

Collective Bargaining Agreement

between

Consumer Direct Care Network Montana

and

Service Employees International Union 775

Effective February 20, 2024 to September 30, 2025

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ARTICLE 1: RECOGNITION

A. SEIU 775 (“Union”) is recognized as the sole and exclusive representative for all home care caregivers, or equivalent positions including all caregivers of in home care services (also referred to as Personal Care Attendants, Personal Assistance Attendants, Home Health Aides (“HHAs”) Respite caregivers, Behavioral Intervention Assistants, Specially Trained Attendants, Specialized Childcare) Attendants excluding supervisors, confidential employees, and all other employees. Provided there is no question concerning representation or the definition of the bargaining unit pursuant to statute, if the Union merges with other organizations, consolidates parts of other organizations, modifies its name or makes any other similar changes, recognition by the Employer will follow as designated by SEIU 775 and the Service Employees International Union. The parties also recognize that other agencies and/or contractors or subcontractors of the Employer may continue to be responsible for implementation and administration of certain provisions of this Agreement as specifically provided herein or as directed by the Employer.

B. The Parties agree that, should the Employer make new acquisitions of any companies that provide in-home care services in Montana State, the terms and conditions set forth herein shall apply to home care worker employees of such acquisitions, and the caregiver employees shall be merged into the bargaining unit. The Parties agree to bargain the impacts of such bargaining unit mergers as needed.

ARTICLE 2: UNION RIGHTS

2.1 UNION REPRESENTATIVES

The Employer shall recognize Union advocates and Union staff representatives in the course of their representational duties. The Union shall advise Employer of the names and phone numbers of Union advocates and representatives by written notice within thirty (30) days of appointment by the Union and include the nature, scope and authority granted each by the Union.

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

2.2 ACCESS TO EMPLOYER PREMISES

Duly authorized representatives of the Union shall have access at reasonable times to those areas of the Employer's premises that are open to the general public. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb the normal operation of the Employer. Advocates and other caregiver representatives shall perform representational activities or other Union business with caregivers only during the non-working time of the caregiver and shall not otherwise interfere with the work of caregivers or home care services provided.

2.3 BULLETIN BOARDS

The Employer will provide a bulletin board, in an area easily accessible to caregivers in each branch office, for Union postings. The Union agrees to apply reasonable standards of good taste when posting Union notices.

2.4 NEW EMPLOYEE ORIENTATION/IN-SERVICE MEETINGS

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

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

2.5 ORIENTATION MATERIALS PROVIDED BY EMPLOYER

Orientation materials distributed by the Employer, its agencies, contractors or subcontractors to caregivers shall include union membership applications and union orientation materials. Union materials distributed by the Employer shall be neutral in tone. It shall be the Union's responsibility to provide the Employer with sufficient copies of such materials for distribution during orientation, training or to be mailed to self-directed caregivers. Postage paid return envelopes shall be provided if Union orientation materials are mailed.

To the extent that orientation materials are provided by the Employer electronically, the Employer will facilitate the inclusion of union membership applications and union orientation materials as part of the electronic orientation process.

2.6 UNION COMMUNICATIONS THROUGH CDMT WEBSITE

A. Link to Union Website

The Employer shall display a link to the Union website on the caregiver resources section of the CDMT website.

B. Notification of Message from Union

When a caregiver enters the caregiver resources section of the CDMT website, the initial screen will include a notification of new message(s) from the Union. The notification box on the initial page shall be sufficient to provide detail of sender and subject of the message. The Union shall provide materials to be included in the notification message no later than twenty-one (21) days prior to the day the notification will be sent.

2.7 UNION PREVIEW OF EMPLOYER COMMUNICATIONS

When feasible, the Employer shall provide the Union at least fourteen (14) days advance notice prior to sending a communication to the entire caregiver group. In the event fourteen (14) days advance notice is not feasible, the Employer will send the notice to the Union as soon as possible, but at a minimum, at the same time the notice is sent to the entire caregiver group.

ARTICLE 3: UNION MEMBERSHIP AND DEDUCTION OF DUES, CONTRIBUTIONS AND FEES

3.1 UNION MEMBERSHIP AND UNION SECURITY

A. Upon ratification, all employees covered by this Agreement, as a condition of continued employment, be or become, and then remain, members of the Union, in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended, and in accordance with applicable law.

B. Upon proper authorization by an employee, the Employer shall deduct the amount of dues or fees, as applicable, from each caregiver's payment for services (paycheck, direct deposit or debit card).

C. The Employer shall honor the terms and conditions of each caregiver's signed membership card.

D. Failure of any employee to comply with Section 3.1.A shall, upon written request of the Union, shall result in termination of such employee, provided that: (1) the termination request complies with

applicable law, and (2) the Union has given the affected employee all legally required notice at least thirty (30) days in advance of the termination request, including notice (a) that the employee's obligation to make payment has not been met, (b) that the delinquency renders the employee liable to termination under Section 3.1.A, and (c) of what action the employee must take to come into compliance with Section 3.1.A. The Employer will receive a copy of any written correspondence to an employee enforcing Section 3.1.A.

E. If the Employer uses an electronic system for hiring new employees, that system shall include a method through which employees may sign membership cards, including payroll dues deduction authorizations, and/or full or partial agency fee payroll deduction authorizations, and the Employer shall provide a link to the Union's New Hire Notice for CDMT Employees in conjunction with this offering. The section of the hiring process which includes the option to sign a membership card or payroll deduction authorization for dues or agency fees will include language explaining the requirements of Section 3.1.A, the consequences of an employee's failure to comply with Section 3.1.A, and the requirement that, absent a payroll deduction, the employee will need to make payments directly to the Union. Once the Employer decides to implement the electronic system for hiring new employees, the Employer and the Union will meet to jointly develop specifications and language for this section of the hiring process and the Union will have the opportunity to review and provide feedback on drafts as it is implemented. The Union will notify the Employer if an employee who has declined signing a membership card, including a payroll dues deduction authorization, and/or a full or partial agency fee deduction authorization has not arranged for direct payment to the Union within (30) thirty days of their hire date.

F. Any employee who claims a sincerely held religious objection to joining and financially supporting the Union shall provide written notice of that claim to the Union and shall arrange with the Union to make alternative payments in lieu of the payments required for Union membership to one of the following nonreligious, nonlabor, 501(c)(3) charitable organizations: The Alzheimer's Association, The United Way, and the American Cancer Society. Such employees shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 3.1.A. of this Article. Failure to satisfy this alternative payment shall result in discharge from employment, pursuant to Section 3.1.D. The Employer shall not be financially liable for any failure of the affected employee or the Union to remit payments to the nonreligious charity.

3.1.2 OTHER VOLUNTARY DEDUCTIONS

Upon receipt of proper authorization for such deductions from caregiver or the Union, the Employer shall cause the appropriate entity or agency to deduct and transmit voluntary contributions from each caregiver's payment for services, to two (2) funds designated by the Union or to the Union itself. The Employer shall allow deductions to such a fund or committee to be made in any amount specified by the caregiver. Monies so deducted shall be transmitted by a check or ACH or other direct deposit means at least monthly.

3.1.3 IMPLEMENTATION COSTS

The cost of any new computer programming changes required by this Article shall be borne by the Employer. The ongoing regular cost of such deductions shall be borne by the Employer.

3.1.4 INDEMNIFY AND HOLD HARMLESS

The Union and each caregiver agree to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the pay of any caregiver based on information from the Union and caregiver. This paragraph shall not be interpreted to limit the right of the Union to use the Dispute Resolution Process contained in this agreement to collect dues, fees, and contributions owed.

3.2.1 DUES REPORT AND EMPLOYEE ROSTER

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

- Employee number
- First Name
- Middle Name
- Last Name
- Social Security Number
- Phone Number (all phone numbers shall confirm to the '(xxx) xxx-xxxx' format)
- Mobile Number (all phone numbers shall confirm to the '(xxx) xxx-xxxx' format)
- Address Type (Mailing, Physical)
- Address 1
- Address 2
- City
- State
- Zip
- Address Last Updated
- Email
- Birthdate
- Gender
- FTE status
- Hire Date
- Termination Date
- Reason for Termination
- "Last" or "Most Recent" Rehire Date (if applicable)
- Wage Rate
- Overtime Hours

- Mileage amount (number of miles)
- Differential Rate (if applicable)
- Paid Time Off Hours Used
- Paid Time Off Hours Available
- Pay Period Start Date
- Pay Period End Date
- Pay Period Hours
- Retro Amount
- Retro Pay Hours
- Relationship to Client
- Type of Provider (Agency/Self Directed)
- Dues Deduction Amount
- Voluntary Deduction 1 Type
- Voluntary Deduction 1 Amount
- Voluntary Deduction 2 Type
- Voluntary Deduction 2 Amount
- Voluntary Deduction 3 Type
- Voluntary Deduction 3 Amount
- Voluntary Deduction 4 Type
- Voluntary Deduction 4 Amount
- Voluntary Deduction 5 Type
- Voluntary Deduction 5 Amount
- Gross Pay
- Work Location for agency only
- Job Classification

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

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

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

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

3.3.4 DUES DEDUCTIONS

The Employer agrees to deduct from each bargaining unit employees' pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employees' paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union within five (5) calendar days after the end of the pay period in which the deductions were made. If the deduction/s are delayed the Employer will notify the Union when the deduction/s will be delivered. Monies so deducted shall be transmitted by a trackable method such as the Automated Clearing House (ACH) or other direct deposit means. If the Employer chooses to remit dues in the form of a check, the Employer shall provide a tracking number for all checks submitted to the Union.

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 regards to when the authorization of dues deductions may be revoked.

3.4.5 UNION MEMBERSHIP MATERIALS

For new employees, union membership materials shall be distributed with the basic employment paperwork required by the Employer. All membership forms for the Union completed by a new employee of the Employer will be forwarded to the Union no later than the thirtieth (30th) day of the new employee's hire date with the Employer.

3.5.6 PAC/COPE AND OTHER VOLUNTARY DEDUCTIONS

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the Political Accountability Fund or Committee on Political Education (COPE) contributions. Monies so deducted shall be transmitted by a check or ACH or other direct deposit means at least monthly.

3.6.7 DATA SECURITY

In accordance with State and Federal law, both the Union and the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about the employees unless required to do so due to on-going litigation, pre-litigation, vendor requests made as part of benefits enrollment, government/agency requests, to comply with a court order or other judicial/arbitral demand, or other similar situation: The names, addresses, telephone numbers, Wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement. The Employer agrees to notify the Union within ten (10) calendar days if a third party has requested information about the entire bargaining unit, classification, or Branch. In no case will the Employer release information prior to notifying the Union.

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

ARTICLE 4: PAYROLL, ELECTRONIC DEPOSIT AND TAX WITHHOLDING

4.1 PAYROLL SYSTEM PAYMENT TIMELINES

The Payroll System will pay caregivers on a bi-weekly basis. Caregivers will be paid every other week for a total of twenty-six (26) paydays per calendar year. If a pay date falls on a recognized federal holiday, payment shall be made on the previous business day which is not a recognized federal holiday. The Employer and Union will jointly agree on the pay-date schedule.

The Employer will notify a caregiver, via the contact information provided, within forty-eight (48) hours of processing a timesheet if there is a problem with how the caregiver is reporting their hours. If the caregiver corrects the error prior to the payroll cutoff date for the pay period, they will be paid within that pay period. Caregiver-initiated changes made to a timesheet after the published cutoff and changes to caregiver or client eligibility that impact payment are not subject to these timelines.

4.2 TIMELY AND ACCURATE PAYMENT

Caregivers shall be entitled to receive timely and accurate payment for services authorized and rendered. To promote a timely and accurate payroll system, the Employer and the Union shall work

together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues. The parties acknowledge the time necessary to correct errors in payments depends on the underlying nature of the error. The Employer shall identify causes and solutions to problems within a reasonable period of time but in no event more than five (5) business days from when the problem was reported.

Once the cause of the error has been identified, payment will be made as soon as possible but no later than ten (10) business days. The Employer shall provide to the Union the names and employer ID of each impacted caregiver, the date they were paid, the date they should have been paid, and the amount of compensation paid late, upon request of the Union. The Union and the Employer agree to utilize the current electronic process through which complaints can be escalated, documented, and resolved.

4.3 ELECTRONIC DEPOSIT OR DEBIT CARD

Caregivers shall have the right to authorize electronic deposit into their designated account or debit card for any payment issued to them for services or other reimbursement. Debit cards will be requested to be sent to the caregivers within four (4) business days and will be capable of being activated upon receipt. If a direct deposit does not successfully process payment to the caregiver, the Employer shall contact the caregiver to update their direct deposit.

4.4 TAX WITHHOLDING

The Employer, at its expense, shall withhold from each caregiver's paycheck the appropriate amount of Federal Income Tax, Social Security, Federal and State Unemployment Insurance, Medicare contributions, and any other taxes or public insurance fees required to be deducted by federal or state law. The Employer is responsible for submitting the required contributions to the appropriate State and Federal agencies.

The Employer will provide caregivers with a W-4 tax form and Federal Tax Income (FIT) notice. Any changes to the FIT notice will be provided to the Union at least fourteen (14) days before it is sent to the bargaining unit.

4.5 CHANGES TO PAYROLL AND PAYMENT SYSTEMS

The Employer shall determine the costs associated to implement the provisions of this agreement. The Employer shall bear the costs for any changes to payroll or payment systems and these costs shall be included in the cost of the overall Agreement. If the Union requests programming changes not otherwise covered or required by this Agreement, the parties will meet to discuss prioritization, capacity and funding.

4.6 PAYROLL SYSTEM OUTREACH AND EDUCATION

During the life of this agreement, the Employer will provide general communication to caregivers. The Employer may also sponsor in-person support sessions across the state so that caregivers can receive assistance with reporting hours.

4.7 CASH ADVANCES

The Employer will not offer cash advances.

4.8 ELECTRONIC VISIT VERIFICATION (EVV)

A. Caregivers will be required to use EVV in accordance with state requirements. If during the life of this agreement, EVV requirements are modified or changed. The parties shall meet to negotiate the effects of any changes.

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

C. The Employer agrees not to release GPS coordinates collected through utilization of EVV except as necessary to comply with provisions of this Agreement, and also in the following circumstances:

- a.** to a governmental body in order to administer services and programs relating to work covered under this Agreement,
- b.** as part of a judicial or quasi-judicial proceeding and subject to a court's order protecting the confidentiality of the information and allowing it to be used solely in that proceeding,
- c.** as necessary for the provision of fringe benefits to employees, and the recipient agrees to protect the confidentiality of the information,
- d.** the disclosure is required by state or federal law, and
- e.** the disclosure is required by a contract between the Employer and a third party, and the recipient agrees to protect the confidentiality of the information.

ARTICLE 5: WORKER'S COMPENSATION

5.1 WORKER'S COMPENSATION COVERAGE

The Employer shall provide worker's compensation coverage for all caregivers in the bargaining unit. All caregivers shall complete any required health and safety training required by L&I and provided by the Employer.

5.2 WORKER'S COMPENSATION PREMIUMS

The caregiver premium share for worker's compensation insurance shall be paid by the Employer. If applicable laws or rules prevent the Employer from paying the premium share at any time during the life of this Agreement, the Employer shall adjust each step of the wage scale established under Appendix A, Compensation of this Agreement upward by an amount equivalent to the caregiver premium share for worker's compensation insurance.

5.3 THIRD-PARTY ADMINISTRATOR

The Employer may contract with a third-party administrator in order to administer the worker's compensation coverage provided to caregivers in the bargaining unit. The third-party administrator shall be responsible for claims management and verification, recommending and implementing risk management procedures, and preventing worker's compensation fraud.

ARTICLE 6: EMPLOYER RIGHTS

6.1

It is understood and agreed by the parties that the Employer has core management rights. Except to the extent modified by this Agreement, the Employer reserves exclusively all the inherent rights and authority to manage and operate its offices and programs. The parties agree that all rights specifically granted in this Agreement are reserved solely to the Employer and the Employer has the right to decide and implement its decisions regarding such management rights. The Employer shall have the right to make such decisions without bargaining, except as provided in Article 7 (OPERATIONAL POLICIES AND PROCEDURES) below. The following shall be deemed representative and characteristic of the customary and usual rights which are retained by the Employer. The Employer retains the right to:

6.2 RIGHTS RESERVED TO THE EMPLOYER

- 1.** Establish the Employer's missions, programs, objectives, activities and priorities.
- 2.** Plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the Employer's missions, programs, objectives, activities and priorities.
- 3.** Determine the methods and means by which operations are to be carried out.
- 4.** Manage, direct and control all of the Employer's activities to deliver programs and services.

- 5.** Determine the method, technological means and numbers and kinds of personnel by which operations are undertaken.
- 6.** Hire and classify employees, including the right to implement any recruiting program or incentive program to recruit new hires.
- 7.** Select among qualified applicants for open positions, subject to the seniority provisions of this Agreement.
- 8.** Assign/reassign or schedule the date, time, hours, location, and duties of work, for agency based caregivers, including with respect to schedule changes, and including adjustments to the hours of service.
- 9.** Manage performance and issue performance reviews, including to determine the form and frequency of such reviews.
- 10.** Negotiation, adjustment, amendment or administration of municipal or government contracts.
- 11.** Determine the number of employees assigned to division, department, or team.
- 12.** Implement and make changes to reporting structures and organizational structures, including adding or removing organizational divisions.
- 13.** Promote, demote, suspend, discipline, layoff, or discharge employees for just cause subject to the conditions set forth in this agreement.
- 14.** Relieve agency based caregivers, from duty during a given shift or workday because of lack of available work –
- 15.** Maintain order and efficiency.
- 16.** Establish, modify, and eliminate facilities, and the right to construct improvements or alterations to employer's facilities.
- 17.** Engage with and select vendors, business partners, and service providers for the organization.
- 18.** Take measures to remain compliant with local, state, and federal laws and regulations, as well as any rules or regulations set by professional or accrediting agencies.
- 19.** Discontinue any unit, division, or department, or cease all or part of operations.

20. Grant and/or schedule time off, subject to the PTO and Leave of Absence provisions in this Agreement.

21. Enforce the Employer’s Handbook, policies, and procedures in effect at the time of ratification provided the requirements of Article 7 are met.

The above enumeration of management rights shall not be deemed to exclude other representative and characteristic rights of management not enumerated herein.

Should this Collective Bargaining Agreement be in conflict with any policy, procedure or rule existing or implemented by the Employer, the Collective Bargaining Agreement shall prevail.

**ARTICLE 7:
OPERATIONAL POLICIES AND PROCEDURES**

7.1

Notwithstanding its rights under Article 6 of this Agreement, during the term of this Agreement, the Employer shall notify the Union of the implementation of new operational policies or written procedures, or any proposed additions, deletions, or modifications to existing operational policies or written procedures that affect the terms and conditions of employment. The Employer shall provide the Union with copies of such proposals at least fourteen (14) calendar days prior to implementation. During such 14 day period, the Union shall have the right to request and begin to bargain with the Employer regarding the effects of such policies or procedures. CDMT will not implement until the process has concluded.

The provisions of this Agreement shall prevail over any inconsistent operational policies, procedures and work rules.

**ARTICLE 8:
NO DISCRIMINATION**

8.1

The Union and the Employer are mutually committed to a policy of nondiscrimination. The Employer shall not discriminate with respect to wages, hours, or terms and conditions of employment as provided for in this Agreement on the basis of race, ethnicity, color, physical and/or mental disability, being a victim of domestic violence, sexual assault or stalking, marital status, national origin and Tribal origin, ancestry, gender identity or perceived gender identity, gender expression, sex, sexual

orientation or perceived sexual orientation, age, political belief, faith, veterans status, citizenship status, union membership and activities and in keeping with applicable federal, state or local law.

8.2

This Article shall not be construed as otherwise limiting or impeding the right of members and prospective members to select, hire, supervise the work of, and terminate any caregiver providing services to them.

8.3

The Employer embraces the goal of creating equal employment opportunities and affirmative recruitment to ensure a diverse workforce.

ARTICLE 9: LEAVES OF ABSENCE

9.1 FAMILY & MEDICAL LEAVE

The Employer shall grant Family and Medical Leave (FMLA) and all other leaves in accordance with federal, state and local laws.

The Union acknowledges that the Employer may be obligated to provide reasonable accommodations in accordance with the American with Disabilities Act and other applicable laws. This may include a leave of absence as an accommodation under the ADA, provided following a period of FMLA or other leave of absence listed above, where such leave constitutes a reasonable accommodation. The Employer will fulfill its duty to engage in the interactive process with employees and extend any leaves of absence where appropriate under federal and state disability laws.

The Union agrees that the Employer may undertake such reasonable accommodations notwithstanding the terms and conditions of this Agreement, with the exception of seniority rights, which will be taken into account to the extent required by applicable law when the Employer assesses the reasonableness of any potential accommodation and any burden on the Employer that may result from the accommodation.

Agency Caregivers who are on a leave of absence shall not be construed as a break in service. All leave of absences will be without pay, except where leave is covered by accrued vacation. Caregivers who return to employment shall be reinstated with tenure. The Employer may temporarily transfer the caregiver to another available position with equivalent pay and benefits that better accommodate the caregiver's scheduling needs.

9.2 UNPAID PERSONAL LEAVE OF ABSENCE (Agency based only)

A. An unpaid Personal Leave of Absence (PLOA) may be granted to non-probationary full-time employees in cases of a life-altering event or as an extension of another employer-provided leave. PLOAs will not be granted to attend school or other educational programs, or so that the employee may perform work for any other employer, including state and municipal entities, or as an independent contractor. Each situation is reviewed on a case-by-case basis and the granting of any PLOA shall be at the Employer's sole discretion but refusal shall not be unreasonably denied.

B. All requests for a PLOA shall be in writing, and include sufficient documentation from which the Employer can evaluate the request and confirm the need for the PLOA. Any available PTO will run concurrently with a PLOA and must be used at the start of the PLOA. An approved PLOA assures the employee's continuation of employment, as long as the employee meets the conditions of the PLOA. PLOA's will be available for preauthorized specific periods, up to a maximum of thirty (30) days. In extraordinary circumstances, the Employer may extend an approved PLOA an additional thirty (30) days.

C. Employees on a PLOA shall be returned to their former position and assignment (when possible) upon completion of the PLOA. The employee shall have all seniority and benefits accrued prior to the PLOA reinstated upon return from the PLOA.

9.3 MILITARY LEAVE

The Employer will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable laws. The Employer will offer details about USERRA to caregivers, the rights and benefits available, and the procedure to utilize these benefits.

9.3.1 MILITARY CAREGIVER LEAVE

The Employer will comply with applicable laws and regulations pertaining to Military Caregiver Leave under federal FMLA. The Employer will offer details about Military Caregiver Leave to caregivers, the rights and benefits available, and the procedure to utilize these benefits.

9.4 TIME OFF TO VOTE (Agency based only)

If an Agency Based Traditional Caregiver is unable to vote in an election during non-working hours, with advanced notice (at least fourteen (14) calendar days prior to the Election Day) given to the caregiver's supervisor, caregivers may arrange with their supervisor to utilize one hour during their scheduled shift to vote. Unless otherwise required by applicable law, time off to vote will be unpaid.

9.6 RETURN FROM LEAVE OF ABSENCE (Agency based only)

The caregiver returning from an authorized leave of absence is entitled to return to his/her same position. The Employer will make a good faith effort to reinstate Caregivers returning from an authorized leave of absence to their previous or similar assignment and schedule. A caregiver who fails to return to work within 3 working days of the expiration of a leave, and/or has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment.

9.7 RETURN TO WORK PROGRAM

The Employer will comply with all federal and state laws regarding workplace injuries.

9.8 UNION LEAVE

Any caregiver elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union not to exceed two (2) years, except in cases where the term of office exceeds this period. Thirty (30) days written notice must be given the Employer before the caregiver takes leave to accept such office or position, or before such caregiver returns to work. Such leave of absence shall be without pay.

A leave of absence without pay shall also be granted to no more than ten (10) caregivers per year and no more than five (5) caregivers at the same time to temporarily work with the Union for up to ninety (90) days, provided the Union has made the request to the Employer on behalf of the member(s) in writing and with no less than thirty (30) business days from the first expected day of absence. The Employer and the Union shall cooperate in the scheduling of substitutes, so that caregivers on leave can return to their job positions upon ending their leave. The Employer can not guarantee the caregiver a return to work with the same clients. If the Employer determines it will harm client services, the Employer may delay a leave request to the caregiver serving the affected client, until the Employer can find a suitable substitute.

An Agency caregiver on an approved union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave.

9.9 BEREAVEMENT LEAVE (Agency based only)

Agency Based Traditional Caregivers are eligible for up to three (3) days of unpaid bereavement leave for members of the caregiver's immediate family and one (1) day of unpaid funeral or bereavement leave for close relatives, and long-term clients; however, caregivers may choose to utilize available Paid Time Off for bereavement leave. The definition of "long-term" clients shall include any caregiver who has served a client for more than twelve (12) months on a regular basis. For purposes of this bereavement leave policy, "immediate family" includes the caregiver's children, adoptive children, step---children or other children living in the household, parents, step-parents or adoptive parents,

parents---in---law, spouse or partner, grandparents and siblings or step-siblings. “Close relatives” includes the caregiver’s aunts, uncles, cousins, nieces, nephews, and siblings---in---law.

9.10 HOME CARE ADVOCACY DAY UNION LEAVE

The Employer agrees to grant up to two days of leave unpaid for each calendar year for the general purpose of public action and advocacy to improve the quality of long term care. Caregivers may choose to utilize Paid Time Off when available. The Union shall designate in writing to the Employer the caregivers who are requesting such leave at least thirty (30) calendar days in advance. Leave requests shall take client needs into consideration but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests. Caregivers on paid leave for advocacy activities shall receive their regular rate of pay for the number of scheduled hours normally worked on that day. Such paid leave time shall not be counted for the purpose of overtime computation.

ARTICLE 10: PROBATION

10.1 PROBATIONARY PERIOD-AGENCY BASED TRADITIONAL CAREGIVERS

The first one hundred and eighty (180) days of employment shall be the probationary period for all new and returning Agency Based Traditional caregivers (for those who have been absent for longer than one year). The Employer may waive the probation period for returning caregivers if absent for less than one (1) year. During this period the Employer shall provide specific orientation to the job performance expectations, to the Employer and to the Employer’s services and programs, and to the people/members served by the Employer. During the probationary period, a caregiver may be discharged without notice and without recourse to the grievance procedure.

ARTICLE 11: SENIORITY

11.1 SENIORITY

Agency-Based Traditional Caregivers completing the one hundred and eighty day (180) probationary period shall be credited with seniority retroactive to date of hire. Seniority shall be defined as the length of service within the bargaining unit from the date of hire with the Employer. Seniority shall be

used for purposes of promotion, or in its reverse order, for the purposes of layoffs. Agency-Based Traditional Caregivers who transfer from one office to another, or work in more than one office, shall keep their place in seniority.

ARTICLE 12: HOLIDAYS

12.1 QUALIFYING HOLIDAYS

After six months of employment, all caregivers shall receive holiday pay for all hours worked on the following holidays:

- New Year's Day
- Memorial Day
- July 4th (Independence Day)
- Labor Day
- Thanksgiving Day
- Christmas Day
- Holiday Pay

All caregivers who are assigned to work on one of the qualifying holidays shall be paid one and one-half times (1.5X) their regular rate of pay for all hours worked on the qualifying holidays.

ARTICLE 13: PAID TIME OFF

13.1 ACCRUAL

All caregivers shall be eligible for paid time off (PTO) benefits.

Effective six (6) months following ratification, caregivers shall be eligible to accrue PTO at a rate of 1 hour accrued for every thirty (30) hours worked.

PTO hours shall cap at one hundred and sixty (160) hours. PTO shall not be counted toward a caregiver's workweek. The sum of hours worked, training hours and/or PTO hours shall not exceed twenty-four (24) hours for one day.

The Employer's payroll system will show each caregiver's PTO accrual balance on each paystub.

13.2 SCHEDULING

Agency Based Traditional Caregivers shall be eligible to take PTO after their probationary period. Except in cases of illness, bereavement leave or other personal emergencies, Agency Based Traditional Caregivers are required to submit PTO requests in writing at least thirty (30) days prior to the date the requested PTO commences, For Agency Based Traditional Caregivers PTO leave approvals will be granted by seniority within the office to which the caregiver is assigned. Supervisors shall communicate about whether leave has been approved or disapproved within seven (7) calendar days of the date the leave request is submitted by a caregiver.

13.3 CASH OUT

Employees who resign, retire, who are terminated, or who are laid off, shall be paid for all unused, accrued PTO. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

13.4 CORE AGENCY CAREGIVERS

All CORE Agency caregivers will retain their current PTO and sick benefits for the remainder of their employment with CDMT.

ARTICLE 14: TRAVEL PROVISIONS

14.1 TRAVEL PAY AND MILEAGE

A. Portal-To-Portal Time (Agency Based only)

Agency Based Traditional caregivers shall be paid at Montana state minimum wage per hour for transit time traveling between work locations to deliver services, but at a prorated amount if under one hour. Employees will not be paid for time spent traveling from their home, or other place of origin, to the first assigned workplace, nor for traveling from the last assigned work location to their home, or other non-work destination, of the workday.

B. Mileage Reimbursement

All caregivers shall be eligible for mileage reimbursement at the appropriate rate pursuant to the payor's fee schedule.

**ARTICLE 15:
WAGE SCALE AND CUMULATIVE HOURS**

A. Wage Scale Placement for Agency and Self-Directed Caregivers

B. Effective October 1, 2023, all bargaining unit employees shall be placed on the wage scale for direct service hours worked according to the employee's cumulative career hours (CCH) with Consumer Direct.

C. Wage Advancement for Agency and Self-Directed Caregivers

D. All caregivers will be placed on the wage scale outlined in Appendix A of this Agreement according to the number of hours worked for CDMT as of January 1, 2017.

E. The cumulative hours necessary for each base wage level advancement shall be as outlined in Appendix A of this Agreement. CDMT will review CCH monthly to determine caregivers' corresponding placement on the wage scale and will mail a new wage memo to caregivers with resulting increased wages. The new pay rate will go into effect on the next pay period.

F. Wage Increases

G. All bargaining unit employees shall receive wage increases as outlined in Appendix A.

H. DCW Wage Increase Only Funding and DCW Base Funding.

I. CDMT will in good faith apply for DCW Wage Increase Only Funding and DCW Base Funding annually. If CDMT is awarded with such additional funding, CDMT will provide the union fourteen (14) days' notice of its intent to pay any corresponding bonuses or wage increases pursuant to the awarded funding. This notice shall include details about the bonus or wage increase amount, how it will be distributed and the scheduled payment date/start date. After receiving details of the amount and how it distributed the Union may request a meeting with the Employer to discuss the distribution/payment. CDMT will pay DCW funding in accordance with funding requirements.

J. If it is determined there are remaining funds at the of the State Fiscal Year, those funds will be distributed in the form of an employee bonus based on the number of eligible hours worked in the previous quarter or over a period as agreed upon by the Parties. Within fourteen (14) days prior to dispersing the bonus the Employer shall notify the Union of their intention to distribute the bonus, detail of the bonus and pay period in which the bonus will be paid to the employees.

**ARTICLE 16:
PER DIEM**

16.1 ON-CALL COMPENSATION

All Agency Based Traditional bargaining unit employees assigned on-call shall receive the following compensation:

- \$10.00 per day Monday - Friday
- \$20.00 per day Saturday, Sunday, and on a recognized holiday as outlined in article 12 Holidays.

**ARTICLE 17:
OVERTIME AND PROGRESSIVE DISCIPLINE**

17.1

Caregivers will be paid time and a half for all hours worked over forty authorized hours a week.

17.2

PTO does not count towards a Caregiver's work week. Caregivers will not be penalized if they exceed their authorized hours and accrue overtime because of training time, administrative time, or having to stay with a client because of an emergent situation.

17.3

Caregivers will be subject to a progressive discipline system for violating the Caregiver Handbook and policies and procedures as of December 1, 2022:

- a. On the first offense the caregiver will be coached and counseled on the policy.
- b. On the second offense the caregiver will receive a written warning.
- c. On the third offense the caregiver will receive a final written warning.
- d. A fourth offense will result in termination.

The Union will be provided copies of all third offense written warnings. The caregiver may request a meeting with the Employer and will have the right to union representation on a second, third, or fourth offense.

17.4

If there is an emergent situation that requires a caregiver to stay with their client because of a risk to the client's health or safety, the caregiver should stay with the client until the situation is safe and stable and should end their shift as soon as it is safe to do so. The Caregiver should contact CDMT as soon as possible but no later than the next business day to explain the situation. The Caregiver will be paid for all hours worked and paid overtime if their hours exceed 40 hours in the week.

ARTICLE 18: GRIEVANCE AND DISPUTE RESOLUTION

18.1 DISPUTE RESOLUTION PHILOSOPHY

The Employer and the Union commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. Our relationship depends on mutual respect and trust based on our ability to recognize and resolve disagreements rather than avoiding them.

Prior to filing a grievance, the Union and the Employer will attempt wherever possible to resolve problems informally and not to resort to the formal grievance procedure.

18.2 GRIEVANCE DEFINITION

A grievance is defined as a contention of a misapplication or violation concerning the application or interpretation of this Agreement.

18.3 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

Step 1. Informal Resolution

The caregiver and/or a Union representative may confer with the Employer's designated representative and attempt to resolve the issue informally. Cases submitted for potential resolution as a part of the informal process will not be assumed to be covered under a formal written grievance unless specifically stated in the written grievance.

The Union shall have up to forty-five (45) calendar days from the alleged violation, or up to forty five (45) calendar days from when the caregiver or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance, to engage in the informal process, if it so chooses. If the issue is not resolved informally, and/or remedies are not granted, the Union shall have forty-five (45) additional calendar days to submit a written grievance, in accordance with Step 2 of Article 18.3.

Step 2. Written Grievance

If the grievance is not resolved at Step 1, the caregiver and/or Union representative shall set forth the grievance in writing including the identity of any affected grievant(s) if known by the Union, a

statement of the pertinent facts surrounding the grievance, the date on which the incident occurred, the alleged violations of the Agreement, and the specific remedy requested. The provision of identities of affected individuals in the grievance is without prejudice to which caregivers are ultimately covered by the grievance.

The written grievance shall be submitted to the Employer within forty-five (45) calendar days of the occurrence of the alleged violation or within forty-five (45) calendar days of when the caregiver or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance. Caregiver grievances shall be submitted by email to LaborCDMT@consumerdirectcare.com.

The Employer or the Employer's designee shall meet with the grievant and their Union representative within fourteen (14) calendar days of receipt of the written grievance, in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance remains unresolved, the Employer will provide a written response to the grievance by email within twenty-one (21) calendar days from the date the parties met to discuss the grievance. If the response does not resolve the grievance, the Union may, within fourteen (14) calendar days of receipt of the response, proceed to Step 4, Arbitration.

Step 3. (Optional) Mediation

As an alternative prior to final and binding arbitration in Step 4, if the matter is not resolved in Step 2 the parties may choose by mutual agreement to submit the matter to mediation in order to resolve the issue. The party requesting mediation of the dispute must notify the other party by email no later than fourteen (14) calendar days of receipt by the Union of the emailed response from the Employer in Step 2. The party receiving the request for mediation must notify the other party by email within fourteen (14) calendar days of receipt of the request whether or not it agrees to mediate the dispute. If the party receiving the request does not agree to mediate the dispute, the Union may, within fourteen (14) calendar days of the email notification of the decision not to mediate, proceed to Step 4, Arbitration.

If the parties agree to mediation, they shall select a neutral mediator. Both parties shall submit a statement of their position on the issue. The mediator may also bring the parties together in person to attempt to resolve the issue.

The parties shall each pay one-half (1/2) the costs or fees, if any, of the neutral mediator. Each party shall be responsible for its own costs, including the costs of representation, advocacy and the costs of that party's appointed representatives.

If the issue is successfully resolved by mediation, the decision shall be binding on all parties, and shall, unless specifically agreed otherwise, form a precedent for similar issues. If the issue is not successfully resolved through mediation, the Union may, within fourteen (14) calendar days of receipt of a written declaration of impasse or rejection of a settlement offer from either party, proceed to Step 4, Arbitration.

Step 4. Arbitration

If the grievance is not settled at Step 2 or 3, it may, within the time frames noted above, be referred by the Union to final and binding arbitration. The arbitrator shall be mutually agreed upon by the parties, within thirty (30) calendar days of the request for arbitration, or, upon failure to agree upon an arbitrator, the Union shall, within forty-five (45) calendar days of the original request for arbitration, request a list of seven (7) arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator within fourteen (14) calendar days of receiving the list by alternately striking names from the list of seven (7) arbitrators. A coin toss shall determine which party shall first strike.

The award of the arbitrator shall be final and binding upon both parties. The parties shall each pay one-half (1/2) the costs of the arbitration, including the fees of the arbitrator and the proceeding itself, but not including the costs of representation, advocacy, or witnesses for either party. The arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

18.4 TIME LIMITATIONS

The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations. To this end, grievances must be processed within the periods of time specified above. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day that is not a Saturday, Sunday or holiday. Any grievance not properly presented in writing and within the time limits specified, or any grievance not moved to the next step within the specified time limits shall be considered to have been withdrawn. If the Employer fails to meet the time limitations specified, the Union may move the grievance to the next step. Time limitations may be extended by mutual agreement of the parties.

ARTICLE 19: HEALTH AND SAFETY

19.1 GENERAL PROVISIONS

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.

Such situations include but are not limited to: illicit activity; threats of bodily harm to the employee; abusive behavior (including verbal and mental abuse) and/or sexual harassment of the employee by the client or persons in the household.

Any employee who believes in good faith that his/her health and/or safety is in imminent danger at a work location, may leave that location and shall immediately report the incident to the Employer and

notify the Employer of any working conditions that threaten or endanger the employee's health or the safety of the employee or client. If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services. If after review and investigation of the incident giving rise to the belief of imminent danger it is determined that the employee acted reasonably and promptly reported the incident to the Employer, the employee shall be paid for his/her entire scheduled assignment or typical shift, including all travel time and travel miles (except for errands not performed) he/she would have been paid had the assignment or shift been completed as scheduled.

19.2 PERSONAL PROTECTIVE EQUIPMENT

Personal Protective Equipment (PPE) shall be provided by the client. If the client does not have sufficient PPE to perform a caregiver's required tasks, the caregiver is not required to perform the tasks for which the PPE is not provided. However, the caregiver should report the lack of sufficient PPE to the Employer after the caregiver's shift.

ARTICLE 20: LABOR MANAGEMENT COMMITTEE

20.1 PURPOSE

The Employer and the Union agree to engage in discussions on topics of mutual interest, including but not limited to: implementation of this Agreement; new initiatives, rules or policies proposed by the Union, by the Employer, and implementation of the provisions of Article 25.4 of this Agreement.

20.2 DELIVERY OF QUALITY HOME CARE SERVICES

The Employer and the Union agree that they have a mutual interest in promoting and ensuring quality in the home care sector. Changes to the existing system needed to realize this quality may include, but are not limited to care integration across programs and settings, the provision of holistic care, the improvement of services for members with complex needs, and the development of metrics needed to measure improvements in health and other defined outcomes. The parties agree to communicate openly with each other about ideas that would improve the quality of services to clients. The Labor Management Committee may be a forum for these discussions.

20.2 MEETINGS

The parties shall meet quarterly unless otherwise mutually agreed. Meetings should be held at mutually convenient times and ADA accessible locations or via an online platform, such as Zoom. The parties are encouraged to select participants for these discussions who are representative of the

issues to be discussed and who bring to the discussion the authority to make decisions on behalf of the parties. The Labor Management Committee (LMC) shall consist of up to five (5) representatives of the Union and up to five (5) representatives of the Employer. The Labor Management Committee (LMC) shall be co-chaired by a representative designated by the Union and a representative designated by the Employer. Caregivers serving as representatives of the Union as described above shall be paid their highest wage, including mileage driven to the meeting, by the Employer for their time spent in LMC meetings. The parties will be solely responsible for determining dispensations, if any, of other expenses of their respective representatives and/or resource persons as attendees.

ARTICLE 21: CLIENT ASSESSMENTS

21.1 CLIENT ASSESSMENTS

Self-Directed Care and Agency caregivers shall not be prohibited by the Employer from participating in the client assessment process. Caregivers will be paid for time worked when providing paid care during the client assessment process. Self-Directed Care caregivers and Agency caregivers will be provided copies of a client's plan of care at the worksite, which will inform caregivers of new behaviors, changes to existing behaviors and behaviors that pose a risk to the caregiver.

ARTICLE 22: CLIENT RIGHTS

22.1 INFORMATION REGARDING CLIENTS

This Agreement shall not be interpreted as to require the Employer to release confidential personal information regarding any client of in-home care services to the Union without the written permission of any such client. Personal information includes, but is not limited to: names, dates of birth, addresses, telephone numbers, email addresses, any identification numbers including social security numbers or any other personal information regarding a client.

22.2 CLIENT CONFIDENTIALITY

Union representatives and caregivers shall maintain strict standards of confidentiality regarding clients and shall not disclose personal information pertaining to clients obtained from any source unless the disclosure is with the express written consent of the clients or compelled by legal processes or otherwise required by law.

22.3 NON-WAIVER

The above enumerations of clients' rights are not inclusive and do not exclude other rights not specified, including those rights and authority provided under the law. The exercise or non-exercise of rights retained by the clients shall not be construed to mean that any right of the clients is waived; including, but not limited to the statutory right of clients and prospective clients to select, hire, supervise the work of, and terminate any caregiver.

22.4 CLIENTS NOT SUBJECT TO GRIEVANCE PROCEDURE

No action taken by the clients with respect to this Article or any clients rights shall be subject to the grievance and arbitration procedures provided for in this Agreement.

ARTICLE 23: TRAINING

23.1

CDMT will provide training pursuant to all state and federal requirements.

The Parties recognize the significance of developing a well-trained workforce in the caregiving sector to professionalize caregiving and provide specialized training to meet the diverse needs of clients. The Parties agree to utilize the Labor Management Committee meetings as necessary to explore various training options and opportunities to enhance the skills of agency and self-directed caregivers. Either party may request the attendance of external parties (such as representatives of the SEIU 775 Training Partnership) to Labor Management Committee meetings to facilitate discussion of training-related topics.

ARTICLE 24: RETIREMENT

24.1 INTENTION FOR NEW MODEL OF RETIREMENT BENEFITS

It is the intent of the parties to develop a new model of retirement benefits which would strive to provide retirement security for home care workers and manage risk for the Employer and Union members. This model would strive to provide secure retirement income for home care workers, mandatory employer and voluntary worker contributions, portability, lifetime retirement benefits, prudent asset investment management, cost effectiveness, joint governance, and effective communication and education. The parties commit to work jointly to develop this model.

24.2 RESEARCH AND STAFF SUPPORT

The Union shall, through its national benefits staff, arrange for research and staff support to the parties to support the joint effort of the parties to develop this new model of retirement benefits.

24.3 NON-BINDING

The language contained herein shall be non-binding nor is subject to the grievance procedure and is only meant to show the parties willingness to pursue retirement benefits to home care workers. Once the parties develop and implement this benefit, the retirement language shall replace this article in its entirety.

ARTICLE 25: POLICIES AND PRACTICES

25.1 CASH AND COUNSELING

In the event that the Employer implements or expands any “Cash and Counseling,” New Freedom or similar program, or self-directed or individual budget home care options or similar program, workers employed by clients under such program(s) shall be members of the bargaining unit and this Agreement shall be in full force and effect with respect to all covered hours of work for such workers.

25.2 CAREGIVER RECLASSIFICATION

The Employer shall not reclassify or cause to be reclassified any caregiver unless requested by the caregiver with notice to the Union.

25.3 EXCLUSION

In no event shall any work that is not personal care or direct care be considered covered work or covered hours of work under this Agreement, and this Agreement shall not be in force and effect with respect to such work or hours of work.

25.4 DELIVERY OF QUALITY HOME CARE SERVICES

The Employer and the Union agree that they have a mutual interest in promoting and ensuring quality in the home care sector. Changes to the existing system needed to realize this quality may include but are not limited to care integration across programs and settings, the provision of holistic care, the improvement of services for clients with complex needs, and the development of metrics needed to

measure improvements in health and other defined outcomes. The parties agree to communicate openly with each other about ideas that would improve the quality of services to clients. The Labor Management Committee may be a forum for these discussions.

25.5 CHANGES TO THE HEALTH CARE DELIVERY SYSTEM

The parties recognize that during the life of this Agreement important changes may occur in the delivery of long-term care services and supports. The Employer agrees to provide timely, written notice to the Union of any State Medicaid Plan and Medicaid Home and Community Based Care Waiver Amendments impacting services covered by this Agreement as well as any changes to the delivery of services covered by this Agreement, and to fulfill its collective bargaining obligation regarding mandatory subjects of bargaining.

ARTICLE 26: SUCCESSORSHIP

26.1

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, change in legal entity, transfer or assignment of either party hereto. In the event the Employer sells, transfers, leases or assigns the operations covered by this Agreement to any other entity, the Employer shall, as a condition of such sale, transfer, lease, or assignment, require that the purchaser, transferee, lessee, or assignee a) adopt and agree to be bound by this Agreement, without change in any of the Agreement's terms and obligations, b) do so through a contractually binding written instrument, c) recognize the Union as the exclusive bargaining representative of all employees covered by the Agreement, and c) hire all Consumer Direct Care Network Montana (“CDMT”) caregivers covered by this agreement currently employed by CDMT on the date of the sale, transfer, lease, or assignment of assets. The Employer shall inform any prospective purchaser, transferee, lessee, or assignee of the foregoing conditions upon receiving the first offer.

The Employer agrees to notify the Union no less than ninety (90) days prior to any sale of CDMT or its assets to a buyer.

**ARTICLE 27:
SAVINGS OR SEPARABILITY CLAUSE**

27.1

This agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by Federal or State court, or duly authorized agency, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

27.2

In the event of such invalidation, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this agreement shall be in writing and duly executed by the parties and their representatives.

**ARTICLE 28:
AGENCY-BASED TRADITIONAL CAREGIVERS LAYOFF & RECALL**

28.1 LAYOFF

A layoff is defined as a reduction in the number of Agency-Based Traditional (“ABT”)caregivers 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 ABT caregivers affected.

If layoffs are required, the least senior ABT (s) in a branch office shall be laid off first provided that it does not interfere with client preference and that those ABT caregivers remaining on the job in that branch office are qualified, in the Employer’s judgment and by established objective criteria, to perform the work remaining. An ABT caregiver subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required. The Employer agrees to provide thirty (30) days’ notice of layoff to affected employees and the Union, except in cases of emergency beyond the Employer’s control.

28.2 RECALL

ABT caregivers shall be recalled in the reverse order of the layoff provided that those recalled are qualified, in the Employer’s judgment and by established objective criteria, to

perform the work assigned. To be eligible for recall, a laid off employee must keep their Employer informed of 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 ABT caregiver must indicate acceptance and availability for work within seven (7) days of receipt of letter unless unusual circumstances prohibit return within that time period.

**ARTICLE 29:
UNINTERRUPTED CLIENT SERVICES**

Neither the Union, the caregivers or their agents shall directly or indirectly, authorize, assist, encourage and/or participate in any way in any strike activity, walkouts, slowdowns, sickouts, or other similar interference with services to clients provided by. The Union, caregivers and their agents shall not, for purposes of enforcing this Agreement, conduct picketing against the Employer, its agents and/or its representatives. The Union, caregivers and their agents shall not picket for any reason against clients in locations where the caregiver perform services. In the event that the Employer believes that any such activity is imminent or is occurring, the Employer's representative shall contact the President or Secretary-Treasurer of the Union prior to taking any personnel or legal action in order to afford the Union the opportunity to inform its members of this contract provision.

In recognition of clients' right to select, hire, supervise the work of, and terminate any caregiver providing services to them, the parties agree that the Employer does not have the authority to lock out the Union or the caregivers.

**ARTICLE 30:
COMPLETE AGREEMENT**

30.1

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further understood that this Agreement fully and completely sets forth all understandings and obligations between the parties, constitutes the entire Agreement between the parties, and both parties on their own behalf and on behalf of their respective members waive any and all claims or demands they have made or could have made for any acts or omissions by either party or their respective members, agents, employees or assigns.

30.2

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral or written statement shall add to or supersede any of its provisions unless mutually agreed to by the parties and as otherwise provided for in this Agreement.

**ARTICLE 31:
DUTY TO BARGAIN**

31.1

Nothing contained in this Agreement shall be construed as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the law and to the extent that the Employer and/or its agencies, contractors or subcontractors, has lawful control over those subjects. This specifically includes the wages, benefits, hours and terms and conditions of employment of members of the bargaining unit.

**ARTICLE 32:
TERM OF AGREEMENT**

32.1 EFFECTIVE DATES

This Agreement shall become effective at ratification and shall remain in effect through September 30, 2025, unless amended by mutual written agreement of the parties or extended under Article 32.1.

In the event that during the term of this Agreement, the State of Montana substantially changes the anticipated funding for services provided by the Employer and/or there is any other change that lowers or increases the level of reimbursement established at the time of signing this Agreement, the Parties agree to reopen this Agreement pertaining to Appendix A immediately for negotiations regarding wages.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 20th of February 2024.

For the Service Employees International Union 775:

Sterling Harders, President

For the Consumer Direct Care Network Montana:

Ben Bledsoe, President

APPENDIX A WAGE SCALES (Agency and Self Directed)

<i>Enter increase to wage based on previous half-year:</i>			\$-	\$1.25	\$-	
CCH - Total hours worked for employer	Year 0	October 1, 2023		October 1, 2024		step increases
	2nd Half	1st Half	2nd Half	1st Half	2nd Half	
0 - 2000.99	11.10	\$16.75	\$16.75	\$18.00	\$18.00	
2001 - 4000.99	11.10	\$17.00	\$17.00	\$18.25	\$18.25	\$0.25
4001 - 6000.99	11.10	\$17.25	\$17.25	\$18.50	\$18.50	\$0.25
6001 - 8000.99	11.10	\$17.50	\$17.50	\$18.75	\$18.75	\$0.25
8001 - 10000.99	11.10	\$17.75	\$17.75	\$19.00	\$19.00	\$0.25
10001 - 12000.99	11.10	\$18.00	\$18.00	\$19.25	\$19.25	\$0.25
12001 +	Varies	\$18.25	\$18.25	\$19.50	\$19.50	\$0.25

** DCW and HB638 add on not included*

MEMORANDUM OF UNDERSTANDING BETWEEN SEIU 775 AND CONSUMER DIRECT MONTANA

EFFECTIVE DATE: JANUARY 1, 2024

This Memorandum of Understanding (MOU) is entered into between SEIU 775, hereinafter referred to as the "Union," and Consumer Direct Montana, hereinafter referred to as the "Employer," collectively referred to as the "Parties."

ARTICLE I – Direct Care Worker "Wage Increase" and "Base Funding"

Commencing on January 1, 2024, all employees governed by this agreement shall be entitled to a wage add-on of three dollars and nineteen cents (\$3.19), to be provided in addition to their base rate of pay, for each hour worked, not to include portal to portal or on-call per-diems.

For employees providing most Medicaid services, this funding is supported by the 2023 Montana Legislature. The 2023 MT Legislature authorized the Department of Public Health and Human Services (Department) funding under House Bill 2 to allow for wage increases or lump sum payments (base funding) to workers who provide direct care and ancillary services to Medicaid recipients. For employees providing non-Medicaid or excluded Medicaid services, Consumer Direct Montana will fund the wage increase for employees not provided under HB 2 funding.

In the event of remaining base funding provided by HB 2 at the end of the fiscal year, Medicaid Workers, as defined by DPHHS in the DCW application, will receive a bonus payment. Workers providing Non-Medicaid services and excluded Medicaid services will not receive a bonus payment.

ARTICLE II – INCLUSION OF PTO, OVERTIME AND HOLIDAY PAY

The wage add-ons specified in Article I of this MOU, shall be included in calculations related to overtime, Paid Time Off (PTO), and holiday pay (time and a half) accrued by the employees.

ARTICLE III - CHANGE IN FUNDING AND NOTIFICATION

CDMT will in good faith apply for DCW Wage Increase Funding and DCW Base Funding annually. In the event that CDMT is not awarded funding, employees will no longer be entitled to the \$3.19 wage add on. In the event that funding or caregiver census changes resulting in the need to adjust the distribution amount, CDMT will provide the union fourteen (14) days' notice of its intent to pay any corresponding bonuses or DCW wage change pursuant to the awarded funding. This notice shall include details about the bonus or wage amount, how it will be distributed and the scheduled payment date/start date. After receiving details of the amount and how it will be distributed, the Union may request a meeting with the Employer to discuss the distribution/payment.

In the event of a change in funding affecting the wage add-ons mentioned in Article I of this MOU, the Employer shall comply with notification to the Union as outlined in Article XX.D of the Collective Bargaining Agreement.

ARTICLE IV - DURATION OF MOU

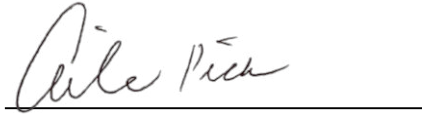
The terms and conditions of this MOU shall remain in effect until a new MOU is mutually agreed upon by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the



Effective Date. Effective Date.
Monica Livingston SEIU 775
Network

Date: 4/4/2024



Aileen Pick, Consumer Direct Care

Date: 4/4/24