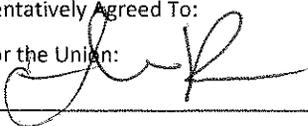


ARTICLE 2: UNION MEMBERSHIP AND UNION SECURITY

SECTION 2.1: UNION MEMBERSHIP DUES

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

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

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date:	Date:
7 / 13 - 23	7 / 13 / 23

SECTION 2.2: DUES DEDUCTION

The Employer agrees to deduct from each bargaining unit employee’s pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employee’s paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union by Automated Clearing House (ACH) Payment twice per month within ten (10) days after the end of each pay period for which the dues were deducted. If the report is delayed the Employer will notify the Union when the report will be delivered. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change. The Union reserves the right to enforce the terms and conditions of each employee’s signed membership card with regard to when authorizations for deductions may be revoked. The Employer shall honor the terms and conditions of each employee’s signed membership card.

SECTION 2.3: POLITICAL ACCOUNTABILITY FUND (COPE)

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

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

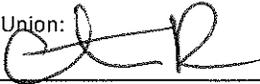
Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: <u>7/13/23</u>	Date: <u>7/13/23</u>

~~employee to the Union, by which the Union will notify the Employer to cease deductions.~~ The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) contributions will be promptly transmitted to the Union by separate check payable by Automated Clearing House (ACH) Payment to the Union and identified as COPE deductions, at the same time as the remittance of dues. Upon issuance and transmission of an ~~check~~ ACH Payment to the Union, each Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Political Accountability Fund (COPE) contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for, or on account of, any deduction made from wages of an employee.

SECTION 2.4: VOLUNTARY DEDUCTIONS

Upon receipt of a payroll authorization form, the Employer shall deduct and transmit voluntary contributions from each employee to the Union. The Employer shall deduct the sum specified from the pay of each employee and the authorization will be honored in accordance with its terms. The authorization will remain in effect until or unless revoked in writing by the employee ~~to the Union, by which the Union will notify the Employer to cease deductions 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 by Automated Clearing House (ACH) Payment to the Union and identified as Voluntary Deduction, at the same time as the remittance of dues.

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

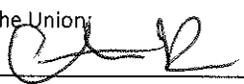
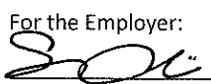
Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: <u>7/13/23</u>	Date: <u>7/13/23</u>

SECTION 2.5: ELECTRONIC SIGNATURE AND VOICE AUTHORIZATION

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

SECTION 2.6: BARGAINING UNIT INFORMATION AND REPORTING

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: <u>7/13/23</u>	Date: <u>7/13/23</u>

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and home address on file with the Employer. The Employer shall provide a roster of all bargaining unit employees to the Union ten (10) calendar days after each pay period. If the report is delayed the Employer will notify the Union when the report will be delivered. This information shall be transmitted securely in a mutually agreeable format. The roster shall include pay period start and end date, each employee's ID number, first name (preferred by employee), middle name (if applicable), last name, full name, social security number, gender, home address type (mailing, physical) address: city, State, zip, address last updated, home phone number, cell phone number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format), personal email address (if any), office or unit where the employee is assigned, CBA job classification(s), FTE status, shift, rate(s) of pay, differential rate (if applicable), gross pay, pay period hours, total hours accrued as an employee of the Employer or hours credited towards a wage scale step (cumulative career hours balance – rolling total should include the hours worked on each row), amount and rate of any special differential pay, PTO balance (rolling total should include the hours earned/used/forfeited on each row), PTO hours paid, overtime hours, retro pay amount, retro pay hours, mileage amount paid (number of miles), date of hire, date of birth, amount paid in dues, dues percentage, amount paid in COPE (if applicable), amount paid in any other voluntary deductions(s) (if applicable), and date and reason of termination, employment or leave status.

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

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: <u>7/13/23</u>	Date: <u>7/13/23</u>

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

The sum of the voluntary deductions in the Rosters/Reports shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

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

Employee number

First Name (preferred by employee)

Middle Name

Last Name

Social Security Number

SECTION 2.7: DATA SECURITY

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its

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

Tentatively Agreed To:

For the Union:



Date:

7/13/23

For the Employer:



Date:

7/13/23

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

The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement.

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.

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

The Employer agrees that no such information will be provided without written authorization from the employee.

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

Tentatively Agreed To:

For the Union:



Date:

7/13/23

For the Employer:



Date:

7/13/23

SECTION 2.8: DATA MAINTENANCE

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

SECTION 2.9: MEMBERSHIP FORMS

The Employer agrees to distribute membership forms for the Union with the basic employment paperwork required by the Employer. All Union membership forms completed by an employee and returned to the Employer will be forwarded to the Union within seven (7) days of receipt of the form via certified/trackable mail.

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: 7/13/23 _____	Date: 7/13/23 _____

ARTICLE 3: UNION RIGHTS

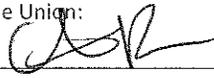
SECTION 3.1: ADVOCATE

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

SECTION 3.2: ADVOCATE RECOGNITION

The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in representational meetings, contract enforcement, and other meetings as defined in this Agreement. ~~These activities are defined as time spent in grievance investigation, the labor management committee, Safety, No Harassment and No Discrimination Committee, "Union time" presentations, negotiations or meetings, and in services as mutually agreed upon by the Union and each Employer.~~ Advocates shall have the obligation to inform their supervisors when they will be utilizing advocate time, and shall follow all usual scheduling procedures to ensure client care coverage. Time spent by worker representatives in representational meetings or other meetings as defined in this Agreement shall be considered hours worked for the purpose of healthcare eligibility (i.e., not for contributions).

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Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: <u>9/21/23</u>	Date: <u>09/21/23</u>

SECTION 3.3: BULLETIN BOARDS

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

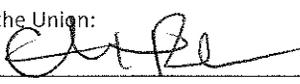
SECTION 3.4: NEW EMPLOYEE ORIENTATIONS, IN-SERVICE TRAININGS AND CONTINUING EDUCATION

An integral part of each employee’s tenure with the Employer is an understanding of this Agreement and the role of the Union in the employment setting. As such, representatives designated by the Union, or Advocates shall be permitted to attend the Employer’s new employee orientations, within the first half of every new employee orientation during regular working hours, whenever possible. The Employer will endeavor to provide the Union at least forty eight (48) hours’ notice of new employee orientations. The Union representative or Advocate may make its presentation in person, by video conference, or by phone. New employees will be paid by the Employer during these times.

The Employer will, on a weekly basis, provide to the Union new hires information which includes the employee’s preferred name, complete mailing address, home and cell phone number, personal email address and partial Social Security number in a secure manner.

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

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: <u>9 / 21 / 23</u>	Date: <u>09/21/23</u>

Additionally, new caregivers will be scheduled to attend one thirty (30) minute “union time” presentation during the required basic training of home care workers, such time shall be paid.

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

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

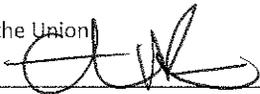
SECTION 3.5: ACCESS TO EACH EMPLOYER’S OFFICES

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

SECTION 3.6: ACCESS TO EACH EMPLOYEE’S FILES

The employee or his/her worker representative shall have the right to examine the employee’s personnel file. If the employee is not present, the employee shall provide written authorization to enable the worker representative to examine the file in the absence of the employee. Only appropriate information shall be maintained in an employee’s personnel file. Employees may request that a document be removed from their personnel file. Each Employer retains full discretion in determining whether the request is granted. Disputes regarding documents placed in the employee’s permanent personnel file are subject to the Grievance Procedure as stated in

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: 9/21/23 _____	Date: 09/21/23 _____

Article 9. The Union may, during normal business hours, examine time sheets, work production or other records that pertain to an employee’s compensation and/or fringe benefits, in case of a dispute as to contributions and/ or pay. The Union shall not exercise this right so as to be disruptive of the Employer’s business.

Upon request from the employee in writing, the Employer shall provide ~~the employee to him or her,~~ a copy of the personnel file within fourteen (14) calendar days. Copies may be emailed upon request by the employee.

SECTION 3.7: PAYCHECK DISTRIBUTION

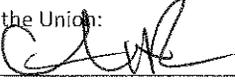
The Union may be present at in-person paycheck distributions or when employees are dropping off timesheets (unless the implementation of an all-electronic payroll system makes this provision obsolete). The Employer shall display a link to the Union contract website on the opening webpage of the online payroll website, when feasible.

The Employers will not be expected to pay Union worker representatives for their presence at in-person paycheck distributions or timesheet drop-offs.

SECTION 3.8: MEETING ROOMS

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

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: 9 / 21 / 23 _____	Date: 09/21/23 _____

ARTICLE 5: CLIENT RIGHTS

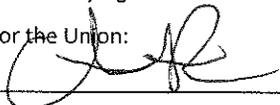
The Employer and the Union are committed to quality care of clients. It is the right of clients, in the privacy of their home, to choose the employee with whom they feel the most comfortable.

The ~~Parties~~ ~~Employer~~ supports client rights. If a client wishes to change employees, for any reason, the Employer will respect the right of the client to do so. If a client chooses to change employees, the employee who is being unscheduled shall be eligible for another client(s) or equivalent hours as available. The Employer will make a good faith effort to provide support for a successful employee/client relationship(s). At the discretion of the parties, the Employer and the Union may explore through the Labor Management Committee methods of coaching, counseling or mediation to assist in the resolution of client/worker conflicts to help ensure consistent service delivery with minimal worker reassignment.

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

Tentatively Agreed To:

For the Union:



Date:

7/13-23

For the Employer:



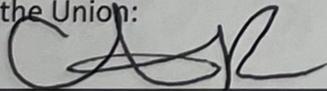
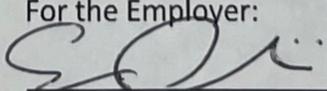
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ARTICLE 7: SENIORITY

Seniority shall be defined as the employee’s date of hire with the Employer. Continuous service shall be defined as no break in service for longer than one month with the exception of a Union-related leave of absence, military duty, leave under the Family Medical Leave Act, a layoff of less than twenty-four (24) months, or any other extended leave approved by an Employer. Seniority shall be used to determine entitlement to or accrual of other benefits as described in this agreement. Seniority shall also be a factor in determining work assignments, layoffs and recalls. The pay rate of the employee is determined by the number of verifiable cumulative career hours as a home care worker (per Article 20 – Wages and Premiums).

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: <u>9/21/23</u>	Date: <u>09/21/23</u>

ARTICLE 10: VACANCIES

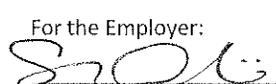
SECTION 10.1: OPEN POSITIONS

In order to ensure that all interested employees are advised of employment opportunities, notice of job vacancies for regular full or part time positions will be sent to the Union, and job announcements will be posted on designated bulletin boards in the office. In addition, information about all job vacancies will be available to employees by calling the office and in pay envelopes. All regular full or part-time vacancies will be posted and filled in accordance with this Agreement. Postings will include position requirements, minimum qualifications, substitute and preferred qualifications (if any) and base rate of pay.

SECTION 10.2: NOTIFICATION OF AVAILABLE HOURS

An employee seeking to work additional hours will notify his/her supervisor(s) of a desire to work additional hours, and schedule availability. Employees who are seeking to qualify for healthcare coverage shall indicate that they are seeking additional hours in order to qualify for health care coverage. Such notification will be made at least once a month. It is the responsibility of the employee to notify ~~her/his~~their immediate supervisor when ~~his/her~~their schedule changes. When a client ends services with the Employer, the Employer will notify all affected caregivers before the start of their next shift, or when the Employer becomes aware, whichever is first. The Employer will publish information, by office, regarding available hours via designated bulletin boards and other means which will assist employees in obtaining more hours. ~~It is the responsibility of the employee to notify her/his immediate supervisor when~~

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: <u>9/21/23</u>	Date: <u>09/21/23</u>

~~his/her schedule changes.~~ The means used to notify employees of available hours may also be referred to the appropriate Labor Management Committee for development following the ratification of this Agreement. The principle of client choice shall be the determinative factor for assignment of worker(s). All other factors and qualifications being equal, the Employer shall offer additional hours first to those workers seeking enough hours to qualify for healthcare coverage, employees who lost client hours through no fault of their own and thereafter the Employer shall use seniority as the factor in assigning additional hours, up to a maximum of forty hours per week.

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

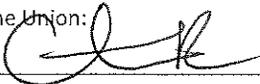
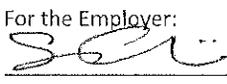
SECTION 10.3: JOB DESCRIPTIONS

Each 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. Each Labor Management Committee shall meet to review and adopt proposed changes when necessary.

SECTION 10.4: RIGHT TO REPLACEMENT HOURS

When an employee’s client assignment is reduced involuntarily through no fault of their own, the Employer shall attempt to assign replacement client hours to this employee and will

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

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date:	Date:
9/21/23	09/21/23

SEIU 775 – Amicable Healthcare

2023-2025

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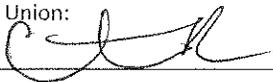
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prioritize placement of the displaced employee. It is understood that an employee may be required to work fill-in shifts until a permanent client can be assigned.

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

Tentatively Agreed To:

For the Union:



Date:

9/21/23

For the Employer:



Date:

09/21/23

ARTICLE 11: LABOR / MANAGEMENT COMMITTEE

SECTION 11.1: PURPOSE

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

SECTION 11.2: COMPOSITION, SCHEDULE, AND PROCESS

Each Committee shall be composed of the following members:

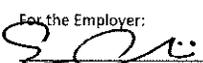
Amicable:	up to four (4) Union representatives, and up to four (4) representatives of management
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In addition, the President or Executives of the organizations, or their designees may attend the meetings. Other provisions for these Committees are as follows:

- a) Each Committee shall be co-chaired by one of the Union representatives and one of the Employer representatives. The Committee may also decide to rotate facilitation of meetings.

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Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date: 7/13/23	Date: 7/13/23

SEIU 775 – Amicable Healthcare
2023-2025
Union Proposal UPV01 2023 07 13

Time - _____

- b) Each Committee may meet quarterly, but no less than twice per calendar year, at a time mutually convenient to the Union and the Employer.
- c) The Union and the Employer co-chairs for each Committee will prepare an agenda to be presented to their Committee at least three (3) working days prior to the scheduled meeting.
- d) Employee Committee member will be paid their regular hourly rate of pay for participation for any scheduled hours of work that the worker foregoes by service on a Committee. The Union and the Employer shall pay any travel expenses for the participation of their respective representatives.

SECTION 11.3: EMPLOYEE HANDBOOK

The Employer shall allow the Labor Management Committee an opportunity to assist in writing the Handbook.

Should the Employer create an Employee Handbook or modify an existing one, the Employer will send the Union a copy of the new handbook at least 30 days in advance of the effective date.

The Union shall have the right to demand to bargain over any mandatory subjects of bargaining included or proposed in such a Handbook.

SECTION 11.4 RELATION TO POLICIES

The Employer shall implement a plan to prevent and protect employees from abusive conduct, to assist employees working in environments with challenging behavior, and work to resolve issues impacting the provision of personal care as required by SB 6205. This plan should be

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

Tentatively Agreed To:	
For the Union  _____	For the Employer:  _____
Date: <u>7/13/23</u>	Date: <u>7/13/23</u>

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2023-2025
Union Proposal UPV01 2023 07 13

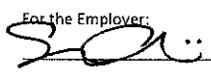
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reviewed and updated as necessary and at least once every three years. The plan shall be developed and monitored by a workplace safety committee organized by the parties as regularly as the LMC.

SECTION 11.5 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></u>	For the Employer: <u></u>
Date: <u>7/13/23</u>	Date: <u>7/13/23</u>

ARTICLE 12: HEALTH AND SAFETY

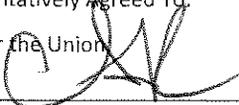
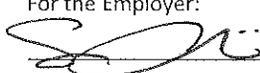
SECTION 12.1: RIGHT TO SAFE WORKING CONDITIONS

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employee shall be required to work in any situation that would threaten or endanger their health or safety and the Employer shall notify employees of any health or safety risks and client behavior included in the care plan 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 other 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.

Caregivers shall be provided updated care plans for their assigned clients, inclusive of notification of all known health and living conditions which could affect the health and safety of the employee including but not limited to the use of cigarettes or e-cigarette products, use of drugs or alcohol, insects or rodents (bed-bugs, lice, etc.), mold, HIV/AIDS, MRSA, C. diff.

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For the Union:  _____	For the Employer:  _____
Date: <u>8/29/23</u>	Date: <u>8/29/23</u>

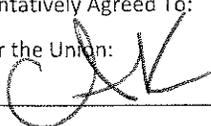
In any event, employees should not have to experience discrimination, abusive conduct, and challenging behaviors without assistance or redress and will immediately report to their Employer any working condition that the employee believes threatens or endangers the health or safety of the employee or client.

If the supervisor or other Employer representative deems the situation to be unsafe, and the employee is directed to leave the client's home, the employee shall be offered a substitute position to make up for the hours scheduled, or be paid for his/her entire scheduled assignment for that day, including all travel time and travel miles (except errands not performed) that he/she would have been paid had that assignment been completed as scheduled.

Following receipt of such report, the Employer will investigate the report, including review with the employee, client, and appropriate referral agency. Appropriate action will be taken by the Employer, based on the facts identified during the review of the investigation, the provisions of the program under which the client is being served, and the requirements of the contract between the Employer and the referral agency. The Employer shall provide copies of any documentation related to the incident to the Union upon request. The Employer does, however, reserve the right to protect client confidentiality in the release of this information.

-If the client continues to be served by the Employer, the Employer will make sure any future employees assigned to that client shall be provided with copies of any documentation related all previous incidents, training, equipment, or direction necessary to address any future

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incidents in a safe manner before the employee is required to begin the assignment. The Employer shall obtain in return from the employee a signed acknowledgement of receiving such documentation. A verbal approval from the employee that is documented by the employer is also acceptable. The Employer reserves the right to protect client confidentiality in the release of this documentation.

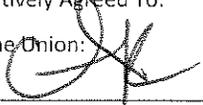
~~subsequent employees will be informed of the previous safety problem, and be provided with the proper information, training, equipment or direction necessary to address any future incidents in a safe manner.~~

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

- 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.

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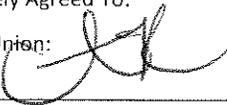
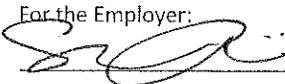
Tentatively Agreed To:	
For the Union: 	For the Employer: 
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- C. The Employer must inform an employee of instances of discrimination and abusive conduct occurring in or around the client’s home care setting prior to assigning the employee to that client, and throughout the duration of service, if those instances are:
 - a. Documented by the Employer; or
 - b. Documented by a third party and communicated to the Employer.

- D. The Employer must inform an employee of a client’s challenging behavior prior to assigning the employee to said client if it is documented:
 - a. In the client’s care plan;
 - b. By the Employer; or
 - c. By a third party and communicated to the covered Employer.

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

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

SECTION 12.2: SAFETY EQUIPMENT & SUPPLIES

No 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 ~~power~~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.

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

SECTION 12.3: 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 12.4: VACCINATIONS

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

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For the Union:  _____	For the Employer:  _____
Date: <u>9/29/23</u>	Date: <u>9/29/23</u>

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

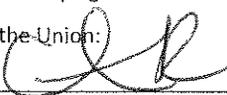
SECTION 12.5: SAFETY COMMITTEE

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

The Labor Management Committee and the Safety, No Harassment and No Discrimination Committee for the Employer shall function as its Safety Committee, and, consistent with applicable state and/or federal laws, shall provide input to be used by the Employer’s Safety Committee as required by SB 6205. Participation in a Safety Committee shall be considered time worked.

SECTION 12.6: ON CALL SUPPORT

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For the Union:  _____	For the Employer:  _____
Date: <u>8/29/23</u>	Date: <u>8/29/23</u>

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

SECTION 12.7: IMMINENT DANGER

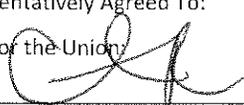
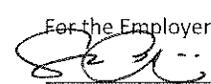
Any employee who believes in good faith that his/her health and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a supervisor. ~~The employee shall be paid for their entire scheduled assignment, including all travel time and travel miles (except errands not performed) they would have been paid had the assignment been completed as scheduled.~~ If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services.

SECTION 12.8 VIOLENCE IN THE WORKPLACE

Threats, threatening behavior, or acts of violence by or against employees, visitors, clients, residents, vendors, independent contractors, or others doing business with the company will not be tolerated. Such actions include but are not limited to: verbal or physical harassment or abuse, attempts at intimidation, sabotage, destruction of property, menacing gestures, possession of weapons, stalking, coercion, pushing or shoving, horseplay, or other hostile, aggressive, harmful and destructive actions.

Some employees are known to be at risk because they are subject to violence, threats, or harassment from a current or former client, spouse, partner, or other non-employee. Human

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Resources and Security personnel work with at-risk employees and their supervisors to develop safety plans that address the specific risks the employee faces while at work.

Victims of violent incidents in the workplace might have to contend with a variety of medical, psychological, and legal consequences. The Employer shall work with victims of workplace violence by:

- Referring victims to Health Care Center and a Labor and Industries (L&I) report will be filed immediately.
- Cooperating with an investigation as much as needed;
- Debriefing with employees within one business day.

SECTION 12.9: ANNUAL SAFETY TRAINING AS PART OF CONTINUING EDUCATION

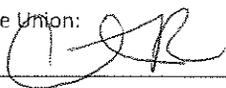
Health and Safety Training

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

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Tentatively Agreed To:

For the Union:



Date:

8/29/23

For the Employer:



Date:

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ARTICLE 13: PAY RECORDS AND PAY PERIODS

SECTION 13.1: CHECK STUB

Employees shall be furnished with a copy of an electronic or paper record showing their itemized deductions and payments each pay period, which shall include the current hours worked, cumulative career hours worked, accrued time off for eligible employees, current wages earned, current wage rate, cumulative wages to date, and any regular itemized deductions and payments, including any duly authorized dues and COPE deduction, and any additional voluntary deductions, in accordance with the Employer’s payroll procedures.

SECTION 13.2: PAY PERIOD

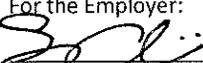
Payment of wages shall be twice monthly. If a payday falls on a Saturday, the check will be distributed the preceding Friday. If a payday falls on a Sunday, checks will be distributed on the following Monday, unless the Monday distribution date is one of the recognized holidays, or a day when an Employer’s office is scheduled to be closed for business; in such case, the checks will be distributed on the preceding Friday or immediate preceding business day.

The pay schedule shall be as outlined below, unless such pay schedule is altered by agreement between the Parties.

Amicable	5 th and 20 th of each month
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Should an employee fail to turn in the timesheet on or by the date required, the Employer will not guarantee that the hours will be paid until the pay period following the submission of the

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timesheet, except in the case of an emergency beyond the control of the employee. Timesheet is electronic or paper as the Employer determines.

The timesheet due dates shall be as outlined below, unless such timesheet due dates are altered by agreement between the Parties.

Amicable	1 st and 16 th of each month
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The Employer shall make the pay schedule available to all employees, published as a yearly calendar with pay days and mandatory due dates for submission of timesheets.

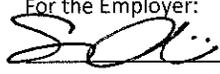
SECTION 13.3: CHECK CORRECTIONS

In the event an employee does not receive his/her paycheck on payday or is underpaid due to administrative error, a new check shall be issued within (3) business days from the pay date as long as the Employer is made aware of the problem on the pay date or the first business day following the pay date. If the underpayment is for a small amount, the Employer may ask the employee if the corrected amount may be paid on the next subsequent paycheck.

SECTION 13.4: DIRECT DEPOSIT

Direct deposit shall be required for employees, unless an employee elects to receive a debit card instead. All payments in an electronic payroll system will be made by direct deposit (or by debit card payment for employees without bank accounts). Employees who receive payment through direct deposit will be required to keep their bank information up-to-date with the Employer.

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Pay stubs will be maintained and distributed in an electronic format, to any employees who desire electronic communication, employees who do not indicate they wish such communication shall receive their printed payroll statement mailed to their home address. The Employer shall provide computer access at each of its offices for employees to access their pay records. This computer access shall be available on request, provided such requests occur during regular business hours. Any reference to “paycheck” in this Agreement shall mean the direct deposit (or debit card payroll payment) and/or the associated electronic payroll statement.

Employees who wish to receive a “live” check will provide the Employer with written notice of this option.

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

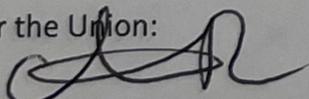
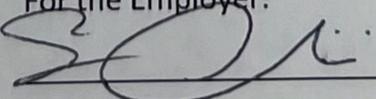
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Date: 7/13/23	Date: 7/13/23

ARTICLE 14: JOB DESCRIPTIONS AND CARE PLANS

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

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For the Union:  _____	For the Employer:  _____
Date: 9 / 21 / 23 _____	Date: 09/21/23 _____

ARTICLE 15: UNPAID LEAVES

For all leaves of absence, the Employer will be proactive in providing information or resources to employees who may qualify for leave, including the Employer’s Human Resources Department and the Union’s Member Resource Center.

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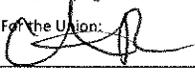
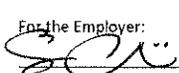
SECTION 15.1: UNION LEAVE

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

Leave to Conduct Union Business: A leave of absence without pay shall also be granted for no more than ninety (90) days to conduct Union business provided fifteen (15) days written notice is given. The Employer and the Union shall cooperate in the scheduling of substitutes, so that employees on leave can return to their job positions upon ending their leave. This leave may be extended upon mutual agreement.

Seniority Accrual and Benefits: An employee on an approved Union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. For the

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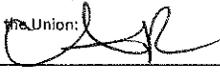
purposes of Union Leave all hours worked for the Union shall count as “hours worked” as defined in this Agreement ~~the CBA~~ to a maximum of the employees regularly scheduled hours per month per employee, including wage progression and leave accrual, but excluding eligibility and contributions to the Health Benefits Trust and Training Partnership. In order to ensure continuity of benefits from the Health Benefits Trust and the Training Partnership of up to six months for each Union Leave, all hours worked for the Union shall count as “hours worked” as defined in this Agreement ~~the CBA~~, and the Union shall make contributions directly to the Training Partnership and Health Benefits Trust, as if it were the Employer, on all hours worked. In no event shall benefits from the Health Benefits Trust and the Training Partnership under this provision continue for more than six consecutive months, unless mutually agreed.

SECTION 15.2: BEREAVEMENT LEAVE

Employees are eligible for up to five (5) days of unpaid funeral or bereavement leave for members of the immediate family, two (2) days of unpaid funeral or bereavement leave for close relatives and one (1) day of unpaid leave for the funeral or bereavement of other relatives or close friends or clients. At the discretion of the Employer, additional unpaid bereavement-leave of up to two (2) weeks may be granted for travel out-of-state or out of the country. The employee requesting such extended bereavement leave shall be allowed to utilize any Paid Time Off that s/he has accrued and earned.

SECTION 15.3: GENERAL LEAVES OF ABSENCE

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For the Union:  _____	For the Employer:  _____
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Employees shall be entitled but not limited to all rights and privileges provided in the Washington Paid Family and Medical Leave Act, and other federal and state laws regulating pregnancy and/or medical leave as outlined by the Employer’s policy or defined by statute.

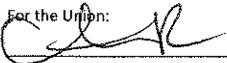
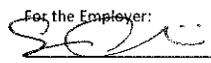
Types and Definitions of Leaves of Absence: Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of the Employer except that the Employer shall grant leave of absence without pay for the following reasons and minimum lengths of time:

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

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Leaves of absence shall not be construed as a break in service. All leaves of absence will be without pay, except where leave is covered by paid time off or accrued paid sick time. Employees on leave shall retain their seniority. An intermittent leave or reduced leave schedule may be granted if the leave is due to the Employee’s own illness or the illness of a child, spouse or parent of the employee, or at the discretion of the Employer, for the illness of another immediate family member, such as siblings, step-children, and step parents. When an intermittent leave is requested, dates on which treatment is expected to be given and the duration of the treatment must be submitted to the Employee’s supervisor. An Employer may temporarily transfer the

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employee to another available position with equivalent pay and benefits that better accommodate the Employee's scheduling needs.

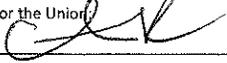
Return from Leave of Absence: The employee taking a leave of absence is entitled to return to his/her same position. The Employer will make a good faith effort to reinstate Employees returning from an authorized leave of absence to their previous or similar assignment and schedule.

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

SECTION 15.4: MILITARY CAREGIVER LEAVE

The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury or illness up to a total of twenty-six (26) work weeks of unpaid leave during a single twelve (12) month period to care for a service member as required under the Federal Family and Medical Leave Act. A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on temporarily disability retired list for a serious injury or illness. A serious injury or illness is that which was incurred by the service member in the line of duty that may render the service member unfit to perform the duties of his or her office, grade, rank or rating. The

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Date: <u>9/21/23</u>	Date: <u>09/11/23</u>

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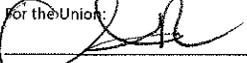
“single twelve (12) month period for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the Employer for other types of FMLA Leave. An eligible employee is limited to a combined total of twenty-six (26) work weeks of leave for any FMLA-qualifying reason during a single twelve (12) month period. Only twelve (12) of the twenty-six (26) weeks total may be used for the FMLA qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with the U.S. Department of Labor Relations and the Employment Security Department

SECTION 15.5: MILITARY SPOUSE LEAVE

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee’s intention to take leave within five (5) business days of receiving official notice that the employee’s spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

SECTION 15.6: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

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

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

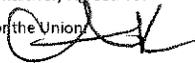
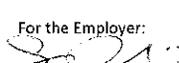
SECTION 15.7: OTHER FORMS OF LEAVE

The Employer shall educate supervisors and employees about eligibility and use of any new forms of leave enacted by the Federal, local or State governments.

OTHER REQUIRED LEAVE

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

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: <u>9 / 21 / 23</u>	Date: <u>09/21/23</u>

ARTICLE 16: HOLIDAYS

SECTION 16.1: RECOGNIZED HOLIDAYS

The following days shall be recognized as holidays:

- New Year's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- ~~Memorial Day~~

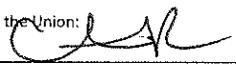
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Employees may schedule any holiday as a day off without pay, provided mutually acceptable arrangements have been made with the employee's supervisor to ensure adequate care is available for clients requiring care during the holiday period. Employees requesting a day off to observe a holiday may use any accumulated PTO. Assignment of work on Holidays shall be assigned by the Employer.

SECTION 16.2: PREMIUM PAY HOLIDAYS

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

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: <u>9/21/23</u>	Date: <u>09/21/23</u>

SEIU 775 – Amicable Healthcare

2023-2025

Union Proposal V01 2023 09 21

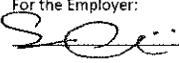
Time - _____

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

Open Holiday Pay Shifts

Should a regularly assigned employee be requested to work on one of the premium pay holidays listed above and decline that assignment, the Employer shall offer the hours to the most senior qualified employee provided that a client’s specific care needs and preferences are being met.

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

Tentatively Agreed To:	
For the Union:	For the Employer:
_____	 _____
Date:	Date:
_____	<u>09/24/23</u>

ARTICLE 17: TRAVEL PROVISIONS

SECTION 17.1: TRAVEL PAY AND MILEAGE

Windshield time

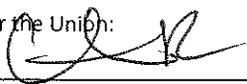
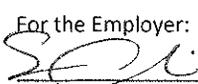
Employees shall be paid at their regular rate of pay per hour, while traveling between assigned work locations or clients. Windshield time is only paid from home to home if the travel goes directly from one home to another.

Employees who use public transportation for travel between assigned work locations or clients shall be paid their regular rate of pay per hour, for a period of time not to exceed one-half (1/2) hour. Employees who use public transportation between assigned work locations or for authorized errands shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly public transportation pass. Employees may be required to provide documentation of public transportation costs.

Mileage reimbursement

Employees driving their own vehicles between assigned work locations and clients, attending training classes, and for authorized client errands shall be reimbursed for mileage at the IRS rate. The Employer may set limits on the total number of miles in a month the Employee may be reimbursed for client errands, consistent with the Employer’s contract(s) with the Area Agency on Aging or Department of Social and Health Services regulations or contracting criteria. The number of miles reimbursable for travel between assigned clients shall not be limited. For

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 9/21/23	Date: 09/21/23

mileage to attend training classes it shall be determined from local office to training class and back to local office (or Employee’s home, whichever is shorter). Furthermore, at the Employer’s discretion carpooling may be required when practical and only the vehicle driver may then submit for mileage coverage.

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

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

Disputes about Reimbursement

The Employer reserves the right to use modern map programs, or other easily available no---cost to-the-Homecare Worker software to determine miles or drive time between assignments in instances where a significant variance in travel reimbursement claims are identified by the Employer. In the event an employee needs to use an alternative route (e.g. due to road closures or other verifiable reasons) the employee must notify their supervisor to be eligible for mileage reimbursement of the additional miles.

SECTION 17.2: INSURANCE AND DRIVER’S LICENSE

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

Tentatively Agreed To:	
For the Union:	For the Employer:
_____	<i>[Signature]</i>
Date:	Date:
_____	<i>09/24/23</i>

Employees, at all times, while on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the State of Washington. The Employer may require proof of sufficient liability insurance. Such insurance shall not be construed to be in the category of livery service.

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

SECTION 17.3: DOCUMENTATION OF EXPENSES

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

SECTION 17.4: SPEEDING

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

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

Tentatively Agreed To:

For the Union:

Date:

For the Employer:

Date:



09/21/23

ARTICLE 18: HEALTH AND WELFARE TRUST FUND BENEFITS

SECTION 18.1: COMPREHENSIVE BENEFIT PACKAGE THROUGH THE TRUST

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

SECTION 18.2: CONTRIBUTIONS

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

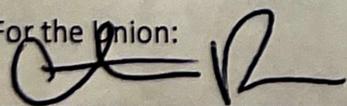
Contributions for the health and safety benefit as described in Section A. and B. below will be paid to the SEIU Healthcare NW Health Benefits Trust which will administer any program established with these funds. The use of these negotiated funds for health and safety will be determined by the Board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

A. Medicaid-Funded Hours Worked

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

Tentatively Agreed To:

For the Union:



For the Employer:



Date:

11/13/23

Date:

11/13/23

Effective July 1, ~~2021~~2023, the Employer shall contribute the Healthcare Rate or ~~three dollars and seventy nine cents (\$3.79)~~, 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. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours. ~~Consumer participation shall also be excluded for contribution purposes.~~

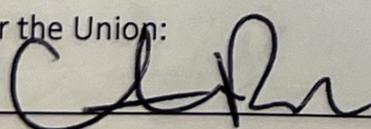
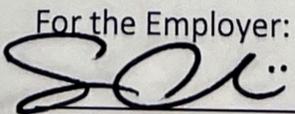
Effective July 1, ~~2022~~2024, the Employer shall contribute the Healthcare Rate or ~~three dollars and ninety eight cents (\$3.98)~~ five dollars and twenty-two cents (\$5.22), whichever is higher, to the Trust for each Medicaid-Funded Hour worked two and one-half cents (\$0.025) of which may be used for a health and safety benefit.

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

B. Non-Medicaid-Funded Hours Worked

Effective July 1, ~~2021~~2023, the Employer shall contribute the Healthcare Rate or ~~three dollars and seventy nine cents (\$3.79)~~ 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. 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

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: <u>11/13/23</u> _____	Date: <u>11/13/23</u> _____

program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective July 1, 2023~~2~~, the Employer shall contribute the Healthcare Rate or ~~three dollars and ninety-eight cents (\$3.98)~~ five dollars and twenty-two cents (\$5.22), whichever is higher, to the Trust for each Non-Medicaid-Funded Hour, 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.

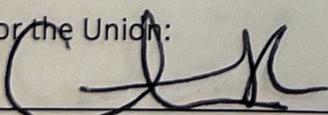
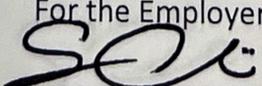
One Live-In shift shall count as eight (8) Non-Medicaid-Funded Hours for the purposes of contributions to the Trust.

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

SECTION 18.3: ELIGIBILITY STANDARDS

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

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: 11/13/23 _____	Date: 11/13/23 _____

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 18.4: EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION

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

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

SECTION 18.5: PURPOSE OF THE TRUST

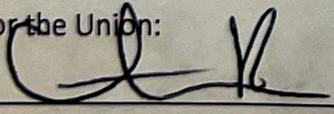
For purposes of offering healthcare, dental and vision, and other benefits or programs authorized by the Board of Trustees to members of the bargaining unit, the Employer shall become and remain a participating Employer in the Trust during the complete life of this Agreement, and any extension thereof.

SECTION 18.6: TRUST AGREEMENT

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

Tentatively Agreed To:

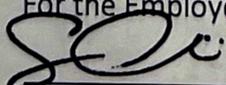
For the Union:



Date:

11/13/23

For the Employer:



Date:

11/13/23

SEIU 775 – Amicable Healthcare

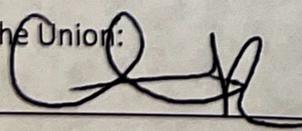
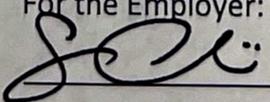
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Union Proposal UPV01 2023 08 29

Time - _____

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

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: 11/13/23 _____	Date: 11/13/23 _____

ARTICLE 19: PAID TIME OFF (PTO)

SECTION 19.1: ACCRUAL

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

PTO shall accrue according to the following chart or formula:

~~Effective July 1, 2021, employees shall accrue one (1) hour of paid time off for every twenty-five (25) hours worked.~~

Effective upon ratification, accrual of PTO shall be one (1) hour of PTO for every twenty-four (24) hours worked.

Effective July 1, 2024, accrual of PTO shall be one (1) hour of PTO for every twenty-three (23) hours worked.

PTO may accumulate for a maximum of one hundred-forty (140) hours.

The Employer shall arrange for leave balances to be printed on the pay-stubs of each employee.

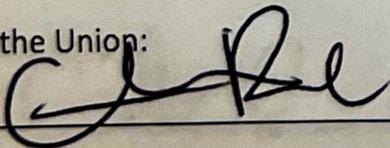
SECTION 19.2: USE OF PAID TIME OFF AND SCHEDULING

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

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

Tentatively Agreed To:

For the Union:



Date:

11/13/23

For the Employer:



Date:

11/13/23

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

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

At the request of an employee and at discretion of the Employer, the Employer will pay the employee for paid leave in advance of the leave. Such requests shall be made in writing of the payroll cutoff date the requested leave commences.

SECTION 19.3 PTO CASH-OUT

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

Utilization of Sick Leave

Employees who have accrued paid leave time shall be eligible for paid leave for any period of absence from employment.

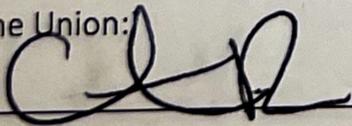
WASHINGTON PAID FAMILY AND MEDICAL LEAVE ACT

Employees shall be entitled to take paid family and medical leave (PFML) per the Paid Washington Paid Family and Medical Leave Act, which includes but is not limited to the

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

Tentatively Agreed To:

For the Union:



Date:

11 / 13 / 23

For the Employer:



Date:

11/13/23

employee's illness; injury; temporary disability; medical or dental care; or to attend to members of the employee's or the employee's spouse's immediate family or domestic partner or domestic partner's immediate family, where the employee's presence is required because of illness or as otherwise required by the state or federal Washington Paid Family Medical Leave Act or other State law. The Employer may, in its sole discretion, require reasonable proof of illness or disability and/or certification of the necessity of the employee's absence.

SECTION 19.4: NOTICE AND PROOF OF ILLNESS

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

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

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

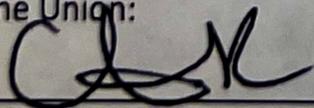
SECTION 19.5: COMBINATION WITH OTHER BENEFITS

Payment of accrued paid leave shall supplement any disability or worker's compensation benefits. The combination for leave payments and disability or worker's compensation benefits

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

Tentatively Agreed To:

For the Union:



Date:

11/13/23

For the Employer:



Date:

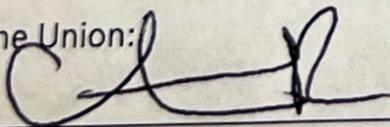
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shall not exceed the amount the employee would have earned had the employee worked her/his/their normal schedule.

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

Tentatively Agreed To:

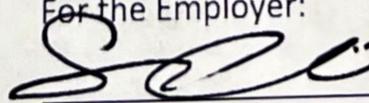
For the Union:



Date:

11/13/23

For the Employer:



Date:

11/13/23

ARTICLE 21: HOME CARE TRAINING AND CERTIFICATION

~~SECTION 21.1 IN-SERVICE MEETINGS~~

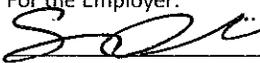
~~The Employer shall conduct training on a quarterly basis. The Parties will explore means by which the in-services or educational meetings can help home care aides reach their Continuing Education credit goals for the year. Employees who are required to submit Employer-provided training regarding ResCare policies or other non-DOH or Training Partnership Training, and who complete training at home or during non-work time shall be compensated for no less than thirty (30) minutes.~~

SECTION 21.1: TRAINING PARTNERSHIP

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

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

The Union 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>	<u></u>
Date:	Date:
<u>12/20/2023</u>	<u>12/15/23</u>

training after the expiration of this Agreement but agrees that they will continue to pay contributions per this Agreement until a successor agreement is reached.

The parties agree, as of September 1, 2013, there shall be established a “certification benefit” for the exclusive purpose of defraying the initial costs of certification and testing fees required by the Department of Health (DOH) or their testing agent for bargaining unit members to remain qualified to provide in-home care services. This benefit shall also be administered by the Training Partnership.

SECTION 21.2: CONTRIBUTIONS

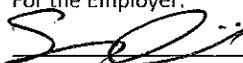
21.2.1 TRAINING PARTNERSHIP

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

A21.2.2. Medicaid-Funded Hours Worked

Effective July 1, 2021~~2023~~, the Employer shall contribute the Training Partnership Rate or forty-nine and one half cents (\$0.495)~~forty-three and one half cents (\$0.435)~~, whichever is higher, to

The Union 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: 12/20/2023	Date: 12/15/23

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. Consumer participation and other non-billable hours shall also be excluded for contribution purposes.

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 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.

21.2.3B- Non-Medicaid-Funded Hours Worked

Effective July 1, ~~2021~~2023, the Employer shall contribute the Training Rate or forty-nine and one-half cents (\$0.495)~~forty-three and one-half cents (\$0.435)~~, whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded

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>12/20/2023</u>	Date: <u>12/15/23</u>

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. Non-billable hours shall also be excluded for contribution purposes.

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.

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

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

Contributions required by this provision shall be made periodically as required by the partnership.

~~Contributions under this provision shall be paid periodically as required by the Trust.~~

SECTION 21.3: TRUST AGREEMENT

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>12/20/2023</u>	Date: <u>12/15/23</u>

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 21.4 ADVANCED TRAINING FOR ADVANCED HOME CARE AIDE SPECIALISTS AND ADVANCED BEHAVIORAL HOME CARE AIDE SPECIALISTS

If the Training Partnership offers it, the parties agree to participate in a new advanced skills training track designed for agency workers who support clients who are in the high-risk/high medical cost category and/or experience behaviors of significant frequency and intensity based on criteria to be established by the Labor-Management Committee. The criteria may take into account the acuity of the client served by the worker, seniority, and other factors that would indicate a client or worker who would benefit from advanced training.

A. To participate in the advanced skills training track, providers:

1. 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), 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

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

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

Tentatively Agreed To:	
For the Union: <u>Alex Rueda (signed electronically)</u>	For the Employer: <u>[Signature]</u>
Date: <u>12/20/2023</u>	Date: <u>12/15/23</u>

SEIU 775 – Amicable Healthcare

2023-2025

Union Proposal ~~V021 2023 08-29-20~~ 05

Time - _____

The number of available slots for Amicable employees who can attend Advanced Training shall be determined solely by the Training Partnership. The Employer may establish an annual limit on the number of employees who can participate in advanced training.

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

Tentatively Agreed To:

For the Union:

Alex Ruelas (signed electronically)

Date:

12/20/2023

For the Employer:

SCU

Date:

12/15/23

ARTICLE 23: SECURE RETIREMENT BENEFITS

SECTION 23.1: PARTICIPATING IN A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST

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

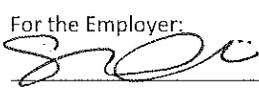
SECTION 23.2: CONTRIBUTIONS TO RETIREMENT TRUST

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

A. Medicaid-Funded Hours Worked

Effective July 1, ~~2021~~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) ~~sixty five~~sixty eight cents (\$0.80), ~~whichever is higher, to the Retirement Trust for each~~

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

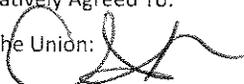
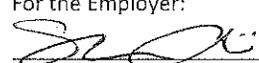
Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: <u>8/29/23</u>	Date: <u>8/29/23</u>

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

Effective July 1, 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.

B. Non-Medicaid-Funded Hours Worked

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

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date: 8/29/23	Date: 8/29/23

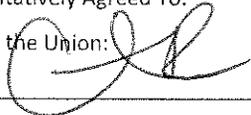
Effective July 1, ~~2021~~2023, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for eEach Non-Medicaid-Funded hour worked by all home care workers covered by this Agreement: (i) one dollar (\$1.00) per Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement, (ii) with six thousand and one (6001) or more cumulative career hours eighty cents (\$0.80), ~~whichever is higher, to the Retirement Trust~~ for each Non-Medicaid-Funded hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and (iii) fifty cents (\$0.50) for each hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours. Non-Medicaid-Funded hour(s) worked shall be defined as all compensable hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than 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 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

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

Tentatively Agreed To:

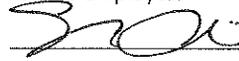
For the Union:



Date:

8/29/23

For the Employer:



Date:

8/29/23

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

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

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

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

The Parties request that to the extent permissible by 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 23.2 shall be paid periodically as required by the Trust.

SECTION 23.3: TRUST AGREEMENT

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

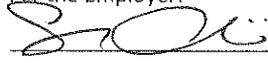
The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:



For the Employer:



Date:

8/29/23

Date:

8/29/23

SEIU 775 – Amicable Healthcare

2023-2025

Union Proposal UPV01 2023 08 29

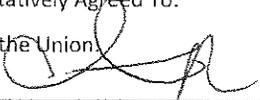
Time - _____

copy of the Agreement and Declaration of Trust should there be any amendments to the document.

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

Tentatively Agreed To:

For the Union:



Date:

8/29/23

For the Employer:



Date:

8/29/23

ARTICLE 25: LAYOFF & RECALL

SECTION 25.1: LAYOFF

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

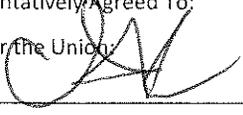
If layoffs are required, the least senior employee(s) in a branch office shall be laid off first provided that it does not interfere with client preference and that those employees remaining on the job in that branch office are qualified to perform the remaining work available.

An employee subject to layoff or reassignment may decline the new assignment(s) if he/she/they ~~or she~~ feel(s) unqualified to provide the care required. The Employer agrees to provide thirty (30) days' notice of layoff to affected employees and to the union.

SECTION 25.2: RECALL

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

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: 8/29/23 _____	Date: 8/29/23 _____

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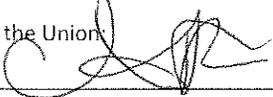
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receipt of letter unless unusual circumstances prohibit response or return within that time period.

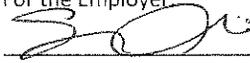
The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:



For the Employer:



Date:

8/29/23

Date:

8/29/23

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>

ARTICLE 27: NO STRIKE OR LOCKOUT

SECTION 27.1: NO LOCKOUT

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

SECTION 27.2: NO STRIKE

During the term of this Agreement no strike (partial or full withdrawal of services) of any kind, shall be engaged in by members of the bargaining unit. In the event ~~an the~~Employer alleges that any member(s) of the bargaining unit are engaged in a strike, ~~such the~~Employer shall immediately notify the President or Secretary-Treasurer of the Union or other Union representative.

The Union shall, upon notification, immediately notify such member(s) of the bargaining unit to cease and desist from all strike activities.

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

Tentatively Agreed To:	
For the Union:  _____	For the Employer:  _____
Date: 8/29/23 _____	Date: 8/29/23 _____

ARTICLE 31: LOBBY DAY / HOMECARE ADVOCACY DAY

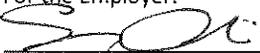
The Employer agrees to grant up to seven percent (7%) of bargaining unit employees, based on a first-come, first-served basis, two (2) paid leave days designated by the Union for the general purpose of public action and lobbying the legislature to increase payments to home care agencies and their employees, or for other issues of importance to the home care industry and the Union. The Union shall designate in writing to the Employer dates of the public advocacy event(s) ~~the employees who are requesting such leave~~. Leave requests shall take client needs into consideration, but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests.

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

Employees will submit time off requests at least one (1) week in advance of the event(s).

Within fourteen (14) calendar days of the Union advocacy event, the Union will forward to the Employer a list of employees who attended the advocacy event. Employees who requested leave, but whose attendance is not verified by the records provided to the Employer and who did not report to work, shall be denied paid leave, but may use Paid Time Off if requested by the employee.

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

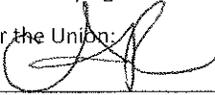
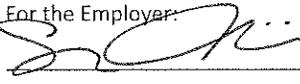
Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 8/29/23	Date: 8/29/23

ARTICLE 33: TERM OF AGREEMENT

This Agreement shall be effective July 1, 2023~~1~~, for the Union and Amicable Healthcare and shall remain in full force and effect, as amended by mutual written agreement of the Parties, through June 30, 2025~~3~~.

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

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 8/29/23	Date: 8/29/23

SEIU 775 – Amicable Healthcare

2023-2025

Union Proposal UPV04 2023 12 05

Wage Scale Proposal CCH	Year 1		Year 2	
	Jul 1,2023-Dec 31, 2023	Jan. 1,2024- June 30, 2024	July 1, 2024- Dec. 31, 2024	Jan. 1, 2025-June 30, 2025
0-2000	\$20.62	\$20.83	\$21.12	\$21.44
2001-4000	\$20.79	\$21.00	\$21.29	\$21.61
4001-6000	\$20.94	\$21.15	\$21.45	\$21.77
6001-8000	\$21.14	\$21.35	\$21.65	\$21.97
8001-10000	\$21.34	\$21.55	\$21.85	\$22.18
10001-12000	\$21.61	\$21.83	\$22.14	\$22.47
12001-14000	\$21.90	\$22.12	\$22.43	\$22.77
14001-16000	\$22.60	\$22.83	\$23.15	\$23.50
16001-20000	\$22.86	\$23.09	\$23.42	\$23.77
20001-24000	\$23.17	\$23.40	\$23.73	\$24.09
24001+	\$23.42	\$23.65	\$23.98	\$24.34

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

Tentatively Agreed To:	
For the Union:	For the Employer:
<i>Alex Ruedas (signed electronically)</i>	
Date:	Date: 12/15/23
<u>12/20/2023</u>	