ARTICLE 1: RECOGNITION

SECTION 1.1: UNION RECOGNITION

The Employer recognizes SEIU 775 as the sole and exclusive collective bargaining representative for the purposes of establishing salaries, wages, hours, benefits, and working conditions for all employees who are employed by the Employer throughout the State of Washington.

SECTION 1.2: BARGAINING UNIT COMPOSITION

The bargaining unit shall including but not limited to include: all full-time, regular part-time, and on-call Activity Coordinators, Administrative Assistants, , Case Managers, Certified Occupational Therapy Assistants (COTAs), Home Care Assistants, Home Care Aide Specialists, Intake Specialists, Kitchen Workers, Certified Nursing Assistant (CNA), Licensed Practical Nurse (LPNs), Occupational Therapists, Program Assistants, Program Assistants/Case Managers, Social Workers, Social Services Professional, Administrative Assistants, Alzheimer's Coordinator, and Time Program Coordinators employed by the Employer at its Western Washington locations, excluding all employees not employed in the in-home services, adult day health, or programs delivered by the Employer which are not considered to be managers, confidential employees, office clerical employees, interpreters, professional employees, guards, and supervisors as defined in the National Labor Relations Act.

SECTION 1.31: NEW POSITIONS

If during the life of this Agreement, the Employer elects to create a new position or modify an existing job classification or job description in the unit defined by Article 1 (Recognition), the Employer shall give the Union advance written notice of the new position and proposed wage rate within fourteen (14) calendar days. The Union shall have fourteen (14) calendar days from receipt of such notice to request negotiations on the new position and the proposed wage rate.

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| Sochflel | - Bush Decol |
| Date: | Date: |
| 12/4/2025 | 12/3/2025 |

If requested by the Union, the parties shall meet promptly to negotiate the wage for the new position.

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| Soylottel | Dana Russ |
| Date: 2/4/2025 | Date: |
| 12/4/2025 | 12/3/2025 |

ARTICLE 2: UNION MEMBERSHIP AND UNION SECURITY

SECTION 2.1: UNION MEMBERSHIP

All bargaining unit employees shall, as a condition of employment, become and remain members of the Union tendering periodic dues and fees as determined by the Union. Each new employee shall be required to become and remain a member of the Union no later than the thirtieth (30th) day of employment. Employees in the bargaining unit at the time of ratification of this Agreement shall be required to become and remain members of the Union no later than three payroll periods following ratification of this Agreement. Any employee who fails to satisfy this obligation shall be discharged by the Employer pursuant to the provisions of Section 2.2.

SECTION 2.2: RELIGIOUS EXEMPTION

It is the intent of this Agreement that the provisions of this Article safeguard the right of employees to remain non-members based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any employee who claims a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall provide written notice of that claim to the Union, and shall arrange with the Union to make alternative payments in lieu of the payments required for Union membership to a nonreligious charitable organization (a 501 (c) (3) organization as defined by statute) of the employee's choice. Such employees shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 2.1 of this Article. Failure to satisfy this alternative payment shall result in discharge from employment, pursuant to Section 2.3 of this Article. The Employer shall not be financially liable for any failure of the affected employee or the Union to remit payments to the nonreligious charity.

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

Tentatively, Agreed To:

or the Union:

Date:

For the Employer

SECTION 2.3: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS

The Union may demand the discharge of any bargaining unit employee who is delinquent in payments required in this Article or refuses to become and remain a member of the Union.

The Union shall communicate delinquency to the affected employee and to the Employer within thirty (30) days of delinquency. The notice to the delinquent employee shall include a) the fact that the Union has no record of the employee's membership or religious exemption and b) the action required by the employee in order to satisfy requirements of this Agreement. This notice may include: the amount needed to pay delinquent dues in full, a membership form, and/or any other action needed on the part of the employee to satisfy obligations of this Agreement. The Union shall, at the same time, notify the Employer of the name and reason for delinquency of any employee.

Should the employee fail to satisfy obligations of this Agreement, within fifteen days from the date of the original notice of delinquency, the Union may demand in writing that the Employer discharge the employee. Following receipt of such demand, the Employer shall discharge the employee within 7 calendar days of the date of the Union's demand.

SECTION 2.4: BARGAINING UNIT INFORMATION

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

2.4.1 SECTION 2.5: DUES REPORT AND EMPLOYEE ROSTER

The Employer shall provide a roster of all bargaining unit employees covered by this Agreement to the Union five (5) business days after each payroll. The roster shall include:

Employee number

First Name (preferred by employee)

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

Tentatively Agreed To:

For the Union:

e: ///

For the Employer:

| Middle Name |
|--|
| Last Name |
| Last Name (preferred by employee) |
| Preferred Pronouns |
| Social Security Number |
| Phone Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format) |
| Mobile Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format) |
| Address Type (Mailing, Physical) |
| Address 1 |
| Address 2 |
| City |
| State |
| Zip |
| Email |
| Birthdate |
| Gender |
| Original Hire Date |
| Most Recent Hire Day |
| Termination Date |
| Wage rate |
| The Union reserves the right to add to, modify or withdraw this proposal. |

For the Employer:

SEIU 775 – Full Life Care 2025-2027 – CBA

Tentatively Agreed To:
For the Union

Overtime hours

Differential rate (if applicable)

Paid time off hours paid

Paid time off hours balance (rolling total should include the hours earned/used/forfeited on each row).

Cumulative lifetime hours worked used for wage step determination (CCH balance – rolling total should include the hours worked on each row).

Retro pay amount

Retro pay hours

Pay Period Start Date

Pay Period End Date

Pay Period Hours

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

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

Tentatively Agreed To:

For the Union

For the Employer:

Plate.

7/11/2025

Voluntary Deduction 4 Amount

Voluntary Deduction 5 Type

Voluntary Deduction 5 Amount

Gross pay

Work location

CBA Job classification

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:

Employee number

First Name (preferred by employee)

Middle Name

Last Name

Social Security Number

The Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or other reason. All information required to be transmitted under this Agreement shall be transmitted securely in a common electronic format agreed upon by the Employer and the Union. The formatting of the Roster and Deduction report and file naming convention shall conform to template provided to the Employer by the Union. If the employer desires to change the agreed upon format, the Employer shall give the Union no less than thirty (30) days notice. During that time the Union and Employer shall meet to discuss the change.

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

Tentatively Agreed To:

For the Union

For the Employer:

Date:

1/2-2-

The sum of the individual Union dues amounts in the Report/Roster shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Report/Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

Formatted: Heading 2

SECTION 2.5: PAYCHECK DEDUCTIONS

SECTION 2.65.1 DUES DEDUCTIONS

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 fifteen (15) days after the end of each payroll date for which the dues were deducted. 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. Deductions will begin at the start of the next payroll cycle following the direct receipt of the employee authorization or following receipt of employee deduction authorization updates from the Union. 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 Union will hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership fees, including the cost of defending against such claim or obligation.

| Tentatively Agreed To: For the Union: | For the Employer: |
|---------------------------------------|-------------------|
| Date: | Date: |
| 14/4/2025 | 19/3/9016 |

SECTION 2.75-2: POLITICAL ACCOUNTABILITY FUND/COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTION

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily signs and executes a written Committee on Political Education (COPE) wage assignment authorization form. When filed with the Employer, the written authorization form will be honored in accordance with its terms. The authorization form will remain in effect until or unless revoked in writing by the employee to the Union, by which the Union will notify the Employer to cease deductions. The amount deducted and a roster of all employees using payroll deduction for COPE contributions will be promptly transmitted to the Union by separate Automated Clearing House (ACH) payment payable to the Union and identified as COPE deductions, at the same time as the monthly remittance of dues. Deductions will begin at the start of the next payroll cycle following the direct receipt of the employee authorization or following receipt of employee deduction authorization updates from the Union.

Upon issuance and transmission of a check to the Union, the Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the written assignment of wages for the payment of COPE contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for, or on account of, any deduction made from wages of an employee.

SECTION 2.85.3: OTHER VOLUNTARY 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 to the Union, by which the Union will notify the Employer to cease deductions. The amount deducted and a roster of all employees using payroll deduction for voluntary deductions will be promptly transmitted The Union reserves the right to add to, modify or withdraw this proposal.

| Tentatively Agreed To: | |
|------------------------|-------------------|
| Forthe Union: | For the Employer: |
| Date: | Date: |
| 12/4/2005 | 12/3/2006 |

Formatted: Heading 2

Formatted: Heading 2

to the Union by separate Automated Clearing House (ACH) payment 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 2.96: MEMBERSHIP FORMS

For new employees, union membership materials shall be distributed with the basic employment paperwork required by the Employer. All membership forms for the Union completed by a new employee of the Employer will be forwarded provided to the Union via electronic format agreed upon by the Employer and the Union within five (5) business days upon receipt. The Employer shall maintain a copy of all membership cards and provide a digital copy upon request through the Data Maintenance process outlined in Section 2.11. no later than the thirtieth (30th) day of the new employee's employment with the Employer. If membership forms are mailed to the Union, they will be mailed with certified/trackable mail.

SECTION 2.109: ELECTRONIC SIGNATURE AND VOICE AUTHORIZATIONS

The Union may use electronic records to verify Union membership, subject to the requirements of state and federal law. Electronic records include electronically recorded phone calls, 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. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership. For any 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

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| Date: 12/4/2025 | Date: 12/3/2625 |

authorization for other voluntary deductions from wages or payments for remittance to the Union. The Union will indemnify and hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership dues and fees and any voluntary deduction authorized by the employee, including the cost of defending against such claim or obligation.

SECTION 2.110: DATA MAINTENANCE

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

SECTION 2.121: DATA SECURITY

In accordance with state and federal law, 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 employees unless required to do so due to ongoing litigation, pre-litigation, vendor requests made as part of benefits enrollment, government/agency requests to, to comply with a court order or other judicial/arbitral demand, or other 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 Union and the Employer will inform the other party of any data breaches that may result in a loss of data/personal information within ten (10) business days of becoming aware of the breach.

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

Tentatively Agreed ₹o:

For the Union:

Pate: 12/1/2

For the Employer:

ARTICLE 3: LABOR-MANAGEMENT COMMITTEE

SECTION 3.1: PURPOSE COMPOSITION

The purpose of Labor-Management Committees at Full Life Care shall be to address issues of mutual interest to the Union and the Employer, and to facilitate communication and collaboration between Union members and management in order to improve employment and care delivery practices.

SECTION 3.2: COMPOSITION

Each-The Committee shall consist of the following members:

Home Care - Up to six (6) members chosen by the Union, and up to six (6) representatives of management

Adult Day Health - Up to three (3) members per site chosen by the Union, and up to three (3) representatives of management per site

The Labor-Management Committees for each program will meet quarterly or as often as needed to discuss issues, concerns, suggestions and ideas of interest to both Parties.

Alternatively, and/or in addition, individual work sites/bargaining unit positions/programs may establish a Labor-Management Committee specific to an individual work site. Such a Labor Management Committee will consist of up to three (3) representatives of the Employer and up to three (3) representatives of the Union.

The Employer and the Union shall also establish a Labor-Management Committee with up to six (6) representatives from the Union and six (6) representatives of management with proportional representation from Adult Day Health, and Home Care. This Full Life Care-wide Labor Management Committee will meet quarterly or as often as needed to discuss issues, concerns, suggestions and ideas of interest to both Parties.

All employees shall be compensated at their regular rate of pay for the time spent at Labor

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| Jochy Ald | Donal Prace |
| Date: | Date: |
| 12/4/2025 | 213/2005 |

Management Committee meetings.

Such paid leave time shall be counted for the purpose of overtime computation or credited towards the employee's Cumulative Career Hours. Minutes or summaries from Labor-Management Committees shall be posted on Union bulletin boards. No Labor Management Committee will have authority to modify this Collective Bargaining Agreement.

Employees shall have the obligation to inform their supervisors in advance when they will be utilizing committee time and shall follow all usual scheduling procedures to ensure client care coverage.

SECTION 3.42: EMPLOYEE HANDBOOK

The Employer agrees to provide the Union with a copy of its Handbook within 30 days of its completion and will provide the Union with 30 days' notice of any changes that affect the terms and conditions of bargaining unit employees.

SECTION 3.3: PRODUCTION OF AGREEMENT CONTRACT

Employees speak a wide diversity of languages, often as part of their job, providing care to clients who speak languages other than English. The Labor Management Committee shall explore opportunities to translate the contract in full or in part (as individual articles or as summaries) to other languages besides English. The Union shall share in this responsibility, acknowledging the cost burden of translation. 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 different language other than English. The Employer and the Union agree to equally share these costs and the Employer and the Union shall first reach mutual agreement on the languages to be translated before proceeding with the translation of this Agreement.

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: / | For the Employer: |
| Fresh Acol | Desper Done |
| Date: | Date: |
| 12/4/2025 | 1213/2025 |

ARTICLE 4: UNION RIGHTS

SECTION 4.1: ADVOCATES OR WORKER REPRESENTATIVES

For purposes of representation and mutual administration of the contract, the Union will designate Advocates (worker representatives) up to two per work shift at each work site, or no more than one per thirty (30) home care employees from among its members employed by the

Employer. The Union will notify the Employer when an Advocate has been designated.

SECTION 4.2: ADVOCATE RECOGNITION

The Employer agrees to compensate designated Advocates at their regular rate of pay for their involvement in certain limited labor relations activities. These activities are defined as actual time spent in grievance meetings provided that the Advocate notifies the immediate supervisor(s) in advance and the supervisor(s) approves; labor management committee meetings including safety committee meetings, orientation presentations, negotiations, and other activities that benefit both the Union and the Employer by prior mutual agreement. Advocates shall have the obligation to inform their supervisors in advance when they will be utilizing Advocate time and

shall follow all usual scheduling procedures to ensure client care coverage.

Subject to appropriate advance notice and scheduling requirements, worker representatives up to a total of four (4) per calendar year per work site shall be granted eight (8) hours per calendar year to attend Union sponsored training in leadership, representation and dispute resolution. Worker representatives shall be compensated at their regular rate of pay for time spent in such

training.

Subject to appropriate advance notice and scheduling requirements, employees shall be granted

| Tentatively Agreed To: For the Union: | For the Employer: | David Richart |
|---------------------------------------|--------------------|---------------|
| Date: /2/4/2025 | Date: 12/4/2025 | |

unpaid time, except that an employee may choose to utilize any earned paid time off (i.e. vacation), to attend the Union Convention.

SECTION 4.3: EXECUTIVE BOARD MEMBERS

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

SECTION 4.4: BULLETIN BOARD

The Employer will provide a bulletin board or bulletin board space, in an area accessible to employees in each office or work site for union postings.

During the life of this agreement, should the Union develop a "virtual bulletin board" the Employer shall display a link provided by the Union. The parties shall meet to determine the appropriate place on the Employer's website to display the link.

SECTION 4.5: ORIENTATIONS: NEW EMPLOYEE ORIENTATIONS

A worker representative or union representative may meet with new employees during the Employer's new employee orientation to introduce employees to the Union and this Agreement. The Employer will ensure that the Union is made aware of the ongoing New Employee Orientation schedule, and any changes to that ongoing schedule will be given with fourteen five (514) days' notice. The Union portion of the Orientation meeting may last up to thirty (30) minutes, and will be held in conjunction with the Employer's New Employee Orientation. A worker representative may be released from work, if necessary. The Employer shall compensate the worker representative and any new bargaining unit employee at such employee's regular rate of pay up to thirty (30) minutes for the time spent in introduction of the new employee(s) to the Union and Union Contract. Advocates, or Union representatives

| Tentatively Agreed To: For the Union: | For the Emptoyer vid Richart |
|---------------------------------------|------------------------------|
| Date: 12/4/2025 | Date: 12/4/2025 |

will be able to make the Union presentation in person, by phone or video conference with at least forty-eight (48) hours' notice. In the-absence of a worker representative or union representative, the Employer will ensure that up to thirty (30) minutes are utilized to introduce new employees to the Union and this agreement. Information provided by an Employer representative to new employees will be factual information about the Union's role, benefits and services offered by the Union. The Union will provide materials to be given to new employees.

During the life of this agreement if the Employer offers New Employee Orientation (NEO) online, the Union shall be provided access to new employees as part of that orientation.

The Union shall participate in the following formats:

Live Virtual Presentation: The Union shall be given up to thirty (30) minutes of paid time during the online orientation session to meet with new employees. Both the worker representative(s) and the new employee(s) shall be compensated at the employee's regular rate of pay for this time.

Pre-Recorded Video: In lieu of a live presentation, the Union may submit a pre-recorded video (up to 30 minutes in length) to be included as a required component of the online orientation.

Time spent by new employees viewing this video shall be considered paid time.

The Employer shall notify the Union of the scheduled online NEO at least five (5) business days in advance. The Union shall provide the medium on which to meet, and the Employer will assist new employees with facilitating and joining the meeting with the Union representative.

Data Privacy: The Employer and Union shall ensure that any platform used for virtual orientation protects the confidentiality and privacy of both the Union and the employees.

| Tentatively Agreed To; | |
|------------------------|-------------------|
| For the Union! | For the Employer: |
| froffer. | David Richart |
| Date: | Date: |
| 12/4/2025 | 12/4/2025 |
| / | |

Specifically:

The Employer shall not record the Union's live presentation without express written consent from the Union.

<u>The Employer shall not monitor, record, or store any chat logs, and Q&A entries from the Union session.</u>

Employee names, questions, comments, and participation during the Union portion of orientation shall remain confidential and shall not be used by the Employer in any evaluative, disciplinary, or employment-related decision-making.

Technical Support: If technical difficulties arise that prevent the Union from presenting during the scheduled orientation, the Employer shall coordinate with the Union to reschedule the session or ensure that the Union's materials are distributed to the new employees without delay.

Nothing in this provision shall prevent the Union from requesting additional time or meetings with new employees outside of orientation.

SECTION 4.6 ACCESS TO NEW EMPLOYEES IN HOME CARE PROGRAM

The Employer shall schedule new caregivers for the thirty (30) minute "union time" at the required basic training of home care workers, such time shall be paid by the Employer. If applicable, The Employer will schedule employees to attend a fifteen (15) minute annual union time meeting connected to in-person Continuing Education Classes, such time shall be paid by the Employer. When an annual health and safety training is implemented, the union time block will be scheduled contiguous to those classes. The Union shall provide the Employer with the relevant Employee names and "union time" to be paid.

| Tentatively Agreed To: For the Union: | For the Employer: David Richart | |
|---------------------------------------|---------------------------------|--|
| Date: 12/4/2025 | Date: 12/4/2025 | |

SECTION 4.7: ACCESS TO EMPLOYER PROPERTY

A duly authorized representative of the Union may visit the premises of the Employer for Union

business concerning employees covered by this Agreement, upon first notifying the

Administrator or person in charge, of the intended visit by making a good faith effort to notify

the Employer at least twenty-four (24) hours in advance. The Union representative shall have

access to any bargaining unit employee in the non-work and nonresident areas, so long as it will

not interfere with employee performance or disrupt residents or guests. The Union agrees to

provide the Employer with a list of representatives, Advocates and officers and to maintain the

list in current status.

In accordance with the Employer's policies, the Union may use designated meeting rooms of the

Employer for meetings of members of the bargaining unit, provided sufficient advance request

for meeting facilities is made to the designated Employer representative, and that space is

available.

SECTION 4.8: ACCESS TO EMPLOYER PROPERTY: PERSONNEL FILES

Employees have the right to access their own personnel file. The employee and/or the

employee's advocate or representative may examine in the presence of an authorized Employer

representative the employee's permanent personnel files maintained in Human Resources, upon

the employee's written request. If the Advocate is present, the employee must also be present

at the same time. Files must be available within two (2) business days of a receipt of written

request. Employees will be given the opportunity to provide a written rebuttal, to be placed in

their file, to any materials that are a part of their file. Upon request, a copy of all written

disciplinary actions and performance evaluations shall be given to the employee.

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

Tentatively Agreed To:

For the Union;

Date:

For the Employer: Richart

Date:

12/4/2025

SECTION 4.9: EMPLOYEE COMMUNICATIONS

In order to facilitate communication relating to this Agreement, the ongoing work of the Labor

Management Committee, and any other Union business of a general nature, the Employer shall:

a) Should the Employer establish a newsletter directed at employees, or employee mail boxes at

the work site(s), the Union shall have the right to submit information for inclusion or distribution.

The Employer shall provide a literature box adjacent to timesheet drop boxes for the use of the

Union.

b) Websites maintained by the Employer that bargaining unit members might reasonably access

to seek employment related information shall contain a link to the Union's website.

c) The Employer shall display a link to the Union website on the opening webpage of the online

payroll website. When an employee logs into the payroll website, the initial screen will include

notification of new message(s) from the Union. The notification box of the initial page shall be

sufficient to provide detail of sender and subject of the message. The subject matter and the

content of the notification message shall be in compliance with applicable state law. The Union

shall provide materials to be included in notifications no later than twenty-one (21) days prior to

the day notification will be sent.

| Tentatively Agreed To: For the Union: | For the Employer: Vichart |
|---------------------------------------|---------------------------|
| Date: 12/4/2925 | Date: 12/4/2025 |

ARTICLE 5: UNION LEAVE

SECTION 5.1: SHORT UNION LEAVE (UNPAID)

With fifteen (15) calendar days' notice to the Employer, employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come, first-serve basis and with consideration to client care needs. Employees on unpaid union leave may utilize any earned PTO while on leave, and shall be entitled to any recognized, paid holiday which occurs while on such short leave if the employee would otherwise normally be entitled to the paid holiday.

SECTION 5.2: LOBBY DAY SHORT UNION LEAVE (PAID)

The Employer shall grant up to fifteen (15) paid shifts per contract year per program covered by this Agreement for employees to engage in public advocacyLobby Day for quality long-term care, as agreed between the Employer and the Union. The Employer shall make a good faith effort to maximize the number of employees released on unpaid leave to attend one of the main days designated as public advocacy days_Lobby Day by the Union. The Union will provide verification of attendance of employees within two weeks of the Lobby Day public advocacy event. The Union will make a good faith effort to ensure that the Employer is paying only for employees' paid shifts who are working the majority of their hours, or specifically the hours that have been cancelled as a result of the Union business, with the Employer.

SECTION 5.3: EXTENDED UNION LEAVE

Any employee elected or appointed to an office or position in the local Union shall be granted a leave of absence for a period of continuous service with the Union not to exceed two (2) years,

| For the Union: | For the Employer: Richart |
|-----------------|---------------------------|
| Date: 12/4/2025 | Date: 12/4/2025 |

except in cases where the term of office exceeds this period. Thirty (30) days written notice must be given to the Employer before the employee takes leave to accept such office or position, or before such employee returns to work. Such leave of absence shall be without pay by the Employer.

A leave of absence without pay shall also be granted to no more than four (4) employees at any one time for no more than ninety (90) calendar days each to conduct the Union's business provided fifteen (15) calendar days written notice is given and with consideration to client care needs. The Employer and the Union shall cooperate in the scheduling of substitutes, so that employees on leave can return to their job positions upon ending their leave. If this leave lasts more than sixty (60) calendar days' the Employer will not be able to guarantee home care workers a return to work with the same clients. If the Employer determines it will harm client services, the Employer may delay a leave request to the employee serving the affected client, until the Employer can find a suitable substitute. If more than one leave of this kind is taken per year by the same employee, the second or additional leave request shall be at the sole discretion of the Employer.

An employee on an approved union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. The Union or the Employee shall reimburse the Employer for benefit costs incurred by the Employer for employees on extended union leave. For purposes of Union Leave, all hours worked for the Union shall count as "hours worked" as defined in this Agreement to a maximum of the employee's regularly scheduled hours per month, including wage progression, seniority, benefit eligibility, and leave accrual, but excluding eligibility and contributions to the Training Partnership, and Secure Retirement Trust. The Union or the Employee shall provide documentation of extended union leave hours worked at a regular

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

Tentatively Agreed To:

| For the Union: | For the Employer David Richart |
|-----------------|--------------------------------|
| Date: 12/4/2025 | Date: 12/4/2025 |

| SEIU 775 – Full L | Life Care |
|-------------------|-----------|
| 2025-2027 – CB | Α |

interval that corresponds with the Employer's payroll timeline.

| Tentatively Agreed To: For the Union: | For the Employ Bavid Richart | | |
|---------------------------------------|------------------------------|-----------|--|
| Date: | Date: | 12/4/2025 | |
| 12/9/7075 | | | |

ARTICLE 6: DEFINITIONS

SECTION 6.1: PROBATIONARY EMPLOYEE

An employee who has been hired on a full-time or part-time basis and who has been continuously employed by the Employer for ninety (90) or less calendar days is a probationary employee. After ninety (90) days of continuous employment, the employee shall become a regular employee unless the probationary period is extended by mutual agreement. The Employer may extend the probationary period for up to an additional ninety sixty (6090) days. Such an extension must be presented to the employee in writing along with a written explanation of the reason(s) for the extension. The Employer shall not unreasonably or arbitrarily extend a probationary period beyond the initial ninety (90) days. During the probationary period, an employee may be discharged without recourse to the grievance procedure. If deemed necessary during the probationary period, the employee's supervisor will provide feedback on their performance with the intention to clearly identify job performance issues and will be available to answer any questions the employee may have. Employees completing the probationary period shall be credited with seniority retroactive to date of hire. Employees who are terminated solely due to failure to meet a training deadline or compliance requirement but are otherwise rehired within 6 months will not be required to serve a new probationary period if they had completed the probationary period prior to being terminated. If an employee is terminated prior to completing the probationary period and is rehired within 6 months, the time previously served during the probationary period shall be credited towards the completion of the probationary period, unless the termination was for cause unrelated to training or compliance.

| Tentatively Agreed To: For the Union: | For the Employer: | * | Richart |
|---------------------------------------|-------------------|-------|---------|
| Date: 12/5/2025 | Date: 12/4/2025 | Davio | Kichart |

SECTION 6.2: REGULAR FULL TIME EMPLOYEE

An employee so classified on the Employer's personnel records, and who is regularly scheduled and who works no less than twenty (20) hours per week (Homecare) and no less twenty-two (22) hours per week (all other programs) is considered a regular full-time employee.

SECTION 6.3: REGULAR PART TIME EMPLOYEE

An employee so classified on the Employer's personnel records, and who is regularly scheduled and who works less than twenty (20) hours per week (Homecare) and less than twenty-two (22) hours per week is considered a regular part-time employee.

SECTION 6.4: ON-CALL EMPLOYEE

An on-call employee shall be defined as an employee not regularly or consistently scheduled to work and or/and employee called in to work on an unscheduled, intermittent basis. On-call status will be reviewed for reclassification purposes if an employee is scheduled to work on the same basis as a benefit eligible full-time or part-time employee as defined within this Agreement for more than three (3) months. Those who are reclassified to a benefit-eligible regular full-time or regular part-time status shall begin to accrue seniority for purposes of wages and benefits accruals at the time of the reclassification.

SECTION 6.5: BARGAINING UNIT WORK

The Employer recognizes <u>the</u> importance of the integrity of the Bargaining Unit work. Bargaining Unit work shall be performed by classified regular full-time, regular part-time and on-call employees in the Bargaining Unit.

The Employer will not assign bargaining unit work to non-Bargaining Unit employees or volunteers except as noted in Section 6.6 and when temporary work relief is required for a period of time no longer than thirty (30) days or for emergency.

| Tentatively Agreed To: For the Union: | For the Employer: David Richart | | |
|---------------------------------------|---------------------------------|--|--|
| Date: 12/5/2025 | Date: 12/4/2025 | | |
| | | | |

No employee shall be hired in a temporary status.

SECTION 6.6: USE OF VOLUNTEERS (AMERICORPS, JESUIT VOLUNTEER CORPS, LUTHERAN VOLUNTEER CORPS)

The Employer and the Union agree that while volunteers provide a valuable resource to the Employer, volunteers shall not be used to replace bargaining unit workers, supervise or manage them.

In order to satisfy state's requirements for Adult Day Health sites operation, the Employer may continue to utilize volunteers in two (2) bargaining unit classifications, Case Manager and Program Assistant, within Adult Day Health program, limited to a total 1.5 FTE per Adult Day Health site for both classifications (example: 1.0 FTE Case Manager Volunteer and 0.5 FTE Program Assistant Volunteer per site).

| Tentatively Agreed To: | |
|------------------------|------------------------------|
| For the Union: | For the Employ Bavid Richart |
| Date: 12/5/2025 | Date: 12/4/2025 |

ARTICLE 11: HOURS OF WORK, MEAL AND REST PERIODS, AND OVERTIME AND ELECTRONIC VISIT VERIFICATION (EVV)

SECTION 11.1: NORMAL WORK PERIOD

A normal workweek shall be no more than forty (40) hours of work. The work week for payroll purposes and for determining overtime shall consist of seven (7) consecutive days beginning at 12:01 a.m. Saturday to Friday at midnight. The Employer may change the starting point of the work week at any time during this Agreement, with at least thirty (30) days' notice to employees and the Union.

SECTION 11.2: MEAL AND REST PERIODS

Employees shall be allowed an unpaid meal period of at least thirty (30) minutes which commences at least two (2) hours after the start of the shift and not more than five (5) hours from the start of the shift. Meal periods shall be paid by the Employer when the employee is required to remain on duty on the premises or at a prescribed worksite in the interest of the Employer. No employee shall be required to work more than five (5) consecutive hours without a meal. Employees required to work through their meal periods shall be compensated for such time at regular or overtime rates as may be appropriate.

Employees shall be allowed a paid rest period of fifteen (15) minutes for each four (4) hours working time which may be taken intermittently. Break period shall be scheduled as near as possible to the midpoint of the work shift. Meal and rest periods shall be coordinated by a supervisor.

SECTION 11.3: OVERTIME

An employee who works in excess of forty (40) hours per week shall receive one and one-half

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

Tentatively Agreed To:

For the Union.

Date:

12/4/2025

Date:

12/4/2025

(1.5X) times the employee's regular straight time hourly rate, including applicable differentials for those hours. Overtime must have prior supervisory approval, wherever possible.

11.4: ELECTRONIC VISIT VERIFICATION (EVV) FOR HOME CARE

The Employer utilizes an Electronic Visit Verification ("EVV") system as required by the federal 21st Century Cures Act and Washington State law for Medicaid-funded home care services.

Employees are required to use the Employer's EVV system to record the precise location, start, and end time of each shift.

The Employer will provide training and support to ensure that employees understand how to use the EVV system.

Formatted: Font: (Default) Calibri, 12 pt, Not Italic, Font color: Auto

Formatted: Font: (Default) Calibri

Formatted: Heading 2

Formatted: Font: (Default) Calibri

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

Tentatively Agreed To:

For the Union:

noto:

For the Employer

Date:

12/2000

ARTICLE 14: HOME CARE TRAINING AND CERTIFICATION

SECTION 14.1: HOME CARE TRAINING

SECTION 14.1.1 TRAINING PARTNERSHIP

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 individual providers. 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 14.1-2 CONTRIBUTIONS

The hourly contribution rate to the Training Partnership ("Partnership") for training and certification and testing fees on all hours shall be no less than the hourly training and certification contribution rate to the Partnership paid by the State of Washington pursuant to 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.

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union. | For the Employer: |
| petfly | David R |
| Date: | Date: |
| 145/2025 | 12/2/2028 |

MEDICAID-FUNDED HOURS WORKED

Effective July 1, 20252023, the Employer shall contribute the Training Partnership Rate or forty-ninefifty and one-half cents (\$0.495505), 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. Consumer participation and other non-billable hours shall also be excluded for contribution purposes.

Effective July 1, 20262024, the Employer shall contribute the Training Partnership Rate or forty-eight-fifty-one and one-half cents (\$0.485515), 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. -

NON-MEDICAID-FUNDED HOURS WORKED

Effective July 1, 20251, the Employer shall contribute the Training Partnership Rate or forty ninefifty and one-half cents (\$0.495505), whichever is higher, to the Partnership for 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,

| Tentatively Agreed To: | |
|------------------------|--------------------|
| For the Union: | For the Employer: |
| Date: 12/5/2025 | Date: 12 (3) 2028 |

and training hours.

Effective July 1, 20264, the Employer shall contribute the Training Partnership Rate or forty-eightfifty-one and one-half cents (\$0.485515), 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.

Contributions required by this provision shall be made periodically as required by the partnership.

SECTION 14.3 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.

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:

a. 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); and has completed seventy (70) hour basic training, or be nurse delegated or have completed the advanced training provided by the Training Partnership prior to 2016; and

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| LochAld | Para Rue |
| Date: | Date: |
| 12/5/2025 | 12/3/2025 |

b. Must meet any other criteria established by the LMC.

SECTION 14.41.3: 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 14.52: OTHER PROGRAMS TRAINING

The Employer will provide up to ten (10) hours of paid training per calendar year to employees who express a desire to enhance and expand their professional knowledge and skills. Such training opportunities will be arranged by the Employer upon a written request from the employee.

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| And Alel | Darces Que |
| Date: | Date: |
| 12/5/2015 | 12/3/2009 |

ARTICLE 15: HIRING RATES, WAGES AND DIFFERENTIALS

SECTION 15.1: HOME CARE ASSISTANTS

Home Care Assistants covered by this Agreement shall be compensated according to the provisions of this article and wage schedules set forth in Appendix "A" to this Agreement.

SECTION 15.21.1 PRIVATE PAY

Home Care Assistants providing services to Private Pay clients will be paid \$19.97/hour for Private Pay hours served OR-their regular rate of pay if their regular rate of pay including differentials. exceeds \$19.97/hour. The hourly rate is intended to be a flat rate and not to be inclusive of other differentials. This rate is intended to be in effect for Private Pay clients who are paying our regular, hourly Private Pay rate. This rate is not intended for services provided at Downtown Emergency Service Center (DESC), Seattle Housing Authority, or other low-income housing settings where Full Life Care is providing Private Pay services at a discounted rate. In those situations, an HCA's regular rate of pay would apply or, in the case of DESC, the special DESC wage rate in section 15.12 would apply. Effective January 1, 2025, and annually thereafter, the rate shall be adjusted to reflect the Seattle minimum wage.

SECTION 15.31.2 WAGE PROGRESSION AND EMPLOYEE TRANSFER

Employees shall advance along the wage scale based upon hours of service with the Employer including any credit in section 15.5, 15.61.4 and in accordance with Appendix A. An employee's total career hours with Full Life Care (actual and/or imputed) shall be itemized and labeled as such on the employee's paystub.

If an employee in the Adult Day Health program becomes a Home Care Assistant, their Cumulative Career Hours and credentials will be honored in accordance with Appendix A.

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

Tentatively Agreed To: For the Union!

For the Employer:

SECTION 15.41.3 PLACEMENT OF NEW AND RETURNING EMPLOYEES ON THE WAGE SCALE/PROFESSIONAL CREDIT

All new and returning employees shall be placed on the wage scale schedule set forth in Appendix A at the step appropriate to their verifiable experience as home care workers (for example, a new employee with between 8,001 and 10,000 hours of verifiable experience as a home care aide would be placed on Step 5 of the wage scale upon hire). An employee will provide evidence of previous work-hours, trainings, and licenses within ninety (90) days of their date of hire.

SECTION 15.51.4 PEER MENTORSHIP/ADVANCED TRAINING DIFFERENTIAL

Home care aides who have completed the 12-hour Peer Mentorship program offered by the Training Partnership will be paid a wage differential of ten cents per hour (\$0.10/hr) in addition to their regular rate of pay for all hours worked.

SECTION 15.6: ADVANCED TRAINING DIFFERENTIAL

A. ADVANCED TRAINING DIFFERENTIAL (Completed Before February 2017)

Home care aides who have completed the Advanced Training program operated by the Training Partnership will be paid a wage differential of twenty-five cents per hour (\$0.25/hr). The Employer will continue to honor completed Advanced Training completed prior to February 2017 at the time of hire for new employees with verification from the employee or the Training Partnership.

B. ADVANCED TRAINING DIFFERENTIAL

Employees who complete the Advanced Training (set forth in the Training Partnership*
Curriculum), as referenced in Article 14: Home Care Training and Certification, shall receive a differential of fifty cents (\$0.50) in addition to their hourly rate and other applicable differentials.

Employees assigned by the Employer to receive Advanced Training will meet criteria set forth in Article 14.

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

Tentatiyely Agreed To:

For the Union:

Date:

2/5/2025

For the Employer:

Date:

1912/95

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Line spacing: 1.5 lines

Employees participating in Advanced Training will be paid their regular hourly rate of pay by the Employer for all hours of training. It is the intent of the Employer to work with the Union on maximizing the number of workers that can be paid an Advanced Training differential.

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

SECTION 15.71.5-HOME CARE AIDE CERTIFICATION/ NAR/CNA DIFFERENTIAL

Employees who are certified Home Care Aides (HCA's) or who hold and submit a valid Certified Nurses Assistant (NACCNA) license or higher medical license shall receive a twenty-five cent per hour (\$0.25/hr) differential.

SECTION 15.81.6 NURSE DELEGATION

Any employee that who has a nurse delegation certification shall receive a differential of fifty cents (\$0.50) per hour, which will only apply to hours worked for a client that requires nurse delegation.

Effective July 1, 2024, any employee that has a nurse delegation certification shall receive a differential of-seventy-five cents (\$0.75) per hour, which will only apply to hours worked for a client that requires nurse delegation after a certified nurse has completed a full delegation of duties to the employee with the required credentials.

No employee shall be asked to perform a nurse-delegated task prior to being fully delegated by a certified nurse.

SECTION 15.91-7 DIFFERENTIAL FOR EXTRAORDINARY CARE

The Employer shall, in its discretion, may pay an additional hourly wage differential of one

| Tentatively Agreed To: For the Union: | For the Employer: |
|---------------------------------------|-------------------|
| frake flel | Docesso Dec |
| Date: (2/5/2025 | Date: 13 12025 |

dollar(\$1.00) and fifteen cents (\$1.15) per hour to employees assigned to clients with extraordinary challenges or barriers to care, identified by the Employer as having the following extraordinary care needs:

Examples include but are not limited to:

- · Shifts between 9pm and 7am
- · Total Assist for Transfer or Toileting
- · Total Transfer
- · Difficult Behaviors

Extreme clutter

Mentoring or being shadowed by another employee for the purposes of training

Shifts occurring at difficult times or in difficult geographic areas to staff

Such <u>a</u> wage differential shall be paid only for those hours spent serving the identified client, not for all hours worked. The Employer may use criteria it deems necessary to determine which clients shall be identified as having extraordinary care needs. This differential will not stack upon itself and would be inclusive of multiple extraordinary care needs.

Effective July 1, 202<u>6</u>4, the Extraordinary Care differential will be increased to one dollar and fifteen-thirty cents (\$1.3015). All other provisions of this Section remain in effect.

SECTION 15.101.8 MENTOR, PRECEPTOR OR TRAINER PAY DIFFERENTIAL

Employees who serve as peer mentors will receive a twenty-cent per hour (\$0.20/hr) wage differential for all home care hours served.

SECTION 15.11.9 CHORE WORK ASSIGNMENT DIFFERENTIAL

For the duration of their assignment, a No employee shall be required to perform services related

The state of the s

Commented [JR1]: Added back in per previous

conversation

Commented [JR2]: Rejected per previous conversation: Peer mentorship is a specific program.

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

Tentatively Agreed To:

For the Union:

For the Employer:

Date:

12/5/2025

Date:

3 12000

to the Chore Work program. An employee who is assigned chooses to accept a perform-Chore Work assignment services shall be paid either their Home Care hourly wage, or the equivalent of "Step 4" in accordance with Appendix A, whichever is higher. An employee is not required to have a license or complete continuing education to be eligible to work in the Chore Work program and shall not provide personal care to any Chore Work clients. Employees who are assigned to perform Chore Work services will not receive pay differentials while doing chore work, but will be entitled to pay differentials while working with standard home care COPES clients. Rates will be adjusted relative to the Seattle Minimum Wage as required.

SECTION 15.12.10 SPECIAL ASSIGNMENT DIFFERENTIAL

The Employer, when working with community partners and local care authorities to provide specialized services, may in its discretion, pay employees an additional hourhourly wage differential beyond the extraordinary care rate. Any differential paid will be consistent for all employees regardless of tenure, and will be offered to all relevant employees to ensure equal opportunity.

Such wage differentials shall be paid only for those hours spent serving the identified client/entity, not for all hours worked. The Employer may use criteria it deems necessary to determine which assignments shall be identified as being a Special Assignment. This differential will not stack upon itself, but will stack upon other applicable differentials.

The Employer will notify the Union of the amount of the Special Assignment Differentials as soon as possible and will track its use for the duration of this Agreement, and upon request of the Union, the Employer and the Union will discuss such Special Assignment Differentials for the sole purpose of clarifying any qualifications or requirements.

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

Tentatively Agreed To:

For the Union:

For the Employer:

Commented [JR3]: Grammar

SECTION 15.13.11 CLIENT/SERVICE INACCESSIBLE PAY

If an employee is unable to provide service to a client due to the client's failure to answer the door, or if the client is not home, the employee shall notify the Employer by telephone promptlyimmediately. If the Employer is unable to provide a substitute assignment, the employee shall be paid at the base straight time-hourly wage rate for one (1) hour show-up-no access pay. Employees may elect to use their PTO to replace and/or supplement for missed hours of work in cases when the Employer was unable to provide a substitute assignment. If failure to answer the door same shall occurs with the same client two (2) three times, the employee may request reassignment.

If an employee arrives at a scheduled shift but is sent home during the shift by the client because services are no longer needed, the employee shall be offered a substitute assignment or the employee may elect to use PTO to cover the remaining scheduled hours. The employee may be paid for one (1) additional hour at their base hourly wage at the discretion of the Employer.

SECTION 15.14.12 STACKING DIFFERENTIALS

Employees shall receive all differentials for which they qualify, and such differentials shall stack. except for extraordinary care reasons like total toileting and total transfer, do not stack; and HCA and CNA Certification and CNA differentials shall not stack. do not stack.

SECTION 15.15-13 ADULT DAY HEALTH PROGRAM ASSISTANT CONTINGENCY

In the event that the Adult Day Health (ADH) Program is understaffed due to unexpected employee absences and unable to maintain the required staffing ratio to provide services to clients, Adult Day Health may request a Home Care Assistant to voluntarily substitute for an absent Adult Day Health Program Assistant. The Home Care Assistant will be paid at their regular

The Union reserves the right to add to, modify or withdraw this proposal. Tentatively Agreed To:

Commented [JR4]: See change

Home Care rate as defined in Appendix A. The Employer shall maintain a voluntary pool of HCAs who are interested in being considered for ADH substitution opportunities. The pool of workers must be oriented to the facilities and be trained on how to safely and appropriately use ADH equipment prior to beginning any assignments. No employee shall be retaliated against or pressured for declining a request to substitute.

To ensure continuity and quality of care, at no point shall the Adult Day Health (ADH) program be staffed exclusively by substitute Home Care Assistants (HCAs) during any shift. At least one regularly assigned or permanent staff member shall be present on-site during all operating hours. Substitute HCAs shall have access to the same training resources and materials provided to permanent staff in order to ensure safe and consistent service.

If a substitute HCA is assigned to assist with lifting, they may assist with but must not act as the lead operator.

Upon request, the Employer shall provide the Union with quarterly data on the frequency and duration of ADH substitution assignments performed by HCAs. The Union and Employer agree to review this provision at the LMC to evaluate its effectiveness and address any concerns.

SECTION 15.162: ADULT DAY PROGRAMS

Employees in Adult Day Programs covered by this Agreement shall be compensated according to the provisions of this article and wage ranges set forth in Appendix "B" to this Agreement. Employees may be hired at a rate on the basis of their relevant experience, provided by the Employee upon hire. No newly hired employee will be hired at a rate which is higher than an incumbent employee who has the same experience. If it is considered necessary to hire an

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

For the Union:

For the Union:

Date:

12/5/7025

For the Employer:

Date:

12/5/7025

employee at a rate that exceeds their experience, incumbent employees with the same or greater experience will have their rate adjusted upwards to meet or exceed the rate of the newly hired employee. Upon ratification of this agreement, employees will have their rate adjusted to the appropriate rate of the wage range based on their years of service and/or experience.

Employees will be paid at no less than the midpoint of their classification pay range, if they have been employed in the classification with the Employer for at least four (4) years and at the top of the classification range after at least nine (9) years in the classification.

All Adult Day Programs employees will receive an increase on their anniversary of three percent (3%).

The parties acknowledge that during the negotiations that resulted in this July 1, 2023 to June 30, 2025 CBA, each had the unlimited right and opportunity to make demands and proposals with respect to all lawful subjects or matters of collective bargaining regarding wages for Adult Day Health, and that this July 1, 2023 to June 30, 2025 CBA sets out the parties' complete agreement. For the duration of this July 1, 2023 to June 30, 2025 CBA, neither party shall be required to bargain regarding Adult Day Health wages for union employees.

SECTION 15.172.1 NEW HIRES AND EMPLOYEE TRANSFER

If a new employee is hired at a higher hourly wage between base and mid ranges than other employees previously hired with equal level of experience, the Employer must increase the previously hired employees' hourly wage to match the newly hired employee. Level of experience is defined for 1) the new hire - by years of experience in a similar job classification in a similar setting; for 2) previously hired employees - by years of experience with the Employer added to years of experience in a similar job classification acquired prior to the employment with the Employer. Years of previous experience for new hires will be verified by the Employer prior to hire. The Employer shall not hire new employees above mid-range without discussing first with

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

Tentatively Agreed To:

For the Union

For the Employer:

the Union.

If an employee in the Home Care program transfers to a represented Adult Day Health position, their Cumulative Career Hours will be used to determine wage classification in accordance with Appendix B. Career hours in a Home Care setting will count towards experience and seniority as defined in Article 7: Seniority, Layoff, and Low Census, and Article 15.16 Adult Day Programs.

SECTION 15.182.2 LEAD PAY

The Employer may temporarily assign an employee lead responsibilities. Such employee shall be compensated the lead premium rate of one dollar (\$1.00) per hour in addition to their regular rate of pay for all hours worked as "Lead Person". Lead assignment shall be based upon the complexity of the job responsibility. When assigning a lead rate of pay, the Employer will notify the Union of the assignment.

SECTION 15.192-4 TEMPORARY ASSIGNMENT TO A HIGHER PAID POSITION

An employee assigned to work in a higher paid position for one (1) day or longer shall be compensated in the equivalent range of the higher position.

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

Tentatively Agreed To:

For the Union:

Date.

For the Employer:

Date:

213/2000

ARTICLE 16: PAID TIME OFF AND HOLIDAYS

SECTION 16.1 ACCRUAL

SECTION 16.1.1: HOME CARE ACCRUAL

Effective July 1, 2025, the date of ratification of this Agreement all regular full-time and part-time Homecare employees Aides will accrue PTO at one (1) hour for every twenty (20) hours worked. PTO hours can accumulate up to one-hundred and forty twenty-five (14025).

Effective January 1, 2027, all Homecare employees will accrue PTO at one (1) hour for every seventeen hours and twenty minutes (17.33 hours) worked. PTO hours can accumulate up to one-hundred and forty (140).

SECTION 16.1-2: ADULT DAY HEALTH PROGRAMS ACCRUAL

Paid Time Off (PTO) benefits shall be earned by non-Homecare the Adult Day Health employees represented in this agreement based upon their length and status of employment. The accrual rates start at the beginning of the pay period in which the employment anniversary falls. Regular full-time non-Homecare Adult Day Health employees who work no less than twenty two twenty (2220) hours per week (all other programs) will accrue PTO at the following rates:

| Length of Employment | Hourly Accrual | Days per Year |
|----------------------|----------------|---------------|
| Up to one year | .104 hours | 27 |
| 1-1.99 Year | .119 hours | 31 |
| 2-2.99 Years | .123 hours | 32 |
| 3-3.99 Years | .127 hours | 33 |
| 4-4.99 Years | .131 hours | 34 |

| For the Employer: |
|-------------------|
| Date: |
| |

| 5-5.99 Years | .135 hours | 35 | |
|--------------|------------|----|--|
| 6-6.99 Years | .138 hours | 36 | |
| 7+ Years | .142 hours | 37 | |

^{*}Based on full-time (40 hours per week) employment. These numbers will be pro-rated for <u>Adult Day Healthnon-Homecare</u> employees working less than 40 hours per week. Maximum PTO hours a regular fulltime employee may have on record is <u>130125</u>.

Regular part-time non-HomecareAdult Day Health employees who work less than twenty-two (220) hours per week shall accrue one (1) hour of PTO for every twenty-five (25) hours worked. Maximum PTO hours a regular part-time employee may have on record is 10080 hours.

SECTION 16.32: PTO SCHEDULING

PTO schedules shall be established taking into account the wishes of the employees and the needs of the Employer.

Requests for PTO will be considered on <u>a</u> first-come-first-served basis. Where there is a conflict in choice of vacation time among employees, seniority shall prevail. All requests for PTO must be approved by the supervisor of the work site and/or administration prior to becoming effective. Employees will be notified in writing as soon as feasible but no later than within <u>four (4)seven (7) calendar business</u> days after the request is submitted as to whether the PTO is granted. Reasonable effort will be made by the Employer to approve requests for PTO.

Adult Day Health: To provide a fair method of allowing ADH employees to schedule PTO during the traditional winter holiday season, PTO will be scheduled as follows:

- a) No employee will be granted the same holiday off two (2) years in a row.
- b) No employee will be granted two (2) consecutive holidays off in a row (for example: an

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| Jack fles | Long Kech |
| Date: 17/5/2025 | Date: |
| - 447075 | 2 2 6000 |

employee may request time off at Christmas every even year and the same employee may request time off at Thanksgiving every odd year).

- c) Conditions listed in a) and b) may be nullified if agreed to by all affected staff in a specific site.
- d) Each employee will be guaranteed no less than one (1) of the above holidays off, except in extreme circumstances beyond the Employer's control.

Paid Time Off can be taken in 1-hour increments.

SECTION 16.43: PTO CASH OUT

Full-time and part-time employees, who complete twelve (12) months of service, upon voluntary termination of employment are eligible to cash out maximum of 80 hours of earned, unused Paid Time Off, provided they submit two (2) weeks' written notice.

Employees with less than twelve (12) months of full-time or part-time services are not eligible for PTO cash out.

All accrued and unused PTO will be paid out at 100% at separation of employment_due to:

Retirement at the standard retirement age;

Permanent Disability which is diagnosed by a health care provider as long-term or permanent, which renders employee unable to perform the essential functions of the position and which cannot be reasonably accommodated;

Reduction in force (including layoffs);

Employee's death.

If an employee changes their status from benefit eligible to benefit ineligible position, the employee's earned and accrued PTO hours will be cashed out.

At separation of employment, an employee may cash out their PTO balance only if the employee

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| Jung les | Descend Rec |
| Date: | Date: |
| 12/3/2025 | 13/3/30 |

was in a benefit eligible position for at least 1 year before changing status.

Home Care Aides may also utilize accrued PTO hours to maintain healthcare eligibility.

SECTION 16.54: HOLIDAYS

Full Life Care observes the following holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day (last Thursday in November)

Christmas

FLC Adult Day Health observes the following additional holidays:

The Friday after Thanksgiving Day (Last Friday in November)

Christmas Eve

Effective January 1, 2027, Full Life Care will observe the following additional holiday:

Martin Luther King Jr.'s Day

SECTION 16.64.1 WORK ON HOLIDAYS AND HOLIDAY PAY

Home Care

Home care employees may work on a Holiday only with prior authorization by the Employer. Home care employees who are required to work on a holiday will be compensated time and a half of their hourly rate of pay. Home care aides who are not authorized to work may make up the hours during the month, so long as it does not result in overtime, unless authorized.

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

| For the Employer: |
|-------------------|
| good brog |
| Date: |
| 12 3 3025 |
| |

Formatted: Font: Bold

Formatted: Font: Bold

SECTION 16.64.2 USE OF PTO FOR RECOGNIZED HOLIDAYS

Employees have the option of taking an unpaid day (and saving their PTO until a later date) in lieu of any recognized holiday. Employees who choose not to use PTO for the recognized holidays must notify their supervisor and/or administration in writing seven (7) calendar days in advance of the holiday. In the absence of a written request from an employee any of the above listed holidays shall not be covered by PTO, unless an employee was required to work.

Formatted: Not Highlight

SECTION 16.75: EXTENDED SICK LEAVE

Full-time employees also accrue Extended Sick Leave at .023 hours for each hour worked (about 6 days per year for a full-time employee). No more than 500 hours of Extended Sick Leave may be accrued. Extended Sick Leave hours are for absences of more than 3 consecutive work days (prorated for part time employees) due to:

- a. Employee's own illness
- b. Illness of a family member (partner/spouse, child or parent, parent-in-law or grandparent)
- c. Maternity/paternity leave, the birth or placement through adoption or foster care of a child
- d. Absences due to job-related injuries
- e. To prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

The initial 3 consecutive work days must be claimed as PTO. If an employee does not have enough PTO hours to cover for the initial 3 consecutive days, the first three days' time off must be without pay.

Extended Sick Leave hours may be used for time missed due to on-the-job injury and for follow up medical appointments that are directly related to treating the injury, only if employee was not

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

Tentatively Agreed To:
For the Union:
Date:

awarded L&I payments for the injury. Employees must contact Human Resources for approval. To apply Extended Sick Leave to those absences, the employee must cooperate in developing and following a return-to-work plan. The return-to-work plan is created with input from employee, supervisor, Human Resources Director, and in consultation with the employee's physician. If an employee fails to comply with the plan, time away from work will be covered by Paid Time Off or be without pay if no PTO hours are available.

Extended Sick Leave can be accessed immediately in the following circumstances:

From the first day of employee's hospitalization, or outpatient surgical procedure where moderate sedation is used.

To request Extended Sick Leave hours, employees must complete Extended Sick Leave Request" form in the event of illness or injury in excess of three (3) working days in duration, the Employer may require doctor's verification. If the number of hours of absence due to illness exceeds the amount of accrued Extended Sick Leave, employees are required to use Paid Time Off and then take the additional time without pay. Employees may qualify for Paid Family Medical Leave.

When employees are absent due to planned Paid Time Off, Extended Sick Leave is not applicable, except in cases of FMLA or PFML.

Extended Sick leave is not paid at the time of termination.

A regular full-time or part-time employee who is injured on the job and who after treatment for the injury is directed by a licensed medical doctor or by a hospital not to continue to work shall be paid straight-time pay for any hours the employee was scheduled to work on the day on which the injury occurred, which shall not be charged to his PTO or Extended Sick Leave.

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

Tentatively Agreed To:

Union:

For the Employer:

ARTICLE 17: SECURE RETIREMENT BENEFITS

SECTION 17.1: SECURE RETIREMENT BENEFITS

SECTION 17.1.4 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 17.2: 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 17.2.

A. 17.2.1: MEDICAID-FUNDED HOURS WORKED (HOME CARE)

Effective July 1, 2023, the Employer shall contribute the Retirement Rate 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 (\$1.00) 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) or 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.

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

Tentatively Agreed To:

Dato:

12/4/2020

For the Employer

Date:

Style Definition: Heading 2

Style Definition: Body Text

Formatted: Font: (Default) Calibri

Formatted: Font: (Default) Calibri

Formatted: Font: (Default) Calibri

Formatted: Heading 2, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Effective July 1, 20254, 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 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.

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.

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.

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

Tentatively Agreed To:

For the Union

Date:

For the Employer:

Date:

1213/202

B. 17.2.2: NON-MEDICAID-FUNDED HOURS WORKED (HOME CARE)

Effective July 1, 2023, 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 (\$1.00) per Non-Medicaid-Funded Hour worked by all home care workers covered by this Agreement with six thousand and one (6001) or more cumulative career 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 hour worked by all home care workers covered by this Agreement with less than seven-hundred and 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 program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.=

Effective July 1, 20254, 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 program

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

Tentatively Agreed To:

For the Union:

Date:

Date:

17/4/295

Date:

Dat

Formatted: Font: (Default) Calibri

Formatted: Heading 2, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

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 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.

The Employer agrees that all funds received by the Employer for retirement benefits will be provided to the Retirement Trust

C. 17.2.3: MEDICAID-FUNDED HOURS WORKED (ADULT DAY HEALTH)

Effective January 1, 20254, 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 Adult Day Health workers covered by this Agreement: (i) one dollar and twenty cents (\$1.2000) per Medicaid-Funded hour worked by all Adult Day Health workers covered by this Agreement with six-thousand and one (6001) or more career cumulative hours; (ii) or eighty cents (\$0.80) for each Medicaid-Funded Hour worked by all Adult Day Health 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 Adult Day Health workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours.

Effective July 1, 20264, the Employer shall contribute the Retirement Rate or the following,

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

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | for the Employer: |
| Date: 12/4/2-25 | Date: |
| 141/3015 | 1256615101 |

Formatted: Font: (Default) Calibri

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Medicaid-Funded Hour worked by all Adult Day Health workers covered by this Agreement: (i) one dollar and sixty-five_twenty-cents (\$1.6520) 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 Adult Day Health 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 Adult Day Health workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's Adult Day Health program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours.

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

Formatted: Font: (Default) Calibri

17.2.4: NON-MEDICAID-FUNDED HOURS WORKED (ADULT DAY HEALTH)

Effective January 1, 20254, 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 Adult Day Health workers covered by this Agreement: (i) one dollar and twenty cents (\$1.2000) per Non-Medicaid Funded Hour worked by all Adult Day Health workers covered by this Agreement with six thousand and one (6001) or more cumulative career hours, (ii) eighty cents (\$0.80) for each Non-Medicaid-Funded hour worked by all Adult Day Health workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours and (iii) fifty cents (\$0.50) for each hour worked by all Adult Day Health workers covered by this Agreement with less than seven-hundred and one (701)

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

Tentatively Agreed To:
For the Union:
Date:

Date:

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 Adult Day Health program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective July 1, 20264, 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 Adult Day Health workers covered by this Agreement: (i) one dollar and sixty-fivetwenty cents (\$1.6520) per Non-Medicaid Funded hour worked by all Adult Day Health 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 Adult Day Health 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 Adult Day Health 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 Adult Day Health care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training 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 Adult Day Health program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off hours, and training hours.

Contributions required by this Section 17.2 shall be paid periodically as required by the Trust.

The Employer will provide to the Trust a report matching the In-Home Care program report with

| The Union reserves the right to add to, modify or v | vithdraw this proposal. |
|---|-------------------------|
| For the Union: | For the Employer: |
| Date: 12/4/2025 | Date: 1213/2003 |

the same information about its employees, and on the same schedule as the In-Home Care report.

The Parties request that to the extent permissible by ERISA, the Board of Trustees review and implement an emergency savings program as a voluntary feature of the Secure Retirement Plan.

SECTION 17.32-5: EMPLOYEE TRANSFER

Full Life Care Employees: If an employee employed by the Employer in the In-Home Care program becomes an Adult Day Health worker, or vice versa, their Cumulative Career Hours will be honored for the purpose of the contribution amount.

Other In-Home Care Agencies: If a newly hired employee in the Employer's Adult Day Health program previously worked as a home care worker at another participating home care agency, the contribution made by the Employer will be the initial contribution rate (i.e., a new employee, or the 0-700 step).

If a newly hired employee in the Employer's Home Care program previously worked as a home care worker at another participating home care agency, the contribution made by the Employer will be consistent with the employee's cumulative career hours.

SECTION 17.46: 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.

Formatted: Font: (Default) Calibri

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: (Default) Calibri

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

Tentatively Agreed To:

Forthe Union:

ly

ate:

2/4/2078

For the Employer

Date

CO61616

ARTICLE 18: HEALTH BENEFITS

Employees regularly scheduled to work at least eighty hours per month in Home Care and eighty (80)-eight-hours per month in Adult Day Health, and who successfully complete their benefit eligibility waiting period, are eligible to participate in the Employer sponsored medical and dental plans.

The Employer will pay the full cost of medical premiums for Home Care Workers.

Employees in the other Adult Day Health programs will contribute an amount not to exceed \$35.00 per month of the cost of Employer-paid medical coverage from July 1, 20253 – June 30, 20275.

Employees may add their spouse/domestic partner or dependent children to the benefit plans that they themselves are enrolled on.

The employee is responsible for paying the full cost (100%) for those dependents. There will be no significant change to the medical plan for the duration of this Agreement.

The Employer and the Union are committed to exploring through the SEIU Healthcare 775 NW Health Benefits Trust a healthcare plan that will provide better coverage and reduce cost for both employees <u>and</u> the Employer.

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

Tentatively Agreed To:

For the Union:

Date:

Date:

Date:

ARTICLE 20: HEALTH AND SAFETY

SECTION 20.1: RIGHT TO SAFE WORKING CONDITIONS

The Employer agrees to comply with all federal, state, and local laws to provide working conditions that are safe. The Employer will maintain safety and health rules. Home Care workers are not be required to climb ladders for a client, and should consult with their supervisor if asked to perform a task that could be considered unsafe.

Consistent with applicable laws, employees will be notified immediately when the Employer knows that such employees may come into contact with clients who have a contagious infection or an active communicable disease that poses a potential risk to the employees. Appropriate training about precautionary measures will be provided in a timely manner. No employee is required to work in any situation that would threaten or endanger their health or safety. Such situation include: bodily harm to the employee, threatening animals, fire hazards, threatening people in or around the client's residence, abusive behavior of the client or persons in the household to the employee, sexual harassment of the employee by the client or persons in the household to the employee; or any other situations that would be a threat to the employee's health or safety.

The employee shall immediately report to the Employer any working conditions that threaten or endanger the employee's health or the safety of the employee or client. An emergency number shall be made available to all employees where they can reach the Employer's representative in the event of an emergency at any time the employee is working. Facilities maintain intercom or other facility-wide communications systems so that employees may call for assistance if necessary.

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

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

Tentatively Agreed To:

For the Union:

For the Union:

Date:

17/4/2025

Date:

- A. 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 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 English, and the top three languages spoken by the long-term workers in the State.
- 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:
 - Documented by the Employer; or
 - 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:
 - In the client's care plan;
 - II. By the Employer; or
 - III. By a third party and communicated to the Employer.
- 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.

Formatted: Font: (Default) Calibri

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Right + Aligned at: 1" + Indent at: 1.25"

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Right + Aligned at: 1" + Indent at: 1,25"

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

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

Tentatively Agreed To:

For the Union:

ite: 17 /

ADDE

Date:

or the Employer

213/2025

> 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 20.2: IMMINENT DANGER TO HOME CARE WORKER

Any employee who believes in good faith that their health and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a supervisor, before or after calling 9-1-1 as determined by the employee. If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services before calling their supervisor. If, after review and investigation of the incident giving rise to the belief of imminent danger it is determined that the employee acted reasonably and promptly reported the incident to their supervisor, the employee shall be paid for their entire scheduled assignment, including all travel time and travel miles (except errands not performed) they would have been paid had the assignment been completed as scheduled. If the employee no longer serves the client, the Employer shall make reasonable attempts to reassign the employee to another client in a timely manner.

If the Employer continues to serve the client, the Employer will advise any future employee of any information related to an incident that would be relevant to the employee's safety before the employee is required to begin the assignment, in accordance with the Long-Term Workers Law, RCW 49.95 et seq, and per the Employer's policies.

SECTION 20.3: SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT SUPPLIES

No employee is required to provide safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, to perform any task for a client at their own

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Unjon: / / | For the Employer: |
| Lody Ald | Down Pect |
| Date: 12/1/2020 | Date: |
| 12/4/2025 | 12/3/2025 |

expense. The Employer shall provide both latex-free and powder-free options for gloves, and will dispense the gloves in such a manner as to safeguard the sterile conditions. Employees may choose to decline work in settings that may adversely affect their health, respiratory or otherwise without fear of retaliation. If available, substitute shifts are available, the Employer will offer substitute assignments. If such a situation arises where there are insufficient supplies or materials, the employee will report the situation immediately to their supervisor.

SECTION 20.4: CLEANING EQUIPMENT AND SUPPLIES

No employee shall be required to provide at the employee's 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 their supervisor. Employees will be reimbursed for approved purchases of cleaning equipment and supplies.

SECTION 20.5: VACCINATIONS

The Employer shall endeavor to provide a cost-effective way to offer Hepatitis A and B vaccinations, COVID-19, and influenza (flu) shots to all employees who request them, at no cost to the employee.

The Employer will offer treatment at no cost to the employee for workplace exposure to Hepatitis infections in accordance with the Centers for Disease control and Prevention (CDC) guidelines.

SECTION 20.6: SAFETY COMMITTEE

There shall be a joint Safety Committee, consistent with applicable state and/or federal laws.

The Union may designate up to five (5) members of the bargaining unit to serve on the Safety Committee.

The committee shall meet to create a plan, and consider, inspect, investigate, and review

| tatively Agreed To: | For the Employer: |
|---------------------|---------------------|
| Joseph Hill | House Ort |
| 12/4/2025 | Date: (3 3 3038 |

health and safety conditions and practices, investigate accidents, and to make constructive recommendations including but not limited to the formation of changes to eliminate unhealthy and unsafe conditions and practices and to improve existing health and safety conditions and practices.

The time consumed on committee work by committee members designated by the Union shall be considered hours worked and be paid the appropriate rate by the Employer. Such paid leave time shall be counted for the purpose of overtime computation or credited towards the employee's Cumulative Career Hours.

SECTION 20.7: NOTIFICATION/EDUCATION OF HEALTH AND SAFETY POLICIES

The Employer will, no less than twice per year or as determined by the Safety Committee, inservice its employees on policies, plans and procedures for reporting health and safety concerns when they occur on the job.

SECTION 20.8: COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

SECTION 20.9: WORKPLACE SAFETY THROUGH CLIMATE PREPAREDNESS

As climate change intensifies, the impact on health and safety becomes increasingly evident. The Employer recognizes that natural disaster 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 an employee is at home at the time an emergency is declared, the employee will not be required to get to a client's home or the Employer's facility to work their regularly scheduled shift if there is a danger to the employee, the employee's household or

| The Union reserves the right to add to, modification of the Union reserves the right to add to, modification of the Union reserves the right to add to, modification of the Union reserves the right to add to, modification of the Union reserves the right to add to, modification of the Union reserves the right to add to, modification of the Union reserves the right to add to, modification of the Union reserves the right to add to, modification of the Union reserves the right to add to, modification of the Union reserves the right to add to, modification of the Union reserves the right to add to, modification of the Union reserves the right to add to, modification of the Union reserves the Un | y or withordw this proposal. |
|--|------------------------------|
| For the Union: | For the Employer: |
| Date: 12/4/2025 | Date: 13 13000 |

family. The Employer shall determine the conditions and probable length of time necessary for returning to work; after investigation or contact with the relevant state and local emergency departments.

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

Formatted: Font: (Default) Calibri, Underline

Formatted: List Paragraph, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 2 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

Formatted: Font: (Default) Calibri

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

| Tentatively Agreed | To: | |
|--------------------|-----|--|
| For the Union | 11 | |

Bate: 17/4/2025

For the Employer

Date:

12/3/2000

ARTICLE 21: GRIEVANCE PROCEDURE

SECTION 21.1: DEFINITION OF A GRIEVANCE

A grievance is defined as a claim by an employee or the Union that the Employer has violated an express provision of this Agreement, Employer policies or specific past practices of the Employer if not addressed in this Agreement. The Union and the Employer are mutually committed to resolving disputes at the lowest level possible, where practicable, and in an expedient manner.

SECTION 21.2: TIME LIMITS

The purpose of time limits within the Grievance Procedure is to encourage the swift resolution of disputes. Time limits may be extended or waived at any step in the grievance procedure by mutual written agreement of an authorized Employer representative and the Union. The Union may withdraw a grievance at any step in the grievance process. The parties agree that the grievance may be resolved at any stage of the grievance process provided that all appeals are timely. If at any step of the grievance procedure, the Employer fails to issue a response within the specified time limits, the grievance shall automatically advance to the next step of the grievance procedure. The parties may conduct meetings in person, by phone or video conference or may waive meetings by mutual agreement.

SECTION 21.3: GRIEVANCE STEPS

The written grievance must contain the following information:

- (a) the act or acts alleged to be violations of the Agreement;
- (b) the identity of the grievant or grievants;
- (c) the article or provision of this Agreement alleged to have been violated;
- (d) the remedy proposed to attempt to resolve the grievance.

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

The written grievance need not be on the Union's grievance form, as long as it contains the

Tentatively Agreed To:

For the Union:

For the Employer:

Date:

Date:

17/4/2025

Date:

information above.

The written grievance must be signed by the grievant or authorized by an Advocate or Union Representative.

An employee who attends meetings outside of scheduled working hours shall be paid for the time spent at their normal rate of pay. This provision shall not apply to an employee discharged for cause.

Grievances shall be handled in the following manner:

STEP ONE: The grievant, Advocate and/or Worker Representative shall present a grievance in writing to the grievant's site manager or supervisor Employer within thirty (30) calendar days from the date of the occurrence or from the date the employee learned of the event giving rise to the grievance, whichever is later.

The employee and the <u>site manager or supervisorEmployer</u>, and the Union Representative or Worker Representative, if requested by the employee or Union Representative, shall meet to try and resolve the grievance, typically within <u>ten (10) fourteen (14)</u> calendar days from receipt of the written grievance.

The <u>site manager or supervisorEmployer</u> shall respond in writing to the grievance not later than ten (10) calendar days of the meeting. The Employer's response will propose a resolution of the grievance which may include but is not limited to: agreeing to the remedy proposed by the grievant or the Union; proposing a remedy other than that proposed by the grievant or the Union; or denying the grievance. The Employer's response shall be addressed to the grievant and/or the Advocate or Union Representative.

STEP TWO: Should the procedure of the previous step fail to resolve the grievance, the grievance shall be presented in writing within fourteen (14) calendar days after the receipt of the site manager's decision from Step One. A meeting with the Executive Director or his/her representative, the grievant and the Union Representative or Worker Representative shall be

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| Jan Willel | Design During |
| Date: | Date: |
| 12/4/2025 | 1913/9000 |

held not later than ten (10) calendar days after receipt of the Step 2 -written grievance.

The Executive Director's response shall be addressed to the grievant and the Union. Wwithin ten (10) calendar days after such meeting. Tthe Executive Director or Employer representative shall send to the grievant and/or-the Union Representative a written response to the grievance. The Employer's response will propose a resolution of the grievance, which may include but is not limited to: agreeing to the remedy proposed by the grievant or the Union; proposing a remedy other than that proposed by the grievant or the Union; or denying the grievance. The Employer's response shall be addressed to the grievant and/or the Advocate or Union Representative.

GRIEVANCES INITIATING AT STEP 2: Group grievances alleging the same contract violation but involving employees who work at more than one site or under more than one site manager may be filed initially at Step Two. Multiple individual grievances alleging the same violation that are filed during the same time frame may be combined into a group grievance and commenced at Step Two.

SECTION 21.4: MEDIATION (OPTIONAL)

Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step Two. 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 trained mediators provided by the Federal Mediation and Conciliation Service by mutual agreement. The function of the mediator is to provide the Parties with possible win/win resolutions of the issue and to offer skilled advice as to what is likely to happen in an arbitration hearing in order to make a settlement of the grievance(s) more likely. The mediator shall hear the presentation of the grievance within ten (10) calendar days of the date of selection and shall issue a recommendation that day or on a timely date mutually agreed to by both parties. Should the mediation resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration.

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| John Ald | Barro Ross |
| Date: | Date: |
| 12/4/2025 | 19/3/0092 |

SECTION 21.5: ARBITRATION

If the grievance is unresolved through Steps 1 and 2 and/or mediation, the Union may proceed

to arbitration within thirty (30) calendar days of the date the Employer response is received or

due in Step 2, or within thirty (30) calendar days from the date a mediated resolution is rejected.

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.

The parties will identify date(s) for the arbitration and shall convene the arbitration typically

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.

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.

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

Tentatively Agreed To:

For the Union!

For the Employer:

Date

Date:

213/2000

ARTICLE 25: DAMAGE TO PERSONAL PROPERTY

Employees are expected to exercise reasonable care to prevent property loss or damage. For example, it is not considered "reasonable" for an employee to leave property in an empty, unlocked car; or for an employee to wear expensive clothing or jewelry to work with clients whose behavior may be unpredictable.

If an employee's personal property is damaged or made to need replacement or cleaned beyond the normal capacity of the employee while performing work duties, the employee shall inform the supervisor immediately. The employee shall submit an incident report in writing to their supervisor or Human Resources as soon as possible, but no later than forty-eight (48) hourstwo (2) business days, providing the following information: pictures, date, location, approximate time the incident occurred, a description of how the damage occurred, and approximate value of the loss, if known. If an estimate or receipt is required to determine the value of the damage, the employee may submit this claim later, but no later than thirty (30) days after the submission of the incident report. The Employer shall investigate the claim and issue a written response within fifteen (15) business days of receiving all information.

Reimbursement shall be limited to necessary repairs, replacements, or cleaning costs, with proper receipts or estimates.

Nothing in this section precludes the Employee or Employer from complying with the Employer's policies and procedures. Additionally, automobiles or vehicles are not personal property for the purposes of this section, any claim, or request for reimbursement, unless authorized by the Employer-the claim or request for reimbursement involves a situation where a client causes damage to or soils the interior of an employee's automobile or vehicle while the employee is performing work duties, the Employer may reimburse reasonable and necessary cleaning or repair costs with proper receipts up to \$250.00, subject to the same incident reporting and

Commented [JR1]: Added Cap

| Tentatiyely Agreed Tg: | |
|------------------------|---|
| For the Union. | For the Employer: |
| John Hill | passes of the |
| Pate: 12/4/2023 | Date: 12 13 13 13 13 13 13 13 13 13 13 13 13 13 |

reimbursement procedures specified above. Any reimbursement that exceeds the cap is subject to the employer's discretion.

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| 7069 4 | Daniel Control |
| Date: 12/4/2025 | Date: |
| 12/1/0.00 | 17 0 10000 |

ARTICLE 26: TERM OF AGREEMENT

This Agreement shall become effective upon ratification and shall continue in full force and effect through June 30, 20275.

In the event that during the term of this Agreement, the State substantially changes the anticipated and/or established vendor rate for contracted 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 the signing of this Agreement, the Parties agree to reopen this Agreement immediately for negotiations on all economically impacted sections.

Negotiations for a successor Agreement for the Union and the Employer shall commence no earlier than May 1, 20275, and no later than one month following Legislative approval or rejection of the pattern home care Agreement between the State of Washington and the Union. Should the Parties reach an impasse and fail to reach agreement by March 1, 20286, the Parties may mutually agree to submit outstanding issues to interest arbitration.

| Tentatively Agreed To: | | |
|------------------------|-------------------|--|
| For the Union/ | For the Employer: | |
| Fred Ald | 2 | |
| Date: | Date: | |
| 12/4/2025 | 121312025 | |

Article XX Immigration-Related Employment Practices

SECTION XX.1 COMMITMENT TO EMPLOYEE

The Employer and the Union affirm their shared commitment to fostering and championing a workplace that celebrates and protects the diversity of its employees. The Employer values the contributions of individuals from all backgrounds, nationalities, and cultures, and is dedicated to maintaining an environment of dignity, inclusion, and respect. The Employer will comply with all laws governing immigration-related employment practices and will take all legally permissible steps to protect employees from unlawful or discriminatory actions based on immigration status, national origin, or citizenship.

SECTION XX.21 ICE/DHS ACCESS TO THE WORKPLACE

To the extent practical, ‡the employer shall refuse access to immigration enforcement agencies and their representatives, including the Department of Homeland Security (DHS) and Immigration and Customs Enforcement (ICE), to any non-public areas of the workplace unless they provide a judicial warrant signed by a judge or magistrate.

The Employer shall notify the Union as soon as the Employer becomes aware that the DHS or any other federal government agent appears on or near the employment premises, to enable a Union representative or attorney to protect the rights of employees.

To the extent <u>practical, and permitted</u> by law, the Employer shall not infringe the privacy rights of workers by revealing to any immigration agent, including DHS or ICE, any employee name, address, or other similar information.

The Employer shall, as soon as practicable, and to the extent not prohibited by law, notify the Union of any immigration-related enforcement action by law enforcement or immigration

| Tentatively Agreed To: | |
|------------------------|-------------------|
| For the Union: | For the Employer: |
| Jack Ald | Deres Du |
| Date: | Date: |
| 17/4/2045 | 12 3 3000 |

Formatted: Font: (Default) Calibri

Formatted: Normal

Formatted: Font:

officials, such as an I-9 audit, raid or detention, affecting bargaining unit members.

SECTION XX.32 INSPECTIONS AND AUDITS

The Employer shall permit inspection of Form I-9s only after a minimum of three days written notice by the DHS or subpoena where the employee is specifically named and where the production of the I-9 Form is required; the Employer shall provide no documents, or other information about bargaining unit members, except Form I-9s unless required by a subpoena. The inspection may not occur in a location where the DHS or other immigration officials may likely interact with bargaining unit employees.

SECTION XX.43 WORK AUTHORIZATION AND REVERIFICATION

The Employer shall not impose work authorization verification or reverification requirements greater than those required by law. <u>All such processes shall be applied uniformly to all employees</u>, without regard to race, national origin, or any other protected characteristic.

I-9 retention policies. The employer will maintain employee I-9 forms in a file separate from personnel records, as required by law. The employer may keep copies of employee Driver's Licenses and other identifying documents for the sake of verification for compliance purposes in a folder (paper or electronic) separate from the I-9 form, will not duplicate, either by photocopy, electronically or any other method, the documents provided by the employee in connection with the I-9 process, and will not retain any copies, however obtained, in any files. The employer will notify and bargain with the union before implementing any change to the retention of I-9 forms, including but not limited to retention on microfilm or microfiche.

- For purposes of verification or reverification, an employee shall not be considered a new hire as provided in 8 CFR § 274a.2(b)(1)(viii).
- · A worker going through the verification or reverification process shall be entitled to be

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

Tentatively Agreed To:
For the Union
Pate:

Date:

Date:

17/4/2045

represented by a Union representative. The employee shall have the right to choose which work authorization documents to present to the Employer during the verification or-reverification process.

- Upon request, the Employer agrees to meet and discuss with the Union the implementation of a particular verification or reverification process.
- The employer shall provide the employees with a reasonable opportunity of not less than two weeks to present other documents as listed on Form I-9 to establish their employment authorization when DHS notifies the employer that certain employees do not appear to be authorized for continued employment.
- Nothing in this provision shall be interpreted to limit the employee's rights to continued employment consistent with applicable federal law under the "receipt rule," which may allow employees up to ninety (90) days or , depending on the length of time the receipt is valid for eircumstances, to present a replacement document for an expired employment authorization. The Employer will follow all federal rules and guidance governing the receipt and reverification process, under the "receipt rule," which grants employees ninety (90) days to present to the company a replacement document of a previously issued but expired employment authorization.
- . SECTION XX.4 SSA NO-MATCH LETTERS OR OTHER NO-MATCHES

Except as required by law, a Social Security Administration "no-match" letter, a phone or computer verification of a no-match, or an IRS no-match shall not constitute a basis for taking any adverse employment action against an employee, for requiring an employee to correct the no-match, or for re-verifying the employee's work authorization. Upon receipt of a no-match letter, the Employer shall notify the employee and provide the employee and the Union with a copy of the letter.

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

Tentatiyely Agreed To:

For the Union

2/1/2-20

For the Employer:

Date: 12 12 12 1

The employer will not contact DHS, the SSA, or any other governmental agency after receiving notice of a "no match" from the IRS.

SECTION XX.5 CHANGE IN NAME OR SOCIAL SECURITY NUMBER

Except as prohibited by law, when an employee presents evidence proper documentation of a change in name, social security number, or updated work authorization documents, the Employer shall modify its records to reflect such change and the employee's seniority will not be affected. Such change shall not constitute a basis for adverse employment action, notwithstanding any information or documents provided at the time of hire.

SECTION XX.6 PARTICIPATION IN E-VERIFY AND SIMILAR PROGRAMS

The Employer shall not participate in E-Verify or other similar federal, state or local program unless required by law.

If participation <u>in E-Verify</u> is required by law, or the Employer is already participating in E-Verify, the Employer shall:

- Provide the Union a copy of its E-Verify or other Memorandum of Agreement with the relevant government agency;
- b-a. Not use Only use E-Verify except for new hires and reverification, unless required by law. For purposes of federal E-Verify, an employee shall not be considered a new hire as provided in 8 CFR § 274a.2(b)(1)(viii);
- e-<u>b.</u>Not misuse E-Verify, including but not limited to verifying employment status before making an offer of employment and before hire; and
- d.c. Provide copies of "tentative non-confirmation" notices, and any other relevant information, to affected employees.

| Tentatiyely Agreed To: | |
|------------------------|-------------------|
| For the Uniops: | For the Employer: |
| page Ald | Joseph P |
| Date: 1=/// | Date: |
| | |

SECTION XX.7 WORK AUTHORIZATIONS ISSUES

If known, and to the extend practical, the The Employer shall provide to the bargaining unit member with and the Union written notification when it contends that the employee's work authorization documents or I-9 Form are deficient, or that the employee must reverify a work authorization, specifying:

- a. the specific document or documents that are deemed to be deficient and why the document or documents are deemed deficient;
- b. what steps the worker must take to correct the matter;
- the employee's right to have a union representative present during the verification or reverification process and;
- d.c. any rights which the worker may have in connection with the verification or reverification process under this Article.

In the event that an employee does not provide adequate proof that they are authorized to work in the United States after their probationary or introductory period, and their employment is terminated for this reason, the employer agrees to immediately reinstate the employee to their former position, without loss of prior seniority upon the bargaining unit member providing proper work authorization documentation within 12 months from the date of termination.

SECTION XX.8 IMMIGRATION-RELATED LEAVE

The Employer shall not penalize an employee for an absence related to attendance of any immigration-related appointment, interview, or proceeding. Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend such immigration-related matters for the employee only.

If an extended leave of absence is necessary, the Employer shall reinstate any employee who is

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

Tentatively Agreed To:
For the Union:
For the Employer:
Date:

absent from work due to court or agency proceedings relating to immigration matters and who returns to work within 126 months of commencement of an extended absence considering that their training and credentialing requirements remain in compliance. The Employer may require documentation of appearance at such proceedings.

SECTION XX.9 MANAGEMENT TRAINING

The employer shall train all managers and supervisors on the requirements of this Article within 15 days of <u>ratification</u>its execution, and thereafter within 1 month of hiring any new manager or supervisor.

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

Tentatively Agreed To:

For the Union:

Plate.

12/4/2025

For the Employer:

ARTICLE XY: EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The Employer agrees that qualified applicants for employment will be considered without regard to race, ethnicity, color, physical and/or mental disability, medical condition, marital or family status, pregnancy or parental status, national or tribal origin, including Indigenous identity; language, ancestry, gender, sexual orientation or perceived sexual orientation, gender identity, gender expression, age, religion, creed, citizenship or immigration status, military or veteran status, socio-economic status, lawful political beliefs or actions, union membership or activities, or other characteristics or considerations made unlawful by federal, state, or local law or applicable agency regulations.

The Employer further agrees that it shall not discriminate in terms or conditions of employment on the basis of the aforementioned characteristics.

The Employer and the Union also commit to support equal employment opportunity and recruitment efforts to ensure a diverse workforce. All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity.

The Employer is committed to fostering a respectful and fair workplace for all employees.

SECTION XY.1: NO SEXUAL HARASSMENT

The Employer will ensure that all employees are made aware of the Employer's harassment and sexual harassment policies and procedures and will endeavor to maintain a workplace environment consistent with those policies and procedures.

SECTION XY.2: NO DISABILITY DISCRIMINATION

The Employer will ensure that all employees are made aware of the Employer's written policies and procedures prohibiting discrimination on the basis of disability.

| Tentatively Agreed To: | |
|------------------------|--------------------------------|
| For the Union: | For the Employer David Richart |
| Date: 12/5/7075 | Date: 12/5/2025 |

SECTION XY.3: NO WORKPLACE VIOLENCE

The Employer is committed to providing all employees a safe and healthy work environment and

expressly prohibits workplace violence.

SECTION XY.4: COMPLAINT PROCEDURE

The Employer has established a process for assisting employees who feel they have been

subjected to workplace harassment, abuse, and/or discrimination. If an employee feels that they

have been subjected to, or a witness of workplace harassment, abuse and/or discrimination, the

employee should report the matter to their immediate supervisor and/or to the Employer's

Human Resources Department.

Whether written or verbal, the employee's report should state specific details of the allegedly

harassing, abusive, or discriminatory behavior.

The Employer will promptly assess, investigate and document employee complaints of workplace

harassment, abuse, and/or discrimination in accordance with its policies and applicable law.

SECTION XY.5: NO RETALIATION

If an employee believes they are being subjected to any adverse treatment or retaliatory conduct

they believe is connected to a complaint or participation in an investigation, the employee must

report the conduct immediately to their supervisor and/or the Employer's Human Resources

Department. The employee may also report these claims to the Union for support.

SECTION XY.6: CONFIDENTIALITY

The Employer will maintain confidentiality to the extent practicable, except where disclosure is

necessary to conduct a fair and thorough investigation or comply with applicable law. Individuals

involved in the investigation will be advised of the importance of confidentiality and

professionalism throughout the process.

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

Tentatively Agreed To:

For the Union:

Date:

17/2/2000

For the Employer: David Richart

Date:

12/5/2025

ARTICLE XZ: SUCCESSORSHIP

The Employer will advise any potential purchaser of the existence of a Collective Bargaining Agreement with SEIU 775. Recognition of the Union and acceptance of the terms and conditions of the Agreement through the Term by the successor business entity shall be a condition of any sale, purchase, or any other form of transfer of its business, in whole or in part, to any other person or entity. The Employer shall provide the Union with written notice upon the effective date of a change in ownership, and such notice shall be given prior to the change going into effect.

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

Tentatively Agreed To:

For the Employer:

Date:

Date:

Date:

Appendix A: Rates and Wages for Home Care Assistants

| Cumulative Career Hours | July 1 - Dec 31, 2025 | July 1 - Dec 31, 2025 + \$0.25 HCA Dif | Jan 1 - June 30, 2026 | Jan 1 - June 30, 2026 + \$0.25 HCA Dif | July 1 - Dec 31, 2026 | July 1 - Dec 31, 2026 + \$0.25 HCA Dif | Jan 1 - June 30, 2027 | Jan 1 - June 30, 2027 + \$0.25 HCA Dif |
|-------------------------------|-----------------------------|--|-----------------------------|--|-----------------------------|--|-----------------------------|--|
| 0-2000 | \$ 22.56 | \$ 22.81 | \$ 22.67 | \$ 22.92 | \$ 23.58 | \$ 23.83 | \$ 23.72 | \$ 23.97 |
| 2001 - 4000 | \$ 22.74 | \$ 22.99 | \$ 22.85 | \$ 23.10 | \$ 23.77 | \$ 24.02 | \$ 23.91 | \$ 24.16 |
| 4001 - 6000 | \$ 22.91 | \$ 23.16 | \$ 23.02 | \$ 23.27 | \$ 23.95 | \$ 24.20 | \$ 24.09 | \$ 24.34 |
| 6001 - 8000 | \$ 23.12 | \$ 23.37 | \$ 23.24 | \$ 23,49 | \$ 24.17 | \$ 24.42 | \$ 24.31 | \$ 24.56 |
| 8001 - 10000 | \$ 23.34 | \$ 23.59 | \$ 23.46 | \$ 23.71 | \$ 24.40 | \$ 24.65 | \$ 24.55 | \$ 24.80 |
| 10001 - 12000 | \$ 23.64 | \$ 23.89 | \$ 23.76 | \$ 24.01 | \$ 24.72 | \$ 24.97 | \$ 24.87 | \$ 25.12 |
| 12001 - 14000 | \$ 23.96 | \$ 24.21 | \$ 24.08 | \$ 24.33 | \$ 25.05 | \$ 25.30 | \$ 25.20 | \$ 25.45 |
| 14001 - 16000 | \$ 24.73 | \$ 24.98 | \$ 24.85 | \$ 25.10 | \$ 25.85 | \$ 26.10 | \$ 26.00 | \$ 26.25 |
| 16001 - 20000 | \$ 25.01 | \$ 25.26 | \$ 25.13 | \$ 25.38 | \$ 26.14 | \$ 26.39 | \$ 26.30 | \$ 26.55 |
| 20001 - 24000 | \$ 25.35 | \$ 25.60 | \$ 25.48 | \$ 25.73 | \$ 26.51 | \$ 26.76 | \$ 26.67 | \$ 26.92 |
| 24001 - 40000 | \$ 25.61 | \$ 25.86 | \$ 25.74 | \$ 25.99 | \$ 26.78 | \$ 27.03 | \$ 26.94 | \$ 27.19 |
| 40000+ | \$ 26.13 | \$ 26.38 | \$ 26.26 | \$ 26.51 | \$ 27.32 | \$ 27.57 | \$ 27.48 | \$ 27.73 |

^{*}The Employer will comply with the Seattle Minimum Wage as it is adjusted over the life of this Agreement.

| Tent | tatively Agreed To: |
|-----------------|---------------------|
| For the Union: | For the Employer: |
| Date: 12/4/2025 | Date: (2) 3 (2025 |

APPENDIX B - RATES AND WAGES FOR OTHER CLASSIFICATIONS

| Classification | ification Base 0-3 yrs | | High 9+ years | Modification | |
|--|------------------------|---------|---------------|--------------|--|
| Kitchen Worker | \$20.76 | \$21.76 | \$22.76 | * | |
| Program Assistant | \$20.76 | \$21.76 | \$22.76 | */** | |
| Case Manager | \$23.58 | \$24.58 | \$25.58 | | |
| Administrative Assistant | \$20. <u>76</u> 00 | \$21.00 | \$22.00 | * | |
| Activity Coordinator | \$21.00 | \$22.00 | \$23.00 | * | |
| Alzheimer's Coordinator | \$21.00 | \$22.00 | \$23.00 | * | |
| Certified Nursing Assistant (CNA) | \$22.00 | \$23.00 | \$24.00 | | |
| Intake Specialist | \$25.83 | \$26.83 | \$27.83 | | |
| Social Worker - MSW | \$30.00 | \$31.00 | \$32.00 | | |
| Certified Occupational Therapy Assistant (COTA) | \$30.00 | \$31.00 | \$32.00 | | |
| Occupational Therapist (OTR/L) | \$35.00 | \$39.00 | \$46.00 | | |
| Licensed Practical Nurse (LPN) | \$29.00 | \$31.37 | \$36.57 | | |
| Social Services Professional | \$25.63 | \$26.63 | \$27.63 | | |

Tick Mark Legend

| For the Employer: |
|-------------------|
| Date: |
| 12/3/2023 |
| |

*On January 1st, 2026, the base wage (0-3 years) for this position will increase to \$21.76. This Pposition will comply with Seattle minimum wage ordinance for positions in the City of Seattle. 202519 minimum wage is \$20.76. 16.00, 2020 minimum wage is \$16.39

https://www.seattle.gov/laborstandards/ordinances/minimum-wage.

 $\frac{http://www.seattle.gov/Documents/Departments/LaborStandards/OLSFactSheetsMW_updated}{_10_29_19_Final.pdf}$

**Program Assistant Lead Position would earn \$1.00/hr differential

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

| Tentatively Agreed To: For the Union: | Fer the Employer: |
|---------------------------------------|-------------------|
| Date: 12 Md 2 | Date: |
| 12/3/2025 | D(3(008 |

Formatted: Superscript

Memorandum of Understanding Between SEIU 775 (Union) and Full Life Care (Employer)

The Parties agree that if the State of Washington increases the reimbursement rate and/or provides any additional funding to the Adult Day Health (ADH) program during the term of the Collective Bargaining Agreement, the parties shall reopen **Appendix B (Wages)** of the Agreement for the limited purpose of bargaining wage increases for ADH bargaining unit employees.

Conversely, if the State of Washington reduces reimbursement rates or decreases funding to the ADH program during the term of this Agreement, the Employer may reopen Appendix B (Wages) for the limited purpose of bargaining adjustments to current wages for ADH bargaining unit employees.

- Notice Requirement: The Employer shall provide written notice to the Union within thirty (30) calendar days of receiving notice or confirmation of such funding increase or allocation from the State.
- Timeline for Bargaining: Upon providing notice, the Parties shall meet to bargain within forty-five (45) calendar days unless a different schedule is mutually agreed upon. The intent of these negotiations shall be to reach agreement on fair and proportionate wage increases that reflect the level and effective date of the new State funding.
- Transparency of Funding: The Employer shall, upon request, provide the Union with documentation or correspondence from the State verifying the amount, effective date, and purpose of the funding increase to ensure an informed and expedited bargaining process.
- Good Faith Obligation: The Parties shall bargain in good faith with the shared goal of reaching a timely agreement on wage increases consistent with the level and intent of State funding increases. Neither Party shall unreasonably delay or withhold agreement.
- Scope of Reopener: This reopener shall be limited exclusively to the subject of wage increases for ADH bargaining unit employees and shall not reopen or modify any other provision of the Collective Bargaining Agreement.

| Tentatively Agreed To: For the Union: | For the Employer: Bavid Richart |
|---------------------------------------|---------------------------------|
| Date: 12/5/2025 | Date: 12/5/2025 |

| 6. Status of Other Terms: Agreement shall remain | All other terms and conditions of the Collective Bargaining in full force and effect. | |
|---|---|-----|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| The Union reserves the right to | add to, modify or withdraw this proposal. | |
| Tentatively Agreed To: | | } |
| For the Union: | For the Employer: David Rich | art |
| Date: (2/5/2015 | Date: 12/5/2025 | : |

TENTATIVE AGREEMENT

The parties tentatively agree that the following articles in the parties 2023-2025 Collective Bargaining Agreement (CBA) will be retained in their entirety and included in the Full Life Care 2025-2027 CBA:

- Article 7: Seniority, Layoff, And Low Census
- Article 8: Discipline And Discharge
- Article 9: Leaves Of Absence
- Article 10: Employment Practices
- Article 12: Client Rights and Care Plans
- Article 13: Travel Provisions
- Article 19: Worker's Compensation
- Article 22: Severability
- Article 23: Subcontracting
- Article 24: No Strike or Lockout

| Tentatively Agreed To: For the Union: | For the Employer: David Richart |
|---------------------------------------|---------------------------------|
| Date: 12/5/2025 | Date: 12/5/2025 |