

Tentative Collective Bargaining Agreement

between

SEIU 775

and

All Ways Caring Alaska

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ARTICLE 1: RECOGNITION

SECTION 1.1 RECOGNITION

The Employer, Southern Home Care Services, INC. D/B/A All Ways Caring Home Care, (“AWC” or “All Ways Caring” or “the Employer”), recognizes SEIU 775 as the sole and exclusive bargaining agent for all full-time, regular part-time and PRN home care, direct care, personal care, companion services, homemaking services, respite, live-in care, and non-supervisory licensed practical nurse employees providing personal care, respite, habilitative (excluding family home habilitation under Section 1.3 and group home staff), supported employment, and other direct care services employed by the Employer in the State of Alaska; excluding all other employees, registered nurses, professional employees, managerial employees, office clerical employees, confidential employees, and guards and supervisors as defined in the Act.

SECTION 1.2 ACCRETION

The Parties agree that, should AWC make new acquisitions of any companies that provide services covered by the above Recognition clause in the State of Alaska, that the terms and conditions set forth herein shall apply to covered employees of such acquisitions, and the employees shall be merged into the bargaining unit. The Parties agree to bargain the impacts of such bargaining unit mergers as needed. Both parties acknowledge that employees not covered by the above Recognition clause employed by any affiliate or parent or subsidiary of AWC are explicitly excluded from this recognition article and the coverage of this Collective Bargaining Agreement absent specific amendment by the Parties.

SECTION 1.3 DOUBLE-BREASTING AND BARGAINING UNIT INTEGRITY

The Employer, its parent company(ies), and its subsidiaries shall not operate, nor in any way facilitate the operation of, any double-breasted home care or other direct care operations covered by the above Recognition clause in the State of Alaska, nor exclude direct caregivers covered by the above Recognition clause from the application of this Article, nor in any other way seek to erode the integrity of the bargaining unit recognized under this Agreement. However, it is understood and agreed by the Parties that the Company operates and will continue to provide family home habilitation or group home services to individuals with intellectual and/or developmental disabilities and that such services will remain outside the coverage of this Article and this Agreement.

ARTICLE 2: UNION MEMBERSHIP AND UNION SECURITY

SECTION 2.1 UNION MEMBERSHIP DUES

No later than ninety (90) calendar days following ratification of this Agreement, all present employees must, as a condition of continued employment, either (1) commence payment of regular monthly dues uniformly required of members or (2) pay a fair share representation fee.

All employees hired after the effective date of this Agreement must, no later than thirty (30) days following the first day of employment, as a condition of continued employment, either (1) commence

payment of regular monthly dues uniformly required of members or (2) pay a fair share representation fee.

SECTION 2.2 RELIGIOUS EXEMPTION

Any employee who claims a sincerely held religious objection to joining and financially supporting a 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 a nonreligious, nonlabor, 501(c)(3) charitable organizations of the employee's choice. Such employees shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 2.1 of this Article. Failure to satisfy this alternative payment shall result in discharge from employment, pursuant to Section 2.3. 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 2.3 DISCHARGE FOR FAILURE TO MEET OBLIGATIONS

Failure of any employee to comply with Sections 2.1 or 2.2 shall, upon written request of the Union, 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 2.3, and (c) of what action the employee must take to come into compliance with Section 2.1.

SECTION 2.4 MEMBERSHIP FORMS

The Employer agrees to distribute SEIU 775 membership forms with the basic employment paperwork required by the Employer. All membership forms completed by an employee and returned to the Employer will be forwarded to the Union by the Employer, keeping a copy for the Employer and sending originals to the Union within fifteen (15) calendar days of the Employer's receipt of the form. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) calendar days of execution of this Agreement, and thirty (30) calendar days before the effective date of any change. The Union and the Employer shall work together to ensure that all employees are aware of their obligations around union security, and to provide the Union's membership form to all bargaining unit employees following ratification of this Agreement. The Union will indemnify and hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership fees, including the cost of defending against such claim or obligation.

SECTION 2.5 DUES AND FEES DEDUCTIONS – AUTHORIZATIONS RECEIVED BY EMPLOYER

The Employer agrees to deduct from each bargaining unit employee's pay all authorized dues, fees, and assessments as determined or required by the Union. For forms submitted directly by an employee to the Employer, the Employer shall make such deductions from the employee's paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union within ten (10) calendar days

after the end of each month by Automated Clearinghouse (ACH) Payment. The Employer shall provide the dues report (Section 2.10) accompanying the file payment. If the report is delayed the Employer will notify the Union when the report will be delivered.

SECTION 2.6 – POLITICAL ACCOUNTABILITY FUND – AUTHORIZATIONS RECEIVED BY EMPLOYER

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

SECTION 2.7 DUES AND FEES AND POLITICAL ACCOUNTABILITY FUND DEDUCTIONS – AUTHORIZATIONS RECEIVED BY UNION

The Union will provide a weekly file to the Employer containing which home care workers have provided a form to the Union affirmatively authorizing or ceasing authorization of the deduction of dues or fees and/or political accountability fund contributions. The weekly file to the Employer will include all signed authorizations. The Employer will deduct dues, fees, and/or political accountability fund contributions for any home care worker for whom it has received notice of authorized deduction directly from the employee or from the Union as soon as reasonably possible after receipt of the authorization forms. The Union will indemnify and hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of dues, fees, and/or political accountability fund contributions, including the cost of defending against such claim or obligation.

SECTION 2.8 ELECTRONIC OR DIGITAL SIGNATURE

The Union may use electronic or digital records for the authorization of Union membership, payroll deductions and other voluntary deductions, subject to the requirements of state and federal law. The Union understands the Employer may require additional authorization forms, as per its policies and procedures, to confirm the specific authorizations with paycheck deductions. The Union will indemnify and hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership dues and fees and any voluntary deduction authorized by the employee, including the cost of defending against such claim or obligation.

SECTION 2.9 BARGAINING UNIT INFORMATION

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), physical addresses, mailing addresses and email address on file with the Employer.

SECTION 2.10 DUES REPORT AND EMPLOYEE ROSTER

The Employer shall collect and provide an Employee Roster of all bargaining unit employees to the Union on a monthly basis. If the roster is delayed the Employer will notify the Union when the report will be delivered. This information shall be transmitted securely in a mutually agreeable format. The roster shall include, to the extent possible and available:

- Employee ID
- First Name
- Middle Name
- Last Name
- Social Security Number
- Primary Phone Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Address Type
- Mailing Address 1
- Mailing Address 2
- Mailing Address City
- Mailing Address State
- Mailing Address Zip
- Mailing Address Last Updated/Provided
- Physical Address 1
- Physical Address 2
- Physical Address City
- Physical Address State
- Physical Address Zip
- Physical Address Last Updated/Provided
- Personal Email
- Birthdate

- Gender
- Preferred Spoken Language
- Preferred Written Language
- Initial Hire Date
- Termination Date
- “Last” or “Most Recent” Rehire Date (if applicable)
- Wage rate

The Employer shall also provide a dues report no later than 10 days following the end of each month. Dues report shall include, to the extent possible and available:

- Employee ID
- First Name
- Middle Name
- Last Name
- Social Security Number
- Pay Date
- Pay Period HoursDues deduction amount
- Political Accountability Fund Deduction Amount
- Gross PayWork location

The Dues Report and the Employee Roster may be submitted as the same report at the discretion of the employer.

The Employer shall provide these reports in a common electronic format agreed upon by the Employer and the Union. The sum of the individual Union dues amounts in the Roster/Report shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster/Report shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

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

Prior to the transmission of the bargaining unit roster submitted to the Union, the Employer agrees to verify that the Employer’s records accurately reflect the membership status of each employee listed. The Employer shall identify any discrepancies between the dues report and its records.

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

SECTION 2.11 DATA SECURITY

In accordance with state and federal law, the Employer shall utilize the latest 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 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 release of any information about the entire bargaining unit, classification or branch. In no case will the Employer release information prior to notifying the Union.

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

ARTICLE 3: UNION RIGHTS

SECTION 3.1 WORKER REPRESENTATIVES, ADVOCATES

For purposes of representation, communication and mutual administration of the contract, the Union will designate these worker representatives from among its members employed by the Employer. The Union will notify the Employer in writing when a worker representative/advocate has been designated.

SECTION 3.2 WORKER REPRESENTATIVE PARTICIPATION

The Employer agrees to compensate designated advocates or worker representatives at their regular rate of pay for their involvement in certain defined labor relations activities. These activities are defined as participation on the Labor-Management Committee while during regular working time; actual time spent in grievance meetings provided that the advocate notifies the immediate supervisor(s) in advance; and other approved and regularly scheduled committees and work groups that benefit both the Union and the Employer by prior mutual agreement. Advocates shall have the obligation to inform their supervisors in advance when they will be

utilizing Advocate time, and shall follow all usual scheduling procedures to ensure client care coverage. The Union is responsible for reporting hours spent by workers during these activities within ten (10) calendar days of the event.

SECTION 3.3 UNION LEAVE

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

SECTION 3.4 HOME CARE ADVOCACY DAY

The Employer agrees to grant up to five percent (5%) of its bargaining unit employees, based on a first-come-first-served basis, two paid leave days each calendar year, as designated by the Union, for the general purpose of public action and advocacy to improve the quality of long term care. The Union shall designate in writing to the Employer the employees who are requesting such leave at least fourteen (14) calendar days in advance. Leave requests shall take client needs into consideration but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests.

Employees on paid leave for 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 employees who attend the designated advocacy days, to verify attendance for the Employer's purpose of paying leave within 14 calendar days following the designated advocacy day. Employees who requested leave, but whose attendance is not verified by the records provided to the Employer and who did not report to work shall be denied paid leave.

SECTION 3.5 BULLETIN BOARD

The Employer shall provide a bulletin board, in an area accessible to employees in each office for union postings. The Employer shall explore, where feasible, a computer terminal or kiosk with internet access for the use of employees during non-work times. The Labor Management Committee will make recommendations on how to proceed with implementation. Employees may utilize the company's fax machine at their local office to fax documents to the Union, with assistance from office staff, such assistance shall be mindful of confidentiality and not involve surveillance of union activities.

SECTION 3.6 NEW EMPLOYEE ORIENTATIONS

Representatives designated by the Union shall be permitted to attend the Employer's scheduled new employee orientations. The Union may make its presentation in person, via video conference, or by phone at the discretion of the Union. New employees will be paid by the

employer during these times. The Union shall have the right to make a thirty-minute presentation about the Union and answer questions to new hires scheduled at new employee orientations. The Employer will endeavor to provide forty-eight (48) hours' notice to the Union of meeting times and locations.

The Employer will, on a weekly basis, provide a list to the Union of all new hires which includes the employee's name, complete mailing address, home and cell phone number, include information in the Employer's new employee orientation materials. The Union shall have the right to include information in the Employer's new employee orientation materials. Such materials and/or information shall not be disparaging to the Employer. The Union will provide adequate copies of all documents it wants so included.

Should the Employer offer in-person or live remote trainings in addition to orientations, the Union shall have the right to have fifteen (15) minutes to make a presentation about the Union at that training. During such time the new employee shall be on regular work time. The Union shall have the right to include information for all new employees in the Employer's orientation materials, including but not limited to union contract and membership card, the latter item shall be included by the Employer for all bargaining unit employees. Such materials and/or information shall not be disparaging to the Employer.

SECTION 3.7 ACCESS TO EMPLOYER PROPERTY (OFFICE)

The Employer agrees to admit to its offices the authorized representative(s) of the Union for the purposes of adjusting grievances, meeting with employees or Employer representatives and conducting other Union business. Such authorized representatives shall only have access to non-work or other designated areas on the Employer's property. The Union shall advise the Employer in advance of the names and contact information for authorized union representatives. All authorized representatives must check in with a member of management while on Employer property. In accordance with the Employer's policies, the Union may use designated meeting rooms of the Employer for meetings of members of the bargaining unit for reasonable use in the adjustment of grievances, provided sufficient advance request for meeting facilities is made to the designated Employer representative, and that space is available.

SECTION 3.8 ACCESS TO EMPLOYEE'S FILES

Consistent and in accordance with applicable state law the employee, with or without his/her/their representative, may examine in the presence of a manager the employee's permanent personnel files, or obtain a copy upon the employee's written request. Only appropriate information shall be maintained in an employee's personnel file. Employees may request that a document be removed from their personnel file. The Employer retains full discretion in determining whether the request is granted. Disputes regarding documents placed in the employee's permanent personnel file are subject to the Grievance Procedure as stated in

Article 10.

SECTION 3.9 PAYCHECK DISTRIBUTION AND TIMESHEET DROP-OFF

Union representatives may be present at in-person paycheck distributions or timesheet drop-offs. The Employer will not be expected to pay representatives for their time/presence at in-person paycheck distributions.

SECTION 3.10 EXECUTIVE BOARD MEMBERS

The Union will provide the Employer written notice of any bargaining unit employees serving as a Union Executive Board Member.

ARTICLE 4: EQUAL OPPORTUNITY & NON-DISCRIMINATION

SECTION 4.1 EQUAL OPPORTUNITY

The Employer is committed to promoting a workplace that is free of discrimination. The Employer agrees that qualified applicants for employment will be considered without regard to race, color, ethnicity, physical and/or mental disability, marital status, national origin, citizenship status, tribal status, gender identity, gender expression, genetic information, ancestry, pregnancy status, gender or sex, sexual orientation, age, religion, veteran status, political affiliation/belief, Union membership and protected activities, or other characteristics or considerations made unlawful by federal, state or local law or by Department of Health (DHS) agency regulations. The Employer further agrees that it shall not discriminate in terms or conditions of employment on the basis of the aforementioned characteristics (except for bona fide occupational qualifications or client preference).

The parties are committed to equal opportunity employment. Employees, supervisors, clients and members of the public share responsibility for maintaining an environment of fairness, dignity and respect.

SECTION 4.2 ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICIES

The Employer has established anti-harassment and anti-discrimination policies that are compliant with state and federal law. The establishment of these policies will be in conjunction with the Labor Management Committee (Article 12 of this Agreement). These policies shall include a complaint procedure, including non-retaliation and confidentiality policies. Such policies shall be made readily available to employees in the employee handbook and shall be updated as needed or as required by law. The Employer shall also no less than once annually provide an in-service to employees regarding the anti-harassment and anti-discrimination policies and procedures.

SECTION 4.3 PRIVACY RIGHTS

The Employer shall comply with all applicable federal, state and local regulations with respect to the privacy rights of its employees.

ARTICLE 5: CLIENT RIGHTS

The Employer and the Union are committed to quality care of clients and ensuring the comfort and individualized care needed by clients. It is the right of clients, in the privacy of their home, to choose the caregiver with whom they feel the most comfortable. The Employer will uphold and support client rights. If a client wishes to change caregivers, for any reason, the Employer will respect the right of the client to do so. If a client chooses to change caregivers, the caregiver who is being unscheduled shall be eligible for another client(s) or equivalent hours as available. The Employer will make a good faith effort to provide support for a successful caregiving relationship, if in the judgment of the Employer the regularly scheduled caregiver might succeed with the client if either or both the client and/or caregiver is guided with some coaching. At the discretion of the parties, the Employer and the Union may explore through the Labor Management Committee methods of coaching, counseling or mediation to assist generally in the resolution of client/caregiver conflicts to help ensure consistent service delivery with minimal worker reassignment.

ARTICLE 6: PROBATIONARY PERIOD

The first ninety (90) calendar days of employment or re-employment shall be the probationary period for all new and returning employees. During this period the Employer shall provide specific orientation to the job performance expectations, to the agency and to the agency's services and programs, and to the people/clients served by the agency.

Supervisors shall monitor performance during this time and will provide appropriate feedback to the employee, to help the employee successfully complete the probationary period. If requirements of the job are not being met, the Employer shall clearly identify and encourage the Employee to correct performance issues and confirm their understanding of the issue(s). If satisfactory improvement does not result, the probationary employee may be disciplined or terminated at the sole discretion of the Employer without further notice or recourse to the grievance procedure. The discipline or discharge of an employee who is in probationary status shall not be in violation of the Agreement. Probationary employees are covered by the terms and conditions of this Agreement except as specifically noted and retain the same legal rights as other employees under the National Labor Relations Act and applicable local, state and Federal laws.

ARTICLE 7: SENIORITY

Seniority shall be defined as the employee's original date of hire with the Employer or predecessor employers acquired by the Employer. Continuous service shall be defined as no break in service for longer than one month with the exception of the following: a Union-related leave of absence, military duty, leave under the Family Medical Leave Act or any other extended leave approved by an Employer, background check, or APS investigation. Seniority shall be used to determine entitlement to or accrual of other benefits as described in this agreement and in all cases job openings, job assignment, promotion, transfer, layoff, recall, paid time off preference, shift or schedule change. In the event the Employer is unable to assign an employee a work assignment for more than one month, however the employee is actively seeking hours, the employee will not lose their seniority.

ARTICLE 8: LAYOFF & RECALL

SECTION 8.1 LAYOFFS

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

If layoffs are required, the least senior employee(s) shall be laid off first provided that those employees remaining on the job are qualified to perform the work remaining, and provided further that the Employer is not required to reassign an employee to a work assignment requiring more than fifteen (15) minutes additional travel time (by auto) between clients. An employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required or if the additional assignment(s) results in more than twenty (20) minutes travel time (by auto) from the employee's home to the first client of the day or from the last client of the day back to the employee's home. The Employer agrees to provide two (2) weeks' notice of a layoff to affected employees and shall endeavor to provide as much notice as possible.

SECTION 8.2 RECALL

Employees who are laid off shall be eligible for recall for two (2) years from date of layoff. Employees shall be recalled in the order of seniority (the most senior being recalled first) provided that those recalled are qualified to perform the work assigned. Employees may be recalled to work at any client within a fifteen (15) mile radius of the employee's residence. To be eligible for recall a laid-off employee must keep the Employer informed of his/her/their current address and phone number. The Employer shall notify laid-off workers of recall by phone contact and by certified letter. When offered re-employment from layoff, the employee

must indicate acceptance and availability for work within five (5) days of receipt of letter unless unusual circumstances prohibit return within that time period. Employees failing to respond and return within the above time frame, or as mutually agreed in writing, shall be considered as tendering their resignation from employment.

ARTICLE 9: DISCIPLINE AND DISCHARGE

SECTION 9.1 JUST CAUSE STANDARD

Non-probationary employees may only be disciplined or discharged for just cause. Probationary employees may be disciplined and discharged without just cause. Disciplinary action shall be conducted through the recognized line of supervision or their designee(s).

Discipline shall be for the purpose of improving performance. Progressive discipline shall be used in disciplinary matters except in situations when the nature of the offense is cause for immediate discharge, such as serious misconduct, as defined by Employer's policies. In addition, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense in accordance with the provisions of just cause.

SECTION 9.2 PROGRESSIVE DISCIPLINE

Except in the case of an offense which warrants suspension or discharge on the first offense, and offenses for which specific discipline is prescribed by statute or regulation, the Employer shall follow the principles of progressive discipline. Disciplinary action will usually include:

1. Documented Verbal Warning
2. First Written Warning
3. Second Written Warning
4. Final Written Warning
5. Suspension
6. Discharge

The contractual right to contest discipline is set forth in Article 10, Dispute Resolution Procedure. In the event a disciplinary suspension of an employee is determined by the Employer to be the appropriate level of discipline, the period of suspension following the determination shall not exceed five (5) calendar days. For all discipline less than a final written warning, twelve (12) months without any disciplinary action will result in the last step being removed from consideration in progressive discipline. Eighteen (18) months without any disciplinary action will

result in all previous discipline being removed from consideration in progressive discipline. For

final written warnings, eighteen (18) months without any disciplinary action will result in the final written warning being removed from consideration in progressive discipline, and twenty-four (24) months without any disciplinary action will result in all previous discipline being removed from consideration in progressive discipline.

SECTION 9.3 RESPECTFUL COMMUNICATION

Communications between supervisors and employees are expected to be respectful, and discipline shall be, in general, directed at correcting performance problems. The Employer will not impose discipline in the presence of other employees, consumers, or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others. The Employer will impose discipline for minor infractions within ten (10) working days of discovery.

SECTION 9.4 ADMINISTRATIVE LEAVE

An employee may be placed on administrative leave, removed from client services or be reassigned while an investigation is being conducted; if the Employer determines the nature of the allegations require the employee to be placed on leave or removed from client services and/or if an outside agency investigation requires that the employee be removed from client services. In cases of alleged client abuse or neglect, the employee may be reassigned only with the employee's consent; otherwise, administrative leave will be used. The Employer shall not be required to reassign such employees until the conclusion of the Employer's investigation. In cases where an outside agency is investigating allegations of abuse, neglect or serious employee misconduct, it shall be the responsibility of the employee to inform the Employer when such time as they have been made aware by the outside agency that the investigation has been completed and the outcome of such investigation. If this notification does not or cannot take place within ninety (90) days, the Employee shall be administratively terminated but eligible for rehire if exonerated. An Employee who is administratively terminated under this provision will be paid any accrued PTO upon termination.

An Employee placed on Administrative Leave, and who is subsequently exonerated and/or reinstated/rehired and provides written proof of such exoneration to the Employee's supervisor within seven (7) days of receipt of such exoneration, shall receive back compensation of up to

sixty (60) days at the employee's regular rate, reduced by the amount of unemployment insurance benefits received by the employee and any leave without pay utilized by the employee during the term of their suspension. To be eligible for back compensation, the employee shall be required to apply for unemployment insurance benefits and shall provide to the Employer documentation from the unemployment agency showing payments received by the employee

during the administrative leave. The employee shall be notified by the employer of this requirement in writing at the time of the suspension. If this notice cannot be provided in the employee's language of choice, they will be referred to the Union's Member Resource Center. Any back compensation received by the employee will be determined based on the average number of hours worked per week by the employee for the preceding ninety (90) days prior to placement of the employee on Administrative Leave and will only be determined after resolution of the unemployment insurance administrative process. If it is determined that the employee is to be discharged based on the allegations, the Employer will not be required to pay any back compensation. If the suspension and reinstatement is less than ten (10) business days, employees will receive back compensation at their regular rate of pay.

In any case, the employee may use accrued, earned leave as a substitute for leave without pay.

9.4.1 PROCEDURE FOR ABUSE AND NEGLECT CASES

Employees who commit abuse or neglect (hereinafter "abuse") which is proved by an investigating state regulatory agency or by an investigation duly performed by the Employer, may be terminated immediately. The Parties recognize, however, that compelling evidence of abuse is sometimes difficult to obtain. Accordingly, the Parties adopt the following standard. The Union and the Employer agree that any charge of abuse shall be reported to the appropriate state or local authorities as required by law. Any employee accused of abuse may be placed on administrative leave pending the results of any such governmental investigation.

In the event a governmental agency investigates a report of abuse/neglect and reaches a conclusion upon the allegations, the Employer's disciplinary decision, if any, shall be influenced by such conclusion. If an investigating agency should conclude there was sufficient evidence to confirm a charge requiring termination of the employee, the employee shall be terminated, and such termination shall be without any recourse to arbitration. In such case, the terminated employee shall not be entitled to payout of the employee's PTO.

If an investigating agency should find the charge to be unfounded, the employee shall be

reinstated and compensated in accordance with the procedures in Article 9.4.

Without prejudice to timeliness, the Parties may agree in writing to hold the grievance in abeyance, pending the outcome of any conclusive action by the regulatory body.

SECTION 9.5 REPRESENTATION DURING INVESTIGATORY MEETINGS

As a courtesy, the Employer shall inform employees who are subject to discipline that the employee has the right to request that a Union Advocate or representative be present during a disciplinary or investigatory meeting. Such meetings shall be held so as not to interfere with the

operation of the Employer and shall involve an available representative if the employee so requests. If during an investigatory meeting the employee needs interpretation, the employer will direct the employee to the Union's Member Resource Center. If a representative is available, the meeting shall not be postponed. The meeting shall not be unduly delayed if no representative is available and, in any event, will occur within two (2) business days from the time the employee requests representation. Representation via telephone or video conference shall be facilitated if requested by the Union and available to the Employer. The Employer shall provide copies of all disciplinary notices to the Union's Member Resource Center and designated representative at or following the meeting. A disciplinary notice provided to the employee shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice:

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

SECTION 9.6 INVESTIGATION TIMELINE

Discipline will be imposed promptly after discovery of the offense and Employer investigation. Investigations shall be given priority and shall not be delayed except for circumstances beyond the Employer's control (for example, a key witness is on vacation).

In the event an investigation is unable to be completed within fifteen (15) working days, the Employer shall notify the Union representative (unless declined pursuant to Section 5 above) and the affected employee concerning the basis for the delay, the efforts the Employer is making to resolve the delay, and an expected time for the resolution of the investigation.

SECTION 9.7 INSUBORDINATION

It is the Parties' intent that employees "work first, grieve later" when faced with an instruction with which they disagree. Refusal to follow such instructions, unless unlawful or imposing an imminent risk of substantial harm, shall be considered insubordination. Employees may request that their assignment despite objection be noted for the personnel records.

ARTICLE 10: GRIEVANCE PROCEDURE

SECTION 10.1 RESOLUTION OF DISPUTES

10.1.1 GENERAL

A grievance is defined as a violation of the Collective Bargaining Agreement or past practices, or a dispute regarding the interpretation of the Agreement. Employees shall be required to use this

Grievance and Arbitration procedure in lieu of the Employer's Internal Dispute Resolution Process, except that employees are encouraged to discuss issues and concerns with their direct supervisor. Should differences arise between the Employer and the Union as to the interpretation of this Agreement, it is the intent of the Union and the Employer that this grievance procedure shall provide the exclusive means of resolving all grievances of employees, including to all claims related to employment or separation from employment. The Union and the Employer shall have the right to agree to grievance resolutions or settlements which may be precedential or may be agreed to be non-precedential. The Union retains the exclusive right to advance a grievance to arbitration. The parties may conduct meetings in person, by phone, or video conference, or may waive meetings by mutual agreement.

An employee who attends meetings outside of scheduled working hours shall be paid for the time spent at their normal rate of pay.

10.1.2 LIMITATIONS ON GRIEVANCES

Oral counseling/verbal warnings shall not be subject to the arbitration procedure. Written counseling/warnings may be grieved but cannot be taken beyond Level 2; instead, employees may place a letter of rebuttal in their file to any verbal or written discipline with which they disagree. Suspensions, terminations, allegations of unlawful discrimination or grievances affecting groups of members or filed in the institutional interest of the Union shall be submitted directly to Level 2.

10.1.3 TIMELINESS

The purpose of time limits within the grievance procedure is to ensure the swift resolution of disputes. The Employer and the Union encourage the speedy resolution of issues or problems at the lowest level possible, without recourse to the formal grievance procedure whenever possible without violating the terms of this Agreement. Time limits may be extended or waived at any step of the grievance procedure by mutual written agreement of the Parties. Failure of the Union to advance a grievance to the next level within the timeframes contemplated herein shall cause the grievance to be considered denied and/or settled and no arbitrator shall have the authority to render any decision on that grievance. The party awaiting a response at any step may advance the grievance to the next step once the time limits have expired. The Union may withdraw a grievance at any step in the grievance procedure. The Parties agree the grievance may be resolved at any stage of the grievance process provided that all appeals are timely. The parties may waive meetings, conduct meetings by phone or video conference by mutual agreement. Email shall be valid notification under this article.

SECTION 10.2: EMPLOYEE REPRESENTATIVES OR ADVOCATES

Representatives appointed by the Union from among the employees shall be recognized by the

Employer in their official capacity as steward or representative of employees. The Union shall determine the assignment of worker representatives or Union officers or staff for processing grievances.

SECTION 10.3 GRIEVANCE PROCEDURE

The grievance steps shall be as follows:

10.3.1 LEVEL 1 GRIEVANCE

A grievance shall be submitted in writing at Level 1 to the Immediate Supervisor (or Designee) within thirty (30) calendar days of the occurrence giving rise to the grievance. The grievance shall state the nature and the date of the occurrence giving rise to the grievance, the Article(s) and the Section(s) of the Agreement on which the grievance is based, and the relief or remedy sought.

The Union representative, employee, and the Level 1 Supervisor or Designee shall discuss the issue within ten (10) calendar days of receipt of the written grievance. An employee who is required to attend meetings outside of scheduled working hours shall be paid for the time spent at their normal rate of pay. The Level 1 Supervisor or Designee will issue a written decision within ten (10) calendar days of this meeting. Failure to do so will be deemed a denial of the grievance and will allow the Union to advance the grievance to Level 2. The Employer's response will propose a resolution of the grievance which may include but is not limited to: agreeing to the remedy proposed by the grievant or the Union; proposing a remedy other than that proposed by the grievant or the Union; or denying the grievance. The Employer's response shall be addressed to the grievant and/or the Advocate or Union Representative.

10.3.2 LEVEL 2 GRIEVANCE

If a satisfactory settlement is not reached at Level 1, the written grievance may be advanced by the Union in writing to the next higher designated manager at Level 2 within fifteen (15) calendar days after a decision has been issued or was due. The Union and the Employer shall discuss the issue within ten (10) calendar days of receipt of the written grievance. Meetings regarding the grievance shall be held in a mutually agreeable location, including by phone or video conference. Meetings shall be held during the scheduled hours of the grievant if reasonable. An employee who is required to attend meetings outside of scheduled working hours shall be paid for the time spent at their normal rate of pay.

The Level 2 Designee will issue a written decision or response within ten (10) calendar days of this discussion. Failure to do so will be deemed a denial of the grievance and will allow the Union to decide to advance the grievance to Level 3 or Level 4 (Mediation or Arbitration).

Discipline which constitutes a final written warning or reprimand, or higher level of discipline may be advanced by the Union to Level 3.

Mediation (Optional)

In the event the grievance is not resolved through the process at Level 1 or Level 2, the Union and the Employer may agree to mediate the grievance. Such notification must be sent to the Employer within fifteen (15) calendar days after the Level 2 Designee's decision has been issued or was due. Mediation shall be conducted by the Federal Mediation and Conciliation Service (FMCS) or such mediator as the Parties may mutually agree on a non-binding basis. Any grievance settlement reached in mediation, whether it represents a compromise between the Parties or a full granting or withdrawal of the grievance, shall be reduced to writing, signed by the Parties and shall be final and binding.

Any settlement offer made in the course of mediation shall be considered "off the record" and shall be inadmissible in any subsequent arbitration. The function of the mediator is to provide the Parties with possible win/win resolutions of the issue and to offer skilled advice as to what is likely to happen in an arbitration hearing in order to make a settlement of the grievance(s) more likely. The Parties will agree as to when the mediation conference occurs, balancing the need to expedite case resolution with the convenience of mediating multiple grievances at once when possible. The mediation shall be attended by representatives of the Employer and the Union with full authority to resolve the grievances to be mediated. Employees who attend mediation shall do so on unpaid time. Every effort will be made to conduct mediation discussions as concisely as possible.

The Parties shall bear their own costs for mediation. If a private mediator is used in lieu of FMCS by mutual agreement, the Parties will bear the cost of the mediator's services equally. If mediation is unsuccessful in resolving the grievance, or mediation is not selected as an option for resolution, the Union may advance the grievance to Level 4.

10.3.3 LEVEL 3 ARBITRATION

In the event the Parties are unable to resolve their differences at lower levels of the grievance procedure, the Union may notify the Employer in writing of its intent to arbitrate within thirty (30) calendar days of the mediation conference or the Level 2 response from the Employer. The parties shall utilize the expedited arbitration model under FMCS Guidelines.

SECTION 10.4 SELECTION OF ARBITRATOR

Within thirty (30) calendar days from the Union's notification of intent to arbitrate, except as mutually agreed otherwise, the Parties shall request FMCS to provide a panel of seven (7) arbitrators. The arbitrator shall be selected by alternate striking names from the panel of seven (7) until only one is left. This person shall become the arbitrator for the case.

The party requesting arbitration shall strike the first name. The party requesting arbitration shall notify the arbitrator within fourteen (14) calendar days of his or her selection. The Parties may

agree to provide post-hearing briefs upon a mutually agreeable schedule if requested by the arbitrator or jointly agreed; otherwise, the Parties will make closing arguments in lieu of briefs.

SECTION 10.5 BINDING DECISION

The decision of the arbitrator shall be binding and conclusive on both Parties. The arbitrator shall have no authority to modify or amend any part of this Agreement by his/her decision, nor shall the arbitrator decide any issue other than the one(s) formally submitted to him or her through the grievance and arbitration process. The expenses of the arbitrator including his or her time, travel, and miscellaneous expense shall be borne equally by the Parties. Each side shall be responsible for its own expenses including attorney's fees and witness expenses. Extensions of any time limits under this Article must be by mutual agreement and shall be reduced to writing.

SECTION 10.6 MEDIATION AND ARBITRATION LOCATIONS

Mediation conferences and arbitrations shall be held in mutually agreeable locations on a regular basis as needed.

SECTION 10.7 ELECTRONIC COMMUNICATIONS

Notifications of grievances as well as notifications of mediation and arbitration may be presented by either party in an email instead of in writing.

ARTICLE 11: VACANCIES AND ASSIGNMENT OF HOURS

SECTION 11.1 OPEN POSITIONS

The Employer's policy is to seek to promote from within prior to recruitment from outside the agency. In order to ensure that all interested employees are advised of employment opportunities including client assignments and fill-in work, job announcements for vacant opportunities will be posted on bulletin boards designated by the Employer and will be provided electronically.. In addition, information about all job vacancies will be available to employees by calling the office, if feasible.

All regular full and part time vacancies will be posted and filled in accordance with the non-discrimination provisions of this Agreement.

SECTION 11.2 ASSIGNMENT OF HOURS

Should an existing employee indicate interest in filling a permanent or temporary vacancy for client care covered by this agreement, the Employer will endeavor to expedite the process to obtain client approval. Should the client approve services from the employee the Employer shall endeavor to expedite the process and paperwork to allow the employee to begin providing services to the client.

The principle of client choice shall be the determinative factor for assignment of worker(s). The Employer may also develop other ways to notify workers of available client hours and will work with the Labor Management Committee to implement improvements.

SECTION 11.3 WORKING FOR MULTIPLE OFFICES

The Employer shall permit qualified employees to work for clients assigned to different All Ways Caring offices in Alaska, so long as the client approves of the match and other Employer policies are adhered to.

ARTICLE 12: LABOR-MANAGEMENT COMMITTEE

SECTION 12.1 PURPOSE

The Employer and the Union shall establish a Labor-Management Committee (LMC). The purpose of the Committee shall be to consider matters affecting the relations between the Employer, the Union, and the employees, and to recommend measures to improve client care in the Employer's operations in specific and in the industry in general; provided, however, the Committee shall not engage in negotiations, nor shall the Committees consider matters properly the subject of a grievance unless mutually agreed by the Parties.

SECTION 12.2 COMPOSITION, SCHEDULE AND PROCESS

The Committee shall be composed

of up to six (6) Union representatives and number of representatives of management as determined by the Employer, as long as the number of management representatives are not greater in number than employee representatives. In addition, the President or Executives of the organizations, or their designees may attend the meetings.

Other provisions for this Committee are as follows:

- A. The Committee shall be co-chaired by one of the Union representatives and one of the Employer representatives. The Committee may also decide to rotate facilitation of meetings or have meetings by video-conference. The Committee may meet quarterly, but no less than twice per calendar year, at a time mutually convenient to the Union and the Employer.
- B. The Union and the Employer co-chairs will prepare an agenda to be presented to the Committee prior to the scheduled meeting. If Employee Committee members provide at least seven (7) business days advance notice of the need to participate in a committee meeting, the Employee will be paid their regular rate of pay for time spent in any committee meeting if such time coincides with any scheduled hours of work that the worker foregoes by service on the Committee.

- C. The Union and the Employer shall pay any travel expenses for the participation of their respective representatives. Travel time to committee meetings will not be considered “hours worked” for purposes of wages or for any other purpose.
- D. Subject to the seven (7) business days advance notice noted above, Employee Committee members will be paid their regular rate of pay for time spent in the Committee Meeting that coincides with any scheduled hours of work that the worker foregoes by service on a committee. Such paid leave time shall be counted as “hours worked” and credited towards the employee’s Cumulative Career Hours and will be reported for purpose of health care eligibility.
- E. Minutes of the meetings will be presented to the Employer and the Union within thirty (30) calendar days after the meeting of the LMC or at the following LMC meeting by agreement.

The LMC will address each recommended agenda item in writing within thirty (30) business days to the members of the Committee. Should any item(s) be referred to the Executive Director or to another body, such person(s) shall report decisions or actions to the LMC within one month.

SECTION 12.3 CONTRACT

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

SECTION 12.4 EMPLOYEE HANDBOOK

Should the Employer modify an existing Employee Handbook (separate from this Agreement), the Employer shall allow the Labor Management Committee an opportunity to review the Handbook changes.

SECTION 12.5 SAFETY

The Employer shall implement a plan to prevent and protect employees from abusive conduct, to assist employees working in environments with challenging behaviors, and work to resolve issues impacting the provision of personal care. This plan should be reviewed annually and updated at least once every three years. The plan shall be developed and monitored by the Labor Management Committee.

ARTICLE 13: HEALTH AND SAFETY SECTION

SECTION 13.1 RIGHT TO SAFE WORKING CONDITIONS

The Employer agrees to comply with all federal, state, and local laws to provide working conditions that are safe. The Employer may, in its discretion and with recommendations from the Safety Committee, establish safety and health rules. The Employer may discipline an employee for their failure to adhere to the Employer's safety and health rules.

SECTION 13.2 SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT SUPPLIES

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

SECTION 13.3 CLEANING EQUIPMENT AND SUPPLIES

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

SECTION 13.4 IMMEDIATE DANGER TO HOME CARE WORKER

Any employee who believes in good faith that his/her/their health and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a supervisor. Such situations include: bodily harm to the employee; threatening animals; fire hazards; threatening people in or around the client's residence; abusive behavior of the client to the employee; sexual harassment of the employee by the client or persons in the household; or any other situations that would be a threat to the employee's health or safety. If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services. The employee shall report the incident to his/her/their supervisor as soon as possible after leaving the assigned work location. If after review and investigation of the incident giving rise to the belief of imminent danger it is determined that the employee acted reasonably and promptly reported the incident to his/her/their supervisor, the employee shall be paid for his/her/their entire scheduled assignment, including all travel time and travel miles (except errands not performed) the employee would have been paid had the assignment been completed as scheduled. If the employee no longer serves the client, the Employer shall make

reasonable attempts to reassign the employee to another client in a timely manner. If the Employer continues to serve the client, any future employee assigned to that client shall be advised of any information related to the incident that would be relevant to the employee's safety before the newly assigned employee is required to begin the assignment. The Employer reserves the right to protect client confidentiality in the release of this information.

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

SECTION 13.5 NOTIFICATION/EDUCATION OF HEALTH AND SAFETY POLICIES

The Employer will, no less than once per year, in-service its employees on policies, plans and procedures for reporting health and safety concerns when they occur on the job.

SECTION 13.6 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

Notwithstanding any other provision of this Agreement to the contrary, the Employer may take any action that it, in its discretion, deems necessary to comply with the Americans with Disabilities Act.

ARTICLE 14: TIMESHEETS, PAY RECORDS, AND PAY PERIODS

SECTION 14.1 ELECTRONIC VISIT VERIFICATION

Use of EVV is legally-mandated for certain functions. When an employee does not have a data-compatible phone or lives or provides service in an area without data service, the Employer will provide an alternative to EVV, such as a fob or IVR (Interactive Voice Response).

Employees using EVV will be offered a means to correct their records in the event that the EVV doesn't work at all or doesn't accurately record time or pay. This method to correct EVV mistakes or malfunctions shall be consistent across offices.

SECTION 14.2 PAY-PERIOD

Pay periods shall be from the 1st to the 15th and from the 16th to the end of each month. Payment of wages shall be twice per month on the 10th and the 25th of each month unless such a pay schedule is altered by agreement between the Parties. Employees shall have twenty-four (24) hours between the end of a pay period and the due date for service delivery records. The Employer shall accept service delivery records by mail, fax, or by drop box at each office. The Employer shall provide postage-paid envelopes to any employee that requests one to mail in a service delivery record. Should a service delivery record be turned in late, the Employer will still pay the employee based on a complete EVV punch submission whenever possible. Should an Employee fail to turn in the service delivery record on or by the date required, and does not have

complete EVV punch submissions, the Employee may not be paid until the next pay period except in the case of an emergency beyond the control of the employee.

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

SECTION 14.3 PAYSTUB

All Employees shall have access to their paystubs online for each pay period, which shall include the current hours worked, accrued time off for eligible employees, current wages earned, current wage rate, annual wages to date, and any regular itemized deductions, including any duly authorized dues and political accountability fund deductions, in accordance with the Employer's payroll procedures. By request, any employee can receive a regular mailed paper copy of their paystub each pay period. Payroll information provided to employees by the Employer shall be provided in a format that is clear and easily understood.

SECTION 14.4 CHECK CORRECTION

In the event an employee does not receive his/her/their paycheck on payday or is underpaid due to administrative error, a new check shall be issued within five (5) business days from the date of notification as long as the Employer is made aware of the problem on the pay date or the first business day following the pay date. If the underpayment is for a small amount, the Employer may ask the employee if the corrected amount may be paid on the next subsequent paycheck.

SECTION 14.5 DIRECT DEPOSIT AND PAPER CHECKS

Employees shall have the option of receiving payment through direct deposit or a paper check.

SECTION 14.6 ADVANCE PAYMENTS

Employees shall be able to access Daily Pay for the purpose of claiming earnings in advance, in accordance with Daily Pay's withdrawal rules. The Employer shall be responsible for submitting hours worked to Daily Pay within seventy-two (72) hours so that employees are able to access their funds.

SECTION 14.7 NOTIFICATION AND TRAINING

The Employer will offer optional training on the EVV system to all current employees upon request.

ARTICLE 15: LEAVES OF ABSENCE

SECTION 15.1 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 leaves of absence 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 15.2 UNPAID PERSONAL LEAVE OF ABSENCE

- A. An unpaid Personal Leave of Absence (PLOA) may be granted to employees in cases of a life-altering event or as an extension of another employer-provided leave. PLOAs will not be granted to attend school or other educational programs, or so that the employee may perform work for any other employer, including state and municipal entities, or as an independent contractor. Each situation is reviewed on a case-by-case basis and the granting of any PLOA shall be at the Employer's sole discretion but refusal shall not be unreasonably denied.
- B. All requests for a PLOA shall be in writing, and include sufficient documentation from which the Employer can evaluate the request and confirm the need for the PLOA. Any available PTO will run concurrently with a PLOA and must be used at the start of the PLOA. An approved PLOA assures the employee's continuation of employment, as long as the employee meets the conditions of the PLOA. PLOA's will be available for preauthorized

specific periods, up to a maximum of thirty (30) days. In extraordinary circumstances, the Employer may extend an approved PLOA an additional thirty (30) days.

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

SECTION 15.3 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.

15.3.1 MILITARY CAREGIVER LEAVE

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

SECTION 15.4 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 15.5 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 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 15.6 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 15.7: UNION LEAVE

A leave of absence without pay shall be granted to no more than four (4) caregivers per year and no more than three (3) 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 and the Employer approves the leave 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 ten (10) 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.

An employee on an approved Union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. The Union 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.

SECTION 15.8: BEREAVEMENT LEAVE

Employees are eligible for up to seven (7) days of unpaid bereavement leave for members of the employee's immediate family and five (5) days of unpaid funeral or bereavement leave for close relatives. Employees shall be able to use PTO during bereavement leave. For purposes of this bereavement leave policy, "immediate family" includes the employee's children, step-children or foster children or any other child living in the employee's household, parents or adoptive parents, parents-in-law, spouse or partner, grandparents, grandchildren, and siblings. "Close relatives" includes the employee's aunts, uncles, cousins, nieces, nephews, and siblings-in-law. To respect the diversity of family composition that employees may have, employees are trusted to self identify who constitutes a family member.

An employee requesting bereavement leave shall be allowed to utilize any available Paid Time Off that they have accrued and earned for bereavement leave. Employees may also request unpaid leave. Such requests shall not be unreasonably denied but remain in the sole discretion of the Employer.

Requests for unpaid bereavement leave may be granted in other circumstances. Additional unpaid bereavement leave of up to two (2) weeks may be granted, at the discretion of the Employer, for travel out-of-state or out of the country. The employee requesting such extended

bereavement leave shall be allowed to utilize any Paid Time Off that the employee has accrued and earned.

ARTICLE 16: HOLIDAYS

SECTION 16.1 HOLIDAYS QUALIFYING FOR PREMIUM PAY

The following days qualify as a holiday for the purposes of applying the holiday premium pay provisions of this Article, as noted below. Holidays qualifying for premium pay if assigned, approved, and worked:

- A. New Year's Day
- B. Thanksgiving Day
- C. Christmas Day

The Employer shall publish an annual list of the actual date of observance of the holidays listed above.

SECTION 16.2 HOLIDAY PREMIUM PAY – HOLIDAYS WORKED

Employees who are assigned to work for approved client hours on one of the holidays above, and who have specific authorization from a supervisor to provide services on the specified holiday, shall be paid one and one-half times (1.5X) their regular rate of pay for all hours worked on the holiday. If an employee is not assigned to work, does not receive supervisor approval to work, or does not work on the holiday, the employee shall not be paid the holiday premium pay. If the client or supervisor does not approve the employee to work on a holiday, the supervisor will make reasonable efforts to ensure that the employee is able to make up those hours on another day that week so the employee doesn't lose hours.

SECTION 16.3 LIMITED CLIENT SERVICES

The Employer reserves the right to designate, consistent with contracted service agreements, which clients will receive client services on one of the holidays for which the Employer pays holiday premium pay.

ARTICLE 17: TRAVEL PROVISIONS

SECTION 17.1 TRAVEL PAY AND MILEAGE

17.1.1 TRAVEL TIME

Employees shall be paid according to state and federal wage and hour law for travel between assigned work locations or clients. Caregivers shall be paid for time spent driving or travelling

with clients to appointments if transportation is authorized in the care plan.

17.1.2 TRAVEL REIMBURSEMENT

Employees who use public transportation between assigned work locations or for authorized errands shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly bus pass. Employees may be required to provide documentation of public transportation costs. Employees will be reimbursed for other forms of travel with prior approval.

17.1.3 MILEAGE REIMBURSEMENT

Effective upon ratification, employees driving their own vehicles for authorized client errands shall be reimbursed fifty (50) cents for mileage.

17.1.4 DISPUTES ABOUT REIMBURSEMENT

The Employer reserves the right to use Google Maps or similar distance measuring tools to determine whether claimed miles are reasonable. The Employer is not obligated to reimburse unreasonable reimbursement claims.

SECTION 17.2 INSURANCE AND DRIVER'S LICENSE

Employees shall at all times while on duty maintain a current valid driver's license and acceptable driving record under Employer policy if required to drive to assignments or while on assignments.

Employees at all times while on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the State of Alaska. The Employer shall require proof of sufficient liability insurance.

SECTION 17.3 DOCUMENTATION OF EXPENSES

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

SECTION 17.4 MOVING VIOLATIONS/PARKING TICKETS

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

ARTICLE 18: MEDICAL, DENTAL AND VISION BENEFITS

SECTION 18.1 ELIGIBILITY

All caregivers shall be eligible for the same benefits at the same time as other All Ways Caring employees and consistent with federal and state law. 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 concerning any new healthcare plan(s). The discussions shall include a review of the proposed plans, considering their impact on covered employees, cost-sharing arrangements, and any other relevant factors.

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

SECTION 18.2: FUTURE MEDICAL PLANS

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

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.

ARTICLE 19: PAID TIME-OFF

SECTION 19.1 ACCRUAL

All employees shall accrue one (1) hour of paid time off for every thirty-five (35) hours actually worked. Paid time off will accrue to a maximum of one hundred and twenty (120) hours. Once an employee has accrued one hundred and twenty (120) hours no additional paid time off will accrue until the employee has used Paid Time Off or has cashed out PTO hours.

Employees can never accrue more than one hundred and twenty (120) hours at any one time.

Employees shall accrue, but not be able to use, paid leave during their probationary period.

SECTION 19.2 USE OF PAID TIME AND SCHEDULING

Employees may use any accrued paid leave for sick leave, or as whole hours of vacation, or for consecutive days of vacation, or any other reason when approved by the supervisor in the supervisor's sole discretion. If the Employee is using paid time off for sick leave, they should notify their supervisor according to Section 20.4 (Notice and Proof of Illness). If the Employee is using paid time off for vacation, they must submit leave requests for time off in writing at least two (2) weeks prior to the date of vacation requested. Supervisors shall communicate about whether leave has been approved or disapproved within seven (7) calendar days of the leave request is

submitted by an employee.

SECTION 19.3 CASH-OUT

Non-probationary employees who voluntarily resign or retire from employment (and provide at least two (2) weeks' notice and works or offers to work during the notice period), or who are laid off, shall be paid for all unused, accrued paid time off. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

All other employees with at least six (6) months of service may cash out PTO hours at any time with advance written request to the Employer. PTO hours will be cashed out at seventy-five percent (75%) of its cash value. Employees must maintain a minimum of twenty-four (24) PTO hours in their PTO bank and must have a PTO balance of at least thirty-two (32) hours to participate in the buy back. Eight (8) hours is the minimum amount that employees may "cash out." The requested PTO "cash out" will be paid at seventy-five percent (75%) Employee's base rate of pay and will be included in a regularly scheduled paycheck. All applicable taxes and deductions will be made from the payment.

SECTION 19.4 NOTICE AND PROOF OF ILLNESS

The Employer may, in its sole discretion, require reasonable proof of illness or disability and/or certification of the necessity of the employee's absence, only after three (3) consecutive shifts have been missed by the employee. The Employer may also require a doctor's release in the event that the absence from work caused by sickness or illness exceeds three (3) consecutive scheduled work days. Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. However, employees shall notify their supervisor of illness no less than two (2) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement.

SECTION 19.5 COMBINATION WITH OTHER BENEFITS

Payment of accrued paid leave shall supplement any disability or workers' compensation benefits. This combination of leave payments and disability or workers' compensation benefits shall not exceed the amount the employee would have earned had the employee worked her/his normal schedule.

ARTICLE 20: RETIREMENT

SECTION 20.1: CURRENT RETIREMENT PLAN

If the Employer decides to make contributions to the existing 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 as soon as possible and meet to discuss such changes.

SECTION 20.2 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 20.3 RESEARCH AND STAFF SUPPORT

The Union shall 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 20.4 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.

ARTICLE 21: OTHER BENEFITS

All bargaining unit employees may participate in any other benefit plans the Employer currently offers home care workers at the time of the ratification of this Agreement.

ARTICLE 22: WAGES AND PREMIUMS

SECTION 22.1 WAGE SCALE PLACEMENT

Effective at ratification, all bargaining unit employees shall be placed on a wage scale step as outlined in Appendix A commensurate with the total number of hours worked with the Employer. When placing current employees on the wage scale, credit shall be given for hours worked previously for a different agency upon verifiable proof of hours worked for a prior agency, if such proof is received within thirty (30) days of ratification. After the date of hire, or after current employees are placed on the wage scale following the opportunity to provide proof of prior hours, only hours worked with the Employer shall be used to quantify total number of hours worked.

SECTION 22.2 ADVANCEMENT ON THE WAGE SCALE

Employees shall advance to the next step of the wage scale based on their total number of hours /cumulative career hours (CCH) worked with All Ways Caring as outlined in Appendix 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.

ARTICLE 23: WAGES AND PREMIUMS

SECTION 23.1 WAGE SCALE PLACEMENT

Effective at ratification, all bargaining unit employees shall be placed on a wage scale step as outlined in Appendix A commensurate with the total number of hours worked with the Employer. When placing current employees on the wage scale, credit shall be given for hours worked previously for a different agency upon verifiable proof of hours worked for a prior agency, if such proof is received within thirty (30) days of ratification. After the date of hire, or after current employees are placed on the wage scale following the opportunity to provide proof of prior hours, only hours worked with the Employer shall be used to quantify total number of hours worked.

SECTION 23.2 ADVANCEMENT ON THE WAGE SCALE

Employees shall advance to the next step of the wage scale based on their total number of hours /cumulative career hours (CCH) worked with All Ways Caring as outlined in Appendix 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 23.3 WAGE INCREASES

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

SECTION 23.4 DIFFERENTIALS

Geographic Differential:

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

- Bethel: \$1.00

Habilitative and VA Care Differential:

Caregivers providing Habilitative and VA care services shall be paid a \$2.00 differential for hours worked providing these services.

SECTION 23.5 OVERTIME

The Employer will comply with all federal, state, and local laws and regulations concerning overtime pay. Paid leave time or union leave time or any other time that is not actual hours worked shall not be considered time worked for the purposes of this section to calculate overtime obligation.

SECTION 23.6 TRAINING PAY, TRAVEL TIME PAY, AND RESPITE PAY

Employees will be paid at their regular rate of pay for all completed hours of required training. If an employee separates from employment before completion of any required training, the employee will be compensated for their completed training.

Employees shall be paid the governing minimum wage for hours worked while traveling between clients and for hours worked while performing daily respite services.

SECTION 23.7: DIFFERENTIAL STACKING

Employees shall be eligible for all the wage differentials provided in this Article for which they qualify, and such differentials shall stack.

SECTION 23.8 TRAINING PAY, TRAVEL TIME PAY, AND RESPITE PAY

Employees will be paid at their regular rate of pay for all completed hours of required training. If an employee separates from employment before completion of any required training, the employee will be compensated for their completed training.

Employees shall be paid the governing minimum wage for hours worked while traveling between clients and for hours worked while performing daily respite services.

SECTION 23.9 DIFFERENTIAL STACKING

Employees shall be eligible for all the wage differentials provided in this Article for which they qualify, and such differentials shall stack.

ARTICLE 24: TRAINING AND ORIENTATION

Always Caring Alaska will provide paid orientation to all new hires. The orientation shall be in-person whenever possible. The Employer will provide free training to keep employees current on CPR and First Aid requirements. Employees will be paid for time spent training on CPR and First Aid at their regular rate of pay. The Employer will provide any additional training pursuant to all state and federal requirements.

The Employer shall provide employees with basic information about a new client needed to perform the services in the care plan before the employee begins work with that client.

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

ARTICLE 25: MANAGEMENT RIGHTS

SECTION 25.1 EXCLUSIVE RIGHTS

Except as otherwise specifically provided in this Agreement, the Employer has the exclusive right and discretion in selection and direction of the work force, including the right to hire, promote, transfer, schedule, demote, discipline and discharge for cause; to establish reasonable rules and penalties; to introduce new working methods, machines, operations and facilities; and to expand, reduce, discontinue and control the operation and business of the Employer.

SECTION 25.2 EXERCISE OF RIGHTS

Both Parties recognize that it is to their mutual advantage and for the protection of clients to have efficient and uninterrupted services. The Union and the Employer will mutually work together in good faith to cooperate with outside agencies, when appropriate, to ensure that the provision of services to clients will meet the highest standards attainable. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the Parties that such results will be possible. Both Parties agree that they will exercise their rights under this Agreement in a reasonable and responsible manner. Nothing in this article shall be construed as a waiver of the Employer's responsibility to engage in collective bargaining on the matters that are mandatory subjects of bargaining, absent such explicit waiver elsewhere in this Agreement.

ARTICLE 26: NO STRIKE OR LOCKOUT

SECTION 26.1 STRIKE/LOCKOUT

During the term of this Agreement, the Employer agrees not to lockout its employees covered by this Agreement, and the Union and its members agree not to tacitly or actively engage in any strike (including sympathy strike), slow down, picketing, boycotting, or hand billing that is derogatory toward the Employer, or observance of the same or in any refusal to work or to interfere in any manner with the Employer's business or operations or sanction any such actions. The scope of this provision shall be deemed to apply to any facility operated by the Employer, its

parents, subsidiaries or affiliates, or managed by any of those entities pursuant to a management contract, including but not limited to All Ways Caring Support Center or other facilities in Louisville, Kentucky. It is expressly understood that this Article prohibits SEIU 775, its members, or persons acting on its behalf, from engaging in any form of anti-All Ways Caring campaign or from distributing anti-All Ways Caring literature in any manner, by any means, during the life of this Agreement.

SECTION 26.2 SANCTIONS

In the event any unit employee engages in conduct prohibited by Section 1 of this Article, the Union shall notify the employee that such conduct violates this Agreement and subjects them to possible discipline. The Union shall immediately disavow and condemn such activity and take all possible steps to bring such activity to an immediate end and to prevent any reoccurrence of any such activity in violation of this Article. The Union will also, within twenty-four (24) hours of notice of such actions by facsimile and/or letter to the Employer, advise that such activity by employees is unauthorized and in violation of the Agreement and set forth all steps taken or to be taken by the Union to end such Agreement violation by the employees involved.

ARTICLE 27: MODIFICATION AND PAST PRACTICE

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written agreement between the Parties hereto. Subject to the other provisions of the Agreement, all conditions relating to wages, hours of work, and other terms, conditions and benefits of employment shall be maintained as in effect at the signing of this Agreement. The Employer will not enter into any agreement or contract with employees that conflicts with the terms of this Agreement.

ARTICLE 28: SEVERABILITY

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

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

ARTICLE 29: SUCCESSORSHIP

The Employer agrees to notify the Union no fewer than thirty (30) days in advance of a change of ownership. The Employer will advise any potential purchaser of the existence of a Collective Bargaining Agreement with SEIU 775. Recognition of the Union and acceptance of the terms and conditions of the Agreement through the Term by the successor business entity shall be a condition of any sale, purchase, or any other form of transfer of its business, in whole or in part, to any other person or entity.

ARTICLE 30: TERM OF AGREEMENT

SECTION 30.1 EFFECTIVE DATES

This Agreement shall become effective at ratification and shall remain in effect through July 1, 2026, unless amended by mutual written agreement of the Parties.

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.

APPENDIX A: WAGE SCALE

PCA AND RESPITE SERVICES

CUMULATIVE CAREER HOURS	UPON RATIFICATION JUNE 30, 2025	JUL. 1, 2025 - JUNE 30, 2026
0 - 2000	\$22.25	\$23.50
2001 – 4000	\$22.50	\$23.75
4001 – 6000	\$22.75	\$24.00
6001 – 8000	\$23.00	\$24.25
8001 – 10000	\$23.25	\$24.50
10001 – 12000	\$23.50	\$24.75
12001 +	\$23.75	\$25.00

See habilitative, VA and geographic differentials in Article 23.