

ARTICLE X
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, Community First Choice Personal Care Providers, Respite caregivers, Chore Services Caregivers, Habilitative Service Providers, Direct Service Provider, Home Care Workers, Direct Care workers, Live-in caregiver) 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 Alaska, 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.

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

Tentatively Agreed To:

For the Union:

For the Employer:

Date:

Date:

ARTICLE X2: UNION RIGHTS

SECTION X2.1 UNION REPRESENTATIVES

The Employer shall recognize Union advocates and Union staff representatives in the course of their representational duties. The Union shall advise the 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 the 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.

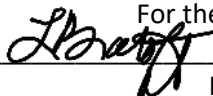

SECTION XX.2 ACCESS TO EMPLOYER PREMISES

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.

SECTION XX.3 BULLETIN BOARDS

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

Tentatively Agreed To:

<p>For the Union:</p> <p></p> <p>_____</p> <p>Date:</p> <p><u>02/28/2024</u></p>	<p>For the Employer:</p> <p></p> <p>_____</p> <p>Date:</p> <p><u>3/6/24</u></p>
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The Employer will provide a bulletin board, in an area easily accessible to employees in each branch office, for Union postings. The Union agrees to apply reasonable standards of good taste when posting Union notices.

SECTION XX.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 employee names, complete mailing address, and cell phone number, in a secured manner monthly.

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

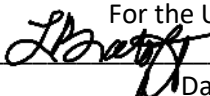
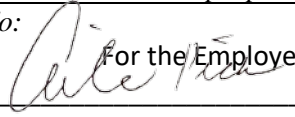
SECTION XX.5 ORIENTATION MATERIALS PROVIDED BY EMPLOYER

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

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Employer will facilitate the inclusion of union membership applications and union orientation materials as part of the electronic orientation process.

SECTION XX.6 UNION COMMUNICATIONS THROUGH CDAK WEBSITE

A. Link to Union Website

The Employer shall display a link to the Union website on the opening webpage of the CDAK website.

B. Notification of Message from Union


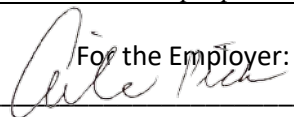
When a caregiver ~~logs into~~ visits the caregiver resources page of the CDAK website, the initial screen will include a notification of new message(s) from the Union. The notification box on the initial page shall be sufficient to provide detail of sender and subject of the message. The Union shall 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.

SECTION XX.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.

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<p>For the Union:</p> <p></p> <p>_____</p> <p>Date:</p> <p>02/28/2024</p>	<p>For the Employer:</p> <p></p> <p>_____</p> <p>Date:</p> <p>3/6/24</p>
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ARTICLE XX EMPLOYER RIGHTS

Article XX.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 XX (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.



Article XX.2 Rights Reserved to the Employer.

The Employer retains the right to:

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. Manage performance and issue performance reviews, including to determine the form and frequency of such reviews.
9. Negotiate, adjust, amend or administer municipal or government contracts.

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

Tentatively Agreed To:

<p>For the Union:</p> <p></p> <p>Date: <u>6/6/24</u></p>	<p>For the Employer:</p> <p></p> <p>Date: <u>6/6/24</u></p>
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SEIU 775 – CDAK
2024 CBA Negotiations
CDAK Proposal 1


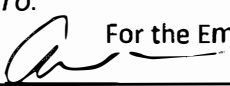
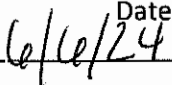
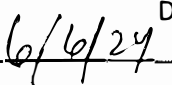
implement until the process has concluded.

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

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

Tentatively Agreed To:

 For the Union:	 For the Employer:
_____	_____
Date: 	Date: 
_____	_____

ARTICLE X4
UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

SECTION X4.1: 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 X4.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 X4.A, and (c) of what action the employee must take to come into compliance with Section X4.A. The Employer will receive a copy of any written correspondence to an employee enforcing Section X4.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 CDAK 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 X4.A, the consequences of an employee’s failure to comply with Section X4.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

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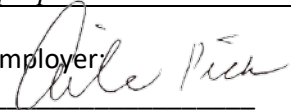
For the Union:



Date:

08/02/2024

For the Employer:



Date:

8/8/24

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 [Alaska branches 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 X4.1.A. of this Article. Failure to satisfy this alternative payment shall result in discharge from employment, pursuant to Section X4.1.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.

SECTION X4.2 VOLUNTARY DEDUCTIONS


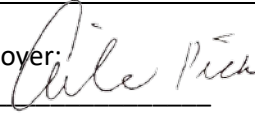
Upon receipt of proper authorization for such deductions from the caregiver or the Union, the Employer shall cause the appropriate entity or agency to deduct and transmit voluntary contributions from each caregiver’s payment for services, to two (2) funds designated by the Union or to the Union itself. 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 ACH or other direct deposit means at least monthly.

SECTION X4.3 IMPLEMENTATION COSTS

The cost of any new computer programming changes [to Employer systems](#) required by this Article shall be borne by the Employer. The ongoing regular [processing and administrative costs](#) of such deductions shall be borne by the Employer.

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Tentatively Agreed To:

For the Union:	For the Employer:
	
Date: _____	Date: _____
08/02/2024	8/8/24

SECTION X4.4 INDEMNIFY AND HOLD HARMLESS

The Union and each caregiver agree to indemnify and hold harmless [the Employer](#) 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.



SECTION X4.X.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
- Ok to work date
- FTE status
- Hire Date
- Termination Date
- Reason for Termination

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Tentatively Agreed To:


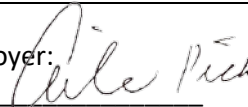
For the Union: 	For the Employer: 
Date: <u>08/02/2024</u>	Date: <u>8/8/24</u>

- “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 Consumer
- Type of Provider
- Live-in provider (y/n)
- 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
- 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.

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Tentatively Agreed To:

For the Union:	For the Employer:
	
Date: _____	Date: _____
08/02/2024	8/8/24

The Employer shall facilitate reconciliation of these employment records, dues and other voluntary deductions with the Union, including clarifying whether caregivers 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

SECTION X4.5: DUES/COPE AND VOULENTARY 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.

Employees may express authorizations to deduct dues by submitting to the Union a written membership application, through electronically recorded phone calls, by submitting to the Union 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. An authorization shall be considered verifiable where the Union provides documentation that an employee authorized the specific terms of the payroll deduction either on paper through a written signature, via electronic signature on an on-line or other electronic form that includes the specific terms of the deduction or via an electronically recorded

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Tentatively Agreed To:

For the Union: _____ Date: <u>08/02/2024</u>	For the Employer: _____ Date: <u>8/8/24</u>
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phone call in which the employee authorized such deductions after being informed of the specific terms.

Authorized deductions for Union dues or an amount equal to Union dues shall be revocable, regardless of the employee's membership status, in accordance with the terms under which an employee voluntarily authorized said deductions.

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.

SECTION X4.6: UNION MEMBERSHIP MATERIALS

For new employees, union membership materials shall be distributed with the basic employment paperwork required by the Employer in either paper or electronic format. 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.

SECTION X4.7: COPE AND OTHER VOLUNTARY DEDUCTIONS


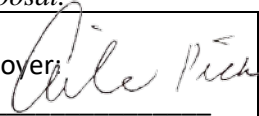
Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the Committee on Political Education (COPE) contributions. Monies so deducted shall be transmitted by ACH or other direct deposit means separate from the deposit remitted for payment of dues within five (5) calendar days from the end of the pay period in which the deductions were taken.

SECTION X4.8: DATA SECURITY

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

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Tentatively Agreed To:

For the Union:	For the Employer:
	
Date: _____	Date: _____
08/02/202408/02/2	8/8/24

information about the entire bargaining unit, classification, or Branch. In no case will the Employer release information prior to notifying the Union.

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

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Tentatively Agreed To:

For the Union:



Date:

08/02/2024

For the Employer:



Date:

8/8/24

ARTICLE X6: TRAVEL PROVISIONS

SECTION X6.1: TRAVEL PAY AND MILEAGE

Portal-To-Portal Time

Caregivers shall be paid ~~at their regular rate of pay~~ ~~at their regular rate of pay~~ the state minimum wage for the time it takes to travel between work locations or clients during the workday, but at a prorated amount if under one hour. Employees will not be paid for time spent traveling to the first assigned workplace, nor for traveling from the last assigned work location of the workday. ~~Employees who work an unscheduled shift of the workday may claim portal to portal from home to client. This will only apply to unscheduled shifts and if the employee goes and comes directly from home to the work location.~~

Mileage Reimbursement

~~All employees that drive their personal vehicles to provide services to their clients authorized under the care or service plans shall be eligible for mileage reimbursement. Employees providing personal care, respite or chore services shall be compensated on a per-mile-driven basis when driving their personal vehicles to provide services to their clients as authorized under the care or service plan up to a maximum of fifty (50) miles per month. Employees providing habilitative services shall be authorized up to be compensated a maximum of three hundred (300) miles per month. Employees shall be reimbursed for mileage at the IRS mileage rate.~~

~~Mileage will not be unreasonably denied.~~ It is understood that employees may take the best available route depending on road conditions related to weather or construction.

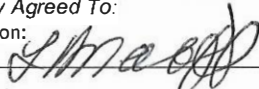
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Tentatively Agreed To:


For the Union:

Date:


9/23/2024

For the Employer:

Date:


9/23/24

ARTICLE X7

GRIEVANCE AND DISPUTE RESOLUTION

X7.1 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.

X7.2 GRIEVANCE DEFINITION

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

X7.3 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.


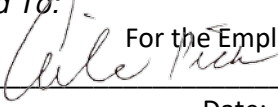
The Union shall have up to forty-five (45) calendar days from the alleged violation, or up to forty five (45) calendar days from when the caregiver or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance, to engage in the informal process, if it so chooses. 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 X.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

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Tentatively Agreed To:

<p>For the Union:</p> <p></p> <p>_____</p> <p>Date: <u>2/2</u></p>	<p>For the Employer:</p> <p></p> <p>_____</p> <p>Date: <u>3/6/24</u></p>
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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 ~~xxxx~~LaborCDAK@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.


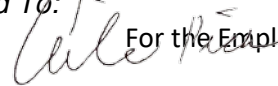
Step 3. (Optional) Mediation

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.

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

<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: 2/28/242	Date: 3/6/24

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


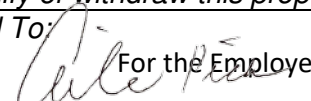
If the grievance is not settled at Step 2 or 3, it may, within the time frames noted above, be referred by the Union to final and binding arbitration. The arbitrator shall be mutually agreed upon by the parties, within thirty (30) calendar days of the request for arbitration, or, upon failure to agree 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.

X7.4 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.

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

<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: 2/28/242	Date: 3/6/24

**ARTICLE X8
WAGE SCALE AND CUMULATIVE HOURS**

SECTION X8.1 WAGE SCALE PLACEMENT

Effective at ratification, all bargaining unit employees shall be placed on a wage scale step as outlined in Appendix ~~X-A~~ commensurate with the total number of hours worked with ~~the Employer CDAK since January 1, 2017. When placing employees on the wage scale, credit shall also be given for previous verifiable experience.~~

SECTION X8.2 ADVANCEMENT ON THE WAGE SCALE

Employees shall advance to the next step of the wage scale based on their cumulative career hours (CCH) as outlined in Appendix ~~X-A~~ of this Agreement. The Employer shall review CCH monthly to determine caregivers' corresponding placement on the wage scale and shall notify caregivers in writing of their new pay rate when they advance to the next step. The new pay rate shall go into effect on the pay period following the advancement of the Employee to the next step and shall be retroactive to the date of advancement on the wage scale.

SECTION X8.3 WAGE INCREASES

All bargaining unit employees shall receive wage increases as outlined in Appendix ~~X-A~~. New wages will go into effect retroactive to ~~June~~ July 1, 2024.

SECTION X8.4 DIFFERENTIALS

Geographic Differential:

The following geographic differentials shall be added to the hourly rate of employees working in the following locations:

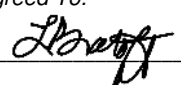
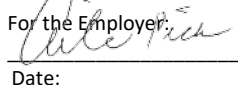
- Kenai Peninsula: \$0.~~50~~540
- Kodiak: \$~~21.00~~1.50
- Ketchikan/Sitka: \$~~10.00~~5075

Habilitative Care Differential:

~~Caregivers providing the following services shall be paid a \$1.00 differential for hours worked providing these services:~~

- ~~— Supported Living (T2017)~~
- ~~— Day Hab (T2021)~~
- ~~- In Home Support Hab (T2017-U4)~~

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

<i>Tentatively Agreed To:</i>	
For the Union: <u></u>	For the Employer: <u></u>
Date: <u>09/23/2024</u>	Date: <u>9/30/24</u>

SEIU 775 – CDAK
2024 CBA Negotiations
Union Proposal V.3 2024 09 23

Time - _____

Habilitative Care Differential:

Caregivers providing the following services shall be paid a \$1.00 differential for hours worked providing these services:

Supported Living (T2017)

Day Hab (T2021)

In Home Support Hab (T2017-U4)

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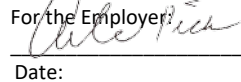
For the Union:



Date:

09/23/2024

For the Employer:



Date:

9/30/24

ARTICLE X9
HEALTH AND SAFETY

SECTION X9.1 GENERAL PROVISIONS

The Employer recognizes the importance of providing a safe and healthy working environment for caregivers. Caregivers shall report any unsafe or hazardous conditions to the Employer immediately.

SECTION X9.2 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.

SECTION X 9.3: VACCINATIONS AND TESTS

~~The Employer shall endeavor to provide a cost-effective way to provide all vaccinations up to and including influenza, COVID-19 to all employees upon request.~~ [The Employer will pay for all vaccines that are required as a condition of employment at CDAK.](#)

~~The Employer will provide tests for COVID-19 to any employee upon request at no cost to the employee. The Employer will keep a list of resources for free and reduced fee vaccinations and COVID test kits on the CDAK website under the caregiver resources tab.~~ [The Employer will provide a printed copy of the resources upon request.](#)

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

Tentatively Agreed To:

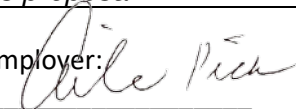
For the Union:



Date:

05/10/2024

For the Employer:



Date:

5/10/24

ARTICLE X10 WORKER'S COMPENSATION

X10.1 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.

X10.2 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 Article X8, Compensation of this Agreement upward by an amount equivalent to the caregiver premium share for worker's compensation insurance.

X10.3 THIRD-PARTY ADMINISTRATOR


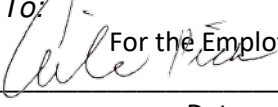
The Employer may contract with a third-party administrator in order to administer the worker's compensation coverage provided to caregivers in the bargaining unit. The third-party administrator shall be responsible for claims management and verification, recommending and implementing risk management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

X10.4: NON-RETALIATION

No employee shall face disciplinary action or retaliation for filing a valid Workers Compensation claim.

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

Tentatively Agreed To:

<p>For the Union:</p> <p></p> <p>_____</p> <p>Date:</p> <p>02/28/2024</p>	<p>For the Employer:</p> <p></p> <p>_____</p> <p>Date:</p> <p>3/6/24</p>
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ARTICLE X11: PAID TIME OFF

SECTION X11.1 ACCRUAL

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

Caregivers Effective ~~six (6) months following ratification,~~ caregivers shall be eligible to accrue PTO at a rate of 1 hour for every ~~thirty-five (20 40 3035)~~ hours worked.

PTO hours shall cap at ~~one hundred sixty (160 hours).~~ ~~If employees reach their cap, they will automatically receive 3 hours cashed out onto their next paycheck. Four (4) hours of PTO will roll over to each new calendar year.~~

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. PTO requests shall be submitted to payroll.~~

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

~~Caregivers will start accruing PTO at the onset of employment.~~

SECTION X11.2 SCHEDULING

~~All caregivers shall be eligible to take PTO. Whenever possible, caregivers are encouraged to submit PTO requests at least 7 days prior to the date the requested PTO commences. The Employer 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. Requests for PTO shall not be unreasonably denied. PTO can be used for any reason, including sick leave.~~

~~Upon request, the Employer will assist caregivers in finding available coverage to allow caregivers to take PTO. The Employer will work with the Union to explore the possibility of creating a caregiver directory to help connect caregivers with clients.~~

SECTION X11.3 CASH OUT SECTION X11.3 CASH OUT

~~Caregivers may cash out any unused PTO at one hundred (100) % upon request. Such a request shall not be unreasonably denied. To receive the PTO cash out in their next available paycheck, caregivers must request a cash out at least seven (7) days before the end of the pay period.~~

~~Employees who resign, retire, are terminated, or 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.~~

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

Tentatively Agreed To:

For the Union:

Date:

For the Employer:

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2024 CBA Negotiations
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Time - _____


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.

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

Tentatively Agreed To:


For the Union:

Date:


9/23/24

For the Employer:

Date:


9/23/24

ARTICLE X12 PAYROLL, ELECTRONIC DEPOSIT AND TAX WITHHOLDING

X12.1 PAYROLL SYSTEM PAYMENT TIMELINES

Pay periods begin every other Sunday and end every other Saturday, covering 14 full days. The Payroll System will pay caregivers on a bi-weekly basis. Paydays are every other Friday. 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.

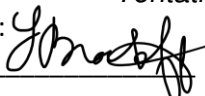
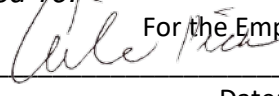
The Employer will notify a caregiver, via the contact information provided, within forty-eight (48) hours of processing a timesheet if there is a problem with how the caregiver is reporting their hours. If the caregiver corrects the error prior to the payroll cutoff date for the pay period, they will 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.

X12.2 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 ~~three~~ five (35) 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 in ~~seven~~ seven-ten (7/710) business days. The Employer shall provide to the Union the names and employer IDs 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. ~~For all late payments the Employer will pay any documented damages employees accrue.~~

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

<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: 09/23/2024	Date: 9/30/24

X12.3 PAY STUB TRANSPARENCY

The Employer shall ensure that all employees receive pay stubs that accurately reflect all deductions and balances related to their compensation. The pay stubs shall include, but not be limited to, the following information:

A. Clear and Accurate Deductions:

- a. Taxes: The pay stub shall clearly itemize all tax deductions, including federal, state, and local taxes, along with any other applicable taxes.
- b. Dues: Any dues or fees deducted from the employee's wages, such as union dues or professional association fees, shall be clearly stated.
- c. Healthcare: Deductions related to healthcare premiums, contributions to health savings accounts (HSAs), or other healthcare-related expenses shall be accurately reflected.
- d. Other Deductions: Any other deductions, such as retirement contributions or garnishments, shall be clearly indicated.

B. Clear and Accurate Balances/Payments:

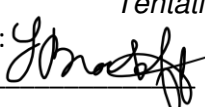
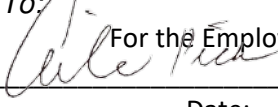
- a. PTO/Vacation: The pay stub shall display the employee's current balance of paid time off (PTO) or vacation hours in a clear and understandable manner.

~~b. Other Payroll Related Balances: Any other balances pertinent to the employee's compensation, such as sick leave accruals, **cumulative career hours**, bonus balances, retroactive payment, or incentive rewards, shall also be accurately presented.~~

b. Other Payments—Payroll Related Balances: Any additional ~~balances~~ payments related to the employee's compensation, such as bonuses, retroactive payments, or similar items, will be reflected on the employee's pay stub. ~~be provided to the employee upon request.~~ Caregivers may contact CDAK to check on their current Cumulative Career Hours.

The Employer shall ensure that these pay stubs are provided to employees regularly, in

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

<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: 09/23/2024	Date: 9/30/24

accordance with applicable labor laws and regulations, and that they are easily accessible to employees either in physical or electronic format.

Any discrepancies or inaccuracies identified by the employee shall be promptly addressed and corrected by the Employer as outlined in Section X12.2 of this Agreement.

X12.3 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.

X12.4 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.

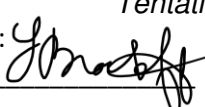
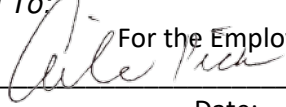
The Employer will provide caregivers with a W-4 tax form and Federal Tax Income (FIT) notice. Any changes to the FIT notice will be provided to the Union at least fourteen (14) days before it is sent to the bargaining unit.

X12.5 CHANGES TO PAYROLL AND PAYMENT SYSTEMS

~~The Employer shall inform employees and the Union of any changes related to payroll. The Employer shall inform the Union and the Employees of any substantive changes made to payroll.~~ 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.

X12.6 PAYROLL SYSTEM OUTREACH AND EDUCATION

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

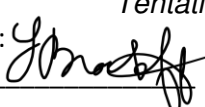

<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: 09/23/2024	Date: 9/30/24

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.

X12.7 CASH ADVANCES

The Employer will not offer cash advances.

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

<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: 09/23/2024	Date: 9/30/24

ARTICLE X13: NO DISCRIMINATION

X13.1

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, 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.

X13.2

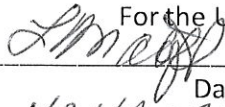
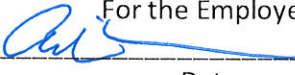
This Article shall not be construed as otherwise limiting or impeding the right of clients and prospective clients to select, hire, supervise the work of, and terminate any caregiver providing services to them.

X13.3

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

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

Tentatively Agreed To:

For the Union:  Date: 1/31/2024	For the Employer:  Date: 1/31/24
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ARTICLE X14: CLIENT RIGHTS

X14.1 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 consumers.

X14.2 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 client or compelled by legal processes or otherwise required by law.

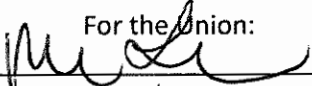
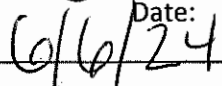

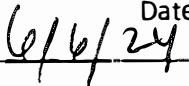
The above enumerations of clients' rights are not inclusive and do not exclude other rights not specified, including those rights and authority provided under the law. The exercise or non-exercise of rights retained by the client shall not be construed to mean that any right of the client is waived;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

X14.3 CLIENTS NOT SUBJECT TO GRIEVANCE PROCEDURE

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

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

Tentatively Agreed To:

<p>For the Union:</p> <p></p> <p>_____</p> <p>Date:</p> <p></p> <p>_____</p>	<p>For the Employer:</p> <p></p> <p>_____</p> <p>Date:</p> <p></p> <p>_____</p>
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Training ~~Proposal Overview:~~

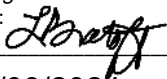
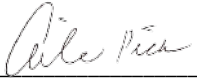
1. ~~**Mandatory Training for New Hires:** Under the terms of this proposal, all new employees hired after xx/xx/xxxx would be required to complete a virtual safety and orientation course provided by the SEIU Training Partnership.~~
2. ~~**Employer-Funded Training:** To facilitate this training, the Employer would cover the cost of the course and time spent in the training.~~
3. ~~**Pre-Care Training Requirement:** New caregivers hired after the xx/xx/xxxx would be obligated to complete the safety and orientation course before providing care to any clients.~~
4. ~~**Grandfather Clause for Current Employees:** Existing employees hired prior to the agreement's ratification would not be mandated to take the safety and orientation course. However, they would retain the option to access these courses voluntarily during their personal time.~~
5. ~~**Cost of Curriculum:** The cost of the orientation and safety curriculum is \$xx.xx per employee per year.~~
6. ~~**Future Collaboration:** The Labor Management Committee (LMC) shall explore the possibility of a pilot project. This project aims to expand access to the Training Partnership library, with the specifics, such as participant numbers and project duration, to be determined by the LMC.~~

CDAK 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.

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 07/09/2024	Date: 7/9/24

ARTICLE X16: LABOR MANAGEMENT COMMITTEE

SECTION X16.1: 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, improving approaches to distributing and collecting membership cards, exploring opportunities for employee in-person meetings or trainings, rules or policies proposed by the Union or the Employer, and implementation of the provisions of Section X16.2 of this Agreement.

SECTION X16.2: 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 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.

X16.3 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.

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

Tentatively Agreed To:

<p>For the Union:</p> <p></p> <p>Date: <u>6/6/2024</u></p>	<p>For the Employer:</p> <p></p> <p>Date: <u>6/6/24</u></p>
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ARTICLE X17
DUTY TO BARGAIN

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.

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

Tentatively Agreed To:

For the Union:



Date:

02/28/2024

For the Employer:



Date:

3/6/24

ARTICLE X18: CLIENT ASSESSMENTS

Caregivers are part of the client assessment process and shall not be prohibited by the Employer from participating in the client assessment or reassessment. ~~If a caregiver participates in the client assessment process, the caregiver shall be paid for time worked when providing paid care during the client assessment process, their time participating in the assessment.~~ Caregivers ~~will be informed of changes to can review~~ the client's plan of care ~~with the client~~ that impact the caregivers work including changes in hours, new behaviors, changes to existing behaviors, and behaviors that pose a risk to the caregivers. ~~It is the responsibility of the client or their designated representative as the managing employer to inform caregivers of any change in authorized hours.~~

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The amount of notice provided to caregivers regarding a reduction of hours resulting from an assessment is governed by the current State of Alaska PCA Service Level Authorization State Date Policy. ~~Caregivers will be given 2 weeks advance notice of any reduction of hours resulting from an assessment. Caregivers will be given 10 days advance notice of any reduction of hours resulting from an assessment.~~

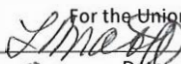

~~Service Coordinator/Case Manager~~ The client or their designated representative will advise caregivers to review the care plan when it has been modified.

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Tentatively Agreed To:

For the Union:  Date: 9/23/24	For the Employer:  Date: 9/23/24
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ARTICLE X19 POLICIES AND PRACTICES

X19.1 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.

X19.2: Provider Reclassification

The Employer shall not reclassify or cause to be reclassified any home care worker unless requested by the caregivers with notice to the Union.

X19.3 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.

X19.4: 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 client 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 consumers. The Labor Management Committee may be a forum for these discussions.

X19.5: 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

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

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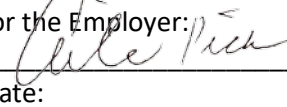
For the Union:



Date:

02/28/2024

For the Employer:



Date:

3/6/24

Agreement, and to fulfill its collective bargaining obligation regarding mandatory subjects of bargaining.

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

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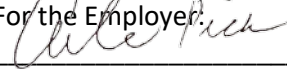
For the Union:



Date:

02/28/2024

For the Employer:



Date:

3/6/24

ARTICLE X20: OVERTIME

SECTION X20.1: OVERTIME PAY

Employees will be paid time and a half for all hours worked over forty (40) authorized hours a week or 8 hours a day in accordance with applicable state and federal laws.

SECTION X20.2 WORK WEEK

PTO does not count towards an employee's work week. Employees 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.

SECTION X20.3 OVERTIME IN EMERGENT SITUATIONS

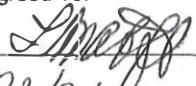

If there is an emergent situation that requires a caregiver to stay with their client because of a risk to the client's health or safety, the employee should stay with the client until ~~the situation is safe and stable and should end their shift as soon as it is safe to do so~~ emergency personnel arrive or the client reaches the hospital. ~~Live-in providers facing an emergent situation will be able to claim hours while keeping the client safe during the emergent situation.~~ The employee should contact the Employer 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 or 8 hours in the day.

~~Overtime will not be denied for hours authorized in the plan of care in cases when the hours can't be filled by additional skilled caregivers that can provide the level of care required for safety and per the plan of care.~~

~~Overtime will not be denied for hours authorized in the plan of care in cases when the hours can't be filled by additional skilled caregivers that can provide the level of care required for safety and per the plan of care. Except for emergent situations as described above, caregivers must request approval from the Employer in advance to work overtime. The Employer will approve overtime pursuant to state regulations and on a case-by-case basis, taking into~~

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Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 9/23/24	Date: 9/23/24

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CDAK Counter Proposal 2 – 9/13/24

Time - _____

consideration the needs of the client.

The Employer will work with caregivers and clients to prevent excessive unapproved use of overtime.

The Parties agree that overtime will be a topic to be discussed by the Labor Management Committee.

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

Tentatively Agreed To:	
For the Union: <u>[Signature]</u>	For the Employer: <u>[Signature]</u>
Date: <u>9/23/24</u>	Date: <u>9/23/24</u>

ARTICLE X21: ELECTRONIC VISIT VERIFICATION (EVV)

Under the Federal 21st Century Cures Act and State mandate, the Employer is required to use an electronic visit verification (EVV) system.

SECTION X21.1: EVV TRAINING

The Employer will provide training to employees required to use EVV. The Employer will pay employees ~~at their regular rate up to fifteen (15) minutes of pay at their regular rate of pay the state minimum wage~~ for time spent in EVV training.

SECTION X21.2: ADMINISTRATIVE TIME

~~Caregivers shall be compensated an additional sixty (60) minutes per pay period for the purposes of recording and submitting timesheets, including using EVV. Caregivers shall be compensated thirty (30) minutes per pay period for recording and submitting timesheets and using EVV.~~

~~The Employer will pay employees at their regular rate of pay.~~

SECTION X21.3: PROGRESSIVE DISCIPLINE

The Employer will utilize the progressive disciplinary process established in the Collective Bargaining Agreement for EVV related performance issues.

SECTION X21.4: DATA PRIVACY

The Employer agrees not to release GPS coordinates collected through utilization of EVV except to comply with the following provisions and in the following circumstances:

- The disclosure is required by state or federal law;
- To a governmental body in order to administer services and programs relating to work


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

Tentatively Agreed To:

For the Union:



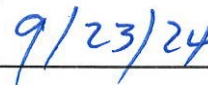
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For the Employer:



Date:



- covered under this Agreement;
- As part of a judicial proceeding and subject to a court’s order.
 - As necessary for the provision of fringe benefits to employees, and the recipient agrees to protect the confidentiality of the information;
 - As necessary for business operations including, but not limited to, financial and compliance audit requests.

SECTION X21.5: LABOR MANAGEMENT COMMITTEE TOPICS

The Parties agree to meet in the Labor Management Committee to review the impact of using EVV and identifying areas potentially needing improvement. The Employer will work with the Union to advocate with the State for a less burdensome EVV process.

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

Tentatively Agreed To:

For the Union:

_____ 

Date:

_____ 9/23/24

For the Employer:

_____ 

Date:

_____ 9/23/24

ARTICLE X22: RETIREMENT

Style Definition: Heading 2

SECTION X22.1: CURRENT RETIREMENT PLAN

If the Employer decides to make contributions to the existing ^{Retirement plan MC} 401K plan, the Employer will inform the Union within fourteen (14) days of implementation. If the Employer decides to change the retirement plan or its options, the Employer shall inform the Union ~~within at least~~ sixty (60) calendar days ~~and meet to negotiate such changes prior to implementing a change in the retirement plan. The Union may request bargaining over the effects of the intended change.~~

SECTION X22.2 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.

SECTION X22.3 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.

SECTION X22.4 NON-BINDING CLAUSE

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.

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

Tentatively Agreed To:	
For the Union: _____ <i>[Signature]</i>	For the Employer: _____ <i>[Signature]</i>
Date: <u>6/6/2024</u>	Date: <u>6/6/24</u>

ARTICLE X28: COMPLETE AGREEMENT

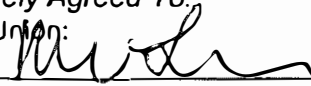
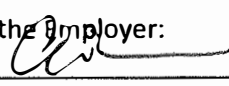
SECTION X28.1

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.

SECTION X28.2

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.

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



<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: <u>6/6/24</u>	Date: <u>6/6/24</u>

ARTICLE X23
SAVINGS OR SEPARABILITY CLAUSE

X23.1 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.

X23.2 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.

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

<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: 02/28/2024	Date: 3/6/24

ARTICLE XX: LEAVES OF ABSENCE

SECTION XX.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.

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.~~

SECTION XX.2 UNPAID PERSONAL LEAVE OF ABSENCE

~~A. An unpaid Personal Leave of Absence (PLOA) may be granted to fulltime 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.~~

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

Tentatively Agreed To:	
For the Union:	For the Employer:
Date: 9/23/24	Date: 9/23/24

- ~~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 benefits accrued prior to the PLOA reinstated upon return from the PLOA.~~

SECTION XX.3.2 MILITARY LEAVE

The Employer will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable laws as they apply to military service members, veterans, including members of the National Guard. The Employer will offer details about USERRA to caregivers, the rights and benefits available, and the procedure to utilize these benefits.

XX.3.2.1 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.

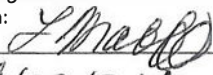
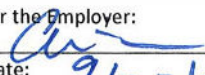
~~SECTION XX.4 TIME OFF TO VOTE~~

~~If a Caregiver is unable to vote in an election during non-working hours, with advanced notice (at least seven calendar days prior to the Election Day) given to the caregiver's supervisor, caregivers may either arrive one hour late or leave one hour early to vote. Unless otherwise required by applicable law, time off to vote will be unpaid.~~

~~SECTION XX.6 RETURN FROM LEAVE OF ABSENCE~~

~~The caregiver returning from an authorized leave of absence is entitled to return to their same position. The Employer will make a good faith effort to reinstate Caregivers returning from an~~

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Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: <u>9/23/24</u>	Date: <u>9/23/24</u>

~~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.~~

SECTION XX.7.3 RETURN TO WORK PROGRAM

~~The Employer will comply with all federal and state laws regarding workplace injuries. When feasible, the Employer will provide alternative work opportunities to caregivers injured on the job. The Employer shall work closely with the caregiver to determine if and when the caregiver can return to modified duty, and what assignments and/or activity level restrictions must be adhered to.~~

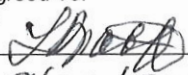

SECTION XX.8: UNION LEAVE

~~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 fifteen (15) business days from the first expected day of absence. The Employer shall cooperate in the scheduling of substitutes, so that caregivers on leave can return to their job positions upon ending their leave. If this leave lasts more than twenty-one (21) days, the Employer may not be able to 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.~~

~~A caregiver on an approved union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. The Union and the Employer shall arrange for reimbursement of the health care provider (as legally permitted) to continue benefits for caregivers on extended union leave not to exceed three months.~~

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 9/23/24	Date: 9/23/24

SECTION XX.9: BEREAVEMENT LEAVE

Caregivers are eligible for up to three (3) days of paid bereavement leave for members of the caregiver's immediate family and one (1) day of paid funeral or bereavement leave for close relatives, and long-term clients. 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.

At the sole discretion of the Employer, requests for unpaid bereavement leave may be granted in other circumstances. At the sole discretion of the Employer, additional unpaid bereavement leave of up to two weeks may be granted for travel out of state or out of the country. The caregiver requesting such extended bereavement leave shall be allowed to utilize any Paid Time Off that s/he has accrued and earned.



SECTION XX.10 HOME CARE ADVOCACY DAY UNION LEAVE

The Employer agrees to grant up to 10 percent (10%) of its bargaining unit caregivers, by the selection of the Union, at least two paid leave days each calendar year for the general purpose of public action and advocacy to improve the quality of long-term care. The employee shall designate in writing to the Employer the caregivers who are requesting such leave at least fourteen (14) calendar days in advance. Leave requests shall take client needs into consideration but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests. 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.

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

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

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

Tentatively Agreed To:	
For the Union: <u></u>	For the Employer: <u></u>
Date: <u>9/23/24</u>	Date: <u>9/23/24</u>

SECTION XX.4: 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. Caregivers deactivated after the first 180 days will be reinstated at the rate that corresponds to their current CCH pursuant to Article XX. As long as the hiring documents, caregiver credentialing, such as background checks, are current, the caregivers will not be required to reapply for their position; however, the caregiver may have to complete paperwork or training to meet regulatory guidelines.

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In cases where the caregiver is unable to work for the same client when they return from the Union leave, CDAK will assist with assigning the caregiver to a new client when possible; however, it is ultimately the caregiver's responsibility to find a new client. When the caregiver returns from union leave, CDAK will place the caregiver on the Caregiver Candidate List at the caregiver's request to assist the caregiver in finding a new client.

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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 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.

SECTION XX.5. HOME CARE ADVOCACY

The Employer agrees to grant Caregivers are permitted to take 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

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

Tentatively Agreed To:	
For the Union: <u>[Signature]</u>	For the Employer: <u>[Signature]</u>
Date: <u>9/23/24</u>	Date: <u>9/23/24</u>

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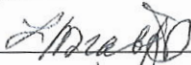

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at least fourteen (14) calendar days in advance. Caregivers will coordinate with their client(s) to schedule Home Care Advocacy leave.

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. Caregivers must work with their clients to schedule such leave. 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.

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: <u>9/23/24</u>	Date: <u>9/23/24</u>

ARTICLE X25: MEDICAL, DENTAL AND VISION BENEFITS

SECTION X25.1 ELIGIBILITY

All new caregivers shall be eligible for benefits on the first of the month following a thirty (30) day waiting period. Employees working 10 hours or more per week shall be eligible for vision and dental benefits. Employees working ~~(thirty)~~ ~~20~~ (30) ~~25~~ hours a week or more shall be eligible for medical benefits. The Employer shall not make any changes to the existing healthcare plan(s) without prior notification to the Union.

If the Employer considers changing the healthcare plan, the Employer shall give as much notice to the Union as feasibly possible of their intent to change plans. The Employer shall provide the Union with detailed descriptions of the new healthcare plans being considered, including their effective date and any potential impact on covered employees. The notification shall be delivered to the Union in writing.

The Employer and the Union shall engage in discussions and negotiations in order to reach an agreement on the new healthcare plan(s). The negotiations shall include a thorough review of the proposed plans, considering their impact on covered employees, cost-sharing arrangements, and any other relevant factors.


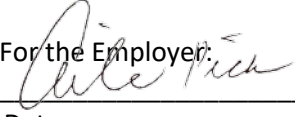
~~During the negotiation process, the existing healthcare plan(s) shall remain in effect unless mutually agreed upon by the Employer and the Union.~~

SECTION X25.1: FUTURE MEDICAL PLANS

The Parties maintain a vision of quality and affordable healthcare for both the employees and the Employer.

The Parties agree that the Labor Management Committee ~~may will~~ explore more affordable quality health care options during the life of this Agreement.

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 09/23/2024	Date: 9/30/24

Additionally, if a Taft-Hartley Trust insurance plan is created, the Employer agrees to meet with the Union to review its costs and benefits and remains open to joining such a plan.

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

Tentatively Agreed To:


For the Union:



Date:

09/23/2024

For the Employer:



Date:

9/30/24

ARTICLE XXX26: HOLIDAYS

SECTION XXX26.1: QUALIFYING HOLIDAYS

All caregivers shall receive holiday pay for all hours worked on the following holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- ~~One Personal Holiday~~

Holiday Pay

All caregivers who are assigned to work on the following qualifying holidays shall be paid one and one-half times (1.5X) ~~of their regular rate for all hours worked on the~~ following Qualifying holidays: ~~New Years Day, Memorial Day, Independence Day, Labor Day for all hours worked on the qualifying holidays.~~

~~All caregivers shall be paid double (X2) their regular rate for all hours worked for the following holidays: Thanksgiving Day and Christmas Day.~~


~~Caregivers will also have two floating holidays. Caregivers shall request the floating holidays 30 days in advance. The Employer will confirm that the request for the floating holiday was received and approved. The Employer will not unreasonably deny a request for a floating holiday.~~

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

Tentatively Agreed To:

For the Union:

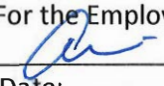
Date:



9/23/24

For the Employer:

Date:



9/23/24

ARTICLE X27

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 provided to clients by the caregivers. 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 caregivers 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 caregiver.

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

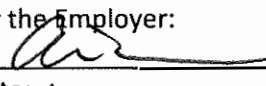
Tentatively Agreed To:

For the Union:

6/6/24 

Date:

For the Employer:



Date:

6/6/24

ARTICLE X28: COMPLETE AGREEMENT

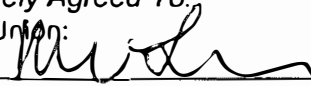
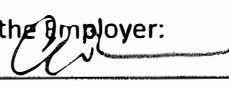
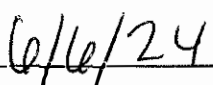
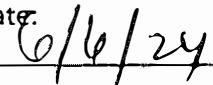
SECTION X28.1

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.

SECTION X28.2

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.

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

<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
	
Date:	Date:
	

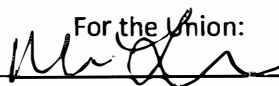
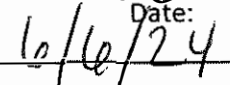
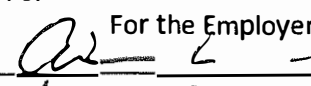
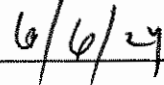
ARTICLE X29 SUCCESSORSHIP

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 Alaska ("CDAK") caregivers covered by this agreement currently employed by CDAK 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 CDAK or its assets to a buyer.

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

Tentatively Agreed To:

For the Union:  Date: 	For the Employer:  Date: 
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ARTICLE X30: TERM OF AGREEMENT

SECTION X30.1 EFFECTIVE DATES

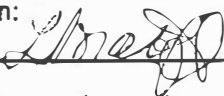
This Agreement shall become effective at ratification and shall remain in effect through July ~~31~~³¹ne 30, 2026, unless amended by mutual written agreement of the Parties or extended under Article XX.X

In the event that during the term of this Agreement, the State of Alaska 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 immediately for negotiations on all economically impacted sections.

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

Tentatively Agreed To:

For the Union:



Date:

9/23/24

For the Employer:



Date:

9/23/24

ARTICLE X34: PROGRESSIVE DISCIPLINE

SECTION X34.1: DISCIPLINE AND JUST CAUSE

Discipline or discharge of employees shall be for Just Cause only. The concepts of just cause include:

- The employee knew or should have reasonably known rules/policies
- The Employer conducts an objective Investigation
- There is evidence of misconduct, performance concerns or failure to meet standards
- Fair application of rules/policies
- The degree of discipline is related to the seriousness of the offence

The purpose of progressive discipline is to correct an employee’s behavior and is not intended to be punitive in nature. Prior to issuing a disciplinary reprimand, the employer shall attempt to gather facts surrounding the incident; and shall conduct a proper investigation prior to issuing a disciplinary reprimand. All discipline may be appealed under the Grievance Procedure in Article X7.

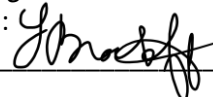
SECTION X34.2 PROGRESSIVE DISCIPLINE AND RIGHTS TO REPRESENTATION

Caregivers will be subject to a progressive discipline system for violating the Caregiver Handbook and policies and procedures. ~~as of xx-xx-~~

- On the first offense the caregiver will be coached and counseled on the policy or procedure.
- On the second ~~such~~ offense ~~related to the same type of violation~~ the caregiver will receive a written warning.
- On the third ~~such~~ offense ~~related to the same type of violation~~ the caregiver will receive a final written warning.
- A fourth offense ~~related to the same type of violation~~ will result in termination.

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

Tentatively Agreed To:

For the Union: 

Date: 09/23/2024

For the Employer: 

Date: 9/30/24

Serious Misconduct

In the case of serious misconduct, or for disqualifying crimes as defined in laws applied to the licensed provision of home care services, the Employer may in its sole discretion, and for reasonable cause, bypass any one or all of the steps of progressive discipline.

Notification of Formal Disciplinary Action

~~The Employer will make employees aware of who their direct supervisor is for disciplinary purposes.~~ In the case of any form of discipline, the employee's disciplinary action shall include a description of the conduct that is the basis for the disciplinary action(s) and the date of the infraction. At the time of notification of a disciplinary action a scheduling of a disciplinary meeting, the Employer shall notify the employee and the Union of the Employer representative that will conduct the disciplinary meeting. The Employer will strive to identify specific corrective action(s) that the employee is expected to take to improve their performance.

The Union will be provided copies of all second, third and fourth offense written warnings.

Union Representation

It is understood that employees have the right to request union representation at any investigatory interview which the employee reasonably believes may result in discipline.

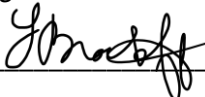
Employees shall be notified by the Employer of their right to request Union representation prior to any disciplinary meeting, or meeting that may lead to discipline, either in person, by phone or video-conference.

~~The Employer agrees to compensate the employee and the advocate for time involved in disciplinary/investigatory meetings. The Employer agrees to compensate the employee and the advocate up to an hour for time spent in disciplinary meetings.~~

An advocate or Union representative shall have the right to ~~interview employees, branch management and~~ request information related to the disciplinary matters. Should a client complaint be involved, the Employer will attempt to provide a copy of the clients' written

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

Tentatively Agreed To:

For the Union: 

Date: 09/23/2024

For the Employer: 

Date: 9/30/24

complaint, if any, with all identifiers removed, so long as the removal of identifiers adequately protects the confidentiality rights of the client and the provision of the complaint does not violate federal, state, local laws or regulations.

SECTION X34.3: TIMELINESS

All disciplinary action shall be taken within a reasonable period of time from the date the Employer had knowledge of the information giving cause for the disciplinary action and/or has completed an investigation that results in disciplinary action.

SECTION X34.4: ADULT PROTECTIVE SERVICES INVESTIGATIONS

In the event Adult Protective Services (APS) initiates an investigation, to the extent permissible by law and depending on the nature of the investigation or surrounding circumstances, the Employer may at its sole discretion keep the employee actively working with other clients that are not part of the investigation; where an employee only has the one client involved in the investigation, the Employer may at its sole discretion assign another client to the employee.

~~If an employee is placed on administrative leave during an APS investigation and subsequently~~

~~Upon completion of the APS investigation if it is determined that disciplinary action is unnecessary, the Employer shall make a reasonable attempt to bring the employee back to their workload prior to the investigation and will compensate the employee at their regular rate of pay for the time on administrative leave less any unemployment benefits the employee might have received while on administrative leave.~~

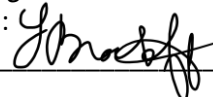
In cases where APS is investigating allegations of abuse, neglect, or serious employee misconduct, it shall be the responsibility of the employee to inform the Employer of the outcome of the investigation when they are notified by the outside agency that the investigation has been completed.

SECTION X 34.5 PERSONNEL RECORDS CORRECTIVE ACTION EXPIRATION


~~Corrective actions will expire twelve months after they are issued. Any subsequent corrective actions will revert to the **prior** step in the process. Should the employee maintain a good record for one (1) year, all identified negative materials shall be removed from their personnel files,~~

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

Tentatively Agreed To:

For the Union: 

Date: 09/23/2024

For the Employer: 

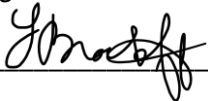
Date: 9/30/24

~~unless otherwise required to be retained by state law or regulation. Files that are not removed after one (1) year shall be considered as if they had been removed so long as the employee has not committed the same offense within the past twelve (12) months.~~

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

Tentatively Agreed To:

For the Union:



Date:

09/23/2024

For the Employer:



Date:


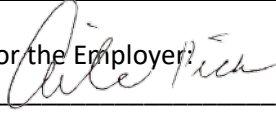
9/30/24

Appendix X: Base Wages

	Current	First Year		Second Year		
		First Half	Second Half	First Half	Second Half	
ALL Hourly Classifications	-	<i>half year increase</i> →	\$0.50	\$0.50	\$0.50	<i>Step increase</i>
0 – 2000.99	\$ 18.00	\$24.00	\$24.50	\$25.00	\$25.50	↓
2001 – 4000.99	\$ 18.00	\$24.50	\$25.00	\$25.50	\$26.00	\$0.50
4001 – 6000.99	\$ 18.00	\$25.00	\$25.50	\$26.00	\$26.50	\$0.50
6001 – 8000.99	\$ 18.00	\$25.50	\$26.00	\$26.50	\$27.00	\$0.50
8001 – 10000.99	\$ 18.00	\$26.00	\$26.50	\$27.00	\$27.50	\$0.50
10001 – 12000.99	\$ 18.00	\$26.50	\$27.00	\$27.50	\$28.00	\$0.50
12001 – 14000.99	\$ 18.00	\$27.00	\$27.50	\$28.00	\$28.50	\$0.50
14001 – 16000.99	\$ 18.00	\$27.50	\$28.00	\$28.50	\$29.00	\$0.50
16001 – 18000.99	\$ 18.00	\$28.00	\$28.50	\$29.00	\$29.50	\$0.50
18001 – 20000.99	\$ 18.00	\$28.50	\$29.00	\$29.50	\$30.00	\$0.50
20001 +	\$ 18.00	\$29.00	\$29.50	\$30.00	\$30.50	\$0.50

Daily Respite Care (\$5151)	-	<i>half year increase</i> →	\$5.00	\$5.00	\$5.00
0 – 2000.99		\$240.00	\$245.00	\$250.00	\$255.00

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

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date: 09/23/2024	Date: 9/30/24

SEIU 775 – CDAK
 2024 CBA Negotiations
 CDAK Counter Proposal 3 – 9/23/24



Appendix X: Habilitation

	First Year	Second Year	
ALL Hourly Classifications			Step increase
0—4000.99	\$25.50	\$26.00	↓
4001—8000.99	\$26.00	\$26.50	\$0.50
8001—12000.99	\$26.50	\$27.00	\$0.50
12001—16000.99	\$27.00	\$27.50	\$0.50
16001+	\$27.50	\$28.00	\$0.50

Appendix X: Respite, PCA, Chore

	First Year	Second Year	
ALL Hourly Classifications			Step increase
0—4000.99	\$20.50	\$21.00	↓
4001—8000.99	\$21.00	\$21.50	\$0.50
8001—12000.99	\$21.50	\$22.00	\$0.50
12001—16000.99	\$22.00	\$22.50	\$0.50
16001+	\$22.50	\$23.00	\$0.50



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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 09/23/2024	Date: 9/30/24

Base Wages

		<u>First Year</u>		<u>Second Year</u>		
		<u>(Aug. 1, 2024)</u>	<u>(Dec. 31, 2024)</u>	<u>First Half</u>	<u>Second Half</u>	
		<u>First Half</u>	<u>Second Half</u>			
		<u>Current</u>				
<u>ALL Hourly Classifications</u>			→ \$0.00	\$0.50*	\$0.00	<u>Step increase</u>
0	<u>0—2000.99</u>	\$23.75	\$23.75	\$24.25	\$24.25	↓
1	<u>2001—4000.99</u>	\$24.25	\$24.25	\$24.75	\$24.75	\$0.50
2	<u>4001—6000.99</u>	\$24.75	\$24.75	\$25.25	\$25.25	\$0.50
3	<u>6001—8000.99</u>	\$25.25	\$25.25	\$25.75	\$25.75	\$0.50
4	<u>8001—10000.99</u>	\$25.75	\$25.75	\$26.25	\$26.25	\$0.50
5	<u>10001—12000.99</u>	\$26.25	\$26.25	\$26.75	\$26.75	\$0.50
6	<u>12001—14000.99</u>	\$26.75	\$26.75	\$27.25	\$27.25	\$0.50
7	<u>14001—16000.99</u>	\$27.25	\$27.25	\$27.75	\$27.75	\$0.50
8	<u>16001—18000.99</u>	\$27.75	\$27.75	\$28.25	\$28.25	\$0.50
9	<u>18001—20000.99</u>	\$28.25	\$28.25	\$28.75	\$28.75	\$0.50
10	<u>20001+</u>	\$28.75	\$28.75	\$29.25	\$29.25	\$0.50

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

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date: 09/23/2024	Date: 9/30/24

SEIU 775 – CDAK
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Daily Respite Care (\$5151)	-	<i>half year increase →</i>	<u>\$5.00</u>	<u>\$5.00</u>	<u>\$5.00</u>
<u>0 - 2000.99</u>		<u>\$240.00</u>	<u>\$245.00</u>	<u>\$250.00</u>	<u>\$255.00</u>



*Note: The wage scale increases annually by \$0.50 or by the annual inflationary rate adjustment determined by the Alaska Department of Health, whichever is greater.

No employee will suffer a pay reduction as a result of implementing the wage scale.

Appendix X: Habilitation

	<u>First Year</u>	<u>Second Year</u>	
		<u>\$1.25</u>	
ALL Hourly Classifications			<i>Step increase</i>
<u>0 - 2000.99</u>	<u>\$26.00</u> <u>24.50</u>	<u>\$25.75</u> <u>27.25</u>	<u>↓</u>
<u>2001-4000.99</u>	<u>\$24.75</u> <u>26.25</u>	<u>\$26.00</u> <u>27.50</u>	<u>\$0.25</u>
<u>4001 - 6000.99</u>	<u>\$25.00</u> <u>26.50</u>	<u>\$26.25</u> <u>27.75</u>	<u>\$0.25</u>
<u>6001-8000.99</u>	<u>\$25.25</u> <u>26.75</u>	<u>\$26.50</u> <u>28.00</u>	<u>\$0.25</u>
<u>8001 - 10000.99</u>	<u>\$25.50</u> <u>27.00</u>	<u>\$26.75</u> <u>28.25</u>	<u>\$0.25</u>
<u>10001 - 12000.99</u>	<u>\$25.75</u> <u>27.25</u>	<u>\$27.00</u> <u>28.50</u>	<u>\$0.25</u>
<u>12001 +</u>	<u>\$26.00</u> <u>27.50</u>	<u>\$27.25</u> <u>28.75</u>	<u>\$0.25</u>

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: <u>09/23/2024</u>	Date: <u>9/30/24</u>



SEIU 775 – CDAK
 2024 CBA Negotiations
 CDAK Counter Proposal 3 – 9/23/24

Appendix X: Respite, Chore, PCA

	<u>First Year</u>	<u>Second Year</u>	
		\$1.25	
ALL Hourly Classifications			<u>Step increase</u>
<u>0 - 2000.99</u>	<u>\$23.50</u> 22.00	<u>\$24.75</u> \$23.25	<u>↓</u>
<u>2001-4000.99</u>	<u>\$23.75</u> 22.25	<u>\$25.00</u> 23.50	<u>\$0.25</u>
<u>4001 - 6000.99</u>	<u>\$24.00</u> \$22.50	<u>\$25.25</u> \$23.75	<u>\$0.25</u>
<u>6001-8000.99</u>	<u>24.25</u> \$22.75	<u>\$25.50</u> \$24.00	<u>\$0.25</u>
<u>8001 - 10000.99</u>	<u>\$4.50</u> 3.00	<u>\$5.75</u> 4.25	<u>\$0.25</u>
<u>10001 - 12000.99</u>	<u>\$4.75</u> 3.25	<u>\$26.00</u> 24.50	<u>\$0.25</u>
<u>12001 +</u>	<u>\$25.00</u> 23.50	<u>\$26.25</u> 24.75	<u>\$0.25</u>

The wage scale goes into effect on xxxx.

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


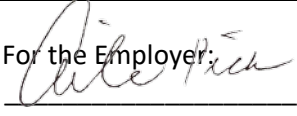
Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: 09/23/2024	Date: 9/30/24

SEIU 775 – CDAK
 2024 CBA Negotiations
 CDAK Counter Proposal 3 – 9/23/24

Appendix X: Habilitation

	<u>First Year</u>	<u>Second Year</u>	
		<u>\$1.25</u>	
ALL Hourly Classifications			<u>Step increase</u>
<u>0 - 2000.99</u>	<u>\$25.75</u>	<u>\$27.00</u>	<u>↓</u>
<u>2001-4000.99</u>	<u>\$26.00</u>	<u>\$27.25</u>	<u>\$0.25</u>
<u>4001 - 6000.99</u>	<u>\$26.25</u>	<u>\$27.50</u>	<u>\$0.25</u>
<u>6001-8000.99</u>	<u>\$26.50</u>	<u>\$27.75</u>	<u>\$0.25</u>
<u>8001 - 10000.99</u>	<u>\$26.75</u>	<u>\$28.00</u>	<u>\$0.25</u>
<u>10001 - 12000.99</u>	<u>\$27.00</u>	<u>\$28.25</u>	<u>\$0.25</u>
<u>12001 +</u>	<u>\$27.25</u>	<u>\$28.50</u>	<u>\$0.25</u>

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



<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: 09/23/2024	Date: 9/30/24

SEIU 775 – CDAK
 2024 CBA Negotiations
 CDAK Counter Proposal 3 – 9/23/24

Appendix X: Respite, Chore, PCA

	<u>First Year</u>	<u>Second Year</u>	
		<u>\$1.25</u>	
ALL Hourly Classifications			<u>Step increase</u>
<u>0 - 2000.99</u>	<u>\$22.25</u>	<u>\$23.50</u>	<u>↓</u>
<u>2001-4000.99</u>	<u>\$22.50</u>	<u>\$23.75</u>	<u>\$0.25</u>
<u>4001 - 6000.99</u>	<u>\$22.75</u>	<u>\$24.00</u>	<u>\$0.25</u>
<u>6001-8000.99</u>	<u>\$23.00</u>	<u>\$24.25</u>	<u>\$0.25</u>
<u>8001 - 10000.99</u>	<u>\$23.25</u>	<u>\$24.50</u>	<u>\$0.25</u>
<u>10001 - 12000.99</u>	<u>\$23.50</u>	<u>\$24.75</u>	<u>\$0.25</u>
<u>12001 +</u>	<u>\$23.75</u>	<u>\$25.00</u>	<u>\$0.25</u>

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<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
	
Date:	Date:
09/23/2024	9/30/24