SEU 775 – Catholic Community Services
2025-2027 CBA
Union Proposal V01 – Date Time - _______

ARTICLE 1: RECOGNITION

Catholic Community Services of Western Washington recognizes SEIU 775, (hereinafter referred to as the "Union") as the exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all workers employed as a Home Care Assistant (HCA), or work in any position related to delivery of such in-home services under the home care license of Catholic Community Services for staff providing personal care service, including but not limited to: home care workers, home care aide, caregivers, personal care assistants, Community Health Workers (CHW), Certified Nursing Assistants (CNA or NAC), Nurse Aide Registered (NAR), Licensed Practical Nurses (LPN or LVN), Registered Nurses (RN), and any other similar job title or classification; excluding all employees not employed in the in-home services or programs delivered by the Employers, managers, confidential employees, office clerical employees, translators, professional employees, guards, and supervisors as defined in the National Labor Relations Act, by Catholic Community Services currently doing business as Catholic Community Services of Western Washington (hereinafter referred to as "CCS" or the "Employer") within the State of Washington.

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

Tentatively Agreed To:

For the Union: ______________________

Date: ______________________

6/5/2025

For the Employer: ______________________

Date: 6/5/25

ARTICLE 2: UNION SECURITY

SECTION 2.1 MEMBERSHIP DUES

All employees covered by this Agreement shall comply with the requirements of this section, as a condition of continued employment, on or before the thirtieth (30th) day following the signing of this Agreement, or no later than thirty (30) days following the first day of employment for employees hired after the effective date of this Agreement, either (1) commence payment of regular monthly dues uniformly required of members or (2) pay a fair share representation fee.

The Employer shall include a Union Membership Card in each employee's employment paperwork. The card will be reserved for the Union Representative/Advocate, as available, to review the membership card with new employees during their orientation. After collecting said card from new employees during their orientation, the Employer shall retain a copy for itself and send a complete digital copy to the Union within five (5) business days via common electronic format agreed upon by the Employer and the Union. Cards collected by a Union Advocate will be shared with the Employer to make a copy for itself.

~~The Employer agrees to distribute membership forms for the Union with basic employment paperwork, which shall be forwarded to the Union within seven (7) days of receipt.~~

SECTION 2.2 CAUSE FOR DISMISSAL

Failure by an employee to satisfy Section 2.1 above shall constitute cause for dismissal provided the Union makes a written request for discharge, verifying that the employee received written

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notification by certified mail of the delinquency and notification that nonpayment within fourteen (14) days will result in discharge by the Employer. The Employer shall provide written notice to the Union of such discharge within thirty (30) days.

SECTION 2.3 DUES DEDUCTION PROCEDURE

The Employer agrees to deduct from each bargaining unit employee's pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union by Automated Clearing House (ACH) Payment within ten (10) days after the end of each pay period. 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 shall refund any amounts paid to it in error.

The Union will indemnify, defend, and hold CCS harmless against any claims made and any suit instituted against the Employer on account of the application of any provision of this article.

SECTION 2.4 BARGAINING UNIT ROSTER

The Employer shall provide the Union, in a secure manner, with a list of all current employees covered by this Agreement ten (10) days after the end of each pay period. This list shall include the following fields:

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SEIU 775 – Catholic Community Services
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- pay period start
- Pay period end date
- last name
- ~~preferred last name~~
- first name
- ~~preferred first name~~
- middle name
- ~~preferred pronouns~~
- address
- address last updated
- phone number
- shift
- cell phone number
- email address
- social security number
- classification
- FTE status
- work location
- original hire date
- ~~or last~~ Most recent rehire date if applicable
- hours worked

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- wage step
- cumulative hours worked and credited at CCS
- wage rate
- differential rate (if applicable and available), ~~and~~
- gross monthly pay
- dues assessable pay for each employee along with the dues amount collected for each employee.

In addition, this list shall include termination and transfer or promotions dates (when applicable), employment or leave status, and the employee's work location, employee ID#, gender, total hours accrued, membership status/dues percentage, date of birth, PTO balance, PTO hours paid, amount paid in COPE, amount paid in voluntary deductions. All information provided by the Employer under this section shall be transmitted to the Union in a common, commercially available electronic format specified by the Union. The formatting of the Roster and Deduction report and file naming convention shall conform to the template provided to the Employer by the Union, to the extent the employer is able to provide the required data. If the Employer desires to change the agreed upon format, the Employer shall give the Union no less than sixty (60) days' notice. During that time the Union and Employer shall meet to discuss the change.

Should the Union require additional and reasonable information, the Employer shall make a good faith effort to provide the requested information in a timely manner and will make a good faith effort to verify that records submitted shall accurately reflect the membership status of

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each employee listed and endeavor to identify any discrepancies between the roster and its records. If the report is delayed the Employer will notify the Union when the report will be delivered.

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

SECTION 2.5 POLITICAL ACCOUNTABILITY FUND (COPE)

The Employer agrees to deduct from the monthly pay of each employee who has authorized it an amount the employee voluntarily authorizes for political purposes. 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. The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) contributions will be promptly transmitted to the Union by separate check payable by Automated Clearing House (ACH) Payment to the Union and identified as COPE deductions, at the same time as the remittance of dues. The amount(s) deducted shall be transmitted monthly to the Union, and the Union shall refund any amount(s) remitted to it in error.

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SECTION 2.6 OTHER 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 employee's paycheck following receipt of written authorization. The authorization shall remain in effect until or unless revoked in writing by the employee or the Union. The amount deducted and a roster of all employees using payroll deduction for voluntary deductions will be promptly transmitted to the Union by separate check payable to the Union and identified as Voluntary Deductions, at the same time as the monthly remittance of dues.

The Employer reserves the right to ensure that the authorization of payroll deductions complies with applicable Federal and State laws regarding deductions from wages. The Employer may require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction.

SECTION 2.7: ELECTRONIC SIGNATURE

The parties acknowledge and agree that, consistent with the Electronic Signatures in Global and National Commerce Act (Pub. L. 106–229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96) the terms "authorize," "authorized", "authorization form" and "written authorization," as used in this Agreement, include without limitation authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for

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voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement. In addition to electronic scanned copies of paper authorizations from the Union, the Employer shall accept copies of electronic signatures and digital files containing voice authorizations and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement. The Union understands the Employer may require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction.

SECTION 2.8: DATA SECURITY

The Employer and Union acknowledge the importance of keeping employee information confidential. The Union understands the Employer has a policy which requires the approval of the Vice President of Human Resources prior to any release of personnel files and associates' records. 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.

Should the request include the names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement, the Employer agrees that it shall execute a non-disclosure agreement with any third-party before the third party receives this information.

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ARTICLE 4: EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The parties agree to work jointly to address inherent discrimination. We will establish, through the application of this agreement, positive and progressive actions in order to redress the effects of past discrimination, eliminate any possible present discrimination, to prevent further discrimination and to ensure equal opportunity in the application of this Agreement.

CCS and the Union are committed to an equal employment opportunity policy that prohibits discrimination on the basis of the following:

- Race
- Ethnicity
- Ancestry
- Sex
- Pregnancy, ~~parental or familial status~~
- Gender and/or gender identity or perceived gender identity
- Sexual orientation or perceived sexual orientation
- Physical or Mental Disability (except as exempted by a bona fide occupational qualification)
- Color
- Age

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- Religious affiliation
- Veteran status
- Service in the Armed Forces of the United States
- National or tribal origin
- Genetic Information
- Citizenship status
- Marital status
- Political affiliation
- Creed
- Union membership or activity
- Other characteristics or consideration made unlawful by Federal, State or Local law or by Government agency regulations.

The E~~e~~mployer further agrees that they shall not discriminate in condition of employment based on these characteristics (except for bonified occupational qualifications). The Employer and the Union also commit to support equal employment opportunity and affirmative recruitment to ensure a diverse work force. The Employer and the Union shall develop a way to produce the parties' collective bargaining agreement in multiple languages to ensure inclusion and acknowledgement of employees who wish to read the contract in a different language

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other than English; this topic can be a subject for discussion at the Labor Management Committee.

All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees, and members of the public alike, will be treated fairly and with dignity and respect.

SECTION 4.1 PRIVACY RIGHTS AND IMMIGRANT SAFETY

The Union is obligated to represent all workers without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect workers against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state, and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials.

To the extent permitted by law, the Employer shall notify the affected employee(s) they have the right to contact the Union if any D.H.S. (Department of Homeland Security) or ICE (Immigration and Customs Enforcement) agent contacts the Employer to enable a Union representative or attorney to take steps to protect the rights of workers.

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ARTICLE 7: GRIEVANCE PROCEDURE

SECTION 7 .1 GENERAL DEFINITIONS

The Employer and the Union are committed to addressing and resolving workplace issues in a fair and responsible manner at the lowest possible level. A grievance is defined as a claim against, or dispute with, the Employer by an employee or the Union involving an alleged violation by the Employer of the terms of this Agreement, the employee handbook, Home Care policies and/or procedures, or past practices or policies of the Employer.

SECTION 7.2 INITIATING A GRIEVANCE

Most grievances should be presented first at the lowest level, with the immediate supervisor. An employee, advocate, or Union Representative may initiate a grievance. Special circumstances may require resolution at a higher level than the immediate supervisor; in such cases, the Employer may accept the initial filing of the grievance at Step Two (2) or Three (3).

Complaints of discrimination shall be filed initially at Step 2.

Appeals of terminations shall be filed initially at Step 3 within fifteen (15) ~~thirty (30)~~ calendar days from the date they are issued.

SECTION 7.3 TIME LIMITS, MEETINGS AND NOTIFICATION

The purpose of time limits within the Grievance Procedure is to ensure the swift resolution of disputes. Time limits may be extended or waived at any step of the grievance procedure by mutual written agreement of the parties. The employee or Union awaiting a response at any

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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 may conduct meetings in person, by phone, video conference, or waive meetings by mutual agreement. Email is a valid notification under this Article.

Employees will be compensated for time spent (including windshield time) at a grievance meeting at their normal rate of pay.

SECTION 7.4 INFORMAL STEP - STEP ONE (1): IMMEDIATE SUPERVISOR

An issue in dispute will be addressed between the immediate supervisor and the employee involved, within thirty (30) calendar days of the incident giving rise to the dispute. The employee may request representation by an advocate or union representative. Advocates and supervisors are encouraged to gather information to assist in establishing facts about the dispute. The dispute does not need to be presented in writing, and the resolution of the issue may also be verbal. Disputes resolved at this level shall be final and binding unless inconsistent with this Agreement, but shall not form precedent for any future or other disputes arising under this Agreement.

If the issue is not resolved within ten (10) calendar days from the date of the Step 1 meeting, or should the supervisor fail to respond, the employee may advance the issue to Step Two of the grievance procedure.

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SECTION 7.5 FORMAL GRIEVANCE PROCEDURE - STEP TWO (2): SERVICE DIRECTOR

The issue in dispute shall be written as a formal grievance, clearly setting forth the facts in dispute. The grievance shall be submitted by the employee grievant (s), the advocate or the union representative to the Service Director for resolution at Step 2.

The Service Director shall have ten (10) calendar days from receipt of the grievance to meet with the grievant and grievant' s advocate or union representative to hear the grievance, and to attempt to resolve the dispute. If the grievance is not resolved within the ten (10) calendar days of the Step 2 meeting or if the Service Director fails to respond, the Union has the right to advance the grievance to Step Three (3).

SECTION 7.6 STEP THREE (3): LONG-TERM CARE SYSTEM DIRECTOR

The Long-Term Care System Director shall have ten (10) calendar days from receipt of the grievance to recommend a resolution of the grievance. The Union may request a meeting to present and discuss the grievance with the Long-Term Care System Director in which case a meeting shall be held with the LTC System Director or designee. If the resolution proposed by the Long-Term Care System Director is unacceptable, or should the Long-Term Care System Director fail to respond at Step 3 within ten (10) calendar days from the date the step 3 grievance was submitted, the Union shall have the right to advance the grievance to arbitration.

SECTION 7.7 MEDIATION (OPTIONAL)

Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step 3. A mediator shall be selected by mutual agreement of the Employer and the Union within five (5) calendar days of advancement of a grievance to mediation, from a list of

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trained mediators provided by the Federal Mediation and Conciliation Service or by mutual agreement. The mediator shall hear the presentation of the grievance within ten (10) calendar days of the date of selection, or as mutually agreed to by the parties. The mediator shall issue a recommended solution within ten (10) calendar days of the presentation of the grievance. Should the mediated resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration.

SECTION 7.8 ARBITRATION

If the grievance is unresolved through Steps 1-3 and/or mediation, the Union may proceed to arbitration within fifteen (15) calendar days of the date the Employer response is received or due in Step 3, or within fifteen (15) calendar days from the date a mediated resolution is rejected. The parties shall utilize the expedited arbitration model under FMCS Guidelines.

An arbitrator shall be selected by mutual agreement of the Employer and the Union. In the event mutual agreement is not reached on selection, an arbitrator shall be selected from a list of seven (7) arbitrators provided by the Federal mediation and Conciliation Service (FMCS). The arbitrator shall be selected by alternate strikes of the list; the party to strike first shall be determined by a coin toss.

Within fifteen (15) calendar days of the date of arbitrator selection, the arbitrator shall identify date(s) for the arbitration and shall convene the arbitration within thirty (30) calendar days from the date of selection. The arbitrator shall issue a final and binding decision within thirty (30) calendar days from the date of conclusion of the arbitration proceedings.

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The arbitrator's power shall be limited to interpreting the Collective Bargaining Agreement, the Employer's Handbook or policies, as applied to the grievance dispute before the arbitrator. The arbitrator's decision shall be final and binding upon the parties.

The Employer and the Union shall each bear the cost of its own arbitration presentation, including the costs of witnesses, and shall bear equally the fees and cost of the arbitrator.

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ARTICLE 10: HEALTH AND SAFETY

SECTION 10.1 RIGHT TO SAFE WORKING CONDITIONS

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employees shall be required to work in any situation that would threaten or endanger their health or safety and the Employer shall notify employees of any health or safety risks prior to a client assignment and employees have the right to decline working for a client who lives in a situation which could threaten their health and safety.

Such situations include but are not limited to: bodily harm to the employee; threatening behavior of the client or others in their home to the employee; sexual harassment of the employee by the client or by persons in the household, clients with symptoms or conditions communicating their needs to the employee in ways that the person providing care may experience or interpret as harassment; or any other situation that would be a threat to the employee's health or safety. In any event, employees should not have to experience discrimination, abusive conduct, and challenging behaviors without assistance or redress and will immediately report to their Employer any working condition that they believe threatens or endangers their or the client's health or safety.

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

A. Effective July 1, 2021, the Employer shall develop a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and challenging behavior and work to resolve issues impacting the provision of personal

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care, and the policy must include stated permission and a process for allowing workers to leave situations where they feel their safety is at immediate risk. This process must include a requirement to notify the Employer and applicable third parties as soon as possible. The policy shall be available in at least the following languages: English, Spanish, Russian, and~~-~~Vietnamese.

B. The Employer may not terminate an employee, reduce the pay of an employee, or not offer future assignments to an employee for requesting reassignment due to alleged discrimination, abusive conduct, or challenging behavior.

C. The Employer must inform an employee of instances of discrimination and abusive conduct occurring in or around the client's home care setting prior to assigning the employee to that client, and throughout the duration of service, if those instances are:

I. Documented by the Employer; or

II. Documented by a third party and communicated to the Employer.

D. The Employer must inform an employee of a client's challenging behavior prior to assigning the employee to said client if it is documented:

I. In the client's care plan;

II. By the Employer; or

III. By a third party and communicated to the Employer.

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

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

SECTION 10.2 IMMINENT DANGER TO HCA

Any employee who believes in good faith that his/her health and/or safety is in imminent danger at an assigned work location may leave that location immediately.

The employee shall report the incident to his/her supervisor as soon as possible after leaving the assigned work location. The employee shall be paid for his/her entire scheduled assignment, including all travel time and travel miles (except errands not performed) he/she would have been paid had the assignment been completed as scheduled.

CCS shall investigate the incident and shall report the incident to the client's family or guardian for private-paid clients, to DSHS for public-paid clients, and to any other appropriate agency. CCS shall provide copies of any documentation related to the incident to the Union upon request. The Employer does, however, reserve the right to protect client confidentiality in the release of this information.

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If CCS continues to serve the client, any future employee assigned to that client shall be provided with copies of any documentation related to the incident before he/she is required to begin the assignment and obtain in return from the employee a signed acknowledgment of receiving such documentation. A verbal approval from the employee that is documented by the employer is also acceptable. CCS reserves the right to protect client confidentiality in the release of this documentation.

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 10.3 SAFETY EQUIPMENT & SUPPLIES

CCS will continue to provide protective equipment as required by law, including gloves, masks, aprons, protective eyewear, and tongs. No employee shall be required to provide at his/her own expense safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, to perform any task for a client. The Employer shall provide both latex-free and powder-free options for gloves, and shall dispense the gloves in such a manner as to safeguard the sterile conditions. If such a situation arises where there are insufficient supplies or materials, the employee will report the situation immediately to his/her supervisor.

~~The Employer shall include respirator masks on the list of PPE provided to Caregivers in areas with extreme weather conditions.~~

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SECTION 10.3.1 SAFETY SHOES

For over ten years Catholic Community Services has been providing a pair of new thick-soled tennis-shoes to HCA's who request as part of the CCS "Shoe Scholarship". A new pair of shoes is generally available every two years. CCS will continue this program.

SECTION 10.4 CLEANING EQUIPMENT & SUPPLIES

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

SECTION 10.5 VACCINATIONS

As required by law, the Employer will continue to offer Hepatitis B shots free of charge to the HCA., The Employer and Union will work together to offer, at no cost to the employee or Employer, Hepatitis A shots, flu shots and other vaccinations as deemed appropriate. The Employer will continue to follow federal and state guidelines for Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination.

SECTION 10.6 SAFETY COMMITTEE

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

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The Labor-Management Committee and the Safety, No Harassment and No Discrimination Committee will provide input to be used by the CCS Safety Committee and the Quality Assurance program as required by SB 6205. Safety will be a standing agenda item for the Labor Management Committee.

SECTION 10.7 NATURAL DISASTERS AND EMERGENCY DECLARATIONS

The parties recognize that responding to extreme weather, natural disasters and emergency declarations is an essential component of workplace safety.

A. If a Caregiver is already at a client's home when an emergency or extreme weather event occurs, and staying at the client's home would endanger the safety of the caregiver's household or family, the caregiver may leave the client's home without fear of retaliation or disciplinary action provided that the caregiver notifies the Employer immediately.
B. In the event of a declared emergency, the LMC agrees to convene within a reasonable time after the event to address the impacts of the emergency on working conditions.

~~**SECTION 10.7 WORKPLACE SAFETY THROUGH CLIMATE PREPAREDNESS**~~

~~As climate change intensifies, the impact on health and safety becomes increasingly evident. The Employer recognizes that climate preparedness is an essential component of workplace safety and shall include it in the Employer's policies and procedures to safeguard against the effects of extreme weather and environmental changes.~~

~~A. If a Caregiver is off the clock at the time an emergency is declared, the Caregiver will not be required to get to a client's home to work their regularly scheduled shift. The Employer shall determine the conditions and probable length of time~~

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~~necessary for returning to work, after investigation or contact with the relevant state and local emergency departments.~~

~~B. If a Caregiver is already at a client's home when an emergency or extreme weather event occurs, and staying at the client's home would endanger the safety of the caregiver's household or family, the caregiver may leave the client's home without fear of retaliation or disciplinary action.~~

~~C. Caregivers shall be granted leave with pay for shifts when they are unable to report to their client's home because of natural disasters or emergencies beyond their control.~~

~~D. In the event of a declared emergency, the LMC agrees to convene within a reasonable time after the event to address the impacts of the emergency on working conditions.~~

~~E. The Employer shall send at least the following items outlined in Section 10.3 to the client's home~~~~, including a~~ ~~list of recommended items to be included in an emergency preparedness kit and an emergency communication plan.~~

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ARTICLE 12: WORK ASSIGNMENT

SECTION 12.1 HOURLY ASSIGNMENT

Care provided to a client on an hourly basis in assignments of less than twenty-four (24) hours per day, normally to a maximum of forty (40) hours per week.

SECTION 12.2 SLEEP OVER ASSIGNMENT DEFINITION

A sleep over assignment can be defined as care provided to a client on a sleep over basis, from a minimum of nine (9) hours to a maximum of eleven (11) hours per assignment, including eight (8) hours of uninterrupted sleep. Employees working sleep over assignments shall be paid their regular hourly wage rate for all sleep over hours worked, except as provided below. The employee would in most cases be assigned to prepare the breakfast meal for the client.

The employee is assigned primarily for the reassurance of the client. If the employees sleep period of eight (8) hours is interrupted by client needs more than three (3) times during his/her/their sleep period, the employee shall report these interruptions and the cause to his/her/their immediate supervisor. Should these interruptions result in the employee receiving less than five (5) consecutive hours of sleep, the employee shall be paid his/her/their regular hourly rate for the entire assignment. For authorization of such payment, the employee must report the interruptions no later than the close of the next business day.

The employee shall be paid their regular hourly rate for any authorized hours worked beyond the sleep over maximum.

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SECTION 12.3 LIVE-IN ASSIGNMENT

Care provided to a client on a live-in basis of twenty-four (24) hours per assignment. Live-In employees shall be paid their live-in daily rate as set forth in the Appendix A to this Agreement for each twenty-four (24) hour shift worked. Except as provided below, Live- In employees shall receive eight (8) hours credit for all other purposes set forth in this Agreement for each live-in assignment worked.

The Live-In Home Care Assistant shall be expected to provide eight (8) hours of regular client care, eight (8) hours standby care and shall be provided eight (8) hours uninterrupted sleep during the twenty-four (24) hour assignment. If the Live-In Home Care Assistant is interrupted more than three (3) times during the sleep period, the employee shall be paid his/her regular hourly rate for the entire assignment. For authorization of such payment, the Live-In employee must report the disturbances no later than the close of the next business day. If additional employee(s) are assigned to the client home so that the Live-In employee can receive eight (8) hours of uninterrupted sleep, the additional employee shall be paid his/her/their regular hourly rate for the duration of the assignment. Home Care Assistants working live-in assignments shall be allowed to accept meals from the client.

SECTION 12.4 DISPATCHED HCA/MENTOR POSITIONS

SECTION 12.4.1 ESTABLISHMENT OF DISPATCHED POSITIONS

The Employer shall establish and post open Dispatched HCA positions as needed and based upon client service demands. Dispatched HCA positions shall be opened and filled at the discretion of each Service Director. Dispatched HCAs are used to temporarily fill emergency,

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substitute and/or difficult-to-staff assignments and to mentor new employees as assigned and approved by the Employer. Dispatched HCAs shall not be granted assignment to the same client(s) on a regular or long-term basis.

SECTION 12.4.2 DEFINITIONS AND HOURS

All Dispatched HCAs shall be advised of their "on duty" schedule to include a daily start and end time.

Full-time Dispatched HCAs shall be available for and paid for forty (40) hours per week, regardless of whether or not client hours are available during this time.

Part-time Dispatched HCAs who are assigned less than a full-time schedule shall be available for and paid for the number of weekly hours they work in a "dispatched" assignment and regardless of whether or not client hours are available during this time.

SECTION 12.4.3 QUALIFICATIONS

Openings for Dispatched HCA positions shall be filled based on the level of demonstrable skills as delineated in the Dispatched Worker Job Description. Should CCS determine that the skills of employees who are applying for an opening are equal, seniority shall prevail in the selection of the applicant. An employee’s ability to perform non-HCA duties (including, but not limited to, office clerical work) shall not be considered when filling Dispatched HCA vacancies.

Beginning on July 1, 2009, and subject to available funding, Dispatched Workers/Mentors shall be paid one dollar ($1) per hour above their regular HCA pay rate, when providing mentoring tasks as assigned and approved by the Employer and upon successful completion of specialized coursework in mentoring skills.

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SECTION 12.4.4 GUARANTEED HOURS

Dispatched HCAs shall be paid on a regular, guaranteed hours' basis to include mileage for travel from the Dispatched HCA's home to their first assigned client and travel from the last assigned client to the Dispatched HCA's home. The guaranteed paid hours provisions of this section shall prevail in the event of a conflict with the provisions of Article 5 of this Agreement.

SECTION 12.4.5 REQUIREMENTS

The Employer can require Dispatched HCAs to wait by the phone at home, or to perform non-HCA duties in the CCS office during hours for which the Dispatched HCA is being paid. Dispatched HCAs shall make their best effort to perform non-HCA duties as instructed. Failure to perform non-HCA duties in a manner satisfactory to CCS shall not be considered just cause for discipline, except in cases of gross misconduct.

Dispatched HCAs assigned shall agree to accept all client assignments offered consistent with their current Work Agreement Form. Dispatched HCAs who decline client assignments that are consistent with their current Work Agreement Form will be subject to reassignment to regular (non-Dispatched) HCA status.

SECTION 12.5 WORK AVAILABILITY

Employees wishing to increase or decrease the number of scheduled hours or days shall use the Work Agreement Form to advise the Employer of the number of hours requested and the hours and days the employee is available. Changes to the Work Agreement Form shall take effect no later than two (2) weeks after submission, provided that assignment of additional hours shall

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take place as described in Section 12.6, below. Employees shall note in a box provided on the form if they are seeking hours to gain or maintain eligibility for health insurance.

SECTION 12.6 ASSIGNMENT OF HOURS

SECTION 12.6.1 SENIORITY

CCS shall assign, by seniority, available hours to employees whose current Work Agreement Form indicates they wish to work additional hours, provided the employee has the skills required to provide necessary services to the assigned client, and provided further, the Employer is not required to assign a client to an employee that would result in more than fifteen (15) minutes additional travel time (by auto) between clients.

Employees who self-identify with needing more hours to qualify or remain in benefits, will be afforded education by CCS as to how they may avail themselves of more hours.

SECTION 12.6.2 RIGHT TO REPLACEMENT HOURS CUT INVOLUNTARILY

Employees whose client assignment is reduced involuntarily, through no fault of their own, shall be assigned replacement client hours before the Employer assigns additional hours to other employees who may be seeking to increase their client schedule.

SECTION 12.6.3 TEMPORARY ASSIGNMENT OF CLIENT HOURS

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

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SECTION 12.6.4 TRAVEL TIME AND RIGHT TO DECLINE ASSIGNMENT

The employee may decline an additional assignment if the new client results in more than thirty (30) 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.

SECTION 12.6.5 NOTIFICATION OF AVAILABLE HOURS

The Employer will publish information, by office, regarding available hours via paycheck memos, ~~and~~ or by other means after notifying the Union, which will assist the employee in obtaining more hours. This information will be published at least monthly ~~and include the sex of the client, location, hours and care needed~~~~.~~ It is the responsibility of the employee to notify her/his/their immediate supervisor when their schedule changes. The employee is expected to submit a monthly work schedule and to keep the Work Agreement Form updated and current. ~~The transition of this notification of available hours to online notification shall be a subject of the Labor-Management Committee.~~

SECTION 12.7 HCA/CLIENT INCOMPATIBILITY

Employee-s, clients, or supervisors shall have the right to request that an HCA be reassigned due to perceived employee /client incompatibility. Employee-s and supervisors shall meet to discuss the perceived incompatibility and if the situation cannot be resolved to the satisfaction of both parties, the employee shall be reassigned from that client. Reassignment will be based on available hours. By mutual agreement of the employee and supervisor, employee hours which could be reduced due to such reassignment shall be considered reduced through no fault of the employee. An employee whose hours are reduced due to reassignment, may request to

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work with different CCS offices in order to work more hours if desired and if hours are available in other CCS offices.

SECTION 12.8 REQUIREMENT TO ACCEPT ASSIGNMENT - NON-DISPATCHED HCAS

Regular work assignments that are consistent with the employee's current Work Agreement Form and all other provisions contained under this Article shall be accepted and worked by the employee, unless the employee deems the work assignment or work environment unsafe. The Employer shall document when an employee declines a regular assignment, noting the date and reason and if the employee expressed not having felt safe.

The Work Agreement Form includes specific agreements such as the willingness and ability to work with clients who are smokers (or in an environment where smokers are present), and with clients who have pets. An employee may be subject to discipline if the employee refuses assignment to a client for reasons other than those listed on the Work Agreement Form, and for which the employee is otherwise qualified unless the employee reported to the their immediate supervisor or Human Resources department that he/she/they were in a potentially unsafe work assignment or work environment. An employee refusing assignment will be reminded that such refusal may lead to disciplinary action unless the employee informed their supervisor or Human Resources department that the work assignment or work environment was unsafe, up to and including dismissal if the employee repeatedly refuses assignment.

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Article 13 – Leaves - No Change

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ARTICLE 15: HEALTH AND WELFARE TRUST FUND BENEFITS

SECTION 15.1 COMPREHENSIVE BENEFIT PACKAGE THROUGH THE TRUST

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

SECTION 15.2 CONTRIBUTIONS

The hourly contribution rate shall be the hourly contribution rate established by the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the "Healthcare Rate"). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating Section 15.2.

MEDICAID-FUNDED HOURS WORKED

Effective July 1, 2025, the Employer shall contribute the Healthcare Rate or five dollars and twenty-two cents ($5.22), whichever is higher, to the Trust for each Medicaid-Funded Hour worked.,

Effective July 1, 2026, the Employer shall contribute the Healthcare Rate or five dollars and fifty-seven cents ($5.57),whichever is higher, to the Trust for each Medicaid-Funded Hour worked.

Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours.

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

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NON-MEDICAID-FUNDED HOURS WORKED

Effective July 1, 2025, the Employer shall contribute the Healthcare Rate or five dollars and twenty-two cents ($5.22), whichever is higher to the Trust for each Non-Medicaid-Funded hour worked.

Effective July 1, 2026, the Employer shall contribute the Healthcare Rate or five dollars and fifty-seven cents ($5.57), whichever is higher, to the Trust for each Non-Medicaid-Funded Hour worked.

Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

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

Contributions required by Section 15.2 shall be paid periodically as required by the Trust.

SECTION 15.3 ELIGIBILITY STANDARDS

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

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

SECTION 15.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION

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

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

SECTION 15.5 PURPOSE OF THE TRUST

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

SECTION 15.6 TRUST AGREEMENT

The Employer and the Union agree to be bound by the provisions of the Trust's Agreement and Declaration of Trust, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated. This Collective Bargaining Agreement controls in the event that there is a dispute as to the terms or provisions in this CBA and any Trust agreement or document. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to either document.

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SECTION 15.7 INDEMNIFY AND HOLD HARMLESS

The Trust shall be the policy holder of any insurance plan or health care coverage plan offered by and through the Trust. As the policy holder, the Trust shall indemnify and hold harmless from liability the Employer from any claims by beneficiaries, health care providers, vendors, insurance carriers or home care workers covered under this Agreement.

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ARTICLE 16: PAID TIME OFF (PTO)

SECTION 16.1 ACCRUAL OF PAID TIME OFF

All employees shall accrue one (1) hour of Paid Time Off (PTO) for every twenty-three (23) hours worked.

SECTION 16.2 LIMIT TO ACCRUAL OF PAID TIME OFF

Paid Time Off hours shall cap at one hundred and eighty-seven and a half (187.5) hours. Employees shall accrue, but not be eligible to use, Paid Time Off during their introductory period, except employees may use Paid Time Off after the first ninety (90) days of employment for sick leave per state law. Employees whose employment is severed prior to the end of their Introductory Period shall not be eligible to "cash out" unused Paid Time Off.

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

SECTION 16.3 SCHEDULING AND USE OF PAID TIME OFF

Employees may schedule accrued Paid Time Off in increments of one (1) hour or more and employees may accumulate a maximum of one hundred and eighty-seven and a half (187.5) hours Paid Time Off. Employees wishing to use accrued Paid Time Off must arrange requests with their supervisor. Longer periods of Paid Time Off shall be granted originally on a first-come, first-served basis and then based on seniority.

Supervisors shall respond to approve or deny leave requests within five (5) working days from the receipt of the leave request form from the employee.

Employees may utilize accrued and unused Paid Time Off for purposes of illness, or for any other reason when previously approved by his/her supervisor.

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ARTICLE 17: WAGES

SECTION 17.1 WAGE SCALE

Employees covered by this Agreement shall be compensated according to the wage schedules set forth in Appendix A to this Agreement. Employees who are paid at a rate higher than the applicable scale steps shall receive an increase equal to the new rate plus the difference between the current pay rate and the new scale step.

SECTION 17.2 HOME CARE AIDE (HCA), CNA OR PROFESSIONAL CREDIT

Home Care Assistants who hold and submit a valid Certified Nurses Assistant license, Home Care Aide Certification (HCA), (or an equivalent or greater license), shall receive twenty-five cents ($0.25) cents per hour differential for each hour they are paid. Employees who have been re-hired shall be credited with all previous hours earned while working as a CCS HCA on the scale, plus any applicable hours worked as an HCA which can be verified, and shall be placed on the scale accordingly. Newly hired employees who have completed verifiable hours of previous paid, professional personal care work prior to their employment with the employer, shall receive credit on the wage scale up to the maximum amount that can be verified.

SECTION 17.3 WAGE PROGRESSION

Employees shall advance along the wage scale based upon hours of service with the Employer including any one-step credit in section 6.1. HCAs shall receive credit for all hours paid, and all unpaid hours credited for benefit purposes towards advancement along the wage scale. An employee's total accumulated hours shall be itemized and labeled as such on the employee's paycheck stub.

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

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SECTION 17.4 WEEKEND DIFFERENTIAL PAY FOR HOURLY ASSIGNMENTS

An additional one dollar ($1.00) per hour shall be added to the HCA's regular rate of pay for each hour assigned and worked on Saturday and/or Sunday.

SECTION 17.5 WAGE DIFFERENTIALS

The Employer and the Union recognize two paths to qualify for wage differentials:

Advanced training differentials – these apply for all provided hours worked by an employee to all clients for which the employee works. Employees in this category are assumed to be able to work for clients who have client-specific needs such as Toileting, Transfer, and Behavioral issues.

Client-specific differentials – are based on the needs of specific clients. These include Total Transfer, Total Toileting and Behavioral needs and are paid when employees work for a specific client.

An employee is able to qualify for one set of differentials. While differentials stack within the category – advanced training or specialized client-based needs, they do not stack outside of the two sets of differentials.

Client-specific differentials:

- Total Transfer Differential: All hours worked for clients who Total Transfer shall be paid an additional fifty cents ($0.50) per hour. To be eligible for this differential the HCA must be authorized and must perform the task (this differential applies to hourly work only, not live-in or sleep over shift services).
- Total Toileting Differential: All hours worked for clients who Total Toileting shall be paid an additional fifty cents ($0.50) per hour. To be eligible for this differential the HCA must be

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authorized and must perform the task (this differential applies to hourly work only, not live-in or sleep over shift services).

- Special Skill Differential to Meet Client Behavioral Needs: All hours worked for clients who have behaviors which significantly impact the provision of personal care and/or which necessitate special skills or training as defined and authorized by the Employer shall be paid an additional fifty cents ($0.50) per hour. This differential applies to hourly work only, not live-in or sleep over shift services.
- Community Health Worker Differential: All hours worked as a Community Health Worker (CHW) shall be paid an additional one dollar and fifty cents ($1.50) per hour. This will stack with other differentials.

ADVANCED TRAININGS:

Advanced Training Differential: Employees who have completed Advanced Training (discontinued in February 2017) to meet apprenticeship standards beyond the training required to receive a valid "Home Care Aide" certification (as set forth in Training Partnership curriculum) shall continue to receive a differential of twenty-five cents ($0.25) in addition to their hourly rate and differentials.

The Employer will honor completed Advanced Training at the time of hire for new employees with verification from the employee or the Training Partnership.

Advanced Training Differential (Advanced Home Care Aide Specialist-ACHAS/Advanced Behavioral Health Care Aide Specialist-ABHCAS):

Employees who complete the Advanced Home Care Aide Specialist (ACHAS) or Advanced Behavioral Home Care Aide Specialist (ABHCAS) Training (set forth in the Training Partnership Curriculum), as referenced in Article 18 – Training, shall receive a differential of seventy-five cents ($0.75) in addition to

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their hourly rate and other applicable non-client specific differentials. Employees assigned by the Employer to receive ACHAS and/or ABHCAS Training will meet criteria set forth in Article 18 – Training, and must have completed their probationary period. The number of employees who may complete the training is limited to 63 (sixty- three) employees over the life of this two-year agreement as determined by the Employer's contribution to the Training Partnership (as set forth in Article 18 – Training).

The Employer will honor completed Advanced Training, Advanced Home Care Aide Specialist (ACHAS), and Advanced Behavioral Health Care Aide Specialist (ABHCAS) training at the time of hire for new employees with verification of completion from the employee or the Training Partnership.

Employees participating in this training shall be paid by the Employer at their regular rate of pay.

- Mentor Differential: An employee who is assigned by the Employer as a mentor, preceptor or trainer of other employees or prospective employees shall be paid an additional one dollar ($1.00) per hour differential in addition to the employee's regular hourly wage rate, and in addition to any other differentials or adjustments, for each hour that he or she works as a mentor, preceptor or trainer.
- Nurse Delegation: An employee shall receive a differential of fifty cents ($.50) per hour for all hours worked for a client for whom the HCA is delegated a nursing task. The nurse delegation differential stacks with either client specific or advanced training differentials.

SECTION 17.6 PAY DAYS

Employees shall be paid at least twice per month, no later than ten (10) days following the end of the pay period.

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Payroll shall be paid on the 10th and 25th of each month. If the pay dates fall on a weekend or holiday, the payday shall be the next business day following the 10th or 25th, except the Christmas paycheck shall be paid on December 24th.

Employees shall be furnished with itemized deductions, current hours worked, cumulative career hours worked, wage step, accrued time off, current wages, current wage rate, cumulative wages, and any regularly itemized deductions.

SECTION 17.7 DIRECT DEPOSIT

All payments in an electronic payroll system will be made by direct deposit or by check for employees without bank accounts. Pay stubs will be maintained and distributed in paper format. Employer shall provide computer access at each of its offices for employees to access their pay records. This computer access shall be available on request, provided such requests occur during regular business hours. Any reference to "paycheck" in this Agreement for Employer shall mean the direct deposit (or debit card payroll payment) and/or the associated electronic payroll statement.

SECTION 17.8 L&I WORKER CONTRIBUTIONS

Catholic Community Services has never required HCAs to pay for the CCS worker's compensation program. The Employer and the Union agree to continue this long-standing practice. All employees covered by this Agreement shall not be required to contribute to the Employer's Labor and Industries (L&I) insurance costs. The Employer will assume all costs associated with L&I insurance premium payments.

SECTION 17.9 PREDICTABLE INCOME

Catholic Community Services and SEIU775 share the goal of eliminating poverty through just wages, benefits, and working conditions.

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Predictable income is a key factor in helping people rise out of poverty. The work in home care is unpredictable due to the changing needs of clients, collectively and individually. While both employer and employee may desire a full-time schedule with predictable start and stop times, this is often impossible.

The parties agree to develop and to pilot a program that allows for predictable and consistent hours for caregivers, using the dispatched HCA position as a starting point. The Labor Management Committee will develop this program. In the event a decision is reached by the Labor Management Committee; such decision shall not become effective until approved by both the Union and the Employer and shall be reduced to writing. The program will begin no later than July 1, 2020. Data collected and recommendation will be reported out of the LMC. The Employer will invest three cents ($0.03) per every hour worked to this program beginning July 1, 2020 (excluding vacation, PTO and training hours).

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ARTICLE 18: HOME CARE TRAINING AND CERTIFICATION

SECTION 18.1: TRAINING PARTNERSHIP

The parties recognize that Catholic Community Services has played and continues to play an instrumental and long-standing role in developing and building the home care training program in the State of Washington. Recognizing our mutual commitment to development of a workforce capable of meeting the increasingly acute needs of the people served by home care and our encouragement of the development of human potential, the Employer will contribute to a fund for training and skills upgrading, known as the Training Partnership, pursuant to RCW 74.39A.009 and 74.39A.360. The Training Partnership will possess the capacity to provide training, peer mentoring workforce development and other services to home care aides. The Employer shall become and remain a participating employer in such a Partnership during the complete life of this Agreement, and any extension thereof.

There shall be established a "certification benefit" for the exclusive purpose of defraying the initial costs of certification and testing fees required by the Department of Health (DOH) or their testing agent for bargaining unit members to remain qualified to provide in-home care services. This benefit shall also be administered by the Training Partnership.

SECTION 18.2: CONTRIBUTIONS

18.2.1 TRAINING PARTNERSHIP

The hourly contribution to the Training Partnership (Partnership) for training, and certification and testing fees shall be no less than the hourly training contribution rate established by the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked (Hereinafter the

"Training Partnership Rate"). If the Training Partnership Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this section.

18.2.2 MEDICAID-FUNDED HOURS WORKED

Effective July 1, 2025, the Employer shall contribute the Training Partnership Rate or fifty and one-half cents ($0.505), whichever is higher, to the Partnership for each Medicaid-Funded Hour worked of which two and one-half cents ($0.025) can be used to support the certification and testing benefit. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time-off, and training hours.

Effective July 1, 2026, the Employer shall contribute the Training Partnership Rate or fifty-one and one-half cents ($0.515), whichever is higher, to the Partnership for each Medicaid Funded Hour worked of which two and one-half cents ($0.025) can be used to support the certification and testing benefit. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time-off, and training hours.

The Employer agrees that all funds received by the Employer for purposes of training and certification will be provided to the Partnership.

18.2.3 NON-MEDICAID-FUNDED HOURS WORKED

Effective July 1, 2025, the Employer shall contribute the Training Partnership Rate or fifty and one-half cents ($0.505), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents ($0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this

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

Tentatively Agreed To:	
For the Union:	For the Employer:
__________________	PN __________________
Date:	Date:
9/16/2025	9/16/25

Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective July 1, 2026, the Employer shall contribute the Training Rate or fifty-one and one-half cents ($0.515), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents ($0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid time off, and training hours.

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

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

SECTION 18.3 TRUST AGREEMENT

The Employer and the Union hereby agree to be bound by the provisions of the Trust's Agreement and Declaration of Trust, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated.

SECTION 18.4 ADVANCED TRAINING

The parties agree to participate in a new advanced skills training track designed for agency workers who support clients who have heavy personal care needs or experience behaviors of significant frequency and intensity based on criteria to be established by the Employer.

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

Tentatively Agreed To:

For the Union:	For the Employer:
______________________	PN ______________________
Date: 9/16/2025	Date: 9/16/25

Participation in advanced training shall be established by criteria set by the Labor Management Committee. The criteria may take into account seniority and other factors that would indicate a client or worker who would benefit from advanced training.

If necessary, the Training Partnership may establish criteria for prioritizing available classroom slots.

> To participate in the advanced skills training track, providers:Must be an agency provider with (i) a valid Home Care Aide certification or (ii) exempt from certification under RCW 18.88B.041 (1)(a)(i)(A) or (iii) RCW 18.88B.041 (1)(a)(i)(B), has at least 1,000 Career Cumulative Hours, and has completed seventy (70) hours of basic training, be nurse delegated, or have completed advanced training provided by the Training Partnership prior to 2016.b. Must meet any other criteria established by the LMC.

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

Tentatively Agreed To:	
For the Union:	For the Employer: PN
Date: 9/16/2025	Date: 9/16/25

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ARTICLE 19: SECURE RETIREMENT BENEFITS

SECTION 19.1 PARTICIPATING IN A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST

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

SECTION 19.2 CONTRIBUTIONS TO RETIREMENT TRUST

The hourly contribution rate to the Retirement Trust shall be the hourly contribution rate established by the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the "Retirement Rate"). If the Retirement Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this Section 19.2.

MEDICAID-FUNDED HOURS WORKED

Effective July 1, 2024, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Medicaid-Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and twenty cents ($1.20) per Medicaid-Funded hour worked by all home care workers covered by this Agreement with six-thousand and one (6001) or more career cumulative hours; (ii) eighty cents ($0.80) for each Medicaid-Funded Hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and (iii) fifty cents ($0.50) for each Medicaid-Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours. Medicaid-Funded Hour(s) worked shall be defined as

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

Tentatively Agreed To: For the Union: ______________________ Date: 9/16/2025	For the Employer: PN ______________________ Date: 9/16/25

all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours.

Effective, July 1, 2026, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and sixty-five cents ($1.65) per Medicaid Funded hour worked by all home care workers covered by the Agreement with eight thousand one (8,001) or more cumulative career hours, (ii) eighty cents ($.80) per Medicaid Funded hour worked by all home care workers covered by this Agreement with seven-hundred one (701) up to but not including eight thousand and one (8001) cumulative career hours and (iii) fifty cents ($.50) per Medicaid Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours.

NON-MEDICAID-FUNDED HOURS WORKED

Effective July 1, 2024, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and twenty cents ($1.20) per Non-Medicaid Funded hour worked by all home care workers covered by this Agreement with six-thousand and one (6001) or more career cumulative hours; (ii) eighty cents ($0.80) for each Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and (iii) fifty cents ($0.50) for each Non-Medicaid Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care

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

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

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

Effective, July 1, 2026, the Employer shall contribute to the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Non Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and sixty-five cents ($1.65) per Non Medicaid Funded hour worked by all home care workers covered by the Agreement with eight thousand one (8,001) or more cumulative career hours, (ii) eighty cents ($.80) per Non Medicaid Funded hour worked by all home care workers covered by this Agreement with seven-hundred one (701) up to but not including eight thousand and one (8001) cumulative career hours and (iii) fifty cents ($.50) per Non Medicaid Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours.

Contributions required by this Section 19.2 shall be paid periodically as required by the Trust.

SECTION 19.3 TRUST AGREEMENT

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

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

Tentatively Agreed To:	
For the Union:	For the Employer:
______________________	PN ______________________
Date: 9/16/2025	Date: 9/16/25

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Employer Economic Proposal Package #2 corrected scale – 9/15/25

Time - _______

Wage Scale

Step	7/1/2025	1/1/2026	7/1/2026	1/1/2026
0-2000	$ 23.27	$ 23.38	$ 24.29	$ 24.43
2001-4000	$ 23.40	$ 23.51	$ 24.43	$ 24.57
4001-6000	$ 23.52	$ 23.63	$ 24.56	$ 24.68
6001-8000	$ 23.63	$ 23.75	$ 24.68	$ 24.82
8001-10000	$ 23.75	$ 23.87	$ 24.81	$ 24.97
10001-12000	$ 23.95	$ 24.07	$ 25.03	$ 25.18
12001-14000	$ 24.22	$ 24.34	$ 25.31	$ 25.56
14001-16000	$ 24.94	$ 25.06	$ 26.06	$ 26.21
16001-20000	$ 25.22	$ 25.34	$ 26.35	$ 26.51
20001-24000	$ 25.56	$ 25.69	$ 26.72	$ 26.88
24001-40000	$ 25.82	$ 25.95	$ 26.99	$ 27.15
40001 +	$ 26.34	$ 26.58	$ 27.53	$ 27.69

HCA/C-NA Differential = + $0.25

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

Tentatively Agreed To:

For the Union:	For the Employer: PN
____________________	____________________
Date: Type text here	Date: 9/16/25

SEIU 775 – Catholic Community Services
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Time - _______

MOU on Mileage

The IRS mileage reimbursement rate shall be limited to $0.715.

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

Tentatively Agreed To:

For the Union:	For the Employer: PN
Date: 9/16/2025	Date: 9/16/25

APPENDIX A - WAGE SCALE AND BONUSES

July 1, 2025

Cumulative Career Hours	Base Wage	Base Wage + HCA Differential
0 - 2000	$23.27	$23.52
2001 - 4000	$23.40	$23.65
4001 - 6000	$23.52	$23.77
6001 - 8000	$23.63	$23.88
8001 - 10000	$23.75	$24.00
10001 - 12000	$23.95	$24.20
12001 - 14000	$24.22	$24.47
14001 - 16000	$24.94	$25.19
16001 - 20000	$25.22	$25.47
20001 - 24000	$25.56	$25.81
24001 - 40000	$25.82	$26.07
40000 +	$26.34	$26.59

January 1, 2026

Cumulative Career Hours	Base Wage	Base Wage + HCA Differential
0 - 2000	$23.38	$23.63
2001 - 4000	$23.51	$23.76
4001 - 6000	$23.63	$23.88
6001 - 8000	$23.75	$24.00
8001 - 10000	$23.87	$24.12
10001 - 12000	$24.07	$24.32
12001 - 14000	$24.34	$24.59
14001 - 16000	$25.06	$25.31
16001 - 20000	$25.34	$25.59
20001 - 24000	$25.69	$25.94
24001 - 40000	$25.95	$26.20
40000 +	$26.58	$26.83

July 1, 2026

Cumulative Career Hours	Base Wage	Base Wage + HCA Differential
0 - 2000	$24.29	$24.54
2001 - 4000	$24.43	$24.68
4001 - 6000	$24.56	$24.81
6001 - 8000	$24.68	$24.93
8001 - 10000	$24.81	$25.06
10001 - 12000	$25.03	$25.28
12001 - 14000	$25.31	$25.56
14001 - 16000	$26.06	$26.31
16001 - 20000	$26.35	$26.60
20001 - 24000	$26.72	$26.97
24001 - 40000	$26.99	$27.24
40000 +	$27.53	$27.78

January 1, 2027

Cumulative Career Hours	Base Wage	Base Wage + HCA Differential
0 - 2000	$24.43	$24.68
2001 - 4000	$24.57	$24.82
4001 - 6000	$24.68	$24.93
6001 - 8000	$24.82	$25.07
8001 - 10000	$24.97	$25.22
10001 - 12000	$25.18	$25.43
12001 - 14000	$25.56	$25.81
14001 - 16000	$26.21	$26.46
16001 - 20000	$26.51	$26.76
20001 - 24000	$26.88	$27.13
24001 - 40000	$27.15	$27.40
40000 +	$27.69	$27.94

ARTICLE XX4: PRODUCTION OF AGREEMENT

SECTION XX4.1 COST OF TRANSLATION

The Employer and the Union support equal employment opportunity and affirmative recruitment to ensure a diverse workforce. The Employer and the Union shall jointly share the costs of producing and printing this Agreement in no less than three (3) and up to ten (10) languages most commonly spoken and read among bargaining unit members as determined by the Union to ensure inclusion and acknowledgement of employees who wish to read the contract in a language other than English, provided that the cost to the Employer shall not exceed ~~ten~~ fifteen thousand dollars ($15,000) during the life of this Agreement. Any costs over and above fifteen thousand dollars ($15,000) shall be borne exclusively by the Union.

SECTION XX4.2 RELATED MATERIALS

In addition to the actual text of the Agreement and by mutual agreement of the Parties, the printed copy of the Agreement may contain introductory statements, highlights, or graphics included for the purposes of making the Agreement easier to understand and in order to provide the information most important to home care workers (such as their wage scales, benefits, and rights) in an easily-accessible, user-friendly format.

SECTION XX4.3 DISPUTES REGARDING THIS AGREEMENT

Regarding the production of the Agreement in languages other than English and the inclusion of introductory statements, highlights, or graphics, the parties agree that all disputes regarding the interpretation or application of this Agreement shall be determined based solely on the original English-language Agreement signed by the parties, and not upon any other language version or upon any introductory statements, highlights, or graphics.

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

Tentatively Agreed To:	
For the Union:	For the Employer: PN
Date: 9/16/2025	Date: 9/16/25

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Union Proposal V01 – Date Time - _______

ARTICLE 26: TERM OF AGREEMENT

This Agreement shall become effective July 1, 2025, and shall remain in effect through June 30, 2027. In the event that the State reduces or increases the established vendor rate or reimbursement calculation for contracted services provided by the Employer and/or there is any other increase or reduction in the level of reimbursement established at the time of the signing of this Agreement, the parties agree to immediately reopen this Agreement for negotiations on all economically impacted sections. Within two (2) weeks of the close of the legislative session, the parties agree to schedule negotiations for the successor agreement which shall begin as soon as practical. The parties will establish a goal of concluding the negotiation on or before June 30, 2027. The parties agree that there may be issues specific to the employer that could be appropriately addressed in addendum(s) to the successor agreement. If the parties to this Agreement are still in negotiations for a successor Agreement as of June 30, 2027, all the terms of this Agreement shall automatically be extended until such time as a new Agreement is concluded, or the parties reach impasse in bargaining. The parties agree that if, during the period of these negotiations, impasse is reached, the Parties may mutually agree to refer unresolved issues which are mandatory subjects of bargaining to a process of binding interest arbitration.

Should the parties not agree to refer the outstanding issues to interest arbitration, Article 10 (Uninterrupted Client Services) shall be waived and shall not be in effect. During the period of waiver of Article 10, the parties shall be free to exercise any lawful rights of economic action.

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Deleted: 2025

Deleted: 2 (two)

Deleted: 5

Deleted: 2025

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

Tentatively Agreed To: For the Union:	For the Employer: 6/5/25
Date: 6/5/2025	Date:

SEIU 775 – Catholic Community Services
2025-2027 CBA
Employer Counter – September 19, 2025 Time - _______

ARTICLE XX: USE OF ARTIFICIAL INTELLIGENCE (AI)

~~Section XX.1. DEFINITION~~

~~For the purposes of this Agreement, "Artificial Intelligence" (AI) refers to any technology, system, or software that uses algorithms, machine learning, or automated decision-making to analyze data and make or assist in making decisions or predictions. This includes, but is not limited to, tools that monitor, evaluate, or influence scheduling, productivity, timekeeping, GPS tracking, client care plans, or performance.~~

~~Section XX.2. APPLICABILITY TO HOME CARE~~

~~In the home care setting, AI may appear in technologies such as:~~

- ~~Apps or platforms that automatically assign or recommend caregivers to clients;~~
- ~~Tools that track or evaluate workers' locations, routes, or time spent in the home;~~
- ~~Predictive scheduling tools or automated shift matching;~~
- ~~Systems that monitor or record interactions between caregivers and clients;~~
- ~~Any tools that generate reports used for supervision, performance evaluation, or disciplinary decisions.~~

~~SECTION XX.3 PROHIBITED USES OF AI~~

~~The Employer shall not use Artificial Intelligence (AI) technology to monitor, track, or dictate driving routes, productivity metrics, or other aspects of employee performance or working conditions without prior written consent from the Union.~~

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

Tentatively Agreed To:	
For the Union:	For the Employer: PN
Date: 9/19/2025	Date: 9/23/25

SECTION XX.4 NOTIFICATION AND BARGAINING REQUIREMENTS

The Employer shall provide written notification to the Union at least thirty (30) days in advance of any planned AI implementation which the Employer plans to use in programs which impact bargaining unit members. Upon notification, the Employer shall enter good-faith bargaining with the Union to address potential impacts of AI on working conditions and privacy. The Employer agrees to provide the Union with complete and relevant information on any proposed AI system, including its purpose, scope, data collection parameters, decision-making processes, and potential impact on employment terms.

SECTION XX.5 DATA PROTECTION AND PRIVACY

The Employer shall not input, share, or utilize any personally identifiable information (PII) of bargaining unit employees—including names, Social Security numbers, addresses, or work histories—in any AI system without prior written Union consent. All data usage involving AI must comply with applicable laws, the collective bargaining agreement, and industry privacy standards, ensuring PII remains confidential, secure, and used only for authorized purposes. In the event of unauthorized access, misuse, or data breach involving bargaining unit data in AI systems, the Employer shall promptly notify the Union and implement corrective actions.

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

Tentatively Agreed To:	
For the Union:	For the Employer: PN
Date: 9/19/2025	Date: 9/23/25

SEIU 775 – Catholic Community Services
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Union Proposal V02 – July 30, 2025 Time - _______

MEMORANDUM OF UNDERSTANDING - IMMIGRATION

The parties agree that Employer policies disclosed in July 2025 govern the Employer's conduct as it pertains to immigration enforcement authorities. The Employer shall provide notice and opportunity to bargain over substantive changes to that policy, unless the changes are required to maintain compliance with applicable law, in which case only notice of the change and effective date must be provided to the Union.

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

Tentatively Agreed To:

For the Union:	For the Employer:
Date: 8/6/2025	Date: 8/6

SEIU 775 – Catholic Community Services
2025-2027 CBA
Current Contract Language Proposal V02 Time - _______

The parties agree that the exact language from the following articles contained in the 2023-2025 Collective Bargaining Agreement be included in the 2025-2027 Collective Bargaining Agreement:

Preamble

Article 3 – Union Rights

Article 5 – Seniority

Article 8 – General Provisions

Article 6 – Discipline Action and Just Cause

Article 9 – Labor/Management Committee

Article 11 – Hours of Work and Overtime

Article 14 – Holidays

Article 20 – Management Rights and Responsibilities

Article 21 – Uninterrupted Client Services

Article 22 – Severability

Article 23 – Subcontracting

Article 24 – Partnership

Article 25 – No Harassment, Discrimination, or Retaliation

MOU – Charitable Contribution

MOU – Differential Pay

LOU - Certification

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

Tentatively Agreed To:

For the Union: ____________________ For the Employer: PN ____________________

Date: 9/18/2025 Date: 9/19/25