


### CURRENT CONTRACT LANGUAGE

The Union and the Employer agree that the following articles will remain current contract language (CCL) for the 2023-2025 CBA:

- Article 1: Recognition
- Article 4: Equal Opportunity Non-Discrimination
- Article 11: Hours of Work and Overtime
- Article 12: Work Assignment
- Article 20: Management Rights
- Article 21: Uninterrupted Client Services
- Article 22: Severability
- Article 23: Subcontracting
- Article 26: Family Medical Drug Prescription Dental

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

Tentatively Agreed To:	
For the Union: <u>Alex Ruedas (signed electronically)</u>	For the Employer: 
Date: <u>9/11/2023</u>	Date: <u>9/11/23</u>

## ARTICLE 2: UNION SECURITY

### SECTION 2.1 MEMBERSHIP DUES


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

The Employer agrees to distribute membership forms for the Union with basic employment paperwork, which shall be forwarded to the Union within seven (7) days of receipt via certified/trackable mail.

### SECTION 2.2 CAUSE FOR DISMISSAL

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

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Date: 8/31/23	Date:

### SECTION 2.3 DUES DEDUCTION PROCEDURE

The Employer agrees to deduct from each bargaining unit employee's pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union by Automated Clearing House (ACH) Payment within ten (10) days ~~15 days~~ after the end of each pay period. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change. The Union shall refund any amounts paid to it in error.

The Union will indemnify, defend, and hold CCS harmless against any claims made and any suit instituted against the Employer on account of the application of any provision of this article.

### SECTION 2.4 BARGAINING UNIT ROSTER

The Employer shall provide the Union, in a secure manner, with a list of all current employees covered by this Agreement ten (10) fifteen (15) days after the end of each pay period. This list shall include pay period start and end date, the last name, first name (preferred by employee), middle name, address, address last updated, phone number, shift, cell phone number, email address, social security number, classification, FTE status, work location, hire date or last rehire date if applicable, hours worked, wage step, cumulative hours worked and credited at CCS, wage

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For the Union:

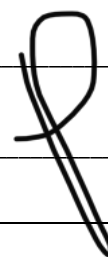
*Alex Ruedas (signed electronically)*

Date:

8/31/23

For the Employer:

Date:



rate, differential rate (if applicable and available), and gross monthly pay for each employee along with the dues amount collected for each employee. In addition, this list shall include termination and transfer or promotions dates (when applicable), employment or leave status, and the employee's work location, employee ID#, gender, total hours accrued, membership status/dues percentage, date of birth, PTO balance, PTO hours paid, amount paid in COPE, amount paid in voluntary deductions. All information provided by the Employer under this section shall be transmitted to the Union in a common, commercially available electronic format specified by the Union. Should the Union require additional and reasonable information, the Employer shall make a good faith effort to provide the requested information in a timely manner and will make a good faith effort to verify that records submitted shall accurately reflect the membership status of each employee listed and endeavor to identify any discrepancies between the roster and its records. If the report is delayed the Employer will notify the Union when the report will be delivered.

The Union will conduct periodic audits of data related to membership form reconciliation, financial deductions, and bargaining unit information. The Employer shall endeavor to complete and/or reconcile the audit within fifteen (15) working days of receiving the audit from the Union.

**SECTION 2.5 POLITICAL ACCOUNTABILITY FUND (COPE)**

The Employer agrees to deduct from the monthly pay of each employee who has authorized it an amount the employee voluntarily authorizes for political purposes. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until or unless revoked in writing by the employee to the Union, by

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which the Union will notify the Employer to cease deductions. The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) contributions will be promptly transmitted to the Union by separate check payable by Automated Clearing House (ACH) Payment to the Union and identified as COPE deductions, at the same time as the remittance of dues. The amount(s) deducted shall be transmitted monthly to the Union, and the Union shall refund any amount(s) remitted to it in error.

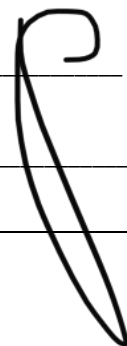
**SECTION 2.6 OTHER DEDUCTIONS**

The Employer agrees to deduct from each bargaining unit employees pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of written authorization. The authorization shall remain in effect until or unless revoked in writing by the employee or the Union. The amount deducted and a roster of all employees using payroll deduction for voluntary deductions will be promptly transmitted to the Union by separate check payable to the Union and identified as Voluntary Deductions, at the same time as the monthly remittance of dues.

The Employer reserves the right to ensure that the authorization of payroll deductions complies with applicable Federal and State laws regarding deductions from wages. The Employer may require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction.

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**SECTION 2.7: ELECTRONIC SIGNATURE**

The parties acknowledge and agree that, consistent with the Electronic Signatures in Global and National Commerce Act (Pub. L. 106–229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.

96) the terms “authorize,” “authorized”, “authorization form” and “written authorization,” as used in this Agreement, include without limitation authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement. In addition to electronic scanned copies of paper authorizations from the Union, the Employer shall accept copies of electronic signatures and digital files containing voice authorizations and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement. The Union understands the Employer may require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction.

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**SECTION 2.8: DATA SECURITY**

The Employer and Union acknowledge the importance of keeping employee information confidential. The Union understands the Employer has a policy which requires the approval of the Vice President of Human Resources prior to any release of personnel files and associates' records. 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. In no case, will the Employer release information prior to notifying the Union.

Should the request include 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 that it shall execute a non-disclosure agreement with any third-party before the third party receives this information.

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Alex Ruedas (signed electronically)

Date:

8/31/23

For the Employer:

Date:



### ARTICLE 3: UNION RIGHTS

#### SECTION 3.1 MEETING ROOMS

The Union may use designated meeting rooms of the Employer for meetings of the unit, provided sufficient advance request for meeting facilities is made to the designated coordinator in the Human Resources Department and space is available.

#### SECTION 3.2 ADVOCATES

For the purpose of representation and mutual administration of the contract, the Union shall designate advocates from among its members employed by the Employer. The advocate position is the worker representative position responsible for handling grievances and disciplinary issues with the Employer, and for participation on Labor/Management Committee(s) or for other designated activities as mutually agreed upon by the Parties.

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

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Tentatively Agreed To:	
For the Union: <u>Alex Ruedas (signed electronically)</u>	For the Employer: <u>[Signature]</u>
Date: <u>7/28/23</u>	Date: <u>7/27</u>



~~Grievance Procedure.~~ This compensation will be available for a maximum of 1,050 hours during each contract year.

Up to 200 hours may be used for training CCS HCAs who will be on the Labor/Management Committee ~~or and Advocate,~~ provided that a portion of the training shall be done jointly with CCS staff.



**SECTION 3.3 BULLETIN BOARDS**

The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by the Employer. The Union will provide a copy of all posted materials to the Human Resources Department at the time of posting. All postings will be signed by a Union worksite leader or Union staff person.

**SECTION 3.4 EXTENDED UNION LEAVE**

An employee working for the Union as an officer or employee of the Union shall be given a leave of absence for the duration of their office or employment with the Union. The employee shall provide the Employer with a minimum of thirty (30) days’ notice of his/her Union Leave, including a start and probable end date. Time spent on Union Leave shall count as hours worked for wage progression, and leave accrual, to a maximum of forty (40) hours per month per employee in order to ensure continuity of benefits from the Health Benefits Trust and Training Partnership of up to six 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

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Partnership Health Benefits Trust as if it were the Employer on all hours worked. In no event shall benefits from the Health Benefits Trust the Training Partnership under this provision continue for more than six consecutive months. It is understood by the parties that while the employee is on union leave, the Union and the Employee have an Employer/Employee relationship.

During the course of the Union Leave, the HCA on leave shall be classified by the Employer as “inactive-on leave” and the Employer will not be responsible for any Employer obligations, including work-related illnesses or injuries incurred as a result of their employment/assignment with the Union. Should the inactive HCA suffer work- related injuries that fully or partially restrict his/her capacity to return to full duty as an HCA, the Employer is not obligated to return the HCA to active duty until such a time as the HCA is able to resume, with or without reasonable accommodations, all job responsibilities. In such circumstances, the Union is considered the “responsible employer”.

HCAs returning to active status with the Employer after a Union Leave in excess of six months may be required to complete a full reorientation and any other licensing requirements that may be applicable, before reassignment to client service.

**SECTION 3.5 NEW EMPLOYEE ORIENTATIONS**

An integral part of each employee’s tenure with the Employer is an understanding of this Agreement and the role of the Union in the employment setting. As such, Representatives designated by the Union, or Advocates, shall be permitted to attend the Employer’s new employee orientations, at the end of the orientation. The Union representative or Advocate may

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For the Union:

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Date:

For the Employer:

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



make its presentation in person, by video conference, or by phone. The period of time is considered voluntary and is not compensable time. The Employer will endeavor to provide forty-eight (48) hours' notice to the Union of meeting times and locations. In the event the Union is unable to attend, the Employer will provide a list to the union of all new hires which includes the employee names, complete mailing address, cell phone number, email address, in a secured manner.

Worksite leaders and/or union representatives shall be permitted to attend and to spend at least thirty (30) minutes immediately before or after required Basic Training of home care workers. CCS will schedule all employees for union time as part of the Basic Training given to caregivers. This will be compensated time. Should an employee choose not to attend, they will not be paid.

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 ~~so~~ included.

**SECTION 3.6 CONTINUING EDUCATION UNION TIME**

The employer will schedule employees with pay to attend a fifteen (15) minute annual union time meeting connected to Continuing Education Classes, such time shall be paid. The course will be the CCS Health and Safety Course in which all CCS employees will be scheduled for annual 'union time'. The time shall be at the end of a chosen course. Should an employee choose not to attend, they will not be paid.

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_____ Date: <u>7/28/23</u>	_____ Date: 

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**SECTION 3.7 PAYROLL WEBSITE**

The Employer shall display a link to the Union website on the opening Home Care Assistants webpage of the online payroll website, if one is developed solely for bargaining unit members.

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Date:	Date:
<u>7/28/23</u>	_____

**ARTICLE 5: SENIORITY**

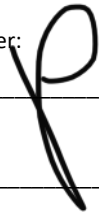
**SECTION 5.1 GENERAL**

Employees completing the Introductory Period shall be credited with seniority retroactive to date of hire. Seniority shall be defined as the length of continuous service within the bargaining unit from 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, a layoff of less than twenty-four (24) months or any other leave approved by the Employer. Seniority shall be used as described in this agreement ~~and in all cases of job openings, job assignment, promotion, transfer, layoff, recall, vacation preference, shift or schedule change.~~

~~The Employer shall be bound by the seniority provisions of this Agreement in the assignment of regular hours to part time employees when such hours become available and are desired by the part time employee.~~

~~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.~~

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Date: <u>9/14/23</u>	Date: _____

**SECTION 5.2 LAYOFFS**

In the event of a need for a reduction in force, the Employer will meet with the Union as far in advance as possible to identify the reasons requiring the reduction and the number of employees affected.

If layoffs are required, the least senior employee(s) shall be laid off first provided that those employees remaining on the job are qualified to perform the work remaining and provided further that the Employer is not required to reassign an employee to a work assignment requiring more than thirty (30) minutes travel time (by auto) between clients.


An employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required or if the additional assignment(s) results in more than thirty (30) minutes travel time (by auto) from the employee’s home to the first client of the day or from the last client of the day back to the employee's home.

The Employer agrees to provide two (2) weeks’ notice of layoff to affected employees and shall endeavor to provide as much notice as possible.

**SECTION 5.3 RECALL**

Employees who are laid off shall be eligible for recall for two (2) years from date of layoff. Employees shall be recalled in the order of seniority (the most senior being recalled first) provided that those recalled are qualified to perform the work assigned. Employees may be


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recalled to work at any client within a thirty (30) minutes travel time (by auto) between the employee’s residence.

To be eligible for recall a laid-off employee must keep the Employer informed of his/her current address and phone number. The Employer shall notify laid-off workers of recall by phone contact and by certified letter. When offered re-employment from layoff, the employee must indicate acceptance and availability for work within five (5) days of receipt of letter unless unusual circumstances prohibit return within that time period. Employees failing to respond and return within the above time frame, or as mutually agreed in writing, shall be considered as tendering their resignation from employment.

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## Article 6: Discipline Action and Just Cause

### SECTION 6.1 JUST CAUSE AND PROGRESSIVE DISCIPLINE

Employees who have completed the Introductory Period may only be disciplined or discharged for just cause. The Employer and the Union agree with the principles of progressive discipline which may include oral reprimands, written reprimands, suspension and discharge, or alternative forms of discipline. The purpose of progressive discipline is to ~~correct~~ improve an employee's performance ~~behavior~~ and not for it to be intended punitive in nature. Prior to issuing a disciplinary reprimand, the employer shall attempt to meet with the employee to gather facts surrounding the incident; and shall conduct a proper investigation prior to issuing a disciplinary reprimand. All discipline of non-introductory employees may be appealed under the Grievance Procedure in Article 7.

### SECTION 6.2 NOTIFICATION

The Corrective Action forms shall make clear that only information included on the form or attached to the form at the time of the Corrective Action will be relied upon by the Employer for disciplinary action and shall be issued to the employee no later than fourteen (14) calendar days from the day the incident is made known to the employer. It is understood the Employer may extend the deadline due to delays of the employee, Adult Protective Services, law enforcement, or other external factors.

The Employer will send copies of all corrective actions that employees receive to the Union within forty-eight (48) hours of issuance to the employee. Transmitting disciplinary notices to the Member Resource Center may be the agreed-upon form of notice.

### SECTION 6.3 RIGHT TO REPRESENTATION

~~Prior to issuing any form of disciplinary action to an employee, an~~ Unless circumstances prohibit, the Employer shall meet with the employee to investigate and gather facts. The Employer shall inform the employee of the purpose of the investigatory meeting and that the

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Tentative agreement for the Employer \_\_\_\_\_ Date: \_\_\_\_\_



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meeting could lead to disciplinary action. The Employer shall inform the employee of his/her/their right to request representation of an advocate or Union representative in the meeting. ~~The Employer shall inform employees who are subject to discipline that the employee has the right to request union representation, and~~ If the employee requests representation for any meeting for the purposes of disciplinary action or for investigation of an issue which could lead to discipline, the meeting shall be scheduled when a union ~~steward~~ advocate or representative can be present. The Union will provide a representative so that the process is not delayed. Representation via telephone shall be facilitated if requested by the Union- ~~Employees will be compensated for time spent (including windshield time) at a disciplinary or investigatory meeting at their normal rate of pay.~~

Such disciplinary notices shall be signed by the employee, and shall include the following:

“Your signature on this disciplinary action indicates only that you have received a copy of the disciplinary action and does not indicate your agreement or disagreement with the information provided by the Employer. If you believe this action violates the union contract or Employer policies, ~~You~~ you may have the right to appeal this action through the Grievance Procedure. You may contact SEIU 775 at 1-866-371-3200 for more information.”

#### **SECTION 6.4 ADMINISTRATIVE LEAVE**

An Administrative leave is normally used when an accusation against an employee or issue involving the employee would warrant reporting to APS or, in the view of the Employer, could result in termination of employment. Administrative Leave is a paid leave when an employee is not allowed to work while the employer is investigating the issue. The employee will be told they are being placed on Administrative Leave while the employer investigates the issue. The employee will be told what schedule they are being paid while on Administrative Leave. The employee will be paid for the assigned schedule they would have normally worked in their regular schedule while on Administrative Leave had they not been suspended. The paid hours will be based on the schedule at the time of the suspension. Pay rate while on Administrative

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Leave will be the minimum wage, however, an HCA placed on Administrative Leave and paid at the administrative pay rate for hours not worked during the course of the investigation of charges, and who is subsequently returned to work by the Employer, shall be compensated at his/her regular rate of pay plus any applicable differentials (or for the difference between his/her regular rate of pay and applicable differentials and the minimum wage paid as the Administrative leave rate while on suspension or Administrative leave pending the Employer's investigation). If it is determined that the employee is to be disciplined, up to and including termination, the employee shall be compensated at the Administrative rate for any hours not worked.

Employees who are discharged will be sent a final paycheck by mail within five (5) days of the date of the termination of their employment. This final paycheck will include payment for all hours worked and not paid, as well as payment for any accrued personal leave.

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Tentative agreement for the Employer \_\_\_\_\_ Date: 8/15

## ARTICLE 7: GRIEVANCE PROCEDURE

### SECTION 7.1 GENERAL DEFINITIONS

The Employer and the Union are committed to addressing and resolving workplace issues in a fair and responsible manner at the lowest possible level. 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, Home Care policies and/or procedures, or past practices or ~~and~~ policies of the Employer ~~which initiate on the execution date of this Agreement.~~

### SECTION 7.2 INITIATING A GRIEVANCE

Most grievances should be presented first at the lowest level, with the immediate supervisor.

An employee, advocate, or Union Representative may initiate a grievance. Special circumstances may require resolution at a higher level than the immediate supervisor; in such cases, the Employer may accept the initial filing of the grievance at Step Two (2) or Three (3).

Complaints of discrimination shall be filed initially at Step 2.

Appeals of terminations shall be filed initially at Step 3 within fifteen (15) calendar days from the date they are issued.

### SECTION 7.3 TIME LIMITS, MEETINGS AND NOTIFICATION

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 employee or Union awaiting a response at any step may advance the grievance to the next step once the time limits have expired. The Union may withdraw a grievance at any step in the grievance procedure.

The parties may ~~waive meetings or~~ conduct meetings in person, by phone, video conference, or waive meetings by mutual agreement. ~~Electronic mail (email) shall be~~ Email is a valid notification under this Article.

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~~Employees will be compensated for time spent (including windshield time) at a grievance meeting at their normal rate of pay.~~

#### **SECTION 7.4 INFORMAL STEP - STEP ONE (1): IMMEDIATE SUPERVISOR**

An issue in dispute will be addressed ~~in an in-person meeting or specified phone consultation~~ between the immediate supervisor and the employee involved, within twenty-one (21) ~~thirty (30)~~ calendar days of the incident giving rise to the dispute ~~or when the Union is made aware of the incident.~~ The employee may request representation by an advocate or union representative. Advocates and supervisors are encouraged to gather information to assist in establishing facts about the dispute. The dispute does not need to be presented in writing, and the resolution of the issue may also be verbal. Disputes resolved at this level shall be final and binding unless inconsistent with this Agreement, but shall not form precedent for any future or other disputes arising under this Agreement.

If the issue is not resolved within ten (10) calendar days from the date of the Step 1 meeting, or should the supervisor fail to respond, the employee may advance the issue to Step Two of the grievance procedure.

#### **SECTION 7.5 FORMAL GRIEVANCE PROCEDURE - STEP TWO (2): SERVICE DIRECTOR**

The issue in dispute shall be written as a formal grievance, ~~using the Union's grievance form or~~ clearly setting forth the facts in dispute. The grievance shall be submitted by the employee grievant (s), the advocate or the union representative to the Service Director for resolution at Step 2.

The Service Director shall have ten (10) calendar days from receipt of the grievance to meet with the grievant and ~~his/her the grievant's~~ advocate or union representative to hear the grievance, and to attempt ~~a resolution of the~~ to resolve the dispute. If the grievance is not resolved within the ten (10) calendar days of the Step 2 meeting or if the Service Director fails to respond, the Union has the right to advance the grievance to Step Three (3).

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**SECTION 7.6 STEP THREE (3): LONG-TERM CARE SYSTEM DIRECTOR**

The Long-Term Care System Director shall have ten (10) calendar days from receipt of the grievance to recommend a resolution of the grievance. The Union may request a meeting to present and discuss the grievance with the Long-Term Care System Director in which case a meeting shall be held with the LTC System Director or designee. If the resolution proposed by the Long-Term Care System Director is unacceptable, or should the Long-Term Care System Director fail to respond at Step 3 within ten (10) calendar days from the date the step 3 grievance was submitted, the Union shall have the right to advance the grievance to arbitration.

**SECTION 7.7 MEDIATION (OPTIONAL)**

Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step 3. A mediator shall be selected by mutual agreement of the Employer and the Union within five (5) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service or by mutual agreement. The mediator shall hear the presentation of the grievance within ten (10) calendar days of the date of selection, or as mutually agreed to by the parties. The mediator shall issue a recommended solution within ten (10) calendar days of the presentation of the grievance. Should the mediated resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration.

**SECTION 7.8 ARBITRATION**

If the grievance is unresolved through Steps 1-3 and/or mediation, the Union may proceed to arbitration within fifteen (15) calendar days of the date the Employer response is received or due in Step 3, or within fifteen (15) calendar days from the date a mediated resolution is rejected. The parties shall utilize the expedited arbitration model under FMCS Guidelines.

An arbitrator shall be selected by mutual agreement of the Employer and the Union. In the event mutual agreement is not reached on selection, an arbitrator shall be selected from a list of seven (7) arbitrators provided by the Federal mediation and Conciliation Service (FMCS). The

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Tentative agreement for the Employer \_\_\_\_\_ Date: 7/5

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arbitrator shall be selected by alternate strikes of the list; the party to strike first shall be determined by a coin toss.

Within fifteen (15) calendar days of the date of arbitrator selection, the arbitrator shall identify date(s) for the arbitration and shall convene the arbitration within thirty (30) calendar days from the date of selection. The arbitrator shall issue a final and binding decision within thirty (30) calendar days from the date of conclusion of the arbitration proceedings.

The arbitrator's power shall be limited to interpreting the Collective Bargaining Agreement, the Employer's Handbook or policies, as applied to the grievance dispute before the arbitrator. The arbitrator's decision shall be final and binding upon the parties.

The Employer and the Union shall each bear the cost of its own arbitration presentation, including the costs of witnesses, and shall bear equally the fees and cost of the arbitrator.

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

Tentative agreement for the Union Alex Ruedas (signed electronically) Date: 8/31/23  
Tentative agreement for the Employer \_\_\_\_\_ Date: 7/5

## ARTICLE 8: GENERAL PROVISIONS

### SECTION 8.1 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 management annually. The Labor/Management Committee shall meet to review and adopt proposed changes when necessary.


### SECTION 8.2 PERSONNEL FILES

The employee or their representative (if the employee so authorizes in writing) may examine the employee's permanent personnel files, maintained in Human Resources. Only appropriate information shall be maintained in an employee's personnel file.

Files must be available within two (2) business days of a receipt of written request from the employee or their representative (if the employee so authorizes in writing). Employees' who have a dispute with information in their personnel file may submit written comments replying to any material in their file and shall also be maintained in their personnel file.

Upon request from the employee in writing, the Employer shall provide a copy of the personnel file within fourteen (14) calendar days.

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

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For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer 
Date: 8/31/23	Date: 9/5

Disputes regarding documents placed in the employee’s permanent personnel file are subject to the Grievance Procedure as stated in Article 7.


**SECTION 8.3 INTRODUCTORY PERIOD EMPLOYEE**

The first seven (7) months of employment shall be an Introductory Period for all new employees. During this period, the supervisor may choose to meet with the employee to discuss performance concerns if it appears that this may help the employee successfully complete the Introductory Period. ~~The Employer shall ensure newly hired employees are trained or familiar in basic caregiving needs prior to their first assignment with a client. During this period, if an employee is being assigned to a higher needs client, the Employer will ensure the employee is equipped and provided with additional training needs or support as needed prior to their first shift with the client.~~ During this Introductory Period an employee may be terminated without cause and without recourse to the Grievance Procedure.

**SECTION 8.4 OPEN POSITIONS**

In order to ensure that all interested employees are advised of CCS employment opportunities, notice of job vacancies for regular full or part time positions will be sent to the Union by email, and job announcements will be posted on designated bulletin boards at each central worksite. In addition, information about all job vacancies will be made available to employees via a toll-free telephone number, the CCS website (www.CCS.org), and in pay envelopes. All regular full or part time vacancies will be posted and filled in accordance with this Agreement. Postings will be

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For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer: 
Date: 8/31/23	Date: 9/5



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available for no less than five (5) working days, and will include position requirements, minimum qualifications, substitute and preferred qualifications (if any) and base rate of pay.

**SECTION 8.5 HIRING**

All applicants will be required to complete the Washington State Patrol Background Check, Department of Social and Health Services (DSHS) Background Authorization, Employment Eligibility Form, or other state-mandated forms and other routine application forms.

**SECTION 8.6 EVALUATIONS**

Employees will be formally evaluated by their immediate supervisor. All employees will be evaluated on a regular basis. The employee shall sign the Employer’s copy of the evaluation and shall be provided a copy of the evaluation. The employee's signature represents acknowledgment of the document and does not necessarily indicate agreement with the content of the evaluation. If the employee desires to submit a written statement responding to the evaluation such statement shall be placed in their permanent personnel file.

**SECTION 8.7 EMPLOYEE ADDRESSES AND PHONE NUMBERS**

The Employer shall establish policies requiring all employees to notify the Employer of any changes in their address, email address or phone number(s). The Employer shall place written verification of address and phone number changes in the employee's permanent personnel file, and the employee shall be provided with a copy. Failure to notify the Employer of address and

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Tentatively Agreed To:

For the Union:

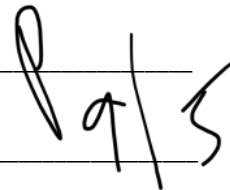
*Alex Ruedas (signed electronically)*

Date:

8/31/23

For the Employer:

Date:



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phone number changes shall be considered just cause for discipline, and shall relieve management of notice requirements set forth in other sections of this Agreement.

**SECTION 8.8 NEW POSITIONS**

If during the life of this Agreement, the Employer elects to create a new position in the unit defined by Article 1 (Recognition), the Employer shall give the Union advance written notice of the new position and wage rate. The Union shall have fourteen (14) calendar days from receipt of such notice to request negotiations on the new position and the proposed wage rate. If requested by the Union, the parties shall meet promptly to negotiate the wage for the new position.

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

Tentatively Agreed To:	
For the Union:	For the Employer:
<u>Alex Ruedas (signed electronically)</u>	
Date:	Date:
<u>8/31/23</u>	<u>9/15</u>

**ARTICLE 9: LABOR/MANAGEMENT COMMITTEE**

**SECTION 9.1 PURPOSE**


The Union and the Employer acknowledge that many of the decisions which impact the work covered by this Agreement are made by those who are not parties to this Agreement.

Accordingly, the Union and the Employer shall establish a Labor/Management Committee to discuss matters of mutual interest.

**SECTION 9.2 STRUCTURE**

The Committee shall meet on a flexible and as needed basis at least twice annually, at mutually convenient times and places. Each party shall assign a co-chair, and it shall be up to each parties' co-chair to mutually agree upon the time, location, and number of attendees for each meeting. Ideally the Committee shall consist of an equal number of representatives of both parties, but at least three (3) representatives of the Union, and three (3) representatives of the Employer. Both the Union and the Employer shall have the sole authority to determine who represents them on this Committee. Every effort will be made to ensure representation on this Committee from each geographic area of the Employer. Union representatives on this Committee who are employees of the Employer shall receive all compensation they would normally receive for any work covered by this Agreement. Travel expenses, mileage, or other incidental costs for

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For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer: 
Date: 7/27/23	Date: 7/27

the union members on the Committee shall be borne by the Union. The Committee may be held by video conference if mutually agreed upon by the parties.

**SECTION 9.3 RELATION TO GRIEVANCE PROCEDURE**

The Labor/Management Committee shall not be used to ~~supplant~~replace the Grievance Procedure. The Union retains its right to bring issues to the Grievance Procedure either in lieu of or in addition to discussing them in the Labor/Management Committee.


**SECTION 9.4 RELATION TO COLLECTIVE BARGAINING AGREEMENT**

In the event a decision is reached by the Labor/Management Committee to recommend adjustment of any provision contained in this Agreement, said recommendation shall not become effective until approved by both the Union and the Employer in writing. Any changes to this Agreement which are approved by both the Union and the Employer shall be reduced to writing and attached as a side letter to this Agreement.

**SECTION 9.5 RELATION TO POLICIES**

The Union shall have right to demand to bargain over all mandatory subjects in the Employer’s handbook. All new employees will be provided a copy of the company handbook. The Union shall be provided the most up to date finalized policy manual upon the beginning of this agreement and when changes are made.

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

Tentatively Agreed To:	
For the Union: <u>Alex Ruedas (signed electronically)</u>	For the Employer: 
Date: <u>7/27/23</u>	Date: <u>7/27</u>

The Employer generally shall notify the ~~the~~ Union at least 30 days before a change in policy that is subject to mandatory bargaining. The Union understands the Employer’s handbook is subject to state WAC/RCW and state policy change that may necessitate less than a 30-day notice. In cases where the Employer is not provided adequate time by the state or contractor, the Employer shall notify the Union as soon as practical.


Per Article 22: Severability, the Union understands the Employer operates under a state license and contract and should a change in law necessitate, the Employer may have to implement a policy change unilaterally to comply with the law. Should this occur, the employer will notify the ~~union~~ Union immediately to resolve the matter. The Union will have the right to bargain over all mandatory subjects in policy within 10 days of receipt of notice of policy change from the Employer.

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

**SECTION 9.6 NEGOTIATIONS**

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

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

Tentatively Agreed To:	
For the Union: <u>Alex Ruedas (signed electronically)</u>	For the Employer: 
Date: <u>7/27/23</u>	Date: <u>7/27</u>

**ARTICLE 10: HEALTH AND SAFETY**

**SECTION 10.1 RIGHT TO SAFE WORKING CONDITIONS**

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employees shall be required to work in any situation that would threaten or endanger their health or safety and the Employer shall notify employees of any health or safety risks prior to a client assignment and employees have the right to decline working for a client who lives in a situation which could threaten their health and safety.

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

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

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For the Union:

Alex Ruedas (signed electronically)

Date:

09/20/2023

For the Employer:

Peter Nazzal

Date:

9/21/23

- A. Effective July 1, 2021, the Employer shall develop a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and challenging behavior and work to resolve issues impacting the provision of personal care, and the policy must include stated permission and a process for allowing workers to leave situations where they feel their safety is at immediate risk. This process must include a requirement to notify the Employer and applicable third parties as soon as possible.
- B. The Employer may not terminate an employee, reduce the pay of an employee, or not offer future assignments to an employee for requesting reassignment due to alleged discrimination, abusive conduct, or challenging behavior.
- C. The Employer must inform an employee of instances of discrimination and abusive conduct occurring in or around the client’s home care setting prior to assigning the employee to that client, and throughout the duration of service, if those instances are:
  - I. Documented by the Employer; or
  - II. Documented by a third party and communicated to the Employer.
- D. The Employer must inform an employee of a client’s challenging behavior prior to assigning the employee to said client if it is documented:
  - I. In the client’s care plan;
  - II. By the Employer; or

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Date: 09/20/2023	Date:

III. By a third party and communicated to the Employer.

E. The Employer must keep a record of any reported incidents of discrimination or abusive conduct experienced by an employee during the provision of paid personal care services. The records must be kept for at least five years following the reported act.

F. The Employer must provide a list of resources about discrimination and harassment for employees to utilize. At a minimum, the resources must include contact information of the equal employment opportunity commission, the Washington State Human Rights Commission, and local advocacy groups focused on preventing harassment and discrimination and providing support for survivors.

**SECTION 10.2 IMMINENT DANGER TO HCA**

Any employee who believes in good faith that his/her health and/or safety is in imminent danger at an assigned work location may leave that location immediately.

The employee shall report the incident to his/her supervisor as soon as possible after leaving the assigned work location. The employee shall be paid for his/her entire scheduled assignment, including all travel time and travel miles (except errands not performed) he/she would have been paid had the assignment been completed as scheduled.

CCS shall investigate the incident and shall report the incident to the client's family or guardian for private-paid clients, to DSHS for public-paid clients, and to any other appropriate agency. CCS shall provide copies of any documentation related to the incident to the Union upon request. The

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

Tentatively Agreed To:

For the Union:

Alex Ruedas (signed electronically)

Date:

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For the Employer:

Peter Nazza

Date:

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Employer does, however, reserve the right to protect client confidentiality in the release of this information.

If CCS continues to serve the client, any future employee assigned to that client shall be provided with copies of any documentation related to the incident before he/she is required to begin the assignment and obtain in return from the employee a signed acknowledgment of receiving such documentation. A verbal approval from the employee that is documented by the employer is also acceptable. CCS reserves the right to protect client confidentiality in the release of this documentation.

Nothing in this section shall be interpreted to limit in any way an employee's right to refuse unsafe work under the National Labor Relations Act, the Occupational Safety and Health Act, or other applicable laws.

**SECTION 10.3 SAFETY EQUIPMENT & SUPPLIES**

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

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For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer: Peter Nazzal
Date: 09/20/2023	Date:

**SECTION 10.3.1 SAFETY SHOES**

For over ten years Catholic Community Services has been providing a pair of new thick-soled tennis-shoes to HCA’s who request as part of the CCS “Shoe Scholarship”. A new pair of shoes is generally available every two years. CCS will continue this program.

**SECTION 10.4 CLEANING EQUIPMENT & SUPPLIES**

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

**SECTION 10.5 VACCINATIONS**

As required by law, the Employer will continue to offer Hepatitis B shots free of charge to the HCA., The Employer and Union will work together to offer, at no cost to the employee or Employer, Hepatitis A shots, flu shots and other vaccinations as deemed appropriate. The Employer will continue to follow federal and state guidelines for Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination.

**SECTION 10.6 SAFETY COMMITTEE**

Adequate preparation of caregivers helps both the caregiver and person receiving care. Caregivers should be equipped with information, including relevant care plans and behavioral

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09/20/2023

For the Employer:

Peter Nazzal

Date:

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support interventions, existing problem-solving tools, and strategies to improve safe care delivery.

The Labor-Management Committee and the Safety, No Harassment and No Discrimination Committee will provide input to be used by the CCS Safety Committee and the Quality Assurance program as required by SB 6205. Safety will be a standing agenda item for the Labor Management Committee.

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

Tentatively Agreed To:

For the Union:

Alex Rusdas (signed electronically)

Date:

09/20/2023

For the Employer:

Peter Nazzal

Date:

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**ARTICLE 13: LEAVES – CURRENT LANGUAGE**

This is a package proposal. The Employer reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:

Alex Ruedas (signed electronically)

Date:

9/12/23

For the Employer

Date:

9/12/23

## ARTICLE 14: HOLIDAYS

### SECTION 14.1 RECOGNIZED HOLIDAYS

The following days shall be recognized as holidays and paid time-and-a-half pursuant to Section 14.2:

- New Year's Day
- Martin Luther King Jr. Day
- ~~President's Day~~ \_\_\_\_\_
- Memorial Day
- Juneteenth \_\_\_\_\_
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas

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 14.2 PREMIUM PAY HOLIDAYS

Overtime (Time-and-a-Half) Pay for Recognized Holidays:

Employees who are assigned on an hourly basis to work on Recognized Holidays 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.

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Tentatively Agreed To:	
For the Union: <u>Alex Ruedas (signed electronically)</u>	For the Employer: _____
Date: <u>9/12/23</u>	Date: _____

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Employees who are assigned a Live-In to work on the following Holidays shall receive their regular rate of pay plus \$45 per live-in shift:

- New Year's Day
- Christmas Day
- Thanksgiving

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For the Union:

*Alex Ruedas (signed electronically)*

Date:

9/12/23

For the Employer:

Date:



**ARTICLE 15: HEALTH AND WELFARE TRUST FUND BENEFITS**

**SECTION 15.1 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 15.2 CONTRIBUTIONS**

The hourly contribution rate shall be the hourly contribution rate established by the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the “Healthcare Rate”). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating Section 15.2.

**Medicaid-Funded Hours Worked**

Effective July 1, 2023, the Employer shall contribute the Healthcare Rate or four dollars and thirteen cents (\$4.13), whichever is higher, to the Trust for each Medicaid-Funded Hour worked, two and one-half cents (\$0.025) of which may be used for a health and safety benefit.

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For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer: 
Date: 9/12/23	Date:

Effective July 1, 2024, the Employer shall contribute the Healthcare Rate or five dollars and twenty-two cents (\$5.22), whichever is higher, to the Trust for each Medicaid-Funded Hour worked, two and one-half cents (\$0.025) of which may be used for a health and safety benefit.

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

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


**Non-Medicaid-Funded Hours Worked**

Effective July 1, 2023, the Employer shall contribute the Healthcare Rate or four dollars and thirteen cents (\$4.13), whichever is higher to the Trust for each Non-Medicaid-Funded hour worked, two and one-half cents (\$.0.025) of which may be used for a health and safety benefit.

Effective July 1, 2024, the Employer shall contribute the Healthcare Rate or five dollars and twenty-two cents (\$5.22), whichever is higher, to the Trust for each Non-Medicaid-Funded Hour worked, two and one-half cents (\$0.025) of which may be used for a health and safety benefit.

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

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For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer: 
Date: 9/12/23	Date:



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 15.2 shall be paid periodically as required by the Trust.

**SECTION 15.3 ELIGIBILITY STANDARDS**

Employee eligibility standards for health care benefits shall be determined solely by the Board of Trustees and as permitted under existing law. The Trust is responsible for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications and follow up to secure required applications/documentation, disenrolling ineligible workers and providing COBRA notifications and follow up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and disenroll ineligible workers. The Employer will provide information on the Trust’s benefits to all employees during the onboarding process.

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

**SECTION 15.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

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

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Tentatively Agreed To:	
For the Union:	For the Employer:
<i>Alex Ruedas (signed electronically)</i>	_____
Date:	Date:
9/12/23	_____

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 15.5 PURPOSE OF THE TRUST**

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

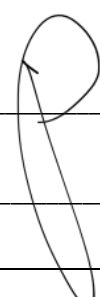
**SECTION 15.6 TRUST AGREEMENT**

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. This Collective Bargaining Agreement controls in the event that there is a dispute as to the terms or provisions in this CBA and any Trust agreement or document. 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 15.7 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

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Tentatively Agreed To:	
For the Union: <u>Alex Ruedas (signed electronically)</u>	For the Employer: 
Date: <u>9/12/23</u>	Date: _____

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liability the Employer from any claims by beneficiaries, health care providers, vendors, insurance carriers or home care workers covered under this Agreement.

This is a package proposal. The Employer reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:

Alex Ruedas (signed electronically)

Date:

9/12/23

For the Employer:

Date:

[Signature]

## ARTICLE 16: PAID TIME OFF (PTO)

### SECTION 16.1 ACCRUAL OF PAID TIME OFF

~~All employees shall accrue one (1) hour of Paid Time Off (PTO) for every twenty-five (25) hours worked.~~

Effective July 1, 2023, all employees shall accrue one (1) hour of Paid Time Off (PTO) for every twenty-four (24) hours worked.

Effective July 1, 2024, all employees shall accrue one (1) hour of Paid Time Off (PTO) for every twenty-three (23) hours worked.

### SECTION 16.2 LIMIT TO ACCRUAL OF PAID TIME OFF

Paid Time Off hours shall cap at one hundred and eighty-seven and a half (187.5) hours. Employees shall accrue, but not be eligible to use, Paid Time Off during their introductory period, except employees may use Paid Time Off after the first ninety (90) days of employment for sick leave per state law. Employees whose employment is severed prior to the end of their Introductory Period shall not be eligible to “cash out” unused Paid Time Off.

The Employer’s payroll system will show each employee’s PTO accrual balance on each paystub.

### SECTION 16.3 SCHEDULING AND USE OF PAID TIME OFF

Employees may schedule accrued Paid Time Off in increments of one (1) hour or more and employees may accumulate a maximum of one hundred and eighty-seven and a half (187.5) hours Paid Time Off. Employees wishing to use accrued Paid Time Off must arrange requests with their supervisor. Longer periods of Paid Time Off shall be granted originally on a first-come, first-served basis and then based on seniority.

Supervisors shall respond to approve or deny leave requests within five (5) working days from the receipt of the leave request form from the employee.

Employees may utilize accrued and unused Paid Time Off for purposes of illness, or for any other reason when previously approved by his/her supervisor.

This is a package proposal. The Employer reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:

Alex Ruedas (signed electronically)

Date:

9/12/23

For the Employer:

Date:



**ARTICLE 17: WAGES**

**SECTION 17.1 WAGE SCALE**

Employees covered by this Agreement shall be compensated according to the wage schedules set forth in Appendix A to this Agreement. Employees who are paid at a rate higher than the ~~2021-2023~~ 2023-2025 scale steps shall receive an increase equal to the new rate plus the difference between the current pay rate and the new scale step.


**SECTION 17.2 HOME CARE AIDE (HCA), CNA OR PROFESSIONAL CREDIT**

Home Care Assistants who hold and submit a valid Certified Nurses Assistant license, Home Care Aide Certification (HCA), (or an equivalent or greater license), shall receive twenty-five cents (\$0.25) cent per hour differential for each hour they are paid. Employees who have been re-hired shall be credited with all previous hours earned while working as a CCS HCA on the scale, plus any applicable hours worked as an HCA which can be verified, and shall be placed on the scale accordingly. Newly hired employees who have completed verifiable hours of previous paid, professional personal care work prior to their employment with the employer, shall receive credit on the wage scale up to the maximum amount that can be verified.

**SECTION 17.3 WAGE PROGRESSION**

Employees shall advance along the wage scale based upon hours of service with the Employer including any one-step credit in section 6.1. HCAs shall receive credit for all hours paid, and all

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unpaid hours credited for benefit purposes towards advancement along the wage scale. An employee's total accumulated hours shall be itemized and labeled as such on the employee's paycheck stub.

**SECTION 17.4 WEEKEND DIFFERENTIAL PAY FOR HOURLY ASSIGNMENTS**

An additional one dollar (\$1.00) per hour shall be added to the HCA's regular rate of pay for each hour assigned and worked on Saturday and/or Sunday.

**SECTION 17.5 WAGE DIFFERENTIALS**

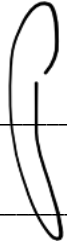
The Employer and the Union recognize two paths to qualify for wage differentials:

Advanced training differentials – these apply for all provided hours worked by an employee to all clients for which ~~she/he/they~~ the employee works. Employees in this category are assumed to be able to work for clients who have client-specific needs such as Toileting, Transfer, and Behavioral issues.

Client-specific differentials – are based on the needs of specific clients. These include Total Transfer, Total Toileting and Behavioral needs and are paid when employees work for a specific client.

An employee is able to qualify for one set of differentials. While differentials stack within the category – advanced training or specialized client-based needs, they do not stack outside of the two sets of differentials.

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Date: <u>9/12/23</u>	Date: _____


**Client-specific differentials:**

- **Total Transfer Differential:** All hours worked for clients who have Total Transfer authorized as a task on the Plan of Care shall be paid an additional fifty cents (\$0.50) per hour. To be eligible for this differential the HCA must be authorized and must perform the task (this differential applies to hourly work only, not live-in or sleep over shift services).
- **Total Toileting Differential:** All hours worked for clients who have Total Toileting authorized as a task on the Plan of Care shall be paid an additional fifty cents (\$0.50) per hour. To be eligible for this differential the HCA must be authorized and must perform the task (this differential applies to hourly work only, not live-in or sleep over shift services).
- **Special Skill Differential to Meet Client Behavioral Needs:** All hours worked for clients who have behaviors which significantly impact the provision of personal care and/or which necessitate special skills or training as defined and authorized by the Employer shall be paid an additional fifty cents (\$0.50) per hour. This differential applies to hourly work only, not live-in or sleep over shift services.

**Advanced Trainings:**

Advanced Training Differential: Employees who have completed Advanced Training (discontinued in February 2017) to meet apprenticeship standards beyond the training required to receive a valid "Home Care Aide" certification (as set forth in Training Partnership curriculum)

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shall continue to receive a differential of twenty-five cents (\$0.25) in addition to their hourly rate and differentials.

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


Advanced Training Differential (Advanced Home Care Aide Specialist-ACHAS/Advanced Behavioral Health Care Aide Specialist-ABHCAS):

Employees who complete the Advanced Home Care Aide Specialist (ACHAS) or Advanced Behavioral Home Care Aide Specialist (ABHCAS) Training (set forth in the Training Partnership Curriculum), as referenced in Article 18 – Training, shall receive a differential of seventy-five cents (\$0.75) in addition to their hourly rate and other applicable non-client specific differentials. Employees assigned by the Employer to receive ACHAS and/or ABHCAS Training will meet criteria set forth in Article 18 – Training, and must have completed their probationary period. The number of employees who may complete the training is limited to 63 (sixty- three) employees over the life of this two-year agreement as determined by the Employer’s contribution to the Training Partnership (as set forth in Article 18 – Training).

The Employer will honor completed Advanced Training, Advanced Home Care Aide Specialist (ACHAS), and Advanced Behavioral Health Care Aide Specialist (ABHCAS) training at the time of hire for new employees with verification of completion from the employee or the Training Partnership.

Employees participating in this training shall be paid by the Employer at their regular rate of pay.

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Date:	Date:
<u>9/12/23</u>	



- **Mentor Differential:** An employee who is assigned by the Employer as a mentor, preceptor or trainer of other employees or prospective employees shall be paid an additional one dollar (\$1.00) per hour differential in addition to the employee’s regular hourly wage rate, and in addition to any other differentials or adjustments, for each hour that he or she works as a mentor, preceptor or trainer.
- **Nurse Delegation:** An employee shall receive a differential of fifty cents (\$.50) per hour for all hours worked for a client for whom the HCA is delegated a nursing task. The nurse delegation differential stacks with either client specific or advanced training differentials.


**SECTION 17.6 PAY DAYS**

Employees shall be paid at least twice per month, no later than ten (10) days following the end of the pay period.

Payroll shall be paid on the 10th and 25th of each month. If the pay dates fall on a weekend or holiday, the payday shall be the next business day following the 10th or 25th, except the Christmas paycheck shall be paid on December 24th.

Employees shall be furnished with itemized deductions, current hours worked, cumulative career hours worked, wage step, accrued time off, current wages, current wage rate, cumulative wages, and any regularly itemized deductions.

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Date: 9/12/23	Date:

**SECTION 17.7 DIRECT DEPOSIT**

All payments in an electronic payroll system will be made by direct deposit or by check for employees without bank accounts. Pay stubs will be maintained and distributed in paper format. 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 for Employer shall mean the direct deposit (or debit card payroll payment) and/or the associated electronic payroll statement.

**SECTION 17.8 L&I WORKER CONTRIBUTIONS**

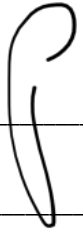
Catholic Community Services has never required HCAs to pay for the CCS worker’s compensation program. The Employer and the Union agree to continue this long-standing practice. All employees covered by this Agreement shall not be required to contribute to the Employer’s Labor and Industries (L&I) insurance costs. The Employer will assume all costs associated with L&I insurance premium payments.

**SECTION 17.9 PREDICTABLE INCOME**

Catholic Community Services and SEIU775 share the goal of eliminating poverty through just wages, benefits, and working conditions.

Predictable income is a key factor in helping people rise out of poverty. The work in home care is unpredictable due to the changing needs of clients, collectively and individually. While both


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employer and employee may desire a full-time schedule with predictable start and stop times, this is often impossible.

The parties agree to develop and to pilot a program that allows for predictable and consistent hours for caregivers, using the dispatched HCA position as a starting point. The Labor Management Committee will develop this program. In the event a decision is reached by the Labor Management Committee; such decision shall not become effective until approved by both the Union and the Employer and shall be reduced to writing. The program will begin no later than July 1, 2020. Data collected and recommendation will be reported out of the LMC. The Employer will invest three cents (\$0.03) per every hour worked to this program beginning July 1, 2020 (excluding vacation, PTO and training hours).

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For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer: 
Date: 9/12/23	Date:


**RTICLE 18: HOME CARE TRAINING AND CERTIFICATION**

**SECTION 18.1: TRAINING PARTNERSHIP**

The parties recognize that Catholic Community Services has played and continues to play an instrumental and long-standing role in developing and building the home care training program in the State of Washington. Recognizing our mutual commitment to development of a workforce capable of meeting the increasingly acute needs of the people served by home care and our encouragement of the development of human potential, the Employer will contribute to a fund for training and skills upgrading, known as the Training Partnership, pursuant to RCW 74.39A.009 and 74.39A.360. The Training Partnership will possess the capacity to provide training, peer mentoring workforce development and other services to home care aides. The Employer shall become and remain a participating employer in such a Partnership during the complete life of this Agreement, and any extension thereof.

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

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For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer: 
Date: 9/12/23	Date:

**SECTION 18.2: CONTRIBUTIONS**

**18.2.1 TRAINING PARTNERSHIP**


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

**18.2.2 MEDICAID-FUNDED HOURS WORKED**

Effective July 1, 2023, the Employer shall contribute the Training Partnership Rate or forty-nine and one-half cents (\$0.495), whichever is higher, to the Partnership for each Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time-off, and training hours.

Effective July 1, 2024, the Employer shall contribute the Training Partnership Rate or forty-eight and one-half cents (\$0.485), whichever is higher, to the Partnership for each Medicaid Funded

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Date: 9/12/23	Date:

Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time-off, and training hours.


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

**18.2.3 NON-MEDICAID-FUNDED HOURS WORKED**

Effective July 1, 2023, the Employer shall contribute the Training Partnership Rate or forty-nine and one-half cents (\$0.495), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective July 1, 2024, the Employer shall contribute the Training Rate or forty-eight and one-half cents (\$0.485), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid time off, and training hours.

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Date: <u>9/12/23</u>	Date: _____

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 18.2 shall be paid periodically as required by the Trust.

**SECTION 18.3 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.

**SECTION 18.4 ADVANCED TRAINING FOR ADVANCED HOME CARE AIDE SPECIALISTS AND ADVANCED BEHAVIORAL HOME CARE AIDE SPECIALISTS**

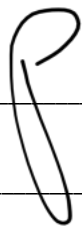
The parties agree to participate in a new advanced skills training track designed for agency workers who support clients who have heavy personal care needs or experience behaviors of significant frequency and intensity based on criteria to be established by the Employer.

Participation in AHCAS/ABHCAS shall be established by criteria set by the Labor Management Committee. The criteria may take into account seniority and other factors that would indicate a client or worker who would benefit from advanced training.

To participate in the advanced skills training track, providers:

- Must be an agency provider with (i) a valid Home Care Aide certification or (ii) exempt from certification under RCW 18.88B.041 (1)(a)(i)(A) or (iii) RCW 18.88B.041 (1)(a)(i)(B),

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has at least 1,000 Career Cumulative Hours, and has completed seventy (70) hours of basic training, or has completed a previous version of advanced training provided by the Training Partnership; and

- Must meet any other criteria established by the LMC.

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Tentatively Agreed To:

For the Union:

Alex Ruedas (signed electronically)

Date:

9/12/23

For the Employer:

Date:





**ARTICLE 19: SECURE RETIREMENT BENEFITS**

**SECTION 19.1 PARTICIPATING IN A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST**

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


**SECTION 19.2 CONTRIBUTIONS TO RETIREMENT TRUST**

The hourly contribution rate to the Retirement Trust shall be the hourly contribution rate established by the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the “Retirement Rate”). If the Retirement Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this Section 19.2.

**Medicaid-Funded Hours Worked**

Effective July 1, 2023, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Medicaid-Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar (\$1.00) per Medicaid-Funded hour worked by all home care workers covered by this Agreement with six-thousand and one (6001) or more career cumulative hours; (ii) eighty cents (\$0.80), for each Medicaid-Funded Hour worked by all home care workers

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

Effective July 1, 2024, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Medicaid-Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and twenty cents (\$1.20) per Medicaid-Funded hour worked by all home care workers covered by this Agreement with six-thousand and one (6001) or more career cumulative hours; (ii) eighty cents (\$0.80) for each Medicaid-Funded Hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and (iii) fifty cents (\$0.50) for each Medicaid-Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours.

**Non-Medicaid-Funded Hours Worked**


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Date: 9/12/23	Date:

Effective July 1, 2023, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Non-Medicaid-Funded hour worked by all home care workers covered by this Agreement: (i) one dollar (\$1.00) per Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement with six-thousand and one (6001) or more career cumulative hours, (ii) eighty cents (\$0.80), for each Non-Medicaid-Funded hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and (iii) fifty cents (\$0.50) for each 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.

Effective July 1, 2024, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and twenty cents (\$1.20) per Non-Medicaid Funded hour worked by all home care workers covered by this Agreement with six-thousand and one (6001) or more career cumulative hours; (ii) eighty cents (\$0.80) for each Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and (iii) fifty cents (\$0.50) for each Non-Medicaid Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701)

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Date: 9/12/23	Date:

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.

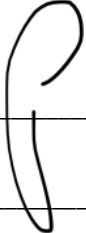
The Parties request that to the extent permissible by ERISA, the Board of Trustees review and implement an emergency savings program as a voluntary feature of the Secure Retirement Plan.

Contributions required by this Section 19.2 shall be paid periodically as required by the Trust.

**SECTION 19.3 TRUST AGREEMENT**

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

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For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer: 
Date: 9/12/23	Date:

SEIU 775 –Catholic Community Services  
2023-2025  
Employer Economic Package Proposal 8 31 23

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

ARTICLE 24: Partnership – current language

This is a package proposal. The Employer reserves the right to add to, modify or withdraw this proposal.

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For the Union:	For the Employer:
<u>Alex Ruedas (signed electronically)</u>	
Date:	Date:
<u>9/12/23</u>	_____

SEIU 775 –Catholic Community Services  
 2023-2025  
 Employer Economic Package Proposal 8 31 23

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

Wage Appendix:

Career Hours	BASE WAGE SCALE			
	<u>7/1/2023</u>	<u>1/1/2024</u>	<u>7/1/2024</u>	<u>1/1/2025</u>
0-2000	\$ 21.41	\$ 21.51	\$ 22.00	\$ 22.09
2001	\$ 21.58	\$ 21.68	\$ 22.16	\$ 22.16
4001	\$ 21.68	\$ 21.83	\$ 22.27	\$ 22.27
6001	\$ 21.78	\$ 21.93	\$ 22.37	\$ 22.37
8001	\$ 21.83	\$ 21.98	\$ 22.48	\$ 22.48
10001	\$ 21.92	\$ 22.07	\$ 22.57	\$ 22.57
12001	\$ 22.19	\$ 22.39	\$ 22.82	\$ 22.82
14001	\$ 22.70	\$ 22.90	\$ 23.55	\$ 23.55
16001	\$ 22.95	\$ 23.15	\$ 23.77	\$ 23.82
20001	\$ 23.28	\$ 23.48	\$ 24.09	\$ 24.14
24001	\$ 23.53	\$ 23.73	\$ 24.34	\$ 24.39

All active employees as of 12/15/23 will be given a bonus based on their longevity with CCS (most recent hire at CCS):

<u>Year Worked @ CCS</u>	<u>Bonus</u>
20+	\$ 1,000
15-20	\$ 900
10-15	\$ 800
5-10	\$ 700
4	\$ 350
3	\$ 325
2	\$ 300
1	\$ 275
>1	\$ 250

All active employees as of 3/31/24 will be given a bonus of \$250.

This is a package proposal. The Employer reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:	
For the Union:	For the Employer:
<u>Alex Ruedas (signed electronically)</u>	_____
Date:	Date:
<u>9/12/23</u>	_____

## ARTICLE 25: NO HARASSMENT, DISCRIMINATION, OR RETALIATION

The Employer shall strive to create and maintain a work environment in which people are treated with dignity, decency, and respect in an environment of mutual trust and free from intimidation, oppression, and exploitation.

Therefore, the Employer will not tolerate any form of harassment, discrimination, retaliation, violence or abuse by or against any employee toward any other person, including coworkers and third parties such as clients, vendors, visitors to the workplace, clients' family and friends in their homes while receiving care. The Employer will seek to prevent, correct, and discipline behavior that violates the application of this Agreement and will investigate any allegations or complaints made by employees within five (5) business days from the date the allegation or complaint was submitted.

### Prohibited Conduct

The following are examples of conduct prohibited:

- Epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to any legally protected characteristic or activity;
- Written or graphic material displayed or circulated in the workplace that denigrates or shows hostility or aversion toward an individual or group because of any legally protected characteristic or activity;

The [Union-employer](#) reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:	
For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer: _____
Date: 8/28/23	Date: _____

- Intimidating, hostile, derogatory, disrespectful, or otherwise offensive conduct or remarks that are directed at a person or group because of any legally protected characteristic or activity;
- Knowingly and recklessly making a false complaint of harassment or discrimination, or providing knowingly false information regarding a complaint; and
- Retaliation against an employee for filing a good faith complaint, opposing harassment or discrimination, or cooperating in the investigation of a complaint.
- Audio ~~or video~~ recording or photographs of the Employee without prior consent and notification

CCS does not tolerate discrimination based on being male, female, or transgender; and based on sexual orientation, gender expression, or identity, including gender stereotyping. The following are examples of sex discrimination prohibited under this policy:

- Vulgar or sexual comments, jokes, stories, or innuendo;
- Sharing, posting, or showing sexually-related messages, videos or texts, or social media content;
- Graphic or suggestive comments about someone’s body or manner of dress;
- Gossip or questions about someone’s sexual conduct, sexual orientation, gender identity or expression, or transition to another gender;

The [Union-employer](#) reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:

*Alex Ruedas (signed electronically)*

Date:

8/28/23

For the Employer:

Date:






- Vulgarity, leering, inappropriate touching, or obscene or suggestive gestures;
- Display in the workplace of sexually suggestive photographs, cartoons, graffiti, or the like;
- Unwelcome and repeated flirtations, requests for dates, or the like;
- Subtle pressure for sexual activity, including unwelcome but apparently sanction-free sexual advances by a supervisor to a subordinate;
- Solicitation or coercion of sexual activity, dates, or the like by the implied or express promise of punishment;
- Sexual assault;
- Intimidating, hostile, derogatory, disrespectful, or otherwise offensive conduct or remarks that are directed at a person because of that person’s sex, whether or not the remarks themselves are sexual in nature; and
- Retaliation against an employee for refusing sexual overtures.

Every employee is responsible for creating an atmosphere free of harassment, discrimination and retaliation. Each employee is responsible for respecting the rights of co-workers and reporting to the Employer immediately should an instance of harassment, discrimination, or retaliation occur.

**Reporting Discrimination, Harassment, or Retaliation**

The [Union-employer](#) reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:	
For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer: 
Date: 8/28/23	Date:

Employees are encouraged to report any concerns to their immediate Supervisor. If for any reason the employee chooses not to report to their Supervisor, they can report to the Service Director, manager, or Human Resources Director.

**Protection from Retaliation**

The Employer will not permit retaliation against anyone who in good faith (a) reports harassment, discrimination or retaliation; (b) opposes harassment, discrimination or retaliation; or (c) participates in an investigation. If the Employer determines that an employee has engaged in retaliation in violation of this policy, the employee will be subject to discipline, up to and including discharge.

**Confidentiality**

All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the HR Manager/Service Director will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files.

**Violence in the Workplace**

The [Union-employer](#) reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:	
For the Union: <i>Alex Ruedas (signed electronically)</i>	For the Employer:
Date: 8/28/23	Date:

The intent of the Employer is to provide a safe and secure environment for employees and clients by establishing violence prevention measures and providing assistance and support to victims. All employees are encouraged to be alert to the possibility of violence on the part of employees, former employees, clients, family members, and strangers. Employees should report threats or acts of violence to their Supervisor, Manager, or Human Resources. Every effort will be made to protect the safety and anonymity of anyone who comes forward with concerns about a threat or act of violence. The Employer shall work with victims of workplace violence by providing a debriefing for employees within 24 to 48 hours after a serious violent occurrence to discuss what happened and share what information the Employer may have regarding the incident. The Employer will use available resources to assist and support affected employees.

The [Union-employer](#) reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:

*Alex Ruedas (signed electronically)*

Date:

8/28/23

For the Employer:

Date:



### ARTICLE 27: TERM OF AGREEMENT

This Agreement shall become effective July 1, 202~~31~~, and shall remain in effect through June 30, 202~~53~~. In the event that the State reduces or increases the established vendor rate or reimbursement calculation for contracted services provided by the Employer and/or there is any other increase or reduction in the level of reimbursement established at the time of the signing of this Agreement, the parties agree to immediately reopen this Agreement for negotiations on all economically impacted sections. Within 2 (two) weeks of the close of the legislative session, the parties agree to schedule negotiations for the successor agreement which shall begin as soon as practical. The parties will establish a goal of concluding the negotiation on or before June 30, 202~~53~~. The parties agree that there may be issues specific to the employer that could be appropriately addressed in addendum(s) to the successor agreement. If the parties to this Agreement are still in negotiations for a successor Agreement as of June 30, 202~~53~~, all the terms of this Agreement shall automatically be extended until such time as a new Agreement is concluded, or the parties reach impasse in bargaining. The parties agree that if, during the period of these negotiations, impasse is reached, the Parties may mutually agree to refer unresolved issues which are mandatory subjects of bargaining to a process of binding interest arbitration.

Should the parties not agree to refer the outstanding issues to interest arbitration, Article 10 (Uninterrupted Client Services) shall be waived and shall not be in effect. During the period of waiver of Article 10, the parties shall be free to exercise any lawful rights of economic action.

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

Tentatively Agreed To:	
For the Union: <u>Alex Ruedas (signed electronically)</u>	For the Employer: <u>[Signature]</u>
Date: <u>9/20/2023</u>	Date: <u>9/14/23</u>