

# **Collective Bargaining Agreement**

---

**between**

**Consumer Direct Care Network Alaska**

**and**

**Service Employees International Union 775**

**Effective November 19, 2024 to June 30, 2026**

**CONTENTS**

**ARTICLE 1: RECOGNITION ..... 6**

**ARTICLE 2: UNION RIGHTS ..... 6**

**SECTION 2.1 UNION REPRESENTATIVES ..... 6**

**SECTION 2.2 ACCESS TO EMPLOYER PREMISES ..... 7**

**SECTION 2.3 BULLETIN BOARDS ..... 7**

**SECTION 2.4 NEW EMPLOYEE ORIENTATION/IN-SERVICE MEETINGS..... 7**

**SECTION 2.5 ORIENTATION MATERIALS PROVIDED BY EMPLOYER..... 7**

**SECTION 2.6 UNION COMMUNICATIONS THROUGH CDAK WEBSITE ..... 8**

**SECTION 2.7 UNION PREVIEW OF EMPLOYER COMMUNICATIONS..... 8**

**ARTICLE 3: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES..... 8**

**SECTION 3.1: UNION MEMBERSHIP AND UNION SECURITY ..... 8**

**SECTION 3.2 VOLUNTARY DEDUCTIONS ..... 10**

**SECTION 3.3 IMPLEMENTATION COSTS ..... 10**

**SECTION 3.4 INDEMNIFY AND HOLD HARMLESS ..... 10**

**SECTION 3.4.1 DUES REPORT AND EMPLOYEE ROSTER..... 10**

**SECTION 3.5: DUES/COPE AND VOULENTARY DEDUCTIONS..... 12**

**SECTION 3.6: UNION MEMBERSHIP MATERIALS ..... 13**

**SECTION 3.7: COPE AND OTHER VOLUNTARY DEDUCTIONS ..... 13**

**SECTION 3.8: DATA SECURITY..... 13**

**ARTICLE 4: EMPLOYER RIGHTS ..... 14**

**SECTION 4.1 RIGHT TO MANAGE ..... 14**

**SECTION 4.2 RIGHTS RESERVED TO THE EMPLOYER..... 14**

**ARTICLE 5: OPERATIONAL POLICIES AND PROCEDURES..... 15**

**ARTICLE 6: TRAVEL PROVISIONS..... 16**

**SECTION 6.1: TRAVEL PAY AND MILEAGE..... 16**

**ARTICLE 7 : PROGRESSIVE DISCIPLINE..... 16**

**SECTION 7.1: DISCIPLINE AND JUST CAUSE..... 16**

**SECTION 7.2 PROGRESSIVE DISCIPLINE AND RIGHTS TO REPRESENTATION ..... 16**

**SECTION 7.3: TIMELINESS ..... 17**

**SECTION 7.4: ADULT PROTECTIVE SERVICES INVESTIGATIONS..... 18**

SECTION 7.5 CORRECTIVE ACTION EXPIRATION .....	18
ARTICLE 8: GRIEVANCE AND DISPUTE RESOLUTION .....	18
SECTION 8.1 DISPUTE RESOLUTION PHILOSOPHY .....	18
SECTION 8.2 GRIEVANCE DEFINITION .....	18
SECTION 8.3 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE .....	18
SECTION 8.4 TIME LIMITATIONS .....	20
ARTICLE 9: WAGE SCALE AND CUMULATIVE HOURS.....	21
SECTION 9.1 WAGE SCALE PLACEMENT .....	21
SECTION 9.2 ADVANCEMENT ON THE WAGE SCALE .....	21
SECTION 9.3 WAGE INCREASES .....	21
SECTION 9.4 DIFFERENTIALS .....	21
ARTICLE 10: HEALTH AND SAFETY.....	22
SECTION 10.1 GENERAL PROVISIONS .....	22
SECTION 10.2 PERSONAL PROTECTIVE EQUIPMENT.....	22
SECTION 10.3: VACCINATIONS AND TESTS.....	22
ARTICLE 11: WORKER’S COMPENSATION.....	22
SECTION 11.1 WORKER’S COMPENSATION COVERAGE .....	22
SECTION 11.2 WORKER’S COMPENSATION PREMIUMS .....	22
SECTION 11.3 THIRD-PARTY ADMINISTRATOR.....	22
SECTION 11.4: NON-RETALIATION.....	23
ARTICLE 12: PAID TIME OFF.....	23
SECTION 12.1 ACCRUAL .....	23
SECTION 12.2 CASH OUT .....	23
ARTICLE 13: PAYROLL, ELECTRONIC DEPOSIT AND TAX WITHHOLDING .....	23
SECTION 13.1 PAYROLL SYSTEM PAYMENT TIMELINES .....	23
SECTION 13.2 TIMELY AND ACCURATE PAYMENT.....	24
SECTION 13.3 PAY STUB TRANSPARENCY.....	24
SECTION 13.4 ELECTRONIC DEPOSIT OR DEBIT CARD.....	25
SECTION 13.5 TAX WITHHOLDING.....	25
SECTION 13.6 CHANGES TO PAYROLL AND PAYMENT SYSTEMS .....	25
SECTION 13.7 PAYROLL SYSTEM OUTREACH AND EDUCATION .....	25

SECTION 13.8 CASH ADVANCES.....	26
ARTICLE 14: NO DISCRIMINATION .....	26
ARTICLE 15: CLIENT RIGHTS.....	26
SECTION 15.1 INFORMATION REGARDING CLIENTS .....	26
SECTION 15.2 CLIENT CONFIDENTIALITY .....	26
SECTION 15.3 CLIENTS NOT SUBJECT TO GRIEVANCE PROCEDURE .....	27
ARTICLE 16: TRAINING .....	27
ARTICLE 17: LABOR MANAGEMENT COMMITTEE .....	27
SECTION 17.1: PURPOSE.....	27
SECTION 17.2 MEETINGS .....	27
ARTICLE 18: DUTY TO BARGAIN.....	28
ARTICLE 19: CLIENT ASSESSMENTS .....	28
ARTICLE 20: POLICIES AND PRACTICES.....	28
SECTION 20.1 CASH AND COUNSELING .....	28
SECTION 20.2: PROVIDER RECLASSIFICATION .....	28
SECTION 20.3 EXCLUSION .....	28
SECTION 20.4: DELIVERY OF QUALITY HOME CARE SERVICES.....	28
SECTION 20.5: CHANGES TO THE HEALTH CARE DELIVERY SYSTEM.....	29
ARTICLE 21: OVERTIME .....	29
SECTION 21.1: OVERTIME PAY.....	29
SECTION 21.2 WORK WEEK.....	29
SECTION 21.3 OVERTIME IN EMERGENT SITUATIONS .....	29
ARTICLE 22: ELECTRONIC VISIT VERIFICATION (EVV) .....	30
SECTION 22.1: EVV TRAINING .....	30
SECTION 22.2: PROGRESSIVE DISCIPLINE .....	30
SECTION 22.3: DATA PRIVACY .....	30
SECTION 22.4: LABOR MANAGEMENT COMMITTEE TOPICS.....	30
ARTICLE 23: RETIREMENT .....	30
SECTION 23.1: CURRENT RETIREMENT PLAN.....	30
SECTION 23.2 INTENTION FOR NEW MODEL OF RETIREMENT BENEFITS .....	31
SECTION 23.3 RESEARCH AND STAFF SUPPORT .....	31

SECTION 23.4 NON-BINDING CLAUSE.....	31
ARTICLE 24: SAVINGS OR SEPARABILITY CLAUSE .....	31
ARTICLE 25: LEAVES OF ABSENCE .....	32
SECTION 25.1 FAMILY & MEDICAL LEAVE.....	32
SECTION 25.2 MILITARY LEAVE.....	32
SECTION 25.2.1 MILITARY CAREGIVER LEAVE .....	32
SECTION 25.3 RETURN TO WORK PROGRAM.....	32
SECTION 25.4: UNION LEAVE .....	33
SECTION 25.5. HOME CARE ADVOCACY.....	33
ARTICLE 26: MEDICAL, DENTAL AND VISION BENEFITS.....	33
SECTION 26.1 ELIGIBILITY .....	33
SECTION 26.2 FUTURE MEDICAL PLANS .....	34
ARTICLE 27: HOLIDAYS .....	34
SECTION 27.1: QUALIFYING HOLIDAYS .....	34
ARTICLE 28: UNINTERRUPTED CLIENT SERVICES .....	34
ARTICLE 29: COMPLETE AGREEMENT .....	35
ARTICLE 30: SUCCESSORSHIP .....	35
ARTICLE 31: TERM OF AGREEMENT .....	36
SECTION 31.1 EFFECTIVE DATES .....	36
APPENDIX A: WAGE SCALES .....	37

## **ARTICLE 1: RECOGNITION**

- A. SEIU 775 (“Union”) is recognized as the sole and exclusive representative for all home care caregivers, or equivalent positions including all caregivers of in home care services (also referred to as Personal Care Attendants, Personal Assistance Attendants, Community First Choice Personal Care Providers, Respite caregivers, Chore Services Caregivers, Habilitative Service Providers, Direct Service Provider, Home Care Workers, Direct Care workers, Live-in caregiver) Attendants excluding supervisors, confidential employees, and all other employees. Provided there is no question concerning representation or the definition of the bargaining unit pursuant to statute, if the Union merges with other organizations, consolidates parts of other organizations, modifies its name or makes any other similar changes, recognition by the Employer will follow as designated by SEIU 775 and the Service Employees International Union. The parties also recognize that other agencies and/or contractors or subcontractors of the Employer may continue to be responsible for implementation and administration of certain provisions of this Agreement as specifically provided herein or as directed by the Employer.
- B. The Parties agree that, should the Employer make new acquisitions of any companies that provide in-home care services in Alaska, the terms and conditions set forth herein shall apply to home care worker employees of such acquisitions, and the caregiver employees shall be merged into the bargaining unit. The Parties agree to bargain the impacts of such bargaining unit mergers as needed.

## **ARTICLE 2: UNION RIGHTS**

### **SECTION 2.1 UNION REPRESENTATIVES**

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

The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in leadership activities. These activities are defined as participation on the Labor-Management Committee and other regularly scheduled committees such as the Safety, No Harassment and No Discrimination Committee and

work groups as mutually agreed upon that benefit both the Union and the Employer, and actual time spent as part of the Grievance Procedure.

## **SECTION 2.2 ACCESS TO EMPLOYER PREMISES**

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

## **SECTION 2.3 BULLETIN BOARDS**

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

## **SECTION 2.4 NEW EMPLOYEE ORIENTATION/IN-SERVICE MEETINGS**

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

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

## **SECTION 2.5 ORIENTATION MATERIALS PROVIDED BY EMPLOYER**

Orientation materials distributed by the Employer, its agencies, contractors or subcontractors to caregivers shall include union membership applications and union orientation materials. Union materials distributed by the Employer shall be neutral in

tone. It shall be the Union's responsibility to provide the Employer with sufficient copies of such materials for distribution during orientation, training or to be mailed to self-directed caregivers. Postage paid return envelopes shall be provided if Union orientation materials are mailed.

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

## **SECTION 2.6 UNION COMMUNICATIONS THROUGH CDAK WEBSITE**

### **A. Link to Union Website**

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

### **B. Notification of Message from Union**

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

## **SECTION 2.7 UNION PREVIEW OF EMPLOYER COMMUNICATIONS**

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

# **ARTICLE 3: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES**

## **SECTION 3.1: UNION MEMBERSHIP AND UNION SECURITY**

- A. Upon ratification, all employees covered by this Agreement, as a condition of continued employment, be or become, and then remain, members of the Union, in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended, and in accordance with applicable law.
- B. Upon proper authorization by an employee, the Employer shall deduct the amount of dues or fees, as applicable, from each caregiver's payment for services (paycheck, direct deposit or debit card).
- C. The Employer shall honor the terms and conditions of each caregiver's signed membership card.



- D. Failure of any employee to comply with Section 3.1.A, upon written request of the Union, shall result in termination of such employee, provided that: (1) the termination request complies with applicable law, and (2) the Union has given the affected employee all legally required notice at least thirty (30) days in advance of the termination request, including notice (a) that the employee's obligation to make payment has not been met, (b) that the delinquency renders the employee liable to termination under Section 3.1.A, and (c) of what action the employee must take to come into compliance with Section 3.1.A. The Employer will receive a copy of any written correspondence to an employee enforcing Section 3.1.A.
- E. If the Employer uses an electronic system for hiring new employees, that system shall include a method through which employees may sign membership cards, including payroll dues deduction authorizations, and/or full or partial agency fee payroll deduction authorizations, and the Employer shall provide a link to the Union's New Hire Notice for CDAK Employees in conjunction with this offering. The section of the hiring process which includes the option to sign a membership card or payroll deduction authorization for dues or agency fees will include language explaining the requirements of Section 3.1.A, the consequences of an employee's failure to comply with Section 3.1.A, and the requirement that, absent a payroll deduction, the employee will need to make payments directly to the Union. Once the Employer decides to implement the electronic system for hiring new employees, the Employer and the Union will meet to jointly develop specifications and language for this section of the hiring process and the Union will have the opportunity to review and provide feedback on drafts as it is implemented. The Union will notify the Employer if an employee who has declined signing a membership card, including a payroll dues deduction authorization, and/or a full or partial agency fee deduction authorization has not arranged for direct payment to the Union within (30) thirty days of their hire date.
- F. Any employee who claims a sincerely held religious objection to joining and financially supporting the Union shall provide written notice of that claim to the Union and shall arrange with the Union to make alternative payments in lieu of the payments required for Union membership to one of the Alaska branches of the following nonreligious, nonlabor, 501(c)(3) charitable organizations: The Alzheimer's Association, The United Way, and the American Cancer Society. Such employees shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 3.1.A. of this Article. Failure to satisfy this alternative payment shall result in discharge from employment, pursuant to Section 3.1.D. The Employer shall not be financially liable for any failure of the affected employee or the Union to remit payments to the nonreligious charity.

### **SECTION 3.2 VOLUNTARY DEDUCTIONS**

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

### **SECTION 3.3 IMPLEMENTATION COSTS**

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

### **SECTION 3.4 INDEMNIFY AND HOLD HARMLESS**

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

#### **SECTION 3.4.1 DUES REPORT AND EMPLOYEE ROSTER**

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

- Employee number
- First Name
- Middle Name
- Last Name
- Social Security Number
- Phone Number (all phone numbers shall confirm to the '(xxx) xxx-xxxx' format)
- Mobile Number (all phone numbers shall confirm to the '(xxx) xxx-xxxx' format)
- Address Type (Mailing, Physical)
- Address 1
- Address 2
- City
- State
- Zip
- Address Last Updated
- Email

- Birthdate
- Gender
- Ok to work date
- FTE status
- Hire Date
- Termination Date
- Reason for Termination
- “Last” or “Most Recent” Rehire Date (if applicable)
- Wage Rate
- Overtime Hours
- Mileage amount (number of miles)
- Differential Rate (if applicable)
- Paid Time Off Hours Used
- Paid Time Off Hours Available
- Pay Period Start Date
- Pay Period End Date
- Pay Period Hours
- Relationship to Consumer
- Type of Provider
- Live-in provider (y/n)
- Dues Deduction Amount
- Voluntary Deduction 1 Type
- Voluntary Deduction 1 Amount
- Voluntary Deduction 2 Type
- Voluntary Deduction 2 Amount
- Voluntary Deduction 3 Type
- Voluntary Deduction 3 Amount
- Voluntary Deduction 4 Type
- Voluntary Deduction 4 Amount
- Voluntary Deduction 5 Type
- Voluntary Deduction 5 Amount
- Gross Pay
- Work Location
- Job Classification

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

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

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

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

### **SECTION 3.5: DUES/COPE AND VOULENTARY DEDUCTIONS**

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

Employees may express authorizations to deduct dues by submitting to the Union a written membership application, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement so long as the Union can establish that such method is verifiable and allowable under state and federal law to the Employer's satisfaction. An authorization shall be considered verifiable where the Union provides documentation that an employee authorized the specific terms of the payroll deduction either on paper through a written signature, via electronic signature on an on-line or other electronic form that includes the specific terms of the deduction or via an electronically recorded phone call in which the employee authorized such deductions after being informed of the specific terms.

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

The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change. The Union reserves the right to enforce the terms and conditions of each employee's signed membership card with regards to when the authorization of dues deductions may be revoked.

### **SECTION 3.6: UNION MEMBERSHIP MATERIALS**

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

### **SECTION 3.7: COPE AND OTHER VOLUNTARY DEDUCTIONS**

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

### **SECTION 3.8: DATA SECURITY**

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

The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as

necessary to comply with the provisions of this agreement, for the provision of other employment benefits or by a regulatory agency or court of competent jurisdiction as required by law: the names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this agreement.

## **ARTICLE 4: EMPLOYER RIGHTS**

### **SECTION 4.1 RIGHT TO MANAGE**

It is understood and agreed by the parties that the Employer has core management rights. Except to the extent modified by this Agreement, the Employer reserves exclusively all the inherent rights and authority to manage and operate its offices and programs. The parties agree that all rights specifically granted in this Agreement are reserved solely to the Employer and the Employer has the right to decide and implement its decisions regarding such management rights. The Employer shall have the right to make such decisions without bargaining, except as provided in Article 5 (Operational Policies and Procedures) below. The following shall be deemed representative and characteristic of the customary and usual rights which are retained by the Employer.

### **SECTION 4.2 RIGHTS RESERVED TO THE EMPLOYER.**

The Employer retains the right to:

1. Establish the Employer's missions, programs, objectives, activities and priorities.
2. Plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the Employer's missions, programs, objectives, activities and priorities.
3. Determine the methods and means by which operations are to be carried out.
4. Manage, direct and control all of the Employer's activities to deliver programs and services.
5. Determine the method, technological means and numbers and kinds of personnel by which operations are undertaken.
6. Hire and classify employees, including the right to implement any recruiting program or incentive program to recruit new hires.
7. Select among qualified applicants for open positions, subject to the seniority provisions of this Agreement.
8. Manage performance and issue performance reviews, including to determine the form and frequency of such reviews.
9. Negotiate, adjust, amend or administer municipal or government contracts.
10. Determine the number of employees assigned to division, department, or team.

11. Implement and make changes to reporting structures and organizational structures, including adding or removing organizational divisions.
12. Promote, demote, suspend, discipline, layoff, or discharge employees for just cause subject to the conditions set forth in this agreement.
13. Maintain order and efficiency.
14. Establish, modify, and eliminate facilities, and the right to construct improvements or alterations to employer's facilities.
15. Engage with and select vendors, business partners, and service providers for the organization.
16. Take measures to remain compliant with local, state, and federal laws and regulations, as well as any rules or regulations set by professional or accrediting agencies.
17. Discontinue any unit, division, or department, or cease all or part of operations.
18. Grant and/or schedule time off, subject to the PTO and Leave of Absence provisions in this Agreement.
19. Enforce the Employer's Handbook, policies, and procedures in effect at the time of ratification provided the requirements of Article 5 are met.

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

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

## **ARTICLE 5: OPERATIONAL POLICIES AND PROCEDURES**

Notwithstanding its rights under Article 4 of this Agreement, during the term of this Agreement, the Employer shall notify the Union of the implementation of new operational policies or written procedures, or any proposed additions, deletions, or modifications to existing operational policies or written procedures that affect the terms and conditions of employment.

The Employer shall provide the Union with copies of such proposals at least fourteen (14) calendar days prior to implementation. During such 14day period, the Union shall have the right to request and begin to bargain with the Employer regarding the effects of such policies or procedures. CDAK will not implement until the process has concluded.

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

## **ARTICLE 6: TRAVEL PROVISIONS**

### **SECTION 6.1: TRAVEL PAY AND MILEAGE**

#### **Portal-To-Portal Time**

Caregivers shall be paid at the state minimum wage for the time it takes to travel between work locations or clients during the workday, but at a prorated amount if under one hour. Employees will not be paid for time spent traveling to the first assigned workplace, nor for traveling from the last assigned work location of the workday.

#### **Mileage Reimbursement**

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

It is understood that employees may take the best available route depending on road conditions related to weather or construction.

## **ARTICLE 7 : PROGRESSIVE DISCIPLINE**

### **SECTION 7.1: DISCIPLINE AND JUST CAUSE**

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

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

The purpose of progressive discipline is to correct an employee's behavior and is not intended to be punitive in nature. Prior to issuing a disciplinary reprimand, the employer shall attempt to gather facts surrounding the incident; and shall conduct a proper investigation prior to issuing a disciplinary reprimand. All discipline may be appealed under the Grievance Procedure in Article 8.

### **SECTION 7.2 PROGRESSIVE DISCIPLINE AND RIGHTS TO REPRESENTATION**

Caregivers will be subject to a progressive discipline system for violating the Caregiver Handbook and policies and procedures.



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

### **Serious Misconduct**

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

### **Notification of Formal Disciplinary Action**

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

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

### **Union Representation**

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

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

An advocate or Union representative shall have the right to request information related to the disciplinary matters. Should a client complaint be involved, the Employer will attempt to provide a copy of the clients' written complaint, if any, with all identifiers removed, so long as the removal of identifiers adequately protects the confidentiality rights of the client and the provision of the complaint does not violate federal, state, local laws or regulations.

### **SECTION 7.3: TIMELINESS**

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

## **SECTION 7.4: ADULT PROTECTIVE SERVICES INVESTIGATIONS**

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

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

## **SECTION 7.5 CORRECTIVE ACTION EXPIRATION**

Corrective actions will expire twelve months after they are issued. Any subsequent corrective actions will revert to the prior step in the process.

## **ARTICLE 8: GRIEVANCE AND DISPUTE RESOLUTION**

### **SECTION 8.1 DISPUTE RESOLUTION PHILOSOPHY**

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

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

### **SECTION 8.2 GRIEVANCE DEFINITION**

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

### **SECTION 8.3 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE**

#### **Step 1. Informal Resolution**

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

The Union shall have up to forty-five (45) calendar days from the alleged violation, or up to forty-five (45) calendar days from when the caregiver or the Union could reasonably have been aware of the incident or occurrence, giving rise to the grievance, to engage in the informal process, if it so chooses. If the issue is not resolved informally, and/or remedies are not granted, the Union shall have forty-five (45) additional calendar days to submit a written grievance, in accordance with Step 2 of Article 7.3.

### **Step 2. Written Grievance**

If the grievance is not resolved at Step 1, the caregiver and/or Union representative shall set forth the grievance in writing including the identity of any affected grievant(s) if known by the Union, a statement of the pertinent facts surrounding the grievance, the date on which the incident occurred, the alleged violations of the Agreement, and the specific remedy requested. The provision of identities of affected individuals in the grievance is without prejudice to which caregivers are ultimately covered by the grievance.

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

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

### **Step 3. (Optional) Mediation**

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

If the party receiving the request does not agree to mediate the dispute, the Union may, within fourteen (14) calendar days of the email notification of the decision not to mediate, proceed to Step 4, Arbitration.

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

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

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

#### **Step 4. Arbitration**

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

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

#### **SECTION 8.4 TIME LIMITATIONS**

The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations. To this

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

## **ARTICLE 9: WAGE SCALE AND CUMULATIVE HOURS**

### **SECTION 9.1 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 CDAK since January 1, 2017.

### **SECTION 9.2 ADVANCEMENT ON THE WAGE SCALE**

Employees shall advance to the next step of the wage scale based on their cumulative career hours (CCH) as outlined in Appendix A of this Agreement. The Employer shall review cumulative career hours 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 9.3 WAGE INCREASES**

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

### **SECTION 9.4 DIFFERENTIALS**

#### **Geographic Differential:**

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

- Kenai Peninsula: \$0.40
- Kodiak: \$1.50
- Ketchikan/Sitka: \$0.75

## **ARTICLE 10: HEALTH AND SAFETY**

### **SECTION 10.1 GENERAL PROVISIONS**

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

### **SECTION 10.2 PERSONAL PROTECTIVE EQUIPMENT**

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

### **SECTION 10.3: VACCINATIONS AND TESTS**

The Employer will pay for all vaccines that are required as a condition of employment at CDAK. The Employer will keep a list of resources for free and reduced fee vaccinations and COVID test kits on the CDAK website under the caregiver resources tab.

The Employer will provide a printed copy of the resources upon request.

## **ARTICLE 11: WORKER'S COMPENSATION**

### **SECTION 11.1 WORKER'S COMPENSATION COVERAGE**

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

### **SECTION 11.2 WORKER'S COMPENSATION PREMIUMS**

The caregiver premium share for worker's compensation insurance shall be paid by the Employer. If applicable laws or rules prevent the Employer from paying the premium share at any time during the life of this Agreement, the Employer shall adjust each step of the wage scale established under Article 8, Compensation of this Agreement upward by an amount equivalent to the caregiver premium share for worker's compensation insurance.

### **SECTION 11.3 THIRD-PARTY ADMINISTRATOR**

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

**SECTION 11.4: NON-RETALIATION**

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

**ARTICLE 12: PAID TIME OFF**

**SECTION 12.1 ACCRUAL**

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

Effective six (6) months following ratification, caregivers shall be eligible to accrue PTO at a rate of 1 hour for every thirty-five (35) hours worked.

PTO hours shall cap at one hundred sixty (160) hours).

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

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

**SECTION 12.2 CASH OUT**

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

**ARTICLE 13: PAYROLL, ELECTRONIC DEPOSIT AND TAX WITHHOLDING**

**SECTION 13.1 PAYROLL SYSTEM PAYMENT TIMELINES**

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

If a pay date falls on a recognized federal holiday, payment shall be made on the previous business day which is not a recognized federal holiday. The Employer and Union will jointly agree on the pay-date schedule.

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

### **SECTION 13.2 TIMELY AND ACCURATE PAYMENT**

Caregivers shall be entitled to receive timely and accurate payment for services authorized and rendered. To promote a timely and accurate payroll system, the Employer and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues. The parties acknowledge the time necessary to correct errors in payments depends on the underlying nature of the error. The Employer shall identify causes and solutions to problems within a reasonable period of time but in no event more than five (5) business days from when the problem was reported.

Once the cause of the error has been identified, payment will be made as soon as possible but no later than in ten (10) business days. The Employer shall provide to the Union the names and employer IDs of each impacted caregiver, the date they were paid, the date they should have been paid, and the amount of compensation paid late, upon request of the Union.

### **SECTION 13.3 PAY STUB TRANSPARENCY**

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

#### **A. Clear and Accurate Deductions:**

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

#### **B. Clear and Accurate Balances/Payments:**

1. PTO/Vacation: The pay stub shall display the employee's current balance of paid time off (PTO) or vacation hours in a clear and understandable manner.
2. Other Payments: Any additional payments related to the employee's compensation, such as bonuses, retroactive payments, or similar items, will be



reflected on the employee's pay stub. Caregivers may contact CDAK to check on their current Cumulative Career Hours.

The Employer shall ensure that these pay stubs are provided to employees regularly, in accordance with applicable labor laws and regulations, and that they are easily accessible to employees either in physical or electronic format.

Any discrepancies or inaccuracies identified by the employee shall be promptly addressed and corrected by the Employer as outlined in Section 13.2 of this Agreement.

#### **SECTION 13.4 ELECTRONIC DEPOSIT OR DEBIT CARD**

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

#### **SECTION 13.5 TAX WITHHOLDING**

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

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

#### **SECTION 13.6 CHANGES TO PAYROLL AND PAYMENT SYSTEMS**

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

#### **SECTION 13.7 PAYROLL SYSTEM OUTREACH AND EDUCATION**

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

## **SECTION 13.8 CASH ADVANCES**

The Employer will not offer cash advances.

## **ARTICLE 14: NO DISCRIMINATION**

The Union and the Employer are mutually committed to a policy of nondiscrimination. The Employer shall not discriminate with respect to wages, hours, or terms and conditions of employment as provided for in this Agreement on the basis of race, ethnicity, color, physical and/or mental disability, being a victim of domestic violence, sexual assault or stalking, marital status, national origin, Tribal origin, ancestry, gender identity or perceived gender identity, gender expression, sex, sexual orientation or perceived sexual orientation, age, political belief, faith, veterans status, citizenship status, union membership and activities and in keeping with applicable federal, state or local law.

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

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

## **ARTICLE 15: CLIENT RIGHTS**

### **SECTION 15.1 INFORMATION REGARDING CLIENTS**

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

### **SECTION 15.2 CLIENT CONFIDENTIALITY**

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

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

clients to select, hire, supervise the work of, and terminate any caregivers.

### **SECTION 15.3 CLIENTS NOT SUBJECT TO GRIEVANCE PROCEDURE**

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

## **ARTICLE 16: TRAINING**

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

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

## **ARTICLE 17: LABOR MANAGEMENT COMMITTEE**

### **SECTION 17.1: PURPOSE**

The Employer and the Union agree to engage in discussions on topics of mutual interest, including but not limited to: implementation of this Agreement; new initiatives, improving approaches to distributing and collecting membership cards, exploring opportunities for employee in-person meetings or trainings, rules or policies proposed by the Union or the Employer, and implementation of the provisions of Section 20.4 of this Agreement.

### **SECTION 17.2 MEETINGS**

The parties shall meet quarterly unless otherwise mutually agreed. Meetings should be held at mutually convenient times and ADA accessible locations or via an online platform, such as Zoom. The parties are encouraged to select participants for these discussions who are representative of the issues to be discussed and who bring to the discussion the authority to make decisions on behalf of the parties. The Labor Management Committee (LMC) shall consist of up to five (5) representatives of the Union and up to five (5) representatives of the Employer. The Labor Management Committee (LMC) shall be co-chaired by a representative designated by the Union and a representative designated by the Employer. Caregivers serving as representatives of the Union as described above shall be paid their highest wage, including mileage driven to the meeting, by the Employer for their time spent in LMC meetings. The parties will be solely responsible for determining dispensations, if any, of other expenses of their respective representatives and/or resource persons as attendees.

## **ARTICLE 18: DUTY TO BARGAIN**

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

## **ARTICLE 19: CLIENT ASSESSMENTS**

Caregivers are part of the client assessment process and shall not be prohibited by the Employer from participating in the client assessment or reassessment. Caregivers shall be paid for time worked when providing paid care during the client assessment process. Caregivers can review the client's plan of care with the client. It is the responsibility of the client or their designated representative as the managing employer to inform caregivers of any change in authorized hours.

The client or their designated representative will advise caregivers to review the care plan when it has been modified.

## **ARTICLE 20: POLICIES AND PRACTICES**

### **SECTION 20.1 CASH AND COUNSELING**

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

### **SECTION 20.2: PROVIDER RECLASSIFICATION**

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

### **SECTION 20.3 EXCLUSION**

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

### **SECTION 20.4: DELIVERY OF QUALITY HOME CARE SERVICES**

The Employer and the Union agree that they have a mutual interest in promoting and ensuring quality in the home care sector. Changes to the existing system needed to realize this quality

may include but are not limited to care integration across programs and settings, the provision of holistic care, the improvement of services for clients with complex needs, and the development of metrics needed to measure improvements in health and other defined outcomes. The parties agree to communicate openly with each other about ideas that would improve the quality of services to consumers. The Labor Management Committee may be a forum for these discussions.

#### **SECTION 20.5: CHANGES TO THE HEALTH CARE DELIVERY SYSTEM**

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

### **ARTICLE 21: OVERTIME**

#### **SECTION 21.1: OVERTIME PAY**

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

#### **SECTION 21.2 WORK WEEK**

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

#### **SECTION 21.3 OVERTIME IN EMERGENT SITUATIONS**

If there is an emergent situation that requires a caregiver to stay with their client because of a risk to the client's health or safety, the employee should stay with the client until emergency personnel arrive or the client reaches the hospital. The employee should contact the Employer as soon as possible but no later than the next business day to explain the situation. The Caregiver will be paid for all hours worked and paid overtime if their hours exceed 40 hours in the week or 8 hours in the day.

Except for emergent situations as described above, caregivers must request approval from the Employer in advance to work overtime. The Employer will approve overtime pursuant to state regulations and on a case-by-case basis, taking into consideration the needs of the client.

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

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

## **ARTICLE 22: ELECTRONIC VISIT VERIFICATION (EVV)**

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

### **SECTION 22.1: EVV TRAINING**

The Employer will provide training to employees required to use EVV. The Employer will pay employees at the state minimum wage for time spent in EVV training.

### **SECTION 22.2: PROGRESSIVE DISCIPLINE**

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

### **SECTION 22.3: DATA PRIVACY**

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

- The disclosure is required by state or federal law;
- To a governmental body in order to administer services and programs relating to work covered under this Agreement;
- As part of a judicial proceeding and subject to a court's order.
- As necessary for the provision of fringe benefits to employees, and the recipient agrees to protect the confidentiality of the information;
- As necessary for business operations including, but not limited to, financial and compliance audit requests.

### **SECTION 22.4: LABOR MANAGEMENT COMMITTEE TOPICS**

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

## **ARTICLE 23: RETIREMENT**

### **SECTION 23.1: CURRENT RETIREMENT PLAN**

If the Employer decides to make contributions to the existing Retirement 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 at least sixty (60)

calendar days prior to implementing a change in the retirement plan. The Union may request bargaining over the effects of the intended change.

### **SECTION 23.2 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 23.3 RESEARCH AND STAFF SUPPORT**

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

### **SECTION 23.4 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 24: SAVINGS OR SEPARABILITY CLAUSE**

This agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of government authority. Should any provision of this agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by the 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, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this agreement shall be in writing and duly executed by the parties and their representatives.

## **ARTICLE 25: LEAVES OF ABSENCE**

### **SECTION 25.1 FAMILY & MEDICAL LEAVE**

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

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

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

All leave of absence will be without pay, except where leave is covered by accrued vacation. Caregivers who return to employment shall be reinstated with tenure.

### **SECTION 25.2 MILITARY LEAVE**

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

#### **SECTION 25.2.1 MILITARY CAREGIVER LEAVE**

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

### **SECTION 25.3 RETURN TO WORK PROGRAM**

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



## **SECTION 25.4: UNION LEAVE**

Any caregiver elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union not to exceed two (2) years, except in cases where the term of office exceeds this period. Thirty (30) days written notice must be given the Employer before the caregiver takes leave to accept such office or position, or before such caregiver returns to work. Such leave of absence shall be without pay. Caregivers deactivated after the first 180 days will be reinstated at the rate that corresponds to their current CCH pursuant to Appendix A. As long as caregiver credentialing, such as background checks, are current, the caregivers will not be required to reapply for their position; however, the caregiver may have to complete paperwork or training to meet regulatory guidelines.

When the caregiver returns from union leave, CDAK will place the caregiver on the Caregiver Candidate List at the caregiver's request to assist the caregiver in finding a new client.

A leave of absence without pay shall also be granted to no more than ten (10) caregivers per year and no more than five (5) caregivers at the same time to temporarily work with the Union for up to ninety (90) days, provided the Union has made the request to the Employer on behalf of the member(s) in writing and with no less than thirty (30) business days from the first expected day of absence.

## **SECTION 25.5. HOME CARE ADVOCACY**

Caregivers are permitted to take up to two days of leave unpaid for each calendar year for the general purpose of public action and advocacy to improve the quality of long-term care. Caregivers may choose to utilize Paid Time Off when available. Caregivers will coordinate with their client(s) to schedule Home Care Advocacy leave. Caregivers must work with their clients to schedule such leave.

## **ARTICLE 26: MEDICAL, DENTAL AND VISION BENEFITS**

### **SECTION 26.1 ELIGIBILITY**

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

If the Employer considers changing the healthcare plan, the Employer shall give as much notice to the Union as feasibly possible of their intent to change plans. The Employer shall provide the Union with detailed descriptions of the new healthcare plans being considered, including their

effective date and any potential impact on covered employees. The notification shall be delivered to the Union in writing.

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

## **SECTION 26.2 FUTURE MEDICAL PLANS**

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

The Parties agree that the Labor Management Committee may 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 27: HOLIDAYS**

### **SECTION 27.1: QUALIFYING HOLIDAYS**

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

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

#### **Holiday Pay**

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

## **ARTICLE 28: UNINTERRUPTED CLIENT SERVICES**

Neither the Union, the caregivers or their agents shall directly or indirectly, authorize, assist, encourage and/or participate in any way in any strike activity, walkouts, slowdowns, sickouts or other similar interference with services provided to clients by the caregivers. The Union,

caregivers and their agents shall not, for purposes of enforcing this Agreement, conduct picketing against the Employer, its agents and/or its representatives. The Union, caregivers and their agents shall not picket for any reason against clients in locations where caregivers perform services.

In the event that the Employer believes that any such activity is imminent or is occurring, the Employer's representative shall contact the President or Secretary-Treasurer of the Union prior to taking any personnel or legal action in order to afford the Union the opportunity to inform its members of this contract provision.

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

## **ARTICLE 29: COMPLETE AGREEMENT**

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

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

## **ARTICLE 30: SUCCESSORSHIP**

This Agreement shall be binding upon the successors and assigns of the Parties hereto, and no provisions, terms, or obligations herein shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, change in legal entity, transfer or assignment of either Party hereto. In the event the Employer sells, transfers, leases or assigns the operations covered by this Agreement to any other entity, the Employer shall, as a condition of such sale, transfer, lease, or assignment, require that the purchaser, transferee, lessee, or assignee a) adopt and agree to be bound by this Agreement, without change in any of the Agreement's terms and obligations, b) do so through a contractually binding written instrument, c) recognize the Union as the exclusive bargaining representative of all employees covered by the Agreement, and d) hire all Consumer Direct Care Network Alaska ("CDAK")

caregivers covered by this agreement currently employed by CDAK on the date of the sale, transfer, lease, or assignment of assets. The Employer shall inform any prospective purchaser, transferee, lessee, or assignee of the foregoing conditions upon receiving the first offer.

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

## **ARTICLE 31: TERM OF AGREEMENT**

### **SECTION 31.1 EFFECTIVE DATES**

This Agreement shall become effective at ratification and shall remain in effect through June 30, 2026, unless amended by mutual written agreement of the Parties or extended under Article 31.1.

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 SCALES

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

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

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

Executed this 19<sup>th</sup> of November 2024.

**For the Service Employees International Union 775:**



---

Sterling Harders, President

**For the Consumer Direct Care Network Alaska:**



---

Aileen Pick, Labor Relations Director