

## **ARTICLE 2: UNION MEMBERSHIP AND UNION SECURITY**

### **SECTION 2.1 UNION MEMBERSHIP DUES**

No later than thirty (30) calendar days following the effective date of this Agreement, all present employees must, as a condition of continued employment, maintain their membership in good standing in the Union. "In good standing," for the purposes of this Agreement is defined as the tendering of periodic Union dues. All employees hired after the effective date of this Agreement shall be or become and remain members of the Union in good standing no later than thirty (30) calendar days following the first day of their Employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended.

### **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 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.

### **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) calendar 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

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For the Union:

Date:  
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For the Employer:

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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 the delinquency of any employee. Should the employee fail to satisfy obligations of this Agreement, within fifteen (15) calendar 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 seven (7) calendar days of the date of the Union's demand.

#### **SECTION 2.4 DUES DEDUCTION**

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 next full payroll period paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect. The Employer agrees to make deduction adjustments following direction from the Union within one full payroll period after receiving the change, and The Employer shall remit the same to the local Union within ten (10) calendar days after the end of each month by Automated Clearinghouse (ACH) Payment. If the report is delayed the Employer will notify the Union when the report will be delivered. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) calendar days of execution of this Agreement, and thirty (30) calendar days before the effective date of any change. and thirty (30) calendar days before the effective date of any change. 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. The Employer may require an additional authorization form as per its policies and procedures, to confirm specific authorization for continued paycheck deduction. The Employer requires an employee signature, wet or digital, for any deductions or changes to deductions from wages. The Union and the Employer shall work collaboratively to establish a mutually agreed-upon electronic format by which the Union may transmit completed membership and/or authorization cards to the Employer.

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The Union shall provide the Employer with copies of any previously signed membership cards, in order to initiate dues deductions. The Union and the Employer shall work together to ensure that all employees are aware of the obligation to become and remain a member, and to provide the Union's membership form to all bargaining unit employees following ratification of this Agreement. The Union will indemnify and hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership fees, including the cost of defending against such claim or obligation.

### **SECTION 2.5 POLITICAL ACCOUNTABILITY FUND (COPE)**

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

### **SECTION 2.6 VOLUNTARY DEDUCTIONS**

Upon receipt of a payroll authorization form, the Employer shall deduct and transmit voluntary contributions from each employee to the Union. The Employer shall deduct the sum specified from the pay of each employee and the authorization will be honored in accordance with its terms. The authorization will remain in effect until or unless revoked in writing by the employee to the Union, by which the Union will notify the Employer in writing to cease deductions once the member has satisfied its obligation of the terms of the authorization to end voluntary

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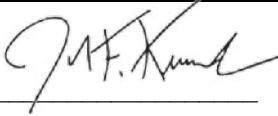
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For the Employer:



Date:

2/5/2026

deductions. The amount deducted and a roster of all employees using payroll deduction for voluntary deductions will be promptly transmitted to the Union by separate check payable to the Union and identified as Voluntary Deduction, at the same time as the remittance of dues by Automated Clearing House (ACH) payment. The Union will indemnify and hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership fees, including the cost of defending against such claim or obligation.

## **SECTION 2.7 ELECTRONIC SIGNATURE**

The Union may use electronic records to verify Union membership, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership. 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 the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union. The Union understands the Employer may require an additional authorization form as per its policies and procedures, to confirm the specific authorization for paycheck deduction. 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 2.8 BARGAINING UNIT INFORMATION**

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

### **2.8.1 DUES REPORT AND ROSTER**

The Employer shall collect and provide a roster of all bargaining unit employees to the Union on a monthly basis within ten (10) calendar days after the end of the previous month. If the roster is delayed the Employer will notify the Union when the report will be delivered. This information shall be transmitted securely in a mutually agreeable format. The roster shall include:

- Employee ID

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• Preferred First NamePreferred First Name

- First Name
- Middle Name

— Preferred Last NamePreferred Last Name

- Last Name

• Preferred PronounsPreferred Pronouns

- Social Security Number
- Primary Phone Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Address Type
- Address 1
- Address 2
- City
- State
- Zip
- Address Last Updated/Provided
- Personal Email, if available
- Birthdate
- Gender

— Preferred Written LanguagePreferred Written Language

• Preferred Spoken LanguagePreferred Spoken Language

— Original hHire DateHire Date

• Most recent hire date

- Termination Date

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- “Last” or “Most Recent” Rehire Date (if applicable)
- Wage rate
- Pay Period Start Date Pay Period End Date
- Pay Period Hours
- Dues deduction amount
- Voluntary (COPE) Deduction 1 Type
- Voluntary (COPE) Deduction 1 Amount
- Voluntary Deduction 2 Type
- Voluntary Deduction 2 Amount
- Gross pay
- Dues assessable pay
- Work location
- CBA Job classification

The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. The following items may be added to the list if the Employer begins collecting this information during the term of the contract: preferred first name, preferred last name, and preferred pronouns. Prior to implementing such a change, the Employer shall provide the Union with sixty (60) days written notice and shall meet with the Union during this notice period to discuss the proposed changes.

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

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:

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- Employee number
- First Name
- 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.

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

Reports shall be securely transmitted electronically, in a commercially available format to be 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 sixty (60) days notice. During that time the Union and Employer shall meet to discuss the change.

## SECTION 2.9 DATA SECURITY

In accordance with state and federal law, the Employer shall utilize the latest industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about employees unless required to do so due to on-going litigation, pre-litigation, vendor requests made as part of benefits enrollment, government/agency requests, to comply with a court order or other judicial/arbitral demand, or other similar situation:

The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement.

The Employer agrees to notify the Union within ten (10) calendar days if a third party has

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

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

## **SECTION 2.10 MEMBERSHIP FORMS**

The Employer agrees to distribute membership forms for the Union with the basic employment paperwork required by the Employer. All membership forms completed by an employee and returned to the Employer will be forwarded to the Union by the Employer, keeping a copy for the Employer and sending originals to the Union within fifteen (15) calendar days of the Employers receipt of the form. The Employer shall include a Union Membership Card in each employee's new hire employment paperwork. The card will be reserved for the Union Representative/Advocate, as available, to review the membership card with new employees during their orientation. After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send a complete digital copy of the original to the Union within five (5) business days within five (5) business days via email in common electronic format agreed upon by the Employer and the Union via common electronic format agreed upon by the Employer and the Union. The Union will provide the Employer with an email address for the transmittal of the digital copies. Cards collected by a Union Advocate will be shared with the Employer to make a copy for itself.

The Employer will make digital copies of Membership Cards on file available to the Union upon request.

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For the Union:



Date:

2/5/2026

For the Employer:



Date:

2/5/2026

## ARTICLE 3: UNION RIGHTS

### SECTION 3.1 WORKER REPRESENTATIVES, ADVOCATES

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

### SECTION 3.2 WORKER REPRESENTATIVE PARTICIPATION

The Employer agrees to compensate designated advocates or worker representatives at their regular rate of pay for their involvement in certain defined labor relations activities. These activities are defined as participation on the Labor-Management Committee while during regular working time; Safety Committee while during regular working time; actual time spent in grievance meetings provided that the advocate notifies the immediate supervisor(s) in advance; bargaining; and other approved and regularly scheduled committees and work groups that benefit both the Union and the Employer by prior mutual agreement. Advocates shall have the obligation to inform their supervisors in advance when they will be utilizing Advocate time, and shall follow all usual scheduling procedures to ensure client care coverage. Such paid leave time shall be counted for the purpose of overtime computation or credited towards the employee's Cumulative Career Hours in order to ensure continuity of benefits from the Health Benefits Trust. The Union is responsible for reporting hours spent by workers during these activities within ten (10) calendar days of the event.

### SECTION 3.3 UNION LEAVE

Hours worked by an employee for purposes of approved Union leave will be credited toward the employee's cumulative career hours (CCH). Similarly, an employee on an approved Union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave.

### SECTION 3.4 HOME CARE ADVOCACY DAY

The Employer agrees to grant up to five percent (5%) of its bargaining unit employees, based on a first-come-first-served basis, two paid leave days each calendar year, as designated by the Union, for the general purpose of public action and advocacy to improve the quality of long term care. The Union shall designate in writing to the Employer the employees who are requesting. *The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:

Date:

10/19/25

For the Employer:

Date:

10/19/25

Shirley Morris  
Barbara Lamm  
Mark Colleman  
April Becker  
Ken Donnell  
Darryl S. Johnson  
Craig R. Riddle  
Cynthia Ferguson

Bob M. King  
10/19/25

such leave at least fourteen (14) calendar days in advance. Bargaining unit employees who wish to participate are responsible for providing the Employer with no less than fourteen (14) calendar days' notice when requesting leave. Such notice must be in writing and indicate that the leave is for advocacy day. Leave requests shall take client needs into consideration but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests.

Employees on paid leave for advocacy activities shall receive their regular rate of pay for the number of scheduled hours normally worked on that day. Such paid leave time shall not be counted for the purpose of overtime computation. Such paid leave time shall be credited towards the employee's Cumulative Career Hours in order to ensure continuity of benefits from the Health Benefits Trust.

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

### SECTION 3.5 BULLETIN BOARD

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

### SECTION 3.6 NEW EMPLOYEE ORIENTATIONS

Representatives designated by the Union shall be permitted to attend the Employer's scheduled new employee orientations. The Union may make its presentation in person, via video conference, or by phone. New employees will be paid by the employer during these times. The Union shall have the right to make a thirty-minute presentation about the Union and answer questions to new hires scheduled at new employee orientations. The Employer will endeavor to provide forty-eight (48) hours' notice to the Union of meeting times and locations.

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Tentatively Agreed To:

For the Union:

Date:

10/9/2025

For the Employer:

Date:

10/9/25

Janine Myers  
Suzanne Lanza  
Mark Zark-Lanza  
Daren Becker  
Ken Donnast  
Jennifer Johns  
Mary Liddle  
Cynthia Ferguson

Lia M. King  
10/9/25

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

Additionally, the Union shall have the right to have thirty (30) minutes to make a presentation about the Union and answer questions for new hires to be scheduled at required basic training. During such time the new employee shall be on regular work time. Such paid time shall not incur overtime obligation. The Union shall have the right to include information for all new employees in the Employer's orientation materials, including but not limited to union contract and membership card, the latter item shall be included by the Employer for all bargaining unit employees. Such materials and/or information shall not be disparaging to the Employer.

The Employer will schedule employees with pay to attend fifteen (15) minute annual Union time meeting connected to Continuing Education Classes; such time shall be paid. Once an annual, required health and safety class is implemented the Union time will be attached to that class. The Union shall provide verification of attendance to the Employer within fourteen (14) calendar days of attendance.

#### **SECTION 3.7 ACCESS TO EMPLOYER PROPERTY (OFFICE)**

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

#### **SECTION 3.8 ACCESS TO EMPLOYEE'S FILES**

The employee, with or without his/her/their representative, may examine in the presence of a  
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<i>Tentatively Agreed To:</i>
For the Union: <i>[Signature]</i>
Date: <i>10/9/25</i>

For the Employer:
<i>[Signature]</i>
Date: <i>10/9/25</i>

*Anthony Dwyer  
Summer Ladd  
Matt Zotti Brown  
April Becker  
Kris Dornan  
Darryl S. Johnson  
Troy St. Liddle  
Cynthia Ferguson*

*Lia M. King  
10/9/25*

manager the employee's permanent personnel files, or obtain a copy upon the employee's written request. Only appropriate information shall be maintained in an employee's personnel file. Employees may request that a document be removed from their personnel file. The Employer retains full discretion in determining whether the request is granted. Disputes regarding documents placed in the employee's permanent personnel file are subject to the Grievance Procedure as stated in Article 10.3.

#### **SECTION 3.9 PAYCHECK DISTRIBUTION**

Representatives may be present at in-person paycheck distributions. The Employer will not be expected to pay representatives for their time/presence at in-person paycheck distributions.

#### **SECTION 3.10 EXECUTIVE BOARD MEMBERS**

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

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Tentatively Agreed To:

For the Union:

Date:

*[Signature]*  
10/9/25

For the Employer:

Date:

*[Signature]*  
10/9/25

*Lia M. King*  
10/9/25

*Susan Johnson  
Mark Takigawa  
April Becker  
Ken Donald  
Ronald Johnson  
Mary L. Liddle  
Cynthia Ferguson*

## ARTICLE 6: PROBATIONARY PERIOD

The first one hundred and twenty (120) ninety (90) calendar days of employment or re-employment shall be the probationary period for all new and returning employees; however, for any employee who has not completed the required certification and testing by one hundred and twenty (120) ninety (90) calendar days, the probationary period shall extend until such time as that employee be allowed under regulation to complete the testing and certification for such purpose only. During this period the Employer shall provide specific orientation to the job performance expectations, to the agency and to the agency's services and programs, and to the people/clients served by the agency.

Employees who complete their probationary period shall not have to serve another probationary period on the condition that in the event they return to a bargaining unit position within six (6) months/three (3) years, after a continuous period of service in another position with the Employer. Employees who have active discipline equal to or more severe than a second written warning in their file at the time of the request to return to a bargaining unit position must serve another probationary period, however. Bargaining unit employees who have completed their probationary period shall not be required to serve another probationary period if they return to a bargaining unit position within three (3) years, following continuous service in another non-bargaining-unit position with the Employer. However, this exception shall not apply if the employee had an active severe disciplinary action, such as a second written warning, final written warning, or suspension, in their personnel file at the time they left the bargaining unit. In this context, "active" means the disciplinary action is still eligible to be considered for further progressive discipline, as defined in Section 9.2.

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

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Tentatively Agreed To:

For the Union:

Date:

10/9/25

For the Employer:

Date:

10/9/25

**Commented [13]:** Language has been rewritten for clarity, but is intended to capture the intent of the deleted section.

*Joshua M. King*

*Summer Landa*  
*Mark Pauli*  
*April Bleke*  
*Ken Downard*  
*Daniel J. Potts*  
*James A. Siddle*  
*Cynthia Ferguson*

*Lia M. King*

10/9/25

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## ARTICLE 9: DISCIPLINE AND DISCHARGE

### SECTION 9.1 JUST CAUSE STANDARD

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

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

### SECTION 9.2 PROGRESSIVE DISCIPLINE

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

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

The contractual right to contest discipline is set forth in Article 8, Dispute Resolution Procedure. In the event a disciplinary suspension of an employee is determined by the Employer to be the appropriate level of discipline, the period of suspension following the determination shall not exceed five (5) calendar days. For all discipline less than a final written warning, twelve (12) *The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:

Date:

10/9/25

For the Employer:

Date:

9/1/25

Susanna Landa  
Milt Zendejas  
April Becker  
Ken Howard  
Darryl Johnson  
Amy L. Siedler  
Christina Ferguson

Lois M. King 10/9/25

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

#### **SECTION 9.3 RESPECTFUL COMMUNICATION**

Communications between supervisors and employees are expected to be respectful, and discipline shall be, in general, directed at correcting performance problems. The Employer will not impose discipline in the presence of other employees, consumers, or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others. The Employer will impose discipline for minor infractions within fourteen (14)thirty (30) calendar ten (10) working days of discovery.

#### **SECTION 9.4 ADMINISTRATIVE LEAVE**

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

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Tentatively Agreed To:

For the Union:

Date:

10/9/25

For the Employer:

Date:

10/9/25

Christina  
Suzanne Landa  
Mark Zarkowicz  
Ariail Baker  
Jannyl Johnson  
Amye Stoddard  
Cynthia Ferguson

Lia M. King 10/9/25

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An Employee placed on Administrative Leave, and who is subsequently exonerated and/or reinstated/rehired and provides written proof of such exoneration to the Employee's supervisor within seven (7) days of receipt of such exoneration, shall receive back compensation of up to sixty (60) days at the employee's regular rate, reduced by the amount of unemployment insurance benefits received by the employee and any leave without pay utilized by the employee during the term of their suspension. To be eligible for back compensation, the employee shall be required to apply for unemployment insurance benefits and shall provide to the Employer documentation from the unemployment agency showing payments received by the employee during the administrative leave. The employee shall be notified by the employer of this requirement in writing at the time of the suspension. If this notice cannot be provided in the employee's language of choice, they will be referred to the Union's Member Resource Center. Employees must provide proof of unemployment payments within fourteen (14) ten (10) calendar days of reinstatement or rehire, absent proof of extenuating circumstances. Any back compensation received by the employee will be determined based on the average number of hours worked per week by the employee for the preceding ninety (90) days prior to placement of the employee on Administrative Leave and will only be determined after resolution of the unemployment insurance administrative process. If it is determined that the employee is to be discharged based on the allegations, the Employer will not be required to pay any back compensation. If the suspension and reinstatement is less than ten (10) business days, employees will receive back compensation at their regular rate of pay.

In any case, the employee may use accrued, earned leave as a substitute for leave without pay. Employees who use accrued, earned leave as a substitute for leave without pay must notify the Employer of their intent to use accrued, earned leave within two (2) five (5) one (1)-business days of being placed on administrative leave.

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#### 9.4.1 PROCEDURE FOR ABUSE AND NEGLECT CASES

Employees who commit abuse or neglect (hereinafter "abuse") which is proved by an investigating state regulatory agency or by an investigation duly performed by the Employer, may be terminated immediately. The Parties recognize, however, that compelling evidence of abuse is sometimes difficult to obtain. Accordingly, the Parties adopt the following standard. The Union

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

Tentatively Agreed To:

For the Union:

Date:

*10/9/25*

For the Employer:

Date:

*10/9/25*

*Susanna Landa  
Mary Zante-Green  
April Baker  
Kelli Dornard  
Tammie L. Johnson  
Mary S. Shideler  
Cynthia Ferguson*

*Lora M. King  
10/9/25*

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and the Employer agree that any charge of abuse shall be reported to the appropriate state or local authorities as required by law. Any employee accused of abuse may be placed on administrative leave pending the results of any such governmental investigation. Employees may use accrued, earned leave as a substitute for leave without pay. Employees who use accrued, earned leave as a substitute for leave without pay must notify the Employer of their intent to use accrued, earned leave within two (2)five(5)one (1) business days of being placed on administrative leave.

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

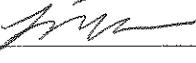
If an investigating agency should find the charge to be unfounded, the employee shall be reinstated and compensated in accordance with the procedures in Article 9.4.

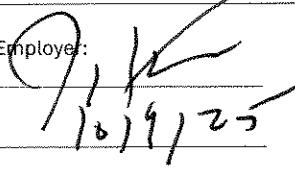
Without prejudice to timeliness, the Parties may agree in writing to hold the grievance in abeyance, pending the outcome of any conclusive action by the regulatory body.

#### SECTION 9.5 REPRESENTATION DURING INVESTIGATORY MEETINGS

As a courtesy, the Employer shall inform employees who are subject to discipline that the employee has the right to request that a Union Advocate or representative be present during a disciplinary or investigatory meeting. Such meetings shall be held so as not to interfere with the operation of the Employer and shall involve an available representative if the employee so requests. If during an investigatory meeting the employee needs interpretation, the employer will direct the employee to the Union's Member Resource Center. If a representative is available, the meeting shall not be postponed. The meeting shall not be unduly delayed if no representative is available and, in any event, will occur within three (3)five(5)two (2) business days from the time the employee requests representation. Representation via telephone or video conference shall be facilitated if requested by the Union and available to the Employer. If an employee does not

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Tentatively Agreed To:  
For the Union:   
Date: 10/19/25

For the Employer:   
Date: 10/19/25

*Andrea Thompson  
Barbara Cannon  
Albert Zwick-Green  
April Becker  
Daryl D. Johnson  
Mary L. Riddle  
Cynthia Ferguson*

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make themselves available within three (3)~~five~~two (2) business days from the time the employee requests representation, the Employer will move forward with the investigation without the input of the employee. The Employer shall email copies of all disciplinary notices to the Union's Member Resource Center and designated representative. A disciplinary notice provided to the employee shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice:

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

#### SECTION 9.6 INVESTIGATION TIMELINE

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

In the event an investigation is unable to be completed within ~~fourteen (14) calendar days~~~~ten (10)~~ working days, the Employer shall notify the Union representative (unless declined pursuant to Section 5 above) and the affected employee concerning the basis for the delay, the efforts the Employer is making to resolve the delay, and an expected time for the resolution of the investigation.

#### SECTION 9.7 INSUBORDINATION

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

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

Tentatively Agreed To:

For the Union:

Date:

10/9/25

For the Employer:

Date:

10/9/25

Sarah M. King  
Cynthia Ferguson  
Suzanne Anna  
Mark Jude Brown  
Ariel Becker  
Ken Donnan  
Daryl L. Johnson  
Mary S. Diddle

Lia M. King  
10/9/25

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## **ARTICLE 16: LEAVES OF ABSENCE**

### **SECTION 16.1 UNION LEAVE**

Any employee elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union not to exceed two (2) years, except in cases where the term of office exceeds this period. Thirty (30) days written notice must be given to the Employer before the employee takes leave to accept such office or position, or before such employee returns to work. Such leaves of absence shall be without pay.

A leave of absence without pay shall also be granted to no more than ten (10) employees per year and no more than five (5) employees at the same time for no more than ninety (90) days to conduct the Union's business provided fifteen (15) days written notice is given. 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 ten (10) days the Employer may not be able to guarantee the employee 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 and the Employer shall arrange for reimbursement of the health care provider (as legally permitted) to continue benefits for employees on extended union leave including that, for healthcare benefits, the Union may make contributions, as established by Article 17 (Health & Welfare), to the Health Benefits Trust directly on all of the employee's hours worked while on Union Leave.

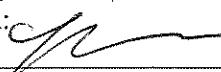
### **SECTION 16.2 BEREAVEMENT LEAVE**

Employees are eligible for up to seven (7) days of unpaid bereavement leave for members of the employee's immediate family and five (5) days of unpaid funeral or bereavement leave for close relatives. Employees shall be able to use PTO during bereavement leave. For purposes of this bereavement leave policy, "immediate family" includes the employee's children, step-children or

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*Tentatively Agreed To:*

For the Union:



Date:

1/29/26

*For the Employer:*

Date:

1/29/26

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1/29/26

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foster children or any other child living in the employee's household, parents or adoptive parents, parents-in-law, spouse or partner, grandparents, grandchildren, and siblings. "Close relatives" includes the employee's aunts, uncles, cousins, nieces, nephews, and siblings-in-law. To respect the diversity of family composition that employees may have, employees are trusted to self-identify who constitutes a family member.

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

Requests for unpaid bereavement leave may be granted in other circumstances. Additional unpaid bereavement leave of up to two (2) weeks may be granted, at the discretion of the Employer, for travel out-of-state or out of the country. The employee requesting such extended bereavement leave shall be allowed to utilize any Paid Time Off that the employee has accrued and earned.

### **SECTION 16.3 GENERAL**

Eligible employees shall be entitled but not limited to all rights and privileges provided in the Family and Medical Leave Act of 1993, the State of Washington's Family Leave Act, and other federal and state laws regulating pregnancy and/or medical leave.

#### **16.3.1 REQUESTING LEAVE**

Employees may request a leave of absence by presenting a written request, pursuant to Employer's policies and on Employer's forms, to their immediate supervisor along with any supporting documentation. The decision to grant certain leaves of absence (such as for military service, jury duty, family medical leave and parental leave) is determined by state or federal law and according to the policies of the Employer. Leaves of absence shall not be constituted as a break in service. Employees on leave shall retain their seniority.

#### **16.3.2 RETURN FROM LEAVE OF ABSENCE**

The Employer will make a good faith effort to reinstate employees returning from an authorized leave of absence to their previous or similar assignment and schedule, subject to client preference and the requirements of federal and state law. An employee who fails to return to *The Company reserves the right to add to, modify or withdraw this proposal.*

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For the Union:

Date:

1/29/26

For the Employer:

Date:

1/29/26

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1/29/26

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work within three (3) working days of the expiration of a leave or has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment.

#### **16.3.3 RETURN TO WORK PROGRAM**

The Employer will comply with all federal and state laws regarding workplace injuries. The Employer may request certification from the employee's physician to determine if and when the employee can return to duty, and what assignments and/or activity level restrictions may be appropriate. Employees shall be made aware of any physical requirements on their return to work at the time they request medical leave, not after they return. The Employer will provide employees with a copy of their current job description after they request medical leave. The Employer shall abide by Employees' medical providers' recommendations and return them to work based on doctor's restrictions, without enforcing additional requirements on the Employee's return to work. When an Employee returns from medical leave, and any part of their job duties conflicts with medical restrictions from their healthcare provider, the Employer will make every reasonable effort to provide accommodations, as required under the Americans with Disabilities Act (ADA), to help the Employee return to work. If accommodations in the Employee's current position or client assignments are not possible, the Employer will determine if there is offer suitable alternative work available that meets the Employee's restrictions, and for which the employee is qualified to perform with no loss of hours or pay whenever reasonably possible.

#### **SECTION 16.4 FAMILY & MEDICAL LEAVE**

The Employer will comply with the federal Family Medical Leave Act (FMLA) and Washington state's Family Leave Act (WFLA). The Employer shall offer details about both Acts, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits. Family leave shall be interpreted consistently with the conditions and provisions of applicable law.

#### **SECTION 16.5 MILITARY LEAVE**

The Employer will comply with the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable laws. The Employer shall offer details about USERRA, the rights and benefits available to workers, and the procedures that workers must follow to utilize

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Tentatively Agreed To:

For the Union:

Date:

*[Signature]*  
1/29/26

For the Employer:

Date:

*[Signature]*  
1/29/26

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1/29/26

SEIU 775 – AWC  
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these benefits.

#### **16.5.1 MILITARY SPOUSE LEAVE**

The Employer will comply with Washington state's Military Family Leave Act ("MFLA" - RCW 49.77). The Employer shall offer details about MFLA, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits.;

#### **16.5.2 MILITARY CAREGIVER LEAVE**

The Employer will comply with applicable laws and regulations pertaining to Military Caregiver Leave under federal FMLA. The Employer shall offer details about Military Caregiver Leave, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits.

#### **SECTION 16.6 DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE**

The Employer will comply with Washington state's Domestic Violence Leave Act ("DVLA" - RCW 49.76). The Employer shall offer details about DVLA, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits.

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

Tentatively Agreed To:

For the Union:

Date:

*[Signature]*  
1/29/26

For the Employer:

Date:

*[Signature]*  
1/29/26

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1/29/26

## ARTICLE 18: TRAVEL PROVISIONS

### SECTION 18.1 TRAVEL PAY AND MILEAGE

#### 18.1.1 TRAVEL TIME

Employees shall be paid according to state and federal wage and hour law for travel between assigned work locations or clients. Employees who use public transportation between assigned work locations or for authorized errands shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly bus pass. Employees may be required to provide documentation of public transportation costs.

#### 18.1.2 MILEAGE REIMBURSEMENT

Effective upon ratification, employees driving their own vehicles between assigned work locations and for authorized client errands shall be reimbursed at fifty (.50) cents for mileage driven between July 1, 2025 through June 30, 2027. fifty (.50) cents for mileage driven between July 1, 2023 through June 30, 2024. Effective July 1, 2024 through June 30, 2025 employees driving their own vehicle between assigned work locations and for authorized client errands shall be reimbursed fifty (.50) cents at the IRS rate at fifty (\$0.50) cents for mileage driven between July 1, 2025 through June 30, 2026 76. Effective June 30, 2026 employees driving their own vehicles between assigned work locations and authorized client errands shall be reimbursed at sixty (\$0.60) cents for mileage driven from July 1, 2026 through June 30, 2027. Effective June 30, 2026 employees driving their own vehicles between assigned work locations and authorized client errands shall be reimbursed at fifty-six (\$0.56) cents for mileage driven between July 1<sup>st</sup>, 2026 through June 30, 2027.

The number of miles reimbursable for travel for paid “windshield time” between assigned clients shall not be limited. The Employer retains the right to determine and assign the most efficient drive routes, in order to minimize mileage and gas consumption.

#### 18.1.3 DISPUTES ABOUT REIMBURSEMENT

The Employer reserves the right to use Mapquest.com, Google or similar distance measuring  
*The Union reserves the right to add to, modify or withdraw this proposal. The Company reserves the right to add to, modify or withdraw any proposals or counter proposals.*

Tentatively Agreed To:

For the Union:



Date:

1/29/26

For the Employer:



Date:

1/29/26

Lia M. King  
1/29/26

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2025-2027 CBA

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tools to determine whether claimed miles are reasonable. The Employer is not obligated to reimburse unreasonable reimbursement claims.

### **SECTION 18.2 INSURANCE AND DRIVER'S LICENSE**

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

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

### **SECTION 18.3 DOCUMENTATION OF EXPENSES**

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

### **SECTION 18.4 MOVING VIOLATIONS/PARKING TICKETS**

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

## **ARTICLE 19: COMPREHENSIVE HEALTH AND WELFARE BENEFITS**

### **SECTION 19.1 HEALTH BENEFITS TRUST PARTICIPATION**

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

### **SECTION 19.2 ELIGIBILITY STANDARDS**

Employee eligibility for healthcare benefit coverage shall be determined solely by the Board of

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Tentatively Agreed To:

For the Union:

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Date:

1/29/26

For the Employer:

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Date:

1/29/26

Lia M. King  
1/29/26

Trustees and as permitted under existing law. The Trust is responsible for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications and follow-up to secure required applications/documentations, dis-enrolling ineligible workers, providing COBRA notifications and follow-up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and dis-enroll ineligible workers. The Employer shall provide information on the Trust's benefits to all employees during the on-boarding process.

### **SECTION 19.3 CONTRIBUTIONS**

#### **19.3.1 HOURLY CONTRIBUTION RATE**

The hourly contribution rate shall be the hourly contribution rate established by the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked (hereinafter the "Healthcare Rate"). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating Section 19.3.

#### **19.3.2 MEDICAID-FUNDED HOURS WORKED**

Effective July 1, 2025<sup>3</sup>, the Employer shall contribute the Healthcare Rate or ~~four~~<sup>five</sup> dollars and ~~thirteen~~<sup>twenty-two</sup> cents (\$4.13<sup>5.22</sup>), whichever is higher, to the Trust for each Medicaid-Funded Hour worked, ~~two and one half cents (\$0.025)~~ of which may be used for a health and safety 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 hours, and training hours.

Effective July 1, 2026<sup>4</sup>, the Employer shall contribute the Healthcare Rate or five dollars and ~~twenty two~~<sup>fifty-seven</sup> cents (\$5.22<sup>57</sup>), whichever is higher, to the Trust for each Medicaid-Funded Hour worked, ~~two and one half cents (\$0.025)~~ of which may be used for a health and safety benefit. The Employer agrees that all funds received by the Employer for purposes of healthcare will be provided to the Trust.

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Tentatively Agreed To:

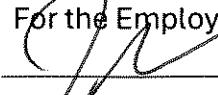
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Date:

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For the Employer:



Date:

1/29/26

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1/29/26

### **19.3.3 NON-MEDICAID-FUNDED HOURS WORKED**

Effective July 1, 2025, the Employer shall contribute the Healthcare Rate or ~~four~~ ~~five~~ dollars and ~~thirteen~~ ~~twenty~~-two cents (\$4.135.22), whichever is higher to the Trust for each Non-Medicaid-Funded hour worked, ~~two and one half cents (\$0.025)~~ of which may be used for a health and safety benefit. Non-Medicaid- Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective July 1, 2024~~2026~~, the Employer shall contribute the Healthcare Rate or five dollars and ~~twenty~~ ~~two~~-~~fifty~~-seven cents (\$5.5722), whichever is higher, to the Trust for each Non-Medicaid-Funded Hour worked, ~~two and one half cents (\$0.025)~~ of which may be used for a health and safety benefit. Non-Medicaid- Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Contributions required by Section 19.3 shall be paid periodically as required by the Trust.

### **SECTION 19.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. This section shall authorize the premium share payroll deduction required by the Trust for any home care worker. Ongoing costs for deduction of home care worker premiums for health care shall be paid by the Employer. Employees shall pay their employee premium co-share and dependent premium charges (if applicable) via payroll deduction if they so authorize in advance, or directly to the Trust upon arrangement with the Trust.

### **SECTION 19.5 PURPOSE OF THE TRUST**

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

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Tentatively Agreed To:

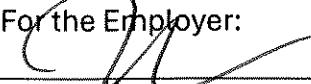
For the Union:



Date:

1/29/26

For the Employer:



Date:

1/29/26

Lois M. K. 1/29/26

## **SECTION 19.6 TRUST AGREEMENT**

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

## **SECTION 19.7 INDEMNIFY AND HOLD HARMLESS**

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

## **ARTICLE 20: PAID TIME-OFF**

### **SECTION 20.1 ACCRUAL**

From July 1, 2025 through June 30, 2027~~76~~, all employees shall accrue one (1) hour of paid time off for every twenty-five~~five~~ three~~five~~ (25~~5~~35) hours actually worked. From July 1, 2026 through June 30, 2027, all employees shall accrue one (1) hour of paid time off for every twenty-two~~four~~ (24~~2~~) hours actually worked. From July 1, 2026 through June 30, 2027, all employees shall accrue one (1) hour of paid time off for every twenty-four (24) hours actually worked. Paid time off will accrue to a maximum of one hundred and twenty twenty~~forty~~ (1230~~24~~20) hours. Once an employee has accrued one hundred and twenty twenty~~forty~~ (1230~~24~~0420) hours no additional paid time off will accrue until the employee has used Paid Time Off or has cashed out PTO hours.

Employees can never accrue more than one hundred and twenty twenty~~forty~~ (1230~~24~~0420) hours at any one time.

Employees shall accrue, but not be able to use, paid leave during their probationary period, except employees may use Paid Time Off after the first ninety (90) days of employment for sick

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Tentatively Agreed To:

For the Union:



Date:

1/29/26

For the Employer:



Date:

1/29/26

*Lia M. King*  
1/29/26

leave per state law.

### **SECTION 20.2 USE OF PAID TIME AND SCHEDULING**

Employees shall be eligible to take paid leave in one-hour increments after their first one hundred eighty (180) days of employment, except that employees may use Paid Time Off after the first ninety (90) days of employment for sick leave, per state law. Employees may use any accrued paid leave for sick leave, or as whole hours of vacation, or for consecutive days of vacation, or any other reason when approved by the supervisor in the supervisor's sole discretion. Employees must submit leave requests for vacation time off in writing at least two (2) weeks prior to the date of vacation requested. In the event that too many employees request paid leave for the same time period, and the Employer cannot ensure safe client coverage, leave approvals shall be granted by seniority within the office to which the employee is primarily assigned. Supervisors shall communicate about whether leave has been approved or disapproved within seven (7) calendar days of the leave request is submitted by an employee.

### **SECTION 20.3 CASH-OUT**

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

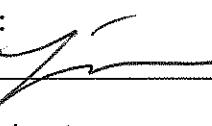
All other employees with at least six (6) months of service may cash out PTO hours at any time with advance written request to the Employer. PTO hours will be cashed out at seventy-five percent (75%) of its cash value. Employees must maintain a minimum of twenty-four (24) PTO hours in their PTO bank and must have a PTO balance of at least thirty-two (32) hours to participate in the buy back. Eight (8) hours is the minimum amount that employees may "cash out." The requested PTO "cash out" will be paid at seventy-five percent (75%) Employee's base rate of pay and will be included in a regularly scheduled paycheck. All applicable taxes and deductions will be made from the payment. This cash out policy does not apply to PTO used for the purpose of benefits eligibility. Employees who cash-out PTO to maintain healthcare eligibility

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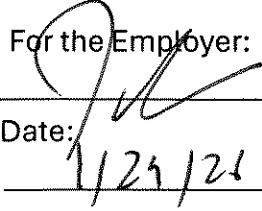
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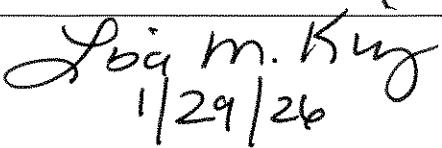
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Log M. King  
1/29/26

shall be paid out at one hundred percent (100%) of its cash value.

#### **SECTION 20.4 UTILIZATION OF SICK LEAVE**

Employees who have accrued paid leave time shall be eligible for paid leave for any period of absence from employment which includes but is not limited to the employee's illness; injury; temporary disability; medical or dental care; or to attend to members of the employee's or the employee's spouse's immediate family or domestic partner or domestic partner's immediate family, where the employee's presence is required because of illness or as otherwise required by the state or federal Family Medical Leave Act or other State law. The Employer may, in its sole discretion, require reasonable proof of illness or disability and/or certification of the necessity of the employee's absence, only after three consecutive shifts have been missed by the employee.

#### **SECTION 20.5 NOTICE AND PROOF OF ILLNESS**

The Employer reserves the right to require reasonable proof of an employee's illness, if the absence from work lasts beyond three (3) consecutive scheduled work days. The Employer also may require a doctor's release in the event that the absence from work exceeds three (3) consecutive scheduled work days. Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. However, employees shall notify their supervisor of illness no less than two (2) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement.

#### **SECTION 20.6 COMBINATION WITH OTHER BENEFITS**

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

#### **SECTION 20.7 PTO HARDSHIP BANK**

During the life of the agreement, the Employer agrees to implement a statewide PTO hardship bank. Each employee will be allowed to donate up to a maximum of forty (40)

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Date:

1/29/26

Log M. Kuy  
1/29/26

hours per year of PTO time, with the donation directed to a hardship leave bank for the benefit of sick/injured employees who have exhausted their accrued PTO.

The Labor-Management Committee shall convene to determine the following:

- Solicitation— whether the Employer shall solicit employees' donations to the bank annually or semi-annually or wait to ask for donations as need arises; and
- Any other eligibility requirements that may not be outlined in this section.

**Purpose:** To provide a short-term relief for employees to 1) ensure the continuation of benefits if they are at risk of losing healthcare and have exhausted other forms of PTO; 2) to ensure a whole paycheck during times of the Employee's or their family member's unexpected short-term illness/injury when the employee is ineligible for other types of paid leave. The intent of the bank is not to supplement an employee's wage for the long-term, nor is it intended for use multiple times per year.

**Bank Hours:** PTO donated to the hardship bank will remain in the applicable banks or, with the Union's approval, will be reverted back to the employees who donated the time. There shall be no cap and no loss of donated PTO hour per year.

**Eligibility:** An employee donating to the hardship bank shall have no less than 20 hours of PTO in their personal PTO bank and cannot donate more than eight (8) hours at a time for a maximum of forty (40) hours per year. An employee who desires to access the hardship bank must exhaust all other benefits before becoming eligible to receive hours from the hardship leave bank.

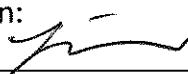
## ARTICLE 21: RETIREMENT

### SECTION 21.1 PARTICIPATING IN A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST

The Employer shall provide a defined contribution retirement benefit through the SEIU 775 Secure Retirement Trust ("Retirement Trust") and shall become and remain a participating employer in the Retirement Trust during the complete life of this Agreement, and any extension. *The Union reserves the right to add to, modify or withdraw this proposal. The Company reserves the right to add to, modify or withdraw any proposals or counter proposals.*

Tentatively Agreed To:

For the Union:



Date:

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For the Employer:



Date:

1/29/26

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thereof.

## **SECTION 21.2 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 21.2.

### **Medicaid-Funded Hours Worked**

~~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 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) eighty cents (\$0.80), to the Retirement Trust 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.~~

~~Effective July 1, 2025<sup>4</sup>, 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~~

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Date:

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1/29/26

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career hours and (iii) fifty cents (\$.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.

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

### **Non-Medicaid-Funded Hours Worked**

Effective July 1, 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 (\$.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 (\$.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

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1/29/26

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~~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, 2025<sup>4</sup>, 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 that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

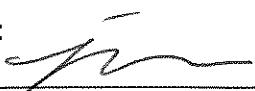
Effective, July 1, 2026, the Employer shall contribute to the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Non Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar 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.

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

Each paid visit-based service shall count as two (2) hours for the purposes of contributions to the Retirement Trust.

~~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.~~

Contributions required by this Section 21.2 shall be paid periodically as required by the Trust.

### **SECTION 21.3 TRUST AGREEMENT**

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

## **ARTICLE 23: WAGES AND PREMIUMS**

### **SECTION 23.1 WAGE SCALE AND WAGE PROGRESSION**

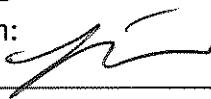
~~Effective July 1, 2023, a~~ All bargaining unit employees shall be placed in the wage scale according to the employee's cumulative career hours (CCH). Cumulative career hours (CCH) are the total hours worked by an employee within a certain, defined job classification. If an employee transfers to ResCare the Employer from a different employer, the employee's CCH must be verifiable. If an employee's CCH is not verifiable, employees will be placed on the wage scale according to their seniority with ResCare the Employer. Bargaining unit employees shall advance to the next step on the wage scale as they reach the hours on that step. No employee shall suffer a reduction in the base rate of pay whose current base rate of pay exceeds that of the scale.

Employees shall be compensated as follows:

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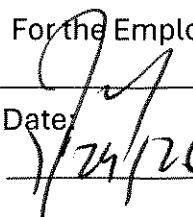
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### **23.1.1 MEDICAID SERVICE WORKERS**

Employees covered by this Agreement shall be compensated according to the wage scale schedule set forth in Appendix A.

### **SECTION 23.2 HOURS OF SERVICE**

Employees shall advance along the wage scale based on hours of service to the Employer. Such hours shall be itemized and labeled on the employee's pay stub at least monthly.

### **SECTION 23.3 RETURNING EMPLOYEES**

Workers previously employed by the Employer who return to employment with the Employer shall be placed on the wage scale at the step which reflects their cumulative career hours (CCH). If CCH is not verifiable, the employee shall be placed on the wage scale at the step which reflects their previous hours of experience with the Employer.

### **SECTION 23.4 WAGE PROGRESSION**

Medicaid service employees and non-Medicaid service employees shall advance to the next higher step on the above wage scale as they reach the seniority hours on that step.

### **SECTION 23.5 SPECIAL CONDITIONS OR LICENSURE CREDIT**

The following wage rate wage rate adjustments apply to the employees compensated according to the provisions of 23.1.1 and Appendix A:

A. Home Care Aides who hold and submit to the Employer a valid Certified Nursing Assistant (CNA) license or a Home Care Aide Certification shall receive a twenty-five (\$.25) cent per hour differential for each hour they are paid.

B. The Employer shall grant additional hours credit and applicable wage scale steps upon satisfactory substantiation of claimed service hours as an Individual Provider home care worker or as a home care worker for another home care agency licensed in the State of Washington or as a certified nursing assistant (CNA/NAC) in a long-term care setting.

C. Any such additional hours-credit shall be proportionate to the number of claimed service hours  
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substantiated by the worker.

#### **SECTION 23.6 CLIENT/SERVICE INACCESSIBLE PAY**

If an employee is unable to provide service to a client because of the client's failure to answer the door, if the client is not home, if the client has canceled services and the employer has failed to notify the employee, or if multiple employees have been assigned to work with the client and the Employer sends one of the employees home, the employee shall notify the Employer by telephone promptly. If the Employer is unable to provide a substitute assignment, the employee shall be paid for the full duration of the shift they lost.

If the Employer is able to provide a substitute assignment, the employee shall be paid for the lost shift at the straight time hourly wage rate for up to two (2) hours lost with show up/no access pay.

If the supervisor determines that a subsequent assignment should be confirmed by the employee before traveling to the client residence, the employee shall be required to telephone the client before attempting service.

Unless weather or other conditions pose a hazard to the health or safety of the employee, the employee shall be required to wait at the client's residence for thirty (30) minutes and to follow ResCare's the Employer's written client contact policies as provided to each employee.

The employee shall be paid for all travel time and travel mileage (excluding errand mileage not served) for which the employee would have been paid had the assignment been performed as scheduled.

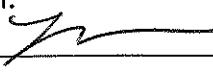
#### **SECTION 23.7 SPECIAL SKILL/EXTRAORDINARY CARE DIFFERENTIAL**

To meet client behavior needs, all hours worked for clients who have behaviors and/or conditions which the Employer determines significantly impact the provision of personal care and/or which necessitate additional effort, special skills or training as defined and authorized by the Employer shall be paid an additional fifty cents (\$.50) per hour. Criteria for the Special Skill/Extraordinary Care Differential shall include, but not be limited to:

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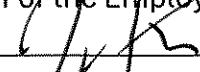
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- Extreme behavioral issues;
- Excessive/difficult travel to clients;
- Extensive personal care needs for a client.

#### **SECTION 23.8 ADVANCED TRAINING DIFFERENTIAL**

Employees who complete the Advanced Training (set forth in the Training Partnership Curriculum), as referenced in Article 24 – Workforce Training, Testing, and Certification, shall receive a differential of seventy-five cents (\$0.75) 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 24 and must have completed their probationary period.

The Employer will honor completed Advanced Training at the time of hire for new employees with verification of completion from the employee or the Training Partnership. 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 23.89 MENTOR DIFFERENTIAL**

An employee who is assigned by the Employer as a mentor, preceptor or trainer of other employees or prospective employees shall be paid an additional one dollar (\$1.00) per hour differential in addition to his/her regular hourly wage rate, and in addition to any other differentials or adjustments, for each hour that he or she works as a mentor, preceptor or trainer.

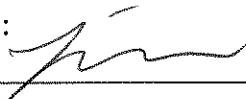
#### **SECTION 23.9 109 NURSE DELEGATION DIFFERENTIAL**

An employee shall receive a differential of sixty cents (\$0.60) per hour for all hours worked for a client for whom the HCA is being delegated a nursing task.

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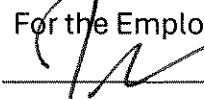
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### **SECTION 23.1010 SUNDAY SUNDAY WEEKEND WEEKEND DIFFERENTIAL**

Employees shall be paid twenty-five cents (\$0.25) per hour differential in addition to their regular hourly wage rate for every hour worked on Saturday and Saturday and Sunday, as calculated from 12:01 a.m. Saturday Sunday Saturday Sunday through 11:59 p.m. Sunday. D-differentials shall be included in any computation for overtime, holidays, or other differentials or premium time.

### **SECTION 23.121 OVERTIME**

Employees required to work in excess of forty (40) hours in one calendar week shall be paid overtime for such additional hours at the rate of one and one-half (1 ½) times their regular hourly rate of pay. Paid leave time or union leave time or any other time that is not actual hours worked shall not be considered time worked for the purposes of this section to calculate overtime obligation.

### **SECTION 23.132 L & I WORKER CONTRIBUTIONS**

Effective July 1, 2007, all employees covered by this Agreement shall no longer be required to contribute to the Employer's worker's compensation or Labor and Industries (L & I) insurance costs. The Employer will assume all costs associated with such insurance premiums.

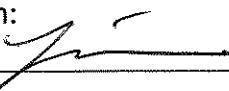
### **SECTION 23.143 APPRENTICESHIP PROGRAM**

Home care aides who have committed to, been accepted into and successfully and fully completed an approved apprenticeship program, including all coursework and any required apprenticeship hours, shall receive a thirty cent (\$0.30) cent per hour differential for each hour they are paid, for purposes of placement on the pay scale in Appendix A. Up to five (5) home care aides per branch may apply for entry into any approved apprenticeship program annually. Any home care aide accepted into an approved apprenticeship program must notify the Employer of their entry into the program and their anticipated date of completion in order to be eligible for receipt of the differential described herein. Employees who fail to provide such notice will not be eligible for the differential until the pay-period following their notification of completion of an approved apprenticeship program.

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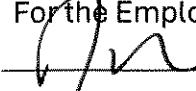
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### **SECTION 23.154 TRAINING PAY**

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

### **SECTION 23.165: 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.

In the event that an employee's personal property is damaged while performing work duties, the employee shall inform the supervisor immediately. The employee shall submit an incident report in writing to their supervisor and Human Resources as soon as possible, but no later than forty-eight (48) hours, providing the following information: location, date, and time the incident occurred which resulted in damage to personal property, how the damage occurred and approximate value of the loss or damage, if known.

### **SECTION 23.175 DIFFERENTIAL STACKING**

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

## **ARTICLE 24: WORKFORCE TRAINING, TESTING AND CERTIFICATION**

### **SECTION 24.1 IN-SERVICE MEETINGS**

The Employer shall conduct training on a quarterly basis. The Parties will explore means by which the in-services or educational meetings can help home care aides reach their Continuing Education credit goals for the year. Employees who are required to submit Employer-provided training regarding ResCare ~~the Employer's~~ policies or other non-DoH or Training Partnership Training, and who complete training at home or during non-work time shall be compensated for

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no less than thirty (30) minutes.

## **SECTION 24.2 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 home care aides. The Employer shall be a participating employer in the SEIU Northwest Training a Partnership ("Partnership") during the complete life of this Agreement, and any extension thereof.

There shall also 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. The benefits shall also be administered by the Training Partnership.

## **SECTION 24.3 CONTRIBUTIONS**

### **24.3.1 TRAINING PARTNERSHIP**

The hourly contribution to the Training Partnership ("Partnership") for training and certification and testing fees shall be no less than the hourly training and certification contribution rate to the Partnership established by 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.

### **24.3.2 MEDICAID-FUNDED HOURS WORKED**

Effective July 1, 2025 the Employer shall contribute the Training Partnership Rate of forty-nine fifty and one half cents (\$0.495505) 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

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

Effective July 1, 20264, the Employer shall contribute the Training Partnership Rate of ~~forty-eight-fifty-one~~ and one-half cents ~~four~~ (\$0.0485515) 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.

#### 24.3.3 NON-MEDICAID-FUNDED HOURS WORKED

Effective July 1, 20232025, the Employer shall contribute the Training Rate or ~~forty-ninefifty~~ and one half cents (\$0.495505) to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid time off, and training hours.

Effective July 1, 20264, the Employer shall contribute the Training Rate of ~~forty-eightfifty-one~~ and one-half cents (\$0.485515) to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid time off, and training hours.

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

*The Union reserves the right to add to, modify or withdraw this proposal. The Company reserves the right to add to, modify or withdraw any proposals or counter proposals.*

Tentatively Agreed To:

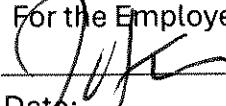
For the Union:



Date:

1/29/26

For the Employer:



Date:

1/29/26

Lia M. Kue  
1/29/26

## **SECTION 24.4 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 24.5 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.

## **ARTICLE XX3: PRODUCTION OF AGREEMENT**

### **SECTION XX3.1 COST OF TRANSLATION**

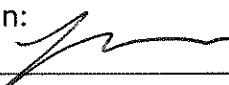
The Employer and the Union support equal employment opportunity and affirmative recruitment to ensure a diverse workforce. The Employer and the Union shall jointly share the costs of producing and printing this Agreement in no less than three (3) and up to ten (10) languages most commonly spoken and read among bargaining unit members as determined by the Union to ensure inclusion and acknowledgement of employees who wish to read the contract in a language other than English, provided that the cost to the Employer shall not exceed threethreefifteen thousand dollars (\$3515,000) during the life of this Agreement. Any costs over and above threethreefifteen thousand dollars (\$3515,000) shall be borne exclusively by the Union.

### **SECTION XX3.2 RELATED MATERIALS**

In addition to the actual text of the Agreement and by mutual agreement of the Parties, the printed copy of the Agreement may contain introductory statements, highlights, or graphics included for the purposes of making the Agreement easier to understand and in *The Union reserves the right to add to, modify or withdraw this proposal. The Company reserves the right to add to, modify or withdraw any proposals or counter proposals.*

*Tentatively Agreed To:*

For the Union:



Date:

1/29/26

*For the Employer:*

Date:

1/29/26

*Lisa M. Knob*  
1/29/26

SEIU 775 – All Ways Caring – Washington  
2025-2027 CBA  
Company's Economic Proposal – Presented as a Package – January 29, 2026

order to provide the information most important to home care workers (such as their wage scales, benefits, and rights) in an easily-accessible, user-friendly format.

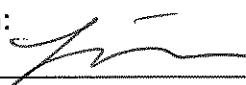
**SECTION XX3.3 DISPUTES REGARDING THIS AGREEMENT**

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

*The Union reserves the right to add to, modify or withdraw this proposal. The Company reserves the right to add to, modify or withdraw any proposals or counter proposals.*

Tentatively Agreed To:

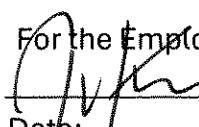
For the Union:



Date:

1/29/26

For the Employer:



Date:

1/29/26

Lori M. King  
1/29/26

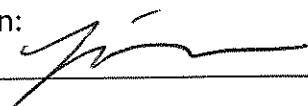
**APPENDIX A: WAGE SCALES**The Employer rejects the wage chart below, but is open to further discussion.

Cumulative Career Hours	1-Jul-25		1-Jan-26		1-Jul-26		1-Jan-27	
	Base Rate	HCA Rate						
0-2000	\$ 22.52	\$ 23.02	\$ 23.12	\$ 23.62	\$ 23.72	\$ 24.22	\$ 24.32	\$ 24.82
2001-4000	\$ 22.70	\$ 23.20	\$ 23.30	\$ 23.80	\$ 23.90	\$ 24.40	\$ 24.50	\$ 25.00
4001-6000	\$ 22.87	\$ 23.37	\$ 23.47	\$ 23.97	\$ 24.07	\$ 24.57	\$ 24.67	\$ 25.17
6001-8000	\$ 23.08	\$ 23.58	\$ 23.68	\$ 24.18	\$ 24.28	\$ 24.78	\$ 24.88	\$ 25.38
8001-10,000	\$ 23.30	\$ 23.80	\$ 23.90	\$ 24.40	\$ 24.50	\$ 25.00	\$ 25.10	\$ 25.60
10,001-12,000	\$ 23.60	\$ 24.10	\$ 24.20	\$ 24.70	\$ 24.80	\$ 25.30	\$ 25.40	\$ 25.90
12,001-14,000	\$ 23.92	\$ 24.42	\$ 24.52	\$ 25.02	\$ 25.12	\$ 25.62	\$ 25.72	\$ 26.22
14,001-16,000	\$ 24.69	\$ 25.19	\$ 25.29	\$ 25.79	\$ 25.89	\$ 26.39	\$ 26.49	\$ 26.99
16,001-20,000	\$ 24.97	\$ 25.47	\$ 25.57	\$ 26.07	\$ 26.17	\$ 26.67	\$ 26.77	\$ 27.27
20,001-24,000	\$ 25.31	\$ 25.81	\$ 25.91	\$ 26.41	\$ 26.51	\$ 27.01	\$ 27.11	\$ 27.61
24,001-40,000	\$ 25.57	\$ 26.07	\$ 26.17	\$ 26.67	\$ 26.77	\$ 27.27	\$ 27.37	\$ 27.87
40,001+	\$ 26.09	\$ 26.59	\$ 26.69	\$ 27.19	\$ 27.29	\$ 27.79	\$ 27.89	\$ 28.39

*The Union reserves the right to add to, modify or withdraw this proposal. The Company reserves the right to add to, modify or withdraw any proposals or counter proposals.*

Tentatively Agreed To:

For the Union:



Date:

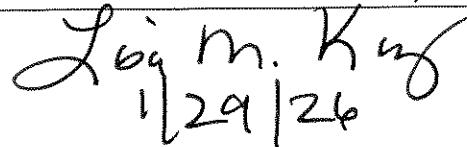
1/29/26

For the Employer:



Date:

1/29/26



1/29/26

## SEIU 775 – All Ways Caring – Washington

2025-2027 CBA

Company's Economic Proposal – Presented as a Package – January 29, 2026

Cumulative Career Hours	Jul 1 - 2025		Jan 1 - 2026		July 1 - 2026		Jan 1 - 2027	
	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate
0-2000	22.52	23.02	22.68	23.18	23.64	24.14	23.83	24.33
2001-4000	22.7	23.2	22.86	23.36	23.83	24.33	24.02	24.52
4001-6000	22.87	23.37	23.03	23.53	24.01	24.51	24.2	24.7
6001-8000	23.08	23.58	23.25	23.75	24.23	24.73	24.42	24.92
8001-10,000	23.3	23.8	23.47	23.97	24.46	24.96	24.66	25.16
10,001-12,000	23.6	24.1	23.77	24.27	24.78	25.28	24.98	25.48
12,001-14,000	23.92	24.42	24.09	24.59	25.11	25.61	25.31	25.81
14,001-16,000	24.69	25.19	24.86	25.36	25.91	26.41	26.11	26.61
16,001-20,000	24.97	25.47	25.14	25.64	26.2	26.7	26.41	26.91
20,001-24,000	25.31	25.81	25.49	25.99	26.57	27.07	26.78	27.28
24,001-40,000	25.57	26.07	25.75	26.25	26.84	27.34	27.05	27.55
40,001+	26.09	26.59	26.27	26.77	27.38	27.88	27.59	28.09

Cumulative Career Hours	Jul 1 - 2025		Jan 1 - 2026		July 1 - 2026		Jan 1 - 2027	
	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate
0-2000	22.52	22.77	22.63	22.88	23.57	23.82	23.71	23.9
2001-4000	22.70	23.95	22.81	23.06	23.76	24.01	23.90	24.1
4001-6000	22.87	23.12	22.98	23.23	23.94	24.19	24.08	24.3
6001-8000	23.08	23.33	23.20	23.45	24.16	24.41	24.30	24.5
8001-10,000	23.30	23.55	23.42	23.67	24.39	24.64	24.54	24.7
10,001-12,000	23.60	23.85	23.72	23.97	24.71	24.96	24.86	25.1
12,001-14,000	23.92	24.17	24.04	24.29	25.04	25.29	25.19	25.4
14,001-16,000	24.69	24.94	24.81	25.06	25.84	26.09	25.99	26.2
16,001-20,000	24.97	25.22	25.09	25.34	26.13	26.38	26.29	26.5
20,001-24,000	25.31	25.56	25.44	25.69	26.50	26.75	26.66	26.9
24,001-40,000	25.57	25.82	25.70	25.95	26.77	27.02	26.93	27.1
40,001+	26.09	26.34	26.22	26.47	27.31	27.56	27.47	27.7

\*0.03 over IP rates starting July 1 - 2026.

\*0.25 HCA Certification Differential

The Union reserves the right to add to, modify or withdraw this proposal. The Company reserves the right to add to, modify or withdraw any proposals or counter proposals.

Tentatively Agreed To:

For the Union:



Date:

1/29/26

For the Employer:



Date:

1/29/26

Log M. Kuz  
1/29/26

## SEIU 775 – All Ways Caring – Washington

2025-2027 CBA

Company's Economic Proposal – Presented as a Package – January 29, 2026

Cumulative Career Hours	Jul 1 - 2025		Jan 1 - 2026		July 1 - 2026		Jan 1 - 2027	
	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate
0-2000	22.52	22.77	22.63	22.88	23.56	23.81	23.70	23.95
2001-4000	22.70	22.95	22.81	23.06	23.75	24.00	23.89	24.14
4001-6000	22.87	23.12	22.98	23.23	23.93	24.18	24.07	24.32
6001-8000	23.08	23.33	23.20	23.45	24.15	24.40	24.29	24.54
8001-10,000	23.30	23.55	23.42	23.67	24.38	24.63	24.53	24.78
10,001-12,000	23.60	23.85	23.72	23.97	24.70	24.95	24.85	25.10
12,001-14,000	23.92	24.17	24.04	24.29	25.03	25.28	25.18	25.43
14,001-16,000	24.69	24.94	24.81	25.06	25.83	26.08	25.98	26.23
16,001-20,000	24.97	25.22	25.09	25.34	26.12	26.37	26.28	26.53
20,001-24,000	25.31	25.56	25.44	25.69	26.49	26.74	26.65	26.90
24,001-40,000	25.57	25.82	25.70	25.95	26.76	27.01	26.92	27.17
40,001+	26.09	26.34	26.22	26.47	27.30	27.55	27.46	27.71

Note: Union Proposal is IP Rates + 0.03 effective July 1<sup>st</sup>, 2026. [COMPANY REJECTS THE UNION'S WAGE PROPOSAL COMPANY WILL MAKE A SEPARATE WAGE PROPOSAL AS PART OF THIS PACKAGE PROPOSAL]  
Note: Union Proposal is IP Rates + \$0.02 effective July 1<sup>st</sup>, 2026. [COMPANY REJECTS THE UNION'S WAGE PROPOSAL AND WILL MAKE A SEPARATE WAGE PROPOSAL AS PART OF THIS PACKAGE PROPOSAL]

Note: The HCA Rate includes a \$0.25 ~~5025~~ differential that applies to caregivers who completed Basic Training 70 and who are HCA Certified.

### MEMORANDUM OF UNDERSTANDING BETWEEN SEIU 775 AND ALL WAYS CARING

#### VENDOR/LABOR RATE CONTINGENCY AND REOPENER PROVISION

*The Union reserves the right to add to, modify or withdraw this proposal. The Company reserves the right to add to, modify or withdraw any proposals or counter proposals.*

Tentatively Agreed To:

For the Union:



Date:

1/29/26

For the Employer:

Date:

1/29/26

*Lori M. Knob*  
 1/29/26

SEIU 775 – All Ways Caring – Washington

2025-2027 CBA

Company's Economic Proposal – Presented as a Package – January 29, 2026

The wage and benefit provisions outlined in Articles 18 (Travel Provisions), 19 (Comprehensive Health and Welfare Benefits), 20 (Paid Time Off), 21 (Retirement), 23 (Wages and Premiums), 24 (Workforce Training, Testing, and Certification), and Appendix A of the 2025–2027 Collective Bargaining Agreement between SEIU 775 (the Union) and All Ways Caring (the Employer) are contingent upon the Washington State Legislature funding a vendorlabor rate of at least \$42,923.88 in Fiscal Year 2026 and \$45,243.90 in Fiscal Year 2027.

If the Legislature funds a vendorlabor rate that is lower than the amounts listed above but higher than the current labor rate, the Union and the Employer shall may, upon written notice by the Employer, meet to negotiate a Memorandum of Understanding (MOU) to modify the provisions of Articles 18, 19, 20, 21, 23, 24, and Appendix A in accordance with the funded rate.

If the Employer intends to initiate such negotiations, it must provide written notice to the Union no later than fourteen (14) calendar days following the publication of the final HCS Management Bulletin ~~March 1 of~~ in the calendar year in which it seeks to bargain.

*The Union reserves the right to add to, modify or withdraw this proposal. The Company reserves the right to add to, modify or withdraw any proposals or counter proposals.*

Tentatively Agreed To:

For the Union:



Date:

1/29/26

For the Employer:



Date:

1/29/26

*Lbg M. K*  
*1/29/26*

SEIU 775 - All Ways Caring - Washington 2025-2027 CBA All Ways Caring Wage Proposal January 29, 2026									
		1-Aug-25	Actual	Proposed FY 2026		Proposed FY 2027			
	Cumulative			1.1.26 to	6.30.26	7.1.26 to	12.31.26	1.1.27 to	6.30.27
	Career Hours	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate	Base Rate	HCA Rate
1	0-2000	\$22.52	\$22.77	\$22.63	\$22.88	\$23.54	\$23.79	\$23.68	\$23.93
2	2001 - 4000	\$22.70	\$22.95	\$22.81	\$23.06	\$23.73	\$23.98	\$23.87	\$24.12
3	4001 - 6000	\$22.87	\$23.12	\$22.98	\$23.23	\$23.91	\$24.16	\$24.05	\$24.30
4	6001 - 8000	\$23.08	\$23.33	\$23.20	\$23.45	\$24.13	\$24.38	\$24.27	\$24.52
5	8001 - 10000	\$23.30	\$23.55	\$23.42	\$23.67	\$24.36	\$24.61	\$24.51	\$24.76
6	10001 - 12000	\$23.60	\$23.85	\$23.72	\$23.97	\$24.68	\$24.93	\$24.83	\$25.08
7	12001 - 14000	\$23.92	\$24.17	\$24.04	\$24.29	\$25.01	\$25.26	\$25.16	\$25.41
8	14001 - 16000	\$24.69	\$24.94	\$24.81	\$25.06	\$25.81	\$26.06	\$25.96	\$26.21
9	16001 - 20000	\$24.97	\$25.22	\$25.09	\$25.34	\$26.10	\$26.35	\$26.26	\$26.51
10	20001 - 24000	\$25.31	\$25.56	\$25.44	\$25.69	\$26.47	\$26.72	\$26.63	\$26.88
11	24001 - 40000	\$25.57	\$25.82	\$25.70	\$25.95	\$26.74	\$26.99	\$26.90	\$27.15
12	40,001+	NA	NA	NA	NA	\$27.28	\$27.53	\$27.44	\$27.69

Jim  
TJ Hickman  
1/29/20

90K  
1/29/26  
Lisa M. King  
1/29/26

## ARTICLE 32: TERM OF AGREEMENT

Terms and conditions of the Agreement shall become effective July 1, 20232025, unless otherwise specified in the Agreement and shall remain in full force and effect through June 30, 20275.

No later than two (2) weeks following the legislative approval of the 20253-20275 pattern home care Agreement between the State of Washington and SEIU, the Union will advise the Employer of anticipated changes in economics driven by the parity law and other economic factors. The Parties shall confer and agree upon changes to this Agreement no later than June 30, 20232027.

In the event that the State reduces or increases the established vendor rate or reimbursement calculation for contracted services provided by the Employer and/or there is any other increase or reduction in the level of reimbursement established at the time of the signing of this Agreement, the parties agree to immediately reopen this Agreement for negotiations on all economically impacted sections.

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

Tentatively Agreed To:

For the Union:

Date:

1/29/26

For the Employer:

Date:

1/29/26

*Lia M. Knz*  
1/29/26

## ARTICLE XX: IMMIGRATION-RELATED EMPLOYMENT PRACTICES

### SECTION X.1 ICE/DHS ACCESS TO THE WORKPLACE

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

### SECTION X.1 IMMIGRATION ENFORCEMENT NOTICE/ICE/DHS ACCESS TO THE WORKPLACE

~~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 officials, including the Department of Homeland Security (DHS) and Immigration and Customs Enforcement (ICE), such as an I-9 audit, raid or detention, affecting bargaining unit members.~~

~~The Employer shall, and to the extent not prohibited by law, notify the Union of any immigration related enforcement action by law enforcement or immigration officials, including the Department of Homeland Security (DHS) and Immigration and Customs Enforcement (ICE), such as an I-9 audit, raid or detention, affecting bargaining unit members, as soon as practicable after the conclusion of such action.~~

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

Tentatively Agreed To:

For the Union:



Date:

2/5/2026

For the Employer:



Date:

2/5/2026

## **SECTION X.212 ICE I-9 INSPECTIONS AND AUDITS**

In the context of a Department of Homeland Security, Bureau of Immigration and Customs Enforcement (ICE) Form I-9 inspection or audit, the Employer shall permit inspection of Form I-9s only after a minimum of three days written notice by ICE or the DHS or subpoena where the employee is specifically named and where the production of the I-9 Form is required, unless Employer is legally required to produce Form I-9s sooner; the Employer shall provide no documents, or other information about bargaining unit members, except Form I-9s, in this context, unless required by a subpoena or otherwise required by law. The Form I-9 inspection may not occur in a location where the DHS or other immigration officials may likely interact with bargaining unit employees, unless otherwise required by law.

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 will not duplicate by photocopy, electronically or any other method, the documents provided by the employee in connection with the I-9 forms.

## **SECTION X.3 WORK AUTHORIZATION AND REVERIFICATION**

The Employer shall not impose work authorization verification or reverification requirements greater than those required by law.

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 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).

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

*Tentatively Agreed To:*

For the Union:



Date:

2/5/2026

For the Employer:



Date:

2/5/2026

- ~~A worker going through the verification or reverification process shall be entitled to be 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 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 X.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 Union with a copy of the letter.~~

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

#### **~~SECTION X.5 CHANGE IN NAME OR SOCIAL SECURITY NUMBER~~**

~~Except as prohibited by law, when an employee presents evidence of a change in name, social security number, or updated work authorization documents, the Employer shall modify its~~

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

Tentatively Agreed To:

For the Union:



Date:

2/5/2026

For the Employer:



Date:

2/5/2026

SEIU 775 – AWC  
2025-2027 Complete CBA  
Company Counter Proposal – February 4, 2026

~~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 X.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 is required by law, or the Employer is already participating in E-Verify, the Employer shall:~~

- ~~a. Provide the Union a copy of its E-Verify or other Memorandum of Agreement with the relevant government agency;~~
- ~~b. Not use E-Verify except for new hires, 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);~~
- ~~c. Not misuse E-Verify, including but not limited to verifying employment status before making an offer of employment and before hire; and~~
- ~~d. Provide copies of "tentative non-confirmation" notices, and any other relevant information, to affected employees.~~

**SECTION X.7 WORK AUTHORIZATION ISSUES**

~~The Employer shall provide to the bargaining unit member 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 Company reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:



Date:

2/5/2026

For the Employer:



Date:

2/5/2026

- ~~c. the employee's right to have a union representative present during the verification or reverification process and;~~
- ~~d. 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 24 months from the date of termination.~~

#### **SECTION X.328 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 required, the Employer shall review and determine each request on a case-by-case basis.

~~If an extended leave of absence is necessary, the Employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within 24 months of commencement of an extended absence. The Employer may require documentation of appearance at such proceedings.~~

#### **SECTION X.439 MANAGEMENT TRAINING**

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

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

Tentatively Agreed To:

For the Union:



Date:

2/5/2026

For the Employer:



Date:

2/5/2026

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

Article 1. Recognition  
Article 4. Equal Opportunity and Non-Discrimination  
Article 5. Client Rights  
Article 7. Seniority  
Article 8. Layoff & Recall  
Article 10. Grievance Procedure  
Article 11. Vacancies and Assignment of Hours  
Article 12. Labor-Management Committee  
Article 14. Pay Records and Pay Periods  
Article 15. Job Descriptions and Care Plans and Communication  
Article 17. Holidays  
Article 25. Family Leave Medical, Prescription Drug, Dental  
Article 26. Electronic Visit Verification  
Article 27. Management Rights  
Article 28. No Strike or Lockout  
Article 29. Modification and Past Practice  
Article 30. Severability  
Article 31. Successorship

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

Tentatively Agreed To:

For the Union:

Date:

1/29/26

For the Employer:

Date:

1/29/26

Lia M. K  
1/29/26