining unit employees to the Union five (5) business days after each payroll date. The Union acknowledges that it will require time and expense for the Employer’s third-party payroll vendor to program the requested changes, and that the Employer will continue to remit a roster of all bargaining unit employees to the Union on a monthly basis until such time that the requested programming updates are available to the

Employer. This information shall be transmitted securely in a mutually agreeable format.

Subject to the programming capabilities of the Employer's third-party vendor, the roster shall include each employee's:

- Employee number
- First Name
- Middle Name
- Last Name
- Social Security Number
- Phone Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Mobile Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Address Type (Mailing, Physical)
- Address 1
- Address 2
- City
- State
- Zip
- Address Last Updated
- Email
- Birthdate
- Gender
- Preferred Language
- FTE status
- Hire Date
- Termination Date
- Reason for termination
- "Last" or "Most Recent" Rehire Date (if applicable)
- Wage rate
- Overtime hours
- Mileage amount (number of miles)
- Differential rate (if applicable)

- Paid time off hours paid
- Paid time off hours balance (rolling total should include the hours earned/used/forfeited on each row).
- Cumulative lifetime hours worked used for wage step determination (CCH balance – rolling total should include the hours worked on each row).
- Retro pay amount
- Retro pay hours
- Pay Period Start Date
- Pay Period End Date
- Pay Period Hours
- Dues deduction amount
- Voluntary Deduction 1 Type
- Voluntary Deduction 1 Amount
- Voluntary Deduction 2 Type
- Voluntary Deduction 2 Amount
- Voluntary Deduction 3 Type
- Voluntary Deduction 3 Amount
- Voluntary Deduction 4 Type
- Voluntary Deduction 4 Amount
- Voluntary Deduction 5 Type
- Voluntary Deduction 5 Amount
- Gross pay
- Work location
- CBA Job classification

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

At the time of the transmission of the bargaining unit roster submitted to the Union, the Employer will attempt to verify that the Employer's records accurately reflect the membership

status of each employee listed and endeavor to identify any discrepancies between the roster and its records. The sum of the individual Union dues amounts in the Roster/Report shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster/Report shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

Reports shall be securely transmitted electronically in a commercially available format to be agreed upon by the Employer and the Union.

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

- Employee number
- First Name
- Middle Name
- Last Name
- Social Security Number

SECTION 2.8: DATA SECURITY

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as necessary to comply with the provisions of this Agreement, including, but not limited to compliance with Article 30: Electronic Visit Verification (EVV), for the provision of pay and/or other employment benefits, or by a regulatory agency, a private insurer, or as required by law: the names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement.

The Employer agrees to notify the Union within ten (10) calendar days if a third party has requested release of any information about the entire bargaining unit, classification, or branch.

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

SECTION 2.9: DATA MAINTENANCE

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

SECTION 2.10: MEMBERSHIP FORMS

The Employer agrees to distribute membership forms for the Union in paper or electronic format at the time of hire.

ARTICLE 3: UNION RIGHTS

SECTION 3.1: ADVOCATES

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

SECTION 3.2: ADVOCATE RECOGNITION

The Employer and the Union agree to compensate designated advocates at their regular rate of pay for their involvement in contract enforcement, with the Employer and the Union each agreeing to pay half. Contract enforcement is defined as reasonable, verifiable time spent in the course of a grievance investigation or meetings, labor management committee meetings

including safety committee meetings, orientation presentations, negotiations, and other activities that benefit both the Union and the Employer and in services as mutually agreed upon by the Union and the Employer in advance. Time spent by worker representatives in new employee orientations shall be considered hours worked for the purpose of healthcare eligibility (i.e., not for contributions).

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

SECTION 3.3: NEW EMPLOYEE ORIENTATIONS, IN-SERVICE TRAININGS AND CONTINUING EDUCATION

An integral part of each employee's tenure with the Employer is an understanding of this Agreement and the role of the Union in the employment setting. As such, representatives designated by the Union shall be permitted to attend the Employer's new employee orientations. The Union representative may participate in person or by phone. New employees will be paid by the employer during these times. Time spent by worker representatives in new employee orientations shall be considered hours worked for the purpose of healthcare eligibility (i.e., not contributions).

The Employer will provide the Union with twenty-four (24) hours' notice so that a Union representative may make the presentation by phone.

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

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

Additionally, new caregivers will be scheduled to attend one thirty (30) minute "Union Time"

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

SECTION 3.4: ACCESS TO THE EMPLOYER’S OFFICES

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

SECTION 3.5: ACCESS TO THE EMPLOYEE PERSONNEL FILES

The employee or the employee’s worker representative shall have the right to examine the employee’s personnel file upon request. If the employee is not present, the employee shall provide written authorization to enable the worker representative to examine the file in the absence of the employee. Employees may request that a document be removed from their personnel file. The Employer retains full discretion in determining whether the request is granted. Disputes regarding documents placed in the employee’s permanent personnel file are subject to the Grievance Procedure as stated in Article 9, and the Employer may not deny to the Union, during the process of an open investigation of an employee grievance, any information reasonably requested by the Union in regard to the investigation of such grievance.

The Employer will, upon request, provide a copy of the personnel file within fourteen (14) calendar days. The Union may, during normal business hours, examine time sheets, work production or other records that pertain to an employee’s compensation and/or benefits, in case of a dispute as to contributions and/or pay. The Union shall not be disruptive of the Employer’s business in its exercise of this provision.

SECTION 3.6: EMPLOYEE COMMUNICATIONS

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

SECTION 3.7: WEBSITES

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

SECTION 3.8: MEETING ROOMS

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

SECTION 3.9: UNION LEAVE

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

SECTION 3.10: HOME CARE ADVOCACY DAY

The Employer agrees to grant up to twenty-five (25) of its bargaining unit employees, based on a first-come, first-served basis, cumulative portions of up to two paid leave days each calendar year, as designated by the Union, for the purpose of public advocacy to improve the quality of long-term care. The Union shall designate in writing to the Employer the employees who are requesting such leave at least fourteen (14) calendar days in advance. Leave requests shall take client needs into consideration first, but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests.

Employees on paid leave for Union advocacy purposes shall receive their regular rate of pay and are to be compensated for their time up to their regularly scheduled client care shift on that day, not to exceed the total length of time the employees actually attend the advocacy event.

Within fourteen (14) calendar days of the Union advocacy event, the Union will forward to the

Employer a list of employees who attended the advocacy event and written verification of the time those employees arrived and departed such events. The Union shall provide this information in a format specified by the Employer. Employees who requested leave, but whose attendance is not verified by the records provided to the Employer and who did not report to work, shall be denied paid leave.

ARTICLE 4: EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The Employer agrees that qualified applicants for employment will be considered without regard to race, ethnicity, color, physical and/or mental disability, marital status, national or tribal origin, ancestry, gender, sexual orientation or perceived sexual orientation, gender identity, age, religion, creed, citizenship status, veteran status, lawful political beliefs or actions, union membership or activities, or other characteristics or considerations made unlawful by federal, state, or local law or applicable agency regulations.

The Employer further agrees that it shall not discriminate in terms or conditions of employment on the basis of the aforementioned characteristics (except for bona fide occupational qualifications or client preference).

The Employer and the Union also commit to support equal employment opportunity and recruitment efforts to ensure a diverse workforce. All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity.

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

SECTION 4.1: NO SEXUAL HARRASSMENT

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

SECTION 4.2: NO DISABILITY DISCRIMINATION

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

SECTION 4.3: NO WORKPLACE VIOLENCE

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

SECTION 4.4: COMPLAINT PROCEDURE

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

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

SECTION 4.5: NO RETALIATION

If an employee believes he/she is being subjected to any kind of negative treatment because the employee made a complaint or was questioned about a complaint, the employee must report the conduct immediately to the employee's immediate supervisor and/or the Employer's Human Resources Department.

SECTION 4.6: CONFIDENTIALITY

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

SECTION 4.7: IMMIGRANT SAFETY AND PRIVACY

A Union is obligated to represent all employees without discrimination based on national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state, and local regulations in addition to operating within all parameters and specific conditions set in its private compliance

agreement with federal, state, and local regulatory officials.

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

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

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

ARTICLE 5: CLIENT RIGHTS

The Employer and the Union are committed to quality care of clients. The Employer will make a good faith effort to provide support for a successful employee/client relationship(s).

It is the right of clients, in the privacy of their home, to choose the employee whom they feel the most comfortable with. The Employer supports client rights. If a client wishes to change employees, the Employer will respect the right of the client to do so. If a client chooses to change employees, the employee who is being unscheduled shall be eligible for another client(s) or equivalent hours as available, unless the client's request for a new employee was based on the unscheduled employee violating First Choice Policies and Procedures and/or

applicable home care regulations or laws. At the joint discretion of the Employer and the Union, the parties may explore through the Labor Management Committee methods of coaching, counseling or mediation to assist in the resolution of client/worker conflicts to help ensure consistent service delivery.

ARTICLE 6: PROBATIONARY PERIOD

The first one hundred and twenty (120) calendar days of employment or re-employment shall be the probationary period for all new and returning employees. During this period, the Employer shall provide specific orientation to the job performance expectations, to the Agency and to the Agency's services and programs, and to the clients served by the Agency. Supervisors shall monitor performance during this time and will provide feedback to the employee to help the employee successfully complete the probationary period. If requirements of the job are not being met, the Employer shall seek to correct the defined deficiencies with the employee. If satisfactory improvement does not result, the probationary employee may be disciplined or terminated in the sole discretion of the Employer without further notice or recourse to the grievance procedure. The discipline or discharge of an employee who is in probationary status shall not be in violation of this Agreement. Probationary employees are covered by the terms and conditions of this Agreement except as specifically noted and retain the same legal rights as other employees under the National Labor Relations Act and applicable State and Federal laws. Employees completing the probationary period shall be credited with seniority retroactive to date of hire. Seniority shall be based on hours in accordance with the wage schedules set forth in this Agreement.

ARTICLE 7: SENIORITY

Seniority shall be defined as the length of continuous service within the bargaining unit from the employee's date of hire. Continuous service shall be defined as no break in service with the exception of the following: a Union-related leave of absence, military duty, leave under the Family Medical Leave Act or Washington State Family Leave Act, or any other extended leave approved by the Employer. Seniority shall be used as described in this agreement and shall also be a factor in determining work assignments, layoffs and recalls.

Employees affected by the change in the method for determining seniority (from “number of hours worked” to “length of continuous service”), will not lose their current level of seniority.

ARTICLE 8: DISCIPLINE AND JUST CAUSE

SECTION 8.1: JUST CAUSE, FORMS OF DISCIPLINE, AND RIGHT TO REPRESENTATION

Just Cause and Progressive Discipline

The Employer shall have the right to discipline employees and/or to discharge non-probationary employees for just cause only. For purposes of this Article, just cause is defined as evidence of misconduct or negligence which the Employer investigated in good faith. All employees must be treated equally and the nature of the discipline shall be proportionate to the nature of the offense. Communications between supervisors and employees about disciplinary matters shall be respectful and discipline shall be, in general, directed at correcting performance problems. In general, progressive discipline shall be used, with the general progression as follows:

- Verbal warning
- Written reprimand or warning
- Suspension
- Termination/Discharge

The purpose of progressive discipline is intended to be corrective and not punitive in nature.

Serious Misconduct

In the case of serious misconduct, or for disqualifying crimes as defined in statutes applied to the licensed provision of home care services, the Employer may in its sole discretion, bypass any one or all of the steps of progressive discipline. In the case of any form of discipline less than termination, the employee’s disciplinary actions shall include a description of the conduct that is the basis for the disciplinary action(s).

The Employer will strive to identify specific corrective action(s) that the employee is expected to take to improve their performance.

Fact-finding

Prior to issuing any form of disciplinary action to an employee, the Employer shall attempt to investigate and gather facts surrounding the incident or conduct at issue by speaking with the employee in person or by phone. The Employer shall advise the employee of the purpose of the investigatory conference and that it could lead to disciplinary action and shall advise the employee of his/her/their right to request the presence of an advocate or Union representative during the conference with the Employer. If an employee requests the participation of an advocate or Union representative, the Employer will make a reasonable attempt to schedule an in-person meeting when the participating advocate or Union representative and employee are all available. The unavailability of an advocate or Union representative for a meeting date shall not unreasonably delay or impede the Employer's investigation or decision to take disciplinary action. In the event the Employer requests a written statement in lieu of, or in addition to, an in-person meeting, the Employer shall notify the employee of the employee's right to consult his/her/their Union representative prior to the submission of the statement.

SECTION 8.2: WRITTEN NOTIFICATION OF FORMAL DISCIPLINARY ACTION/DISCHARGE

In the case of any written reprimand (written warning) or termination/discharge for cause, the Employer shall provide a copy of the disciplinary action to the employee, stating the reasons for the discipline or termination. The document shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice:

“Signing this document indicates that you have received a copy but does not indicate that you agree or disagree with its contents. You may have the right to contest this action through filing a grievance, if you believe this action violates the Union contract. You may contact your Union advocate or the SEIU 775 office at 1-866-371-3200.”

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

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

SECTION 8.3: PAID LEAVE WHILE SUSPENDED

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

SECTION 8.4: INVESTIGATION OF JUST CAUSE BY UNION

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

SECTION 8.5: EMPLOYER RULES

The Employer may establish reasonable work rules necessary to regulate employee conduct at work. Work rules shall be reviewed with new employees and made available to all employees. The Employer may require new employees to sign a form provided by that Employer to confirm their understanding of the work rules. If the Employer proposes changes to work rules that are a mandatory subject of bargaining, the Employer will advise the Union of the proposed changes thirty (30) days in advance and the Union reserves the right to demand to bargain.

SECTION 8.6: PERSONNEL FILES

Any information about the employee may be included in the personnel file, including without limitation information regarding disciplinary action, such as client complaints, warnings, placements on probation status, and formal evaluation reports prepared by the Employer. A copy of part or all of the employee's personnel file shall be made available to the employee

upon the employee's written request. The Employer shall allow the employee and/or his/her/their Union representative (if the employee so authorizes in writing) to examine the employee's personnel file maintained in the Employer office, at a mutually agreeable time and date; files must be made available within five (5) business days of receipt of a written request. Employees who have a reasonable dispute with information in their personnel file may submit written comments, no more than two (2) pages in length, regarding any material in their file, which comments shall also be maintained in their personnel file. Employees may not submit additional written comments regarding disputes which have been resolved through the grievance process.

Should the employee maintain an employment record for one (1) year without any serious misconduct or disciplinary actions by the Employer, all identified negative materials will not be considered for progressive discipline purposes.

SECTION 8.7 ADMINISTRATIVE LEAVE

An employee may be placed on administrative leave, removed from client services, or be reassigned while an investigation is being conducted if the Employer determines the nature of the allegations require the employee to be placed on leave or removed from client services and/or if an outside agency investigation requires that the employee be removed from client services; administrative leave may also be applied for mandatory background checks. In cases of alleged client abuse or neglect, the employee may be reassigned only with his/her consent; otherwise, administrative leave will be used. The Employer shall not be required to reassign such employees until the conclusion of the Employer's and/or outside agency's investigation. In cases where an outside agency is investigating allegations of abuse, neglect, or serious employee misconduct, it shall be the responsibility of the employee to inform the Employer of the outcome of the investigation when they are notified by the outside agency that the investigation has been completed.

SECTION 8.8: APS OR REGULATORY INVESTIGATIONS

Should Adult Protective Services ("APS") or another regulatory agency (such as Children's Administration or the Division of Developmental Disabilities) initiate an investigation of an

employee that requires suspension or removal of that employee from any client but does not require suspension or removal from all home care work, the Employer will attempt to assign the employee other suitable home care work until the investigation is complete, if permitted by applicable laws and regulations.

If, following the conclusion of an APS or other regulatory investigation it is determined by the Employer, APS, or other regulatory agency that the employee is to be disciplined, up to and including termination, the notification provisions of Section 8.2 of this Article will apply.

If the investigation indicates that the disciplinary action is unnecessary, the Employer will make reasonable efforts to reinstate the employee to the same hours/position with the original client. If the client declines to be served by the employee, the Employer will make reasonable efforts to assign suitable and available client hours, until the employee is employed at the same number of hours as before the investigation.

In cases where an outside agency is investigating allegations of abuse, neglect, or serious employee misconduct, it shall be the responsibility of the employee to inform the Employer of the outcome of the investigation when he/she/they are notified by the outside agency that the investigation has been completed.

ARTICLE 9: GRIEVANCE PROCEDURE

SECTION 9.1: DEFINITION

A grievance is hereby defined as a claim against, or dispute with, the Employer by an employee or the Union, involving an alleged violation by the Employer of the terms of this Agreement and/or the employee handbook or Policies and Procedures of the Employer. The Union and the Employer are mutually committed to resolving disputes expediently at the lowest level possible. Grievance response timelines may be extended by mutual written agreement. Grievances concerning discharge, discrimination as defined this Agreement, or grievances filed by the Union shall be filed initially at Step Two as outlined in Section 9.4.

SECTION 9.2: TIME LIMITS, MEETINGS AND NOTIFICATIONS

The purpose of time limits within the grievance procedure is to ensure the swift resolution of

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

The parties may waive meetings or conduct meetings by phone by mutual agreement.

Electronic mail (email) shall be valid notification under this Article.

SECTION 9.3: WRITTEN GRIEVANCE

The written grievance must contain the following information:

- (a) the exact nature of the grievance;
- (b) the act or acts alleged to be violations of the Agreement and/or the Employer's Policy and Procedure that is not specifically addressed in this Agreement;
- (c) when the alleged act(s) occurred;
- (d) the identity of the grievant(s);
- (e) the specific Article or provision of this Agreement or the specific Policy and Procedure alleged to have been violated; and
- (f) the remedy proposed to attempt to resolve the grievance. The written grievance need not be on the Union's grievance form, as long as it contains the information above. The written grievance must be signed by the grievant or authorized Union representative.

SECTION 9.4: GRIEVANCE STEPS

Grievances shall be handled in the following manner:

Step One: The grievant, advocate and/or Union staff representative shall present a grievance in writing to the grievant's immediate supervisor within fifteen (15) calendar days from the date of the subject occurrence or from the date the alleged violation first became known, whichever is later.

The supervisor shall respond in writing to the grievance within ten (10) calendar days of the

presentation to agree to resolve the grievance or to deny the grievance. The supervisor's response shall be addressed and sent to both the grievant and the Union. Should the supervisor fail to respond within this time frame, the Union shall have the right to advance the grievance to Step Two.

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 rendered in Step One to the appropriate Program Director or the Employer's designated representative. The grievant or Union shall file this written grievance within fifteen (15) calendar days after receipt of the supervisor's decision from Step One. A meeting with the Program Director or the grievant's representative, the grievant and the advocate or Union staff representative shall be held not later than ten (10) calendar days after receipt of the written grievance. An employee who attends meetings outside of scheduled working hours shall be paid for the time spent at their normal rate of pay.

The Program Director's response shall be addressed to the grievant and the Union. The Program Director's response shall be final and binding on the employee, the Union, and the Employer unless it is timely appealed to arbitration by the Union in accordance with this Article. Grievances concerning discharge or discrimination shall be filed initially at Step Two. Grievances claiming the same alleged conduct involving two or more employees who work during the same time frame may be combined into a group grievance and commenced at Step Two.

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

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

The Parties will agree as to when the mediation conference occurs, balancing the need to expedite case resolution with the convenience of mediating multiple grievances at once when possible. The mediation shall be attended by representatives of the Employer and the Union with full authority to resolve the grievances to be mediated. Employees who attend mediation shall do so on unpaid time. Every effort will be made to conduct mediation discussions as concisely as possible. The Parties shall bear their own costs for mediation. If a private mediator is used in lieu of FMCS by mutual agreement, the Parties will bear the cost of the mediator’s services equally. If mediation is unsuccessful in resolving the grievance, or mediation is not selected as an option for resolution, the Union may advance the grievance to Arbitration.

SECTION 9.5: REQUEST FOR ARBITRATION

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

SECTION 9.6: ARBITRATION

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

- a) The Federal Mediation and Conciliation Service (FMCS) shall provide a list of five (5)

arbitrators to the Union and to the Employer.

b) Within five (5) working days after receipt of the list of arbitrators, the Parties shall select an arbitrator through the process of elimination by alternately striking names.

The Party to strike first shall be selected by a coin toss.

OR

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

The jurisdiction of the impartial arbitrator is limited to:

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

b) Interpretation of the specific terms of this Agreement or past practices of the Employer which are applicable to the particular issue presented to the arbitrator;

c) The rendering of a decision or award that in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or that is in conflict with any of the provisions of this Agreement;

d) The rendering of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective Parties; and

e) The rendering of a decision involving the administration or interpretation of insurance plans or contracts. The arbitrator shall not have jurisdiction over internal rules of the insurance plans or contracts which are outside the Employer's or the Union's control.

SECTION 9.7: ARBITRATION DECISION AND COSTS

The arbitrator will render a decision within thirty (30) calendar days after the conclusion of the hearing or within thirty (30) calendar days following any period allowed for the filing of post-hearing briefs. The decision shall be final and binding upon the Employer, the Union, and the employee(s) affected. The costs of the arbitration including professional services for

preparation of transcripts (if agreed by the Parties) shall be divided equally between the Union and the Employer. Witness fees shall be borne by the party calling such witness.

SECTION 9.8 ELECTRONIC COMMUNICATIONS

Notifications of grievances as well as notifications of mediation and arbitration may be presented by either party in an email or other widely accepted form of written communication.

ARTICLE 10: VACANCIES

SECTION 10.1: OPEN POSITIONS

In order to ensure that all interested employees are advised of employment opportunities, notice of job vacancies for regular full or part time positions will be posted on an online job posting bulletin board. In addition, information about all job vacancies will be available to employees who call or email the Employer for that purpose. All regular full or part time vacancies will be posted and filled in accordance with this Agreement. Postings will include position requirements, minimum qualifications, substitute and preferred qualifications (if any) and base rate of pay.

SECTION 10.2: NOTIFICATION OF AVAILABLE HOURS

An employee seeking to work additional hours will notify the employee's supervisor(s) of a desire to work additional hours and schedule availability. Employees who are seeking to qualify for healthcare coverage shall indicate that they are seeking additional hours in order to qualify for healthcare coverage. It is the responsibility of the employee to notify his/her/their immediate supervisor when his/her/their schedule availability changes. The means used to notify employees of available hours may also be referred to the appropriate Labor Management Committee for development following the ratification of this Agreement.

SECTION 10.3: ASSIGNMENT OF AVAILABLE HOURS

The principle of client choice shall be the determinative factor for assignment of worker(s). All other factors and qualifications being equal, the Employer shall offer additional hours first to those employees seeking enough hours to qualify for healthcare coverage, and thereafter, the Employer shall use seniority as the factor in assigning additional hours, up to a maximum of

forty (40) hours per week.

In order to ensure that client hours are assigned on a regular basis by the factors as called for in this Section, the Employer may temporarily assign any employee for up to seven (7) calendar days to newly available clients while determining which regular employee shall be assigned the newly available hours.

SECTION 10.4: RIGHT TO REPLACEMENT HOURS

When an employee's client assignment is reduced involuntarily through no fault of his/her/their own, the Employer shall attempt to assign replacement client hours to this employee.

SECTION 10.5: JOB DESCRIPTIONS

The Labor Management Committee shall review, change, and/or develop new job descriptions for the classifications covered by this Agreement. Job descriptions shall be reviewed by Labor Management Committee annually. The Labor Management Committee shall meet to review and adopt proposed changes when necessary.

ARTICLE 11: LABOR-MANAGEMENT COMMITTEES

SECTION 11.1: PURPOSE

The Parties shall establish a Labor Management Committee in this Agreement. The purpose of the Committee shall be to consider matters affecting the relations between the Employer and the employees, and to recommend measures to improve the quality of client care specific to the Employer and throughout the industry; provided, however, the Committee shall not engage in negotiations, nor shall the Committee consider matters properly the subject of a grievance, unless mutually agreed by the Parties.

SECTION 11.2: COMPOSITION, SCHEDULE, AND PROCESS

The Committee shall be composed of up to six (6) Union representatives, including a health and safety representative, and up to six (6) Employer representatives. In addition, the Executives of the organization, or their designees, may attend the meetings. Other provisions for the

Committee are as follows:

- a) The Committee shall be co-chaired by one of the Union representatives and one of the Employer representatives. The Committee may also decide to rotate facilitation of meetings.
- b) The Committee may meet twice annually, or as mutually agreed, at a time mutually convenient to the Union and the Employer.
- c) The Union and the Employer co-chairs for each Committee 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 paid their regular rate of pay for participation for any scheduled hours of work that the worker foregoes by service on a Committee by the Employer and Union, who will each pay half. Such paid leave time shall be counted as “hours worked” and credited towards the employee’s Cumulative Career Hours and will be reported for purposes of health care eligibility only (i.e., not for Union contributions). The Union and the Employer shall pay any travel expenses for the participation of their respective representatives.
- e) Minutes of the meetings will be presented to the Employer and the Union within thirty (30) calendar days after the Committee meeting or at the following Committee meeting by agreement.
- f) The Committee will address each recommended agenda item in writing to the members of the Committee within one (1) month.

SECTION 11.3: CONTRACT

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

SECTION 11.4: EMPLOYEE HANDBOOK

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

SECTION 11.5: HOME AND COMMUNITY-BASED CARE SERVICES

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

ARTICLE 12: HEALTH AND SAFETY

SECTION 12.1: RIGHT TO SAFE WORKING CONDITIONS

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employee shall be required to work in any situation that would threaten or endanger the employee's health or safety and prior to an assignment, the Employer shall notify employees of any health or safety risks and client behaviors included in the care plan. Such situations include: bodily harm to the employee; threatening behavior of the client or persons in the household to the employee; sexual harassment of the employee by the client or by persons in the household; or any other situation that would constitute a threat to the employee's health and/or safety.

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

If the supervisor or other Employer representative deems a situation to be unsafe, and the employee is directed to leave the client's home, the Employer will work to find the affected

employee a substitute position to make up for the hours scheduled. In the event the Employer is unable to find a substitute shift, the Employer will pay up to two hours at the employee's regular rate of pay. If the employee no longer serves the client, the Employer shall make reasonable attempts to reassign the employee to another client.

Following receipt of such report, the Employer will investigate the report, including review with the employee, client, and appropriate referral agency. Appropriate action will be taken by the Employer, based on the facts identified during the review of the investigation, the provisions of the program under which the client is being served, and the requirements of the contract between the Employer and the referral agency. If the client continues to be served by the Employer, the Employer will make sure any subsequent employees are informed of the previous health/safety issue, and provided with the proper information, training, equipment, or direction necessary to address any future incidents in a safe manner.

SECTION 12.2: SAFETY EQUIPMENT AND SUPPLIES

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

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

Employer will make a good faith effort to provide assistive technology, (e.g., Hoyer lift, lift/gait belts, etc.) for client transfer and to train employees for their use.

SECTION 12.3: CLEANING EQUIPMENT AND SUPPLIES

No employee shall be required to provide at the employee's own expense cleaning equipment,

supplies, or protective garments to perform any task for a client. If such a situation arises where there are insufficient cleaning equipment or supplies, the employee will report the situation immediately to his/her/their supervisor.

SECTION 12.4: VACCINATIONS

The Employer shall offer employees who request them, and at no cost to the employee, Hepatitis A and B vaccinations for employees caring for high-risk clients and who are not otherwise covered by health insurance. The Employer and the Union will work together to find a way to offer flu shots, tuberculosis (TB), COVID-19 (and its variants), Hepatitis A and B, and pneumonia vaccinations for employees who request them and who are not otherwise covered by health insurance.

SECTION 12.5: SAFETY COMMITTEE

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

SECTION 12.6: ON CALL SUPPORT

At least one supervisor from each office of the Employer shall be required to carry a cell phone during non-business hours. Employees will be able to contact this supervisor after hours in cases such as, but not limited to, illness requiring the employee to miss an assigned shift, client emergencies requiring extra hours, situations which cause the employee to feel unsafe or uncomfortable due to client behavior or conduct, etc.

SECTION 12.7: IMMINENT DANGER

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

SECTION 12.8: ANNUAL SAFETY TRAINING AS PART OF CONTINUING EDUCATION

HEALTH AND SAFETY TRAINING:

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

ARTICLE 13: PAY RECORDS AND PAY PERIODS

SECTION 13.1: CHECK STUB

Employees shall be furnished with a copy of an electronic record showing their itemized deductions each pay period, which shall include the current hours worked, accrued time off for eligible employees, current wages earned, current wage rate, cumulative wages to date, mileage rate, duly authorized dues, COPE and voluntary deductions, and any regular itemized deductions, in accordance with the Employer's payroll procedures. Payroll information provided to employees by the Employer shall be provided in a format that is clear and easily understood to a reasonable person. The Employer agrees to identify cumulative hours worked as of the end of the pay period on the paystub or other platform accessible to employees.

SECTION 13.2: PAY PERIOD

Payment of wages shall be twice monthly on the 1st and 15th of each month unless the pay schedule is altered by agreement between the Parties. If a payday falls on a Saturday, the check will be distributed the preceding Friday. If a payday falls on a Sunday, checks will be distributed on the following Monday, unless the Monday distribution date is one of the recognized holidays, or a day when the Employer's office is scheduled to be closed for business; in such case, the checks will be distributed on the preceding Friday or immediate preceding business day. Should an employee fail to turn in the Timesheet and Task Sheet on or by the date

required, the Employer will not guarantee that the hours will be paid until the pay period following the submission of the Timesheet and Task Sheet, except in the case of an emergency beyond the control of the employee. Timesheets and Task Sheets are electronic or paper as the Employer determines. The Timesheet and Task Sheet due dates shall be as outlined below, unless such due dates are altered by agreement between the Parties.

Timesheets/Task Sheets are due on the first (1) day of each month for the preceding month.

The Employer shall make the pay schedule available to all employees on its website, published as a yearly calendar with pay days and mandatory due dates for submission of timesheets.

SECTION 13.3: CHECK CORRECTIONS

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

SECTION 13.4: DIRECT DEPOSIT

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

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

SECTION 13.5: ADVANCE PAYMENTS

In case of personal financial emergency, limited to once every six months, non-probationary

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

ARTICLE 14: JOB DESCRIPTIONS AND CARE PLANS

All employees will be provided with a written job description stating what will be required of them in the job position and classification. In order to help assure the best quality and continuity of care, upon assignment to a client, the Employer's designated representative will review a detailed care plan (service plan) with the employee describing what specific care is required for the assigned client. Employees are not authorized to make any changes to the care plan. If problems arise with a client's or employee's understanding of the care plan, the Employer will take all reasonable steps to assist the client and/or employee to understand the care plan. Any changes to client care plans will be reviewed with the assigned employee(s) by the appropriate supervisor, who shall identify and offer any further training needed by the employee(s) to meet the changed client need(s).

The Employer shall communicate to employees any dangers the Employer is aware of before assigning them to a client location. Such communications will also be tailored to respect the privacy of clients in accordance with HIPAA and other Federal and State statutes and regulations. Management and employees may endeavor to discuss in the Safety Committee (LMC) meeting how such communications can be tailored to meet privacy requirements as well as the safety of employees.

Within two (2) weeks of a new client assignment, if the employee contacts a supervisor to raise concerns, to request additional training, or has questions about the plan of care, the Employer will endeavor to follow-up with the employee prior to that employee's next shift with the new client to assess the employee's assignment, including compatibility, workplace environment, questions the employee may have about the client or the client's care plan and anything else which could improve quality care. Employees are always encouraged to contact their supervisor

with questions or to report concerns.

ARTICLE 15: LEAVES OF ABSENCE

SECTION 15.1: UNION LEAVE

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

Leave to Conduct Union Business: The Employer will grant an unpaid leave of absence up to ninety (90) days to conduct Union business provided the employee gives a minimum of fifteen (15) days' written notice.

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

SECTION 15.2: BEREAVEMENT LEAVE

An employee requesting bereavement leave shall be allowed to utilize any Paid Time Off that he or she has accrued and earned. Employees may also request unpaid leave. Such requests

shall not be unreasonably denied.

SECTION 15.3: GENERAL LEAVES OF ABSENCE

Employees shall be entitled but not limited to all rights and privileges provided in the Washington State Paid Family and Medical Leave Act, the Family and Medical Leave Act of 1993 (“FMLA”), and other federal and state laws regulating pregnancy and/or medical leave. Types and Definitions of Leaves of Absence: Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the sole discretion of the Employer except that the Employer shall grant leave of absence without pay for the following reasons and minimum lengths of time:

- a) Family leave: Six (6) months or as provided by law, whichever is greater;
- b) Medical leave: length of leave as certified by a physician; and
- c) Military and active-duty leave: as provided by federal law.

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

Return from Leave of Absence: The employee taking a leave of absence is entitled to return to his/her same position to the extent it still exists. The Employer will make a good faith effort to reinstate employees returning from an authorized leave of absence to their previous or similar assignment and schedule.

Return to Work Program: When feasible, the employer will provide alternative work

opportunities to employees injured on the job. The employer shall work closely with the employee and his/her physician to determine if and when the employee can return to modified duty, and what assignments and/or activity level is appropriate.

SECTION 15.4: MILITARY CAREGIVER LEAVE

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

SECTION 15.5: MILITARY SPOUSE LEAVE

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee’s intention to take leave within

five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77 et seq. (Military Family Leave Act).

SECTION 15.6: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

Eligible employees shall be entitled to take paid or unpaid leave for domestic violence, sexual assault or stalking that the employee has experienced, or for the use to care for and/or assist a family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76 et seq. (Domestic Violence Leave).

SECTION 15.7: OTHER FORMS OF LEAVE

The Employer shall educate supervisors and employees about eligibility and use of any new forms of leave enacted by federal, state, or local government authorities.

SECTION 15.8 OTHER REQUIRED LEAVE

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

ARTICLE 16: HOLIDAYS

SECTION 16.1: RECOGNIZED HOLIDAYS

The following days shall be recognized as holidays:

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

Employees may schedule any holiday as a day off without pay, provided mutually acceptable arrangements have been made with the employee's supervisor to ensure adequate care is

available for clients requiring care during the holiday period.

SECTION 16.2 PREMIUM PAY HOLIDAYS

Overtime (Time-and-a-Half) Pay for Recognized Holidays Employees who are assigned on an hourly basis to work on Holidays listed in Section 16.1 shall receive their regular rate of pay calculated at overtime pay rate of time-and-a-half regular pay (1.5X) for hours worked on those days.

ARTICLE 17: TRAVEL PROVISIONS

SECTION 17.1: TRAVEL PAY AND MILEAGE

Windshield Time

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

Mileage Reimbursement

Employees driving their own vehicles between assigned work locations and for authorized client errands shall be reimbursed for mileage at the IRS rate minus eight cents (\$0.08). The Employer may set limits on the total number of miles in a month the employee may be reimbursed for client errands, consistent with the Employer's contract(s) with the Area Agency on Aging, Department of Social and Health Services regulations, or other applicable contracts.

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

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

Disputes About Reimbursement

The Employer reserves the right to use modern map programs, or other easily available no cost to the Home Care Worker software to determine miles or drive time between assignments in

instances where a significant variance in travel reimbursement claims are identified by the Employer. Employees who must use alternative routes (e.g. due to road closures or other verifiable reasons), must notify their supervisors by the end of their shift in order to be eligible for mileage reimbursement of the additional miles.

SECTION 17.2: INSURANCE AND DRIVER'S LICENSE

Employees at all times while on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the State of Washington. The Employer may require proof of sufficient liability insurance. Such insurance shall not be construed to be in the category of livery service. Employees shall at all times while on duty maintain and carry a current valid driver's license for the State of Washington if required to drive to and/or during assignments. Employees shall not transport any client for any reason without the Employer's prior approval.

SECTION 17.3: DOCUMENTATION OF EXPENSES

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

SECTION 17.4: DON'T SPEED!

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

ARTICLE 18: HEALTH AND WELFARE TRUST FUND BENEFITS

SECTION 18.1: COMPREHENSIVE BENEFIT PACKAGE THROUGH THE TRUST

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

SECTION 18.2: CONTRIBUTIONS

The hourly contribution rate shall be no less than the hourly contribution rate established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked (hereinafter the "Healthcare Rate"). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating Section 18.2.

A) Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Healthcare Rate or three dollars and seventy-nine cents (\$3.79), whichever is higher, to the Trust for each Medicaid-funded hour worked. Medicaid-funded hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours. Consumer participation shall also be excluded for contribution purposes.

Effective July 1, 2022, the Employer shall contribute the Healthcare rate or three dollars and ninety-eight (\$3.98), whichever is higher, to the Trust for each Medicaid-Funded hour worked.

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

B) Non-Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Healthcare Rate or three dollars and seventy-nine (\$3.79), whichever is higher to the Trust for each non-Medicaid funded hour worked. Non-Medicaid-funded hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payer other than Medicaid, excluding vacation hours, paid time off, and training hours.

Effective July 1, 2022, the Employer shall contribute the Healthcare rate or three

dollars and ninety-eight (\$3.98), whichever is higher, to the Trust for each Non-Medicaid Funded hour worked.

One Live-In paid shift shall count as eight (8) Non-Medicaid-Funded hours for the purpose of contribution to the Trust.

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

SECTION 18.3: ELIGIBILITY STANDARDS

Employee eligibility standards for health care benefits shall be determined solely by the Board of Trustees and as permitted under existing law. The Employer and the Union will work with the Trust to ensure, that in the future, the Trust has sole responsibility for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications and follow up to secure required applications/documentation, dis-enrolling ineligible workers and providing COBRA notifications and follow up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and dis-enroll ineligible workers.

SECTION 18.4: EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION

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

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

SECTION 18.5: PURPOSE OF THE TRUST

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

SECTION 18.6: TRUST AGREEMENT

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

SECTION 18.7: INDEMNIFY AND HOLD HARMLESS

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

ARTICLE 19: PAID TIME OFF (PTO)

SECTION 19.1: ACCRUAL

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

Effective June 1, 2019, employees shall accrue one (1) hour paid time off for every thirty-five (35) hours worked.

PTO may accumulate for a maximum of 120 hours at any one time. Once an employee has accrued 120 PTO hours, no additional paid time off will accrue until the employee has used the paid time off. The Employer shall arrange for PTO balances to be printed on employee paystubs, with the exception of probationary employees. Probationary employees shall accrue, but cannot use, PTO during the first 90 days of their probationary period. After their first ninety (90) days, probationary employees can use accrued PTO for sick leave purposes only.

SECTION 19.2: USE OF PAID TIME OFF AND SCHEDULING

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

probationary period.

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

After providing notice to the Employer, employees may use PTO for absence due to a death or illness in their immediate family.

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

SECTION 19.3: PTO CASH-OUT

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

Utilization of Sick Leave

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

The Employer may, in its sole discretion, require reasonable proof of illness or disability and/or certification of the necessity of the employee's absence.

SECTION 19.4: NOTICE AND PROOF OF ILLNESS

Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. Employees will be expected to notify their supervisor of illness at least four (4) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement.

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

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

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

SECTION 19.5: COMBINATION WITH OTHER BENEFITS

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

ARTICLE 20: WAGES AND PREMIUMS

SECTION 20.1: WAGE SCALE AND WAGE PROGRESSION

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

SECTION 20.2: PLACEMENT ON THE SCALE

Newly hired and returning employees shall be placed on the wage scale at the step appropriate to their verifiable experience as home caregivers at the time submitted (i.e., not retroactively). Credit shall also be given for verifiable experience worked as a certified nursing assistant in a long-term care or hospital setting.

Returning Employees

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

Wage Progression

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

SECTION 20.3: CNA OR CERTIFICATION DIFFERENTIAL

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

SECTION 20.4: CLIENT/SERVICE INACCESSIBLE PAY

An employee shall immediately notify the Employer by telephone if he/she is unable to provide service to a client due to the client's failure to answer the door, because the client is not home, or because the client has cancelled service. If the employee is unable to deliver services to the client and the Employer is unable to provide the employee a substitute assignment, the employee shall be paid at his/her regular hourly wage rate for up to two (2) hours "show-up/no access" pay.

The employee shall be paid for all travel time and travel mileage (excluding errand mileage not served) for which the employee would have been paid had the assignment been completed as scheduled. The employee shall receive credit toward wage progression (seniority on the wage scale), Paid Time Off accrual, and benefit eligibility equal to the amount of "show-up/no access" time compensated.

SECTION 20.5: OVERTIME

Employees required to work in excess of forty (40) hours in a week shall be paid overtime for such additional hours at the rate of one and one-half (1 ½) times their regular hourly rate of

pay. Paid leave time or Union leave time or any other time that is not actual work hours shall not be considered time worked for the purposes of this Section.

SECTION 20.6: L&I WORKER CONTRIBUTIONS

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

SECTION 20.7: MENTOR, PRECEPTOR OR TRAINER PAY

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

SECTION 20.8: ADVANCED TRAINING DIFFERENTIAL

Employees who have completed Advanced Training (discontinued on February 1, 2017) to meet apprenticeship standards beyond the training required to receive a valid "Home Care Aide" certification (as set forth in Training Partnership curriculum) shall continue to receive a differential of twenty-five (\$0.25) cents. Workers participating in Advanced Training will be paid their regular hourly rate of pay for all hours of training. It is the intent of the Employer to work with the Union on maximizing the number of workers that can be paid an Advanced Training differential.

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

SECTION 20.9: EXTRAORDINARY CARE DIFFERENTIAL

To meet client behavior needs, 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, or training as defined and authorized at the sole discretion of the Employer, shall be paid an additional fifty-cents (\$0.50) per hour,

for work with that client only. Criteria for the Special Skill/Extraordinary Care Differential shall include:

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

The determination as to whether a particular client meets the criteria and whether the employee(s) working for that client are eligible for the Extraordinary Care Differential is at the Employer's exclusive discretion and cannot be the subject of an employee grievance.

SECTION 20.10 TRAINING PAY

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

SECTION 20.11: DIFFERENTIAL STACKING

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

SECTION 20.12 LIVE-IN ASSIGNMENT

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

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

Home Care Worker can receive eight (8) hours of uninterrupted sleep, the additional Home Care Worker(s) shall be paid his/her/their regular hourly rate for the duration of the assignment.

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

ARTICLE 21: HOME CARE TRAINING AND CERTIFICATION

SECTION 21.1: TRAINING PARTNERSHIP

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

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

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

SECTION 21.2: CONTRIBUTIONS

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

A. Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Training Partnership Rate or forty-three and one-half cents (\$0.435), whichever is higher, to the Partnership for each Medicaid-funded hour worked of which two and one-half cents (\$0.025) can be used by the Training Partnership to support the certification and testing benefit. Medicaid-Funded hour(s) worked shall be defined as all hours worked by employees covered by the Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off, and training hours. Consumer participation hours shall also be excluded for contribution purposes.

B. Non-Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Training Partnership Rate or forty-three and one-half cents (\$0.435), whichever is higher, to the Partnership for each Non-Medicaid-funded hour worked of which two and one-half cents (\$0.025) can be used by the Training Partnership to support the certification and testing benefit. Non-Medicaid-Funded hour(s) worked shall be defined as all eligible hours worked by employees covered by the Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

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

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

SECTION 21.3: TRUST AGREEMENT

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

ARTICLE 22: MEAL AND REST PERIODS

For assignments where the employee is unable to leave for a thirty (30) minute meal period (i.e., live-in shift or respite), the meal period shall be paid as time worked. For assignments

where the employee is able to leave for a thirty (30) minute meal period (i.e., hourly shift), the meal period shall be unpaid.

Except for emergencies, employees will be completely relieved from duty during the unpaid meal period. Fifteen (15) minute paid rest periods will be provided approximately midway through each four (4) hour segment of each shift. Employees will not be required to work longer than three (3) hours without a rest period, except in emergencies.

ARTICLE 23: SECURE RETIREMENT BENEFITS

SECTION 23.1: PARTICIPATING IN A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST

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

SECTION 23.2: CONTRIBUTIONS TO RETIREMENT TRUST

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

A. Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Retirement Rate or eighty cents (\$0.80), whichever is higher, to the Retirement Trust for each hour Medicaid-Funded hour worked by all home care workers covered under this Agreement with seven-hundred and one (701) or more cumulative career hours and fifty cents (\$0.50) for each hour worked by all home care workers covered by this Agreement with less than seven-hundred and one cumulative career hours. Medicaid-Funded hours worked shall be defined as all compensable hours worked by all employees covered by this Agreement in the Employer's in-home care program, excluding vacation hours, paid time off hours,

and training hours.

B. Non-Medicaid-Funded Hours Worked

Effective July 1, 2021, the Employer shall contribute the Retirement Rate or eighty cents (\$0.80), whichever is higher, to the Trust for each Non-Medicaid-Funded hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and fifty cents (\$0.50) for each hour worked by all home care workers covered by this Agreement with less than seven-hundred and one (701) cumulative career hours. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

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

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

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

SECTION 23.3: TRUST AGREEMENT

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

ARTICLE 24: LAYOFF & RECALL

SECTION 24.1: LAYOFF

A layoff is defined as a permanent reduction in the number of employees employed by the Employer. In the event of a need for a reduction in workforce, the Employer will meet with the

Union as far in advance as possible, but in no case less than thirty (30) days, to identify the reasons for the reduction and the number of employees affected.

If layoffs are required, the least senior employee(s) shall be laid off first provided that it does not interfere with client preference and that those employees remaining on the job are qualified to perform the work remaining. An employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required. The Employer agrees to provide thirty (30) days' notice of layoff to affected employees.

SECTION 24.2: RECALL

Employees shall be recalled in the reverse order of the layoff provided that those recalled are qualified to perform the work assigned. To be eligible for recall, a laid-off employee must keep the Employer informed of his/her/their current address and phone number. The Employer shall notify laid-off workers of recall by email and/or U.S. mail. When offered reemployment from layoff, the employee must indicate acceptance and availability for work within seven (7) days of receipt of the email or letter, whichever is received first.

ARTICLE 25: MANAGEMENT RIGHTS

It is mutually agreed that the Employer maintains all inherent managerial rights to manage the operations and direct the workforce in the Employer's sole and exclusive judgment and discretion. This includes but is not limited to, the right to hire, transfer, promote, demote, reclassify, assign, layoff, or relieve employees from duties because of lack of work or funds, the right to set and administer work performance and disciplinary standards and discharge employees, subject to the conditions as set forth in this Agreement. The Employer shall also have the right, in its sole discretion and judgment, to promulgate and enforce safety and health workplace rules. The foregoing statements of the inherent managerial rights of the Employer are not all inclusive and shall not be construed in any way to exclude other functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement.

ARTICLE 26: NO STRIKE OR LOCKOUT

SECTION 26.1: NO LOCKOUT

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

SECTION 26.2: NO STRIKE

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

ARTICLE 27: MODIFICATION AND PAST PRACTICE

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written agreement between the parties hereto.

Subject to the other provisions of the Agreement, all conditions relating to wages, hours of work, and other terms, conditions and benefits of employment shall be in effect at the signing of this Agreement. The Union reserves the right to bargain over any mandatory subjects of bargaining added to The Employer's Employee Handbook after ratification of this Agreement.

ARTICLE 28: SEVERABILITY

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance, be invalidated, ruled contrary to law, or enjoined by a Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby. In the event of such invalidation or injunction, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to

this Agreement shall be in writing and duly executed by the parties and their representatives.

ARTICLE 29: SUCCESSORSHIP AND SUBCONTRACTING

SECTION 29.1: SUCCESSORSHIP

The Employer agrees to notify the Union in the event any transaction is contemplated which may affect the interests of members of the Union. The Employer agrees to notify any potential purchaser of its Collective Bargaining Agreement with the Union and will make acceptance of such Agreement a condition of any sale, purchase, or any other form of transfer of its business, in whole or in part, to any other person or entity.

SECTION 29.2: SUBCONTRACTING

The Employer will not subcontract any bargaining unit work. In the event that the Employer enters into any business relationship which may impact bargaining unit members, the Employer will notify the Union promptly and enter into bargaining at the request of the Union.

ARTICLE 30: ELECTRONIC VISIT VERIFICATION (EVV)

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

Employees must utilize the Employer’s Mobile Visit Verification (“MVV”) system in place of timesheets, travel/mileage documentation, and other paper documentation. Any employee unable to use MVV because it is not functional, or that receives written permission from an Employer representative to not use MVV on an ongoing basis, may use EVV Interactive Voice Response (“IVR”) as an alternative. If an employee fails to use the Employer’s EVV system as directed, the employee will be subject to progressive discipline, up to, and including, termination.

ARTICLE 31: FAMILY LEAVE MEDICAL, PRESCRIPTION DRUG, DENTAL AND VISION BENEFITS

SECTION 31.1: FAMILY LEAVE MEDICAL, PRESCRIPTION, DENTAL AND VISIONS BENEFITS THROUGH THE TRUST

In addition to employee health care, dental, prescription drug and vision benefits through the SEIU Healthcare NW Health Benefits Trust (“Trust”) provided in Article 18 (Health and Welfare Trust Fund Benefits), the Employer shall provide health benefits to eligible employees under Washington’s Paid Family Leave Act (PFML) during the complete life of this Agreement and any extension thereof.

SECTION 31.2: CONTRIBUTIONS

The parties agree that the Employer will contribute an additional four cents (\$0.04) per each Medicaid and Non-Medicaid hour worked effective with hours worked effective July 1, 2021, in November 2019 (reported in December and paid by January 10, 2020) for the purpose of extending health coverage for employees on FMLA and/or PFML family and medical leave. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours. Consumer participation hours shall also be excluded for contribution purposes. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours. One Live-In paid shift shall count as eight (8) Non-Medicaid-Funded Hours for the purposes of contributions to the Trust. Contributions required by Section 31.2 shall be paid periodically as required by the Trust.

SECTION 31.3: ELIGIBILITY STANDARDS

Eligibility for family and medical leave FMLA and PFML shall be certified by the Employer. Employee eligibility standards for health care benefits shall be determined solely by the Board of Trustees and as permitted under Article 18 (Health and Welfare Trust Fund Benefits). The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers.

SECTION 31.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION

The Trust shall determine the appropriate level of contribution consistent with Article 18 (Health and Welfare Trust Fund Benefits), if any, by eligible home care workers.

SECTION 31.5: TRACKING AND RE-OPENER

The parties agree to advocate for an amendment to the Agency Parity law that would incorporate funding to cover the obligation of private agencies to extend health coverage for employees on leave. The Trust will track and report every six months on expenses related to extending health coverage for employees on leave. The parties agree to re-open this agreement July 1, 2020, for the sole purpose of bargaining over the funding necessary to cover health care for employees on leave.

ARTICLE 32: TERM OF AGREEMENT

This Agreement shall be effective upon ratification, for the Union and First Choice In-Home Care and shall remain in full force and effect, as amended by mutual written agreement of the Parties, through June 30, 2023.

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

Negotiations for a successor Agreement for the Union and First Choice In-Home Care shall commence no earlier than May 1, 2023, and no later than two (2) weeks following Legislative approval or rejection of the pattern home care Agreement between the State of Washington and the Union. Should the Parties reach an impasse and fail to reach agreement by October 30, 2023, the Parties may mutually agree to submit outstanding issues to interest arbitration.

For SEIU 775

For (Employer)

Sterling Harders, President

Michael Howard, Executive Director

Date

Date

APPENDIX A – WAGE RATES

Cumulative Career Hours	WAGE SCALE							
	July 1-December 31, 2021	July 1-December, 2021	January 1-June 30, 2022	January 1-June 30, 2022	July 1-December 31, 2022	July 1-December, 2022	January 1-June 30, 2023	January 1-June 30, 2023
Step	Base Wage	w/ HCA	Base Wage	w/ HCA	Base Wage	w/ HCA	Base Wage	w/ HCA
0 - 2000	\$16.85	\$17.10	\$16.98	\$17.23	\$17.11	\$17.36	\$17.24	\$17.49
2001 - 4000	\$17.00	\$17.25	\$17.13	\$17.38	\$17.26	\$17.51	\$17.40	\$17.65
4001 - 6000	\$17.15	\$17.40	\$17.28	\$17.53	\$17.41	\$17.66	\$17.54	\$17.79
6001 - 8000	\$17.33	\$17.58	\$17.46	\$17.71	\$17.60	\$17.85	\$17.73	\$17.98
8001 - 10000	\$17.53	\$17.78	\$17.66	\$17.91	\$17.79	\$18.04	\$17.92	\$18.17
10001 - 12000	\$17.78	\$18.03	\$17.91	\$18.16	\$18.04	\$18.29	\$18.18	\$18.43
12001 - 14000	\$18.03	\$18.28	\$18.17	\$18.42	\$18.31	\$18.56	\$18.45	\$18.70
14001 - 16000	\$18.69	\$18.94	\$18.83	\$19.08	\$18.97	\$19.22	\$19.11	\$19.36
16001 - 20000	\$18.94	\$19.19	\$19.08	\$19.33	\$19.22	\$19.47	\$19.36	\$19.61
20000+	\$19.21	\$19.46	\$19.35	\$19.60	\$19.50	\$19.75	\$19.65	\$19.90

*The Employer will comply with the Seattle Minimum Wage Ordinance and will not pay Seattle employees below the rates established by the Seattle Office of Labor Standards.

Live In Rates

One Person	Rate	Two Persons	Two Persons (One Homemaker)
Effective January 1, 2021	\$224.00	\$262.00	\$228.00
Effective January 1, 2022	\$231.84	\$269.84	\$235.84
Effective January 1, 2023	\$238.80	\$277.94	\$242.52