

(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 2.1 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: 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 paycheck following receipt of written authorization ~~directly from an employee or receipt of a deduction update from the Union,~~ and periodically thereafter as specified on the written authorization, so long as such authorization is in effect. ~~The Employer shall~~ remit the same to the local Union within five (5) days after the end of each pay period by Automated Clearinghouse (ACH) Payment. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement. ~~and thirty (30) days before the effective date of any change.~~ The Union reserves the right to enforce the terms and conditions of each employee's signed membership card with regard to when authorizations for deductions may be revoked. The Employer shall honor the terms and conditions of each employee's signed membership card.

SECTION 2.4: POLITICAL ACCOUNTABILITY FUND (COPE)

- The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily 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 to cease deductions once the member has satisfied its obligation of 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

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<i>Tentatively Agreed To:</i> For the Union: <u>[Signature]</u> Date: <u>10-9-25</u>	For the Employer: <u>[Signature]</u> Date: <u>10/9/2025</u>
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identified as COPE deductions, at the same time as the monthly 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 assignment of wages for the payment of Political Accountability Fund (COPE) contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for, or on account of, any deduction made from wages of an employee.

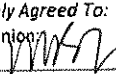

SECTION 2.5: VOLUNTARY DEDUCTIONS

- 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 to cease deductions once the member has satisfied its obligation of terms of the authorization to end Voluntary 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 monthly remittance of dues by Automated Clearing House (ACH) payment

SECTION 2.6: ELECTRONIC SIGNATURE

- The parties acknowledge and agree that, consistent with the Electronic Signatures in Global and National Commerce Act (Pub. L. 106-229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96) the terms "authorize," "authorized," "authorization form" and "written authorization," as used in this Agreement, include without limitation authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union understands the Employer may require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deductions. In addition to electronic scanned copies of paper authorizations from the Union, the Employer shall accept copies of electronic signatures and digital files containing voice authorizations and

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Date: <u>10-9-25</u>	Date: <u>10/9/2025</u>

give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

SECTION 2.7: BARGAINING UNIT INFORMATION AND REPORTING

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and home address on file with the Employer. The Employer shall provide a roster of all bargaining unit employees to the Union within 10 calendar days after the end of each pay period, in a secure manner. This information shall be transmitted securely in a mutually agreeable format.

The roster shall include the following information:

each employee's:

Preferred first name (preferred by employee)

First Name

Preferred last name

Last name

social security number:

Employee ID

Gender

Preferred Pronouns

preferred language (the Employer will start providing information on preferred language by June or will inform the Union if it takes longer)

address type (mailing or physical)

address 1.

address 2.

city

state.

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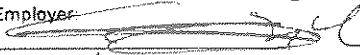
For the Union:



Date:

12-9-25

For the Employer:



Date:

10/9/2025

SEIU 775 – Chesterfield
2025 - 2027 – Complete CBA
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- ___ zip code;
- ___ phone number;
- ___ cell phone number (all phone numbers shall conform to the (xxx) xxx-xxxx format);
- ___ personal email address;
- ___ office or unit where the employee is assigned;
- ___ job classification(s);
- ___ wage;
- ___ cumulative lifetime hours worked used for wage step determination (CCH balance – rolling total should include the hours worked on each row);
- ___ live-in provider (y/n);
- ___ pay period start date;
- ___ pay period end date;
- ___ pay period hours;
- ___ gross pay amount and
- ___ rate of any special differential pay;
- ___ overtime hours;
- ___ PTO balance;
- ___ PTO hours paid;
- ___ mileage amount paid;
- ___ date of hire or most recent rehire (if applicable);
- ___ date of birth;
- ___ amount paid in dues;
- ___ dues percentage;
- ___ amount paid in COPE (if applicable);

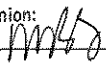
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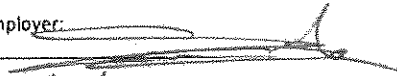
For the Union:



Date:

10-9-25

For the Employer:



Date:

10/9/2025

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_____ amount paid in any other voluntary deductions(s) (if applicable):

_____ date of termination.

_____ last or most recent rehire date.

- All information provided by the Employer under this section shall be transmitted to the Union in a common, commercially available electronic format ~~(to be determined)~~ specified by the Union. The sum of the individual Union dues amounts in the Roster shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union. The Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or other reason.
- If the Dues Report and the Employee Roster are submitted as separate reports, both reports must have a corresponding record, cover the same time period, and must contain the following identical information:

1. Employee number
2. Preferred First name
- ~~2.3. First name~~
3. Middle name
4. Preferred Last name
- ~~4.5. Last name~~
- ~~5. Social Security Number~~

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

SECTION 2.8: MEMBERSHIP FORMS

- The Employer agrees to distribute membership forms for the Union with the basic employment paperwork required by the Employer. All Union membership forms completed by an employee and returned to the Employer will be ~~transmitted~~ forwarded

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For the Union: _____	For the Employer: _____
Date: 10-9-25	Date: 10/9/2025

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ARTICLE 3: UNION RIGHTS

SECTION 3.1: ADVOCATE

For purposes of representation and mutual administration of the contract, the Union will designate advocates from among its members employed by the Employer. The advocate SEIU 775/Chesterfield Services 2021-2023 11 position is the worker representative position responsible for handling grievances and disciplinary issues with the Employer. The Union will notify the Employer when an advocate has been designated.

SECTION 3.2: ADVOCATE RECOGNITION

The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in contract enforcement. These activities are defined as time spent in grievance investigation, the labor management committee, safety, no harassment and no discrimination

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Tentatively Agreed To:

For the Union:



Date:

3-18-26

For the Employer:



Date:

3/18/2026

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Committee, "Union time" presentations, negotiations or meetings, and inservices as mutually agreed upon by the Union and the Employer. Advocates shall have the obligation to inform their supervisors when they will be utilizing advocate time, and shall follow all usual scheduling procedures to ensure client care coverage.

SECTION 3.3: BULLETIN BOARDS

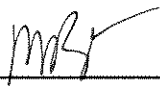
The Employer will provide a bulletin board and place the board in an area easily accessible to employees in each of the Employer's branch offices for union postings. The Union will provide a copy of all posted materials to the Human Resources Department at the time of posting. All postings will be signed by a Union worksite leader or Union staff person.

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

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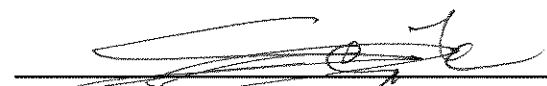
For the Union:



Date:

3-18-26

For the Employer:



Date:

3/18/2026

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appropriate place on the Employer’s website to display the link and/or agree to include it in the new employee orientation packet.

SECTION 3.4: NEW EMPLOYEE ORIENTATIONS, IN-SERVICE TRAININGS AND CONTINUING

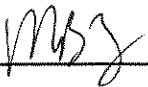
EDUCATION An integral part of each employee’s tenure with the Employer is an understanding of this Agreement and the role of the Union in the employment setting. As such, representatives designated by the Union shall be permitted to attend the Employer’s new employee orientations during regular working hours.

Continuing caregivers will be scheduled to attend one fifteen (15) minute “Union time” presentation each calendar year that is connected with a Continuing Education Class, such time shall be paid. An employee must present satisfactory proof of attendance to be paid for any “Union time” presentation.

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Tentatively Agreed To:


For the Union:

_____ 

Date:

_____ 3-18-25

For the Employer:

_____ 

Date:

_____ 3/18/2025

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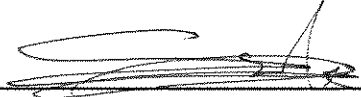
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SECTION 3.5: ACCESS TO EMPLOYER’S OFFICES

The Employer agrees to admit to its offices the authorized worker representative of the Union for the purposes of adjusting grievances and conducting other Union business.

SECTION 3.6: ACCESS TO EMPLOYEE’S PERSONNEL FILES

The employee or his/her worker representative shall have the right to examine the employee’s personnel file. If the employee is not present, the employee shall provide written authorization to enable the worker representative to examine the file in the absence of the employee. 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 9. This section does not apply to information requested by the Union. The Union may, *The Union reserves the right to add to, modify or withdraw this proposal.*

<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
	
_____	_____
Date:	Date:
3-18-20	3/18/2026
_____	_____

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during normal business hours, examine time sheets, work production or other records that pertain to an employee's compensation and/or fringe benefits, in case of a dispute as to contributions and/ or pay. The Union shall not exercise this right so as to be disruptive of the Employer's business, but to fulfill its duty of representation as indicated in the National Labor Relations Act.

SECTION 3.7: MEETING ROOMS

The Union may use meeting rooms of the Employer in its offices for meetings of the unit, provided sufficient advance request for meeting facilities is made to the designated administrator and if the and space is available.

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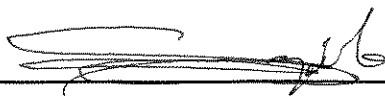
For the Union:

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Date:

_____ 3-18-24

For the Employer:

_____ 

Date:

_____ 3/18/2024

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2023-2025 – Complete CBA
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SECTION 3.8: WEBSITES

3.8.1 EMPLOYER WEBSITE

Websites maintained by the Employer that bargaining unit members might reasonably access to seek employment related information shall contain a link to the Union’s website when or if this is possible.

3.8.2 PAYROLL WEBSITE

The Employer shall display a link to the Union website on the opening webpage of the online payroll website when or if this is possible.

SECTION 3.9 UNION LEAVE

Hours worked by an employee who has been employed for at least three (3) years, 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, and who has SEIU

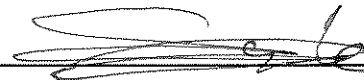
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Tentatively Agreed To:

For the Union:



For the Employer:



Date:

3-18-26

Date:

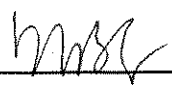
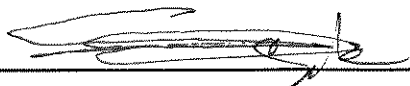
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775/Chesterfield Services 2021-2023 13 been employed for at least three (3) years shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. The Employer will provide the Union representative or Union advocate at least forty-eight (48) hours' notice of all new employee orientations if possible so that the Union may make its presentation in person or by phone. New employees and Advocates will be paid during these times. In the event the employer's new employee orientation is to be cancelled, postponed or delayed, the employer shall notify the Union as soon as possible. In some cases, various circumstances, such as scheduling conflicts, rural locations, emergent client needs, or unanticipated matters require new employee orientations to occur as needed and may be scheduled without notice. In these exceptional circumstances the Employer will, as they occur, provide the Union notice of new employees, which includes the employee's name, mailing address, home and cell phone numbers, and email address (if provided by the employee), in a secured manner. The Union shall have the right to include information in the Employer's new employee orientation materials. The Union will provide adequate copies of all documents it wants to be so included. Additionally, new caregivers will be scheduled to attend one-thirty (30) minute "union time" presentation during the required basic training of home care workers,

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<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
	
Date:	Date:
<u>3-18-24</u>	<u>3/18/2024</u>

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2023-2025 – Complete CBA
Union Proposal – 12-04-25

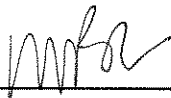
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such time shall be paid.

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Tentatively Agreed To:

For the Union:



For the Employer:



Date:

3-18-25

Date:

3/18/2026

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ARTICLE 4: EQUAL OPPORTUNITY AND NO DISCRIMINATION

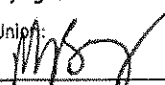
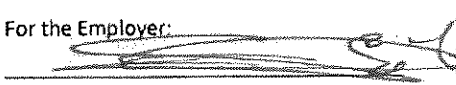
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The parties agree to work jointly to establish, through the application of this agreement, positive and progressive Affirmative Action in order to redress the effects of possible past discrimination, eliminate any possible present discrimination, to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

The Employer agrees that qualified applicants for employment will be considered without regard to race, ethnicity, color, physical and/or mental disability (except as exempted by a bona fide occupational qualification), medical condition, marital status, pregnancy or parental status, national or tribal origin, ancestry, gender, sexual orientation or perceived sexual orientation, gender identity or perceived gender identity, age, religion, creed, citizenship or immigration status, veteran status, active service in the Armed Forces of the United States, lawful political beliefs or actions, union membership or activities, or other characteristics or considerations made unlawful by federal, state, or local law or by government agency regulations.

The Employer further agree that they shall not discriminate in terms or conditions of employment on the basis of the aforementioned characteristics (except for bona fide occupational qualifications or client preference). The Employer and the Union also commit to 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 ~~develop a way to produce the parties' collective bargaining agreement in multiple no less than three (3) and up to ten (10) languages most commonly spoken and read among bargaining unit members as determined by the Union to ensure inclusion and acknowledgement of employees who wish to read the contract in a different language other than English;~~ this topic can be a subject for discussion at the Labor Management Committee, provided that the cost to the Employer shall not exceed ten thousand dollars (\$10,000) during

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<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: <u>10/9/2025</u>	Date: <u>10/9/2025</u>

SEIU 775 – Chesterfield

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Union Proposal V01 – 10/8/2025

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~~the life of this Agreement. Any costs over and above ten thousand dollars (\$10,000) shall be borne exclusively by the Union.~~

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

4.1 Privacy Rights and Immigrant Safety

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

~~To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any D.H.S. (Department of Homeland Security) or ICE (Immigration and Customs Enforcement) agent contacts the Employer to enable a Union representative or attorney to take steps to protect the rights of workers. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the D.H.S. or ICE, or when an SSA audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying workers with documentation or social security problems.~~

~~To the extent permitted by law, the Employer shall not infringe the privacy rights of workers, without their express consent, by revealing to the D.H.S. or ICE any worker name, address, or other similar information. To the extent permitted by law, the Employer shall notify the affected worker and the Union in the event it furnished such information to the D.H.S. or ICE.~~

~~To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any worker who requests such leave in advance because of court or agency proceedings.~~

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Tentatively Agreed To:

For the Union:

For the Employer:

Date:

10/9/2025

Date:

10/9/2025

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relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements.

To the extent permitted by law, workers shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number. Workers who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this section shall restrict the Employer's right to terminate a worker who falsifies other types of records or documents.

4.1.1 ICE/DHS access to 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.



4.1.2 Inspections and Audits

The Employer shall permit inspection of Form I-9s only after a minimum of three days written notice by the DHS or subpoena where the employee is specifically named and where the

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For the Union:	For the Employer:
	
Date:	Date:
10/9/2025	10/9/2025

production of the I-9 Form is required; the Employer shall provide no documents or other information about bargaining unit members, except Form I-9s unless required by a subpoena. The inspection may not occur in a location where the DHS or other immigration officials may likely interact with bargaining unit employees.

4.1.3 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).
- 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

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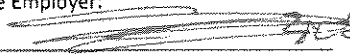
For the Union:



Date:

10/9/2025

For the Employer:



Date:

10/9/2025

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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.

4.1.4 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.

4.1.5 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 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.

4.1.6 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);

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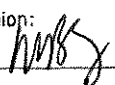



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- c. Not misuse E-Verify, including but not limited to verifying employment status before making an offer of employment and before hire; and
- d. Provide copies of "tentative non-confirmation" notices, and any other relevant information, to affected employees.

4.1.7 Work authorizations 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;
- 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 MoU.

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.

4.1.8 Immigration-Related Leave

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

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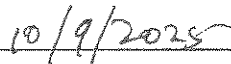
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If an extended leave of absence is necessary, the Employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within 24 months of commencement of an extended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

4.1.9 Management Training

The employer shall train all current managers and supervisors on the requirements of this section and thereafter within 1 month of hiring any new manager or supervisor.

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Date: _____ <i>10/9/2025</i>	Date: _____ <i>10/9/2025</i>

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ARTICLE 10: VACANCIES

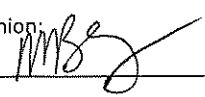

SECTION 10.1: OPEN POSITIONS

In order to ensure that all interested employees are advised of employment opportunities, notice of job vacancies for regular full or part time positions will be sent to the Union, and job announcements will be posted on designated bulletin boards in the office. In addition, information about all job vacancies will be available to employees by calling the office and in pay envelopes. All regular full or part-time vacancies will be posted and filled in accordance with this Agreement. Postings will include position requirements, minimum qualifications, substitute and preferred qualifications (if any) and base rate of pay. If the Employer implements an online job-posting bulletin board, vacancies will be filled in accordance with this Agreement.

SECTION 10.2: NOTIFICATION OF AVAILABLE HOURS

An employee seeking to work additional hours will notify their supervisor(s) of a desire to work additional hours, and schedule availability. Employees who are seeking to qualify for healthcare coverage shall indicate that they are seeking additional hours in order to qualify for health care coverage. It is the responsibility of the employee to notify their immediate supervisor when their availability changes. The Employer will publish information, by office, regarding available hours via designated bulletin boards and other means which will assist employees in obtaining more hours. The means used to notify employees of available hours may also be referred to the appropriate Labor Management Committee for development following the ratification of this Agreement. The principle of client choice shall be the determinative factor for assignment of worker(s). All other factors and qualifications being equal, the Employer shall offer additional hours first to those workers seeking enough hours to qualify for healthcare coverage and thereafter the Employer shall use seniority as the factor in assigning additional hours, up to a maximum of forty hours per week.

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

SECTION 10.3: RIGHT TO REPLACEMENT HOURS

When an Employee's client assignment is reduced involuntarily, through no fault of their own, the Employer shall attempt in good faith to assign replacement client hours before assigning additional, available hours to other employees who may be seeking to increase their client schedule.

SECTION 10.4: JOB DESCRIPTIONS

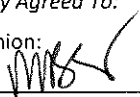

Each Labor Management Committee shall review, change, and/or develop new job descriptions for the classifications covered by this Agreement. Job descriptions shall be reviewed by management annually. Each Labor Management Committee shall meet to review and adopt proposed changes when necessary.

Section 10.4: Management Training

The Employer agrees to conduct an annual training with supervisory and administrative staff on the requirements in this article. Each Labor Management Committee shall meet to review and discuss challenges and opportunities to increase the effectiveness of communication between the Employer and Employees.

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ARTICLE 12: HEALTH AND SAFETY


SECTION 12.1: RIGHT TO SAFE WORKING CONDITIONS

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employees shall be required to work in any situation that would threaten or endanger their health or safety and the Employer shall notify employees of any health or safety risks prior to a client assignment and employees have the right to decline working for a client who lives in a situation which could threaten their health and safety. Such situations include: bodily harm to the employee; threatening behavior of the client or others in their home to the employee; sexual harassment of the employee by the client or by persons in the household, clients with symptoms or conditions communicating their needs to the employee in ways that the person providing care may experience or interpret as harassment; or any other situation that would be a threat to the

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employee’s health. In any event, employees should not have to experience discrimination, abusive conduct, and challenging behaviors without assistance or redress and will immediately report to their Employer any working condition that they believe threatens or endangers the health or safety of the employee or client.

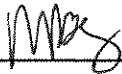
The Employer shall comply with all requirements under SB 6205, including:

- A. Effective July 1, 2021, the Employer shall develop a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and challenging behavior and work to resolve issues impacting the provision of personal care, and the policy must include stated permission and a process for allowing workers to leave situations where they feel their safety is at immediate risk. This process must include a requirement to notify the Employer and applicable third parties as soon as possible.
- B. The Employer may not terminate an employee, reduce the pay of an employee, or not offer future assignments to an employee for requesting reassignment due to alleged discrimination, abusive conduct, or challenging behavior.

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- C. The Employer must inform an employee of instances of discrimination and abusive conduct occurring in or around the client’s home care setting prior to assigning the employee to that client, and throughout the duration of service, if those instances are:
 - 1. Documented by the Employer; or
 - 2. Documented by a third party and communicated to the Employer.

- D. The Employer must inform an employee of a client’s challenging behavior prior to assigning the employee to said client if it is documented:
 - 1. In the client’s care plan;
 - 2. By the Employer; or
 - 3. By a third party and communicated to the covered Employer.

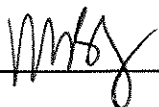
- E. The Employer must keep a record of any reported incidents of discrimination or abusive conduct experienced by an employee during the provision of paid personal care services. The records must be kept for at least five years following the reported act.

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

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Consistent with applicable laws, employees will be notified immediately when the Employer knows that such employees may come into contact with clients who have a contagious infection or an active communicable disease that poses a potential risk to the employees. Appropriate training about precautionary measures will be provided in a timely manner.

SECTION 12.2: SAFETY EQUIPMENT & SUPPLIES

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

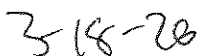
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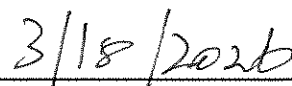
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The Employer will make a good faith effort to provide assistive technology, (i.e., Hoyer lift, lift belts, etc.) for client transfer.

SECTION 12.3: CLEANING EQUIPMENT & SUPPLIES

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


SECTION 12.4: VACCINATIONS

The Employer shall provide notice and offer, for employees who request them and at no cost to the employee, Hepatitis A and B vaccinations for employees caring for high-risk clients and who are not otherwise covered by health insurance. The Employer and the Union will work together

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to find a way to offer, tuberculosis (TB) and pneumonia vaccinations for employees who request them. Employees shall receive, upon request, flu shots as prescribed by medical standards. The Employer will continue to follow federal and state guidelines for Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination.

SECTION 12.5: SAFETY COMMITTEE

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

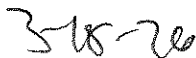
The Labor Management Committee and the Safety, No Harassment and No Discrimination Committee for the Employer shall function as its Safety Committee, consistent with applicable *The Union reserves the right to add to, modify or withdraw this proposal.*

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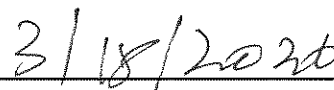
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state and/or federal laws such as the requirement of SB 6205. Participation in a Safety Committee shall be considered time worked.

SECTION 12.6: ON CALL SUPPORT

At least one supervisor from each office of the Employer shall be required to carry a cell phone during non-business hours. Employees will be able to contact this supervisor in cases such as, but not limited to, illness, client emergencies requiring extra hours, and any other situation in which an employee would need to speak with their supervisor.


SECTION 12.7: IMMINENT DANGER

Any employee who believes in good faith that ~~his/her~~ their health and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a supervisor. The HCA shall be paid for ~~his/her~~ their entire scheduled assignment if there is no

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substitute assignment for the same amount of hours or for the amount of hours remaining in the shift, including all travel time and travel miles (except errands not performed) ~~he/she~~they would have been paid had the assignment been completed as scheduled. If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services.

The employee shall be offered a substitute position to make up for the hours scheduled, or be paid for the entire scheduled assignment for that day, including all travel time and travel miles (except errands not performed) that would have been paid had that assignment been completed as scheduled.

Following receipt of such report, the Employer will investigate the report, including review with the employee, client, and appropriate referral agency. Appropriate action will be taken by the Employer, based on the facts identified during the review of the investigation, the provisions of *The Union reserves the right to add to, modify or withdraw this proposal.*

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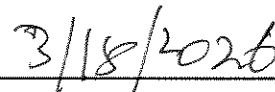
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the program under which the client is being served, and the requirements of the contract between the Employer and the referral agency. The Employer shall provide copies of any documentation related to the incident to the Union upon request and the Employer reserves the right to protect client confidentiality in the release of this information. If the client continues to be served by the Employer, the Employer will make sure any subsequent employees will be informed of the previous safety problem, and be provided with the proper information, training, equipment, or direction necessary to address any future incidents in a safe manner.

SECTION 12.8 VIOLENCE IN THE WORKPLACE

Threats, threatening behavior, or acts of violence by or against employees, visitors, clients, residents, vendors, independent contractors, or others doing business with the company will not be tolerated. Such actions include but are not limited to: verbal or physical harassment or *The Union reserves the right to add to, modify or withdraw this proposal.*

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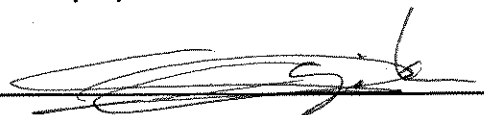
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abuse, attempts at intimidation, sabotage, destruction of property, menacing gestures, possession of weapons, stalking, coercion, pushing or shoving, horseplay, or other hostile, aggressive, harmful and destructive actions.

Some employees are known to be at risk because they are subject to violence, threats, or harassment from a current or former client, spouse, partner, or other non-employee. The Employer will work with the employee and their supervisors to develop safety plans that address the specific risks the employee faces while at work.

Victims of violent incidents in the workplace might have to contend with a variety of medical, psychological, and legal consequences. The Employer shall work with victims of workplace violence by:

- Referring victims to a Health Care Center and a Labor and Industries (L&I) report will be filed immediately.
- Cooperating with all investigations as needed.

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- Debriefing with the employee within one business day from the incident.

SECTION 12.9: ANNUAL SAFETY TRAINING AS PART OF CONTINUING EDUCATION

Health and Safety Training

~~The parties shall work with the Training Partnership to establish an annual, required health and safety module as part of the continuing education program.~~ The Employer will establish an annual, required health and safety module as part of the continuing education program.

SECTION 12.10 WORKPLACE SAFETY THROUGH CLIMATE PREPAREDNESS


As climate change intensifies, the impact on health and safety becomes increasingly evident.

The Employer recognizes that climate preparedness is an essential component of workplace safety and shall include it in the Employer's policies and procedures to safeguard against the effects of extreme weather and environmental changes.

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- A. If a Caregiver is at home at the time an emergency is declared, the Caregiver will not be required to get to a client's home to work their regularly scheduled shift. The Employer shall determine the conditions and probable length of time necessary for returning to work, after investigation or contact with the relevant state and local emergency departments.
- B. If a Caregiver is already at a client's home when an emergency or extreme weather event occurs, and staying at the client's home would endanger the safety of the caregiver's household or family, the caregiver may leave the client's home without fear of retaliation or disciplinary action, as long as they have ensured their client's safety.
- C. In the event of a declared emergency, the Labor Management Committee ("LMC") agrees to convene within a reasonable time after the event to address the impacts of the emergency on working conditions.

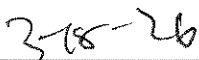
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ARTICLE 14: JOB DESCRIPTIONS AND CARE PLANS

All employees will be provided with a written job description stating what will be required of them in the job position and classification. In order to help assure the best quality of care, and continuity of care, upon receiving assignment to a client, the supervisor will review with the assigned employee a detailed care plan (service plan) designating what specific care is required for each particular assigned client. The care plan or information provided to employees prior to assignment to a client will include the following information:

- Level of assistance necessary for each task (total assistance, some assistance, and/or independent)
- Relevant information about eligibility for differentials listed in Article 20.
- Prior incidents of a client’s challenging behavior and incidents of discrimination and abusive conduct as outlined in Article 12 Health & Safety Section 12.1 C and D.

Employees are not authorized to make any changes to the care plan. If problems arise with a client’s or employee’s understanding of the care plan, their Employer will take all reasonable steps to assist the client and/or employee to understand the care plan. If an employee raises concerns with the client’s understanding of the care plan and reports it to the Employer, the Employer will make a reasonable attempt to inform the client of the care plan effort to

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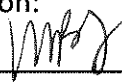
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communicate with both the employee and the client to amend, if necessary, the care plan or any restrictions prior to the caregiver's next scheduled shift. Any changes to client care plans will be reviewed with the assigned employee(s) and the appropriate supervisor, who shall identify and offer any further training needed by the employee(s) to meet the changed client need(s).

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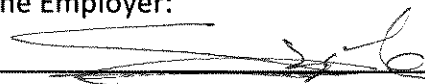
For the Union:



Date:

3-18-26

For the Employer:



Date:

3/18/2026

SEIU 775 – Chesterfield
2025-2027 – Complete CBA
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Time - _____

ARTICLE 16: HOLIDAYS

SECTION 16.1: RECOGNIZED HOLIDAYS

The following days shall be recognized as holidays:

- New Year's Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Memorial Day
- Christmas Day

Employees may schedule any holiday as a day off without pay, provided mutually acceptable arrangements have been made with the employee's supervisor to ensure adequate care is available for clients requiring care during the holiday period.

Upon advanced request, employees may substitute two (2) recognized holidays, including Juneteenth, for floater Holidays to recognize cultural, civic, or religious observance. Assignment

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

Tentatively Agreed To:

For the Union:

MB

Date:

3-18-24

For the Employer:

[Signature]

Date:

3/18/2024

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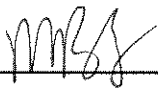
~~of work on Holidays shall be assigned by the Employer. Employees who would otherwise work for a client on a day that falls on a holiday based on the care plan shall be scheduled to work on the holiday unless the client declines the care. Employees who would otherwise work for a client on a day that falls on a holiday based on the care plan shall be scheduled to work on the holiday unless the client declines the care or the employee has approved time off for the date. In special situations where a caregiver requires additional work hours to maintain health insurance coverage and all staffing options, including the use of PTO, have been exhausted, management will offer holiday shifts when possible.~~

~~The Employer shall will make offer substitute assignments or additional hours to every reasonable and necessary effort to ensure that any missed holiday hours are fully staffed before the end of the month. This provision is intended to allow Employees to maintain their normal total scheduled hours for the month.~~

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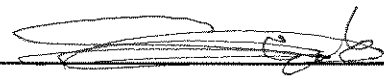
For the Union:



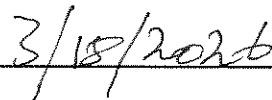
Date:



For the Employer:



Date:



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Starting January 1, 2027, in instances where substitute hours during an Employee's documented availability are not offered by the Employer to maintain an Employee's normal total scheduled hours for the month, the Employee will receive payment for missing holiday hours at their standard base rate. The missing hours paid will not exceed the total recognized holiday hours that occurred within the month.

SECTION 16.2: PREMIUM PAY HOLIDAYS

Overtime (Time-and-a-Half) Pay for Recognized Holidays:

Employees who are assigned on an hourly basis to work on Holidays listed in 16.1.1 shall receive their regular rate of pay calculated at overtime pay rate of time-and-a-half regular pay (1.5X) for hours worked on those days.

Open Holiday Pay Shifts

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

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For the Union:

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Date:

_____ 3-18-26

For the Employer:

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Date:

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Should a regularly assigned employee be requested to work on one of the premium pay holidays listed above and decline that assignment, the Employer shall offer the hours to the most senior qualified employee provided that a client's specific care needs and preferences are being met.

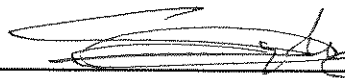
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Tentatively Agreed To:

For the Union:



For the Employer:



Date:

3-18-26

Date:

3/18/2026

SEIU 775 – Chesterfield
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ARTICLE 18: HEALTH AND WELFARE TRUST FUND BENEFITS

SECTION 18.1: COMPREHENSIVE BENEFIT PACKAGE THROUGH THE TRUST

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

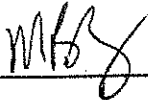
SECTION 18.2: CONTRIBUTIONS

The hourly contribution rate shall be no less than 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

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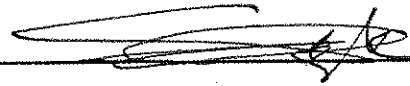
For the Union:



Date:

3-18-26

For the Employer:



Date:

12/18/2025

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the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating Section 18.2.

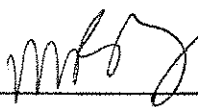
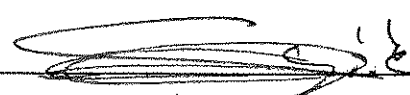
Contributions for the health and safety benefit as described in Section A. and B. below will be paid to the SEIU Healthcare NW Health Benefits Trust which will administer any program established with these funds. The use of these negotiated funds for health and safety will be determined by the Board of Trustees of the Health Benefits Trust.

A. MEDICAID-FUNDED HOURS WORKED

Effective July 1, 2025~~3~~, the Employer shall contribute the Healthcare Rate of ~~four~~ five dollars and ~~twenty-two~~ thirteen cents (\$~~4.135.22~~), ~~minus the Business and Occupation Tax of 0.0175 or 1.75%~~, 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

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<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
	
Date:	Date:
<u>3-18-26</u>	<u>12/18/2025</u>

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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~~4~~, the Employer shall contribute the Healthcare Rate ~~per State Funding minus the Business and Occupation Tax of 0.0175 or 1.75%~~, or five dollars and twenty two ~~fifty-seven~~ cents (\$5.57~~22~~), whichever is higher, to the Trust for each Medicaid-Funded Hour worked; ~~two and one-half cents (\$0.25) 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.

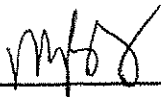
B. NON-MEDICAID-FUNDED HOURS WORKED

Effective July 1, 2025~~3~~, the Employer shall contribute the Healthcare Rate or ~~four~~ five dollars and ~~thirteen cents~~ twenty-two (\$5.22~~4-13~~), ~~minus the Business and Occupation Tax of 0.0175 or~~

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For the Union:



Date:

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For the Employer:



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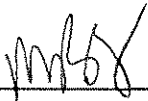
~~1.75%~~, whichever is higher to the Trust for each Non-Medicaid-Funded hour worked, ~~two and one-half cents (\$0.025)~~ of which may be used for a health and safety benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's 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, 202~~6~~⁴, the Employer shall contribute the Healthcare ~~Rate per State Funding minus the Business and Occupation Tax of 0.0175 or 1.75%~~, or five dollars and ~~fifty-seventy-two 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.-

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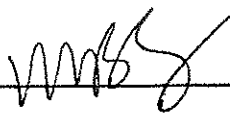

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Contributions required by Section 18.2 shall be paid periodically as required by the Trust.

SECTION 18.3: ELIGIBILITY STANDARDS

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

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<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
	
Date:	Date:
3-18-26	12/18/2025

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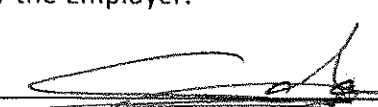
The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. Ongoing costs for deduction of home care worker premiums for health care shall be paid by the Employer.

SECTION 18.4: 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.

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<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
	
Date:	Date:
3-18-26	12/18/2025

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SECTION 18.5: PURPOSE OF THE TRUST

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

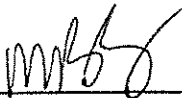
SECTION 18.6: TRUST AGREEMENT

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.

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Tentatively Agreed To:

For the Union:



For the Employer:



Date:

3-18-26

Date:

12/18/2025

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ARTICLE 19: PAID TIME OFF (PTO)

SECTION 19.1: ACCRUAL

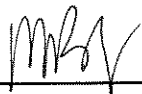
Employees shall be eligible to accrue and use Paid Time Off (PTO) benefits. PTO benefits can be used for Sick Time, Vacation Leave and Personal Leave. Employees accrue PTO during their probationary period, but shall not use PTO until after the completion of their probationary period, except employees may use Paid Time Off after the first ninety (90) days of employment for sick leave per state law. PTO shall accrue according to the following chart or formula:

~~Effective July 1, 2023 Employees shall accrue one (1) hour paid time off for every (24) twenty four hours worked.~~ Effective July 1, 2024 Employees shall accrue one (1) hour paid time off for every (23) twenty three hours worked.

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

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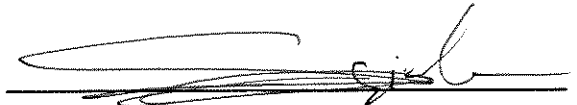
For the Union:



Date:

3-18-26

For the Employer:



Date:

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~~Effective July 1, 2026, Employees shall accrue one (1) hour paid time off for every twenty two (22) hours worked.~~

PTO may accumulate for a maximum of one hundred and forty (145) hours.

SECTION 19.2: USE OF PAID TIME OFF AND SCHEDULING

Employees shall be eligible to take paid leave in one-hour increments after their initial probationary period.

For Paid Time Off (PTO), employees must submit leave requests at least two (2) weeks prior to the date the requested paid leave commences. In the event that too many employees request paid leave for the same time period and the Employer cannot ensure safe client coverage, leave approval shall be granted by seniority within the office to which the employee is assigned. The

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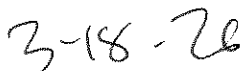
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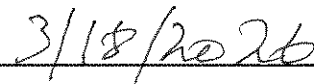
For the Employer:



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Date:



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Employees who have accrued paid leave 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.

Sick time may also be utilized to allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member. The employer may require reasonable proof of immigration proceedings consistent

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Tentatively Agreed To:

For the Union:

Date:

For the Employer:



Date:

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Employer shall approve or deny leave requests within 14 calendar days from the date the employee originally made the request.

PTO may be used for absence due to the illness in the immediate family, once notification to the Employer is given.



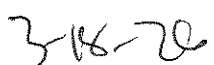
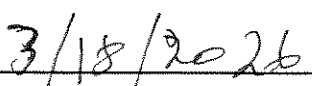
At the request of an employee and at discretion of the Employer, the Employer will pay the employee for paid leave in advance of the leave. Such requests shall be made in writing of the payroll cutoff date the requested leave commences.

SECTION 19.3 PTO CASH-OUT

Non-probationary employees who terminate 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.

Utilization of Sick Leave

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

<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
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Date:	Date:
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with state law and must not disclose any personally identifiable information about a person's immigration status or underlying immigration protection.

Employees shall be entitled to the Washington Paid Family and Medical Leave, which is a statewide program, and will be able to use it starting in 2020, per the general guidelines.

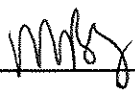
SECTION 19.4: NOTICE AND PROOF OF ILLNESS

Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. Employees will be expected to notify their supervisor of illness at least two (2) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement.

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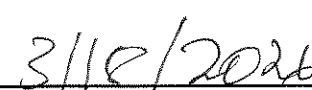
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The Employer reserves the right to require reasonable proof of illness if the absence from work lasts beyond three (3) consecutive scheduled work days. The Employer also may require a doctor's release to return to work in the event that the absence from work exceeds three (3) consecutive scheduled work days.

The Employer will provide twenty-four (24) hour call or paging service for employees seeking to reach supervisors.

SECTION 19.5: COMBINATION WITH OTHER BENEFITS

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

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For the Union:



For the Employer:



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Date:

3/18/2026

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ARTICLE 20: WAGES AND PREMIUMS

SECTION 20.1: WAGE SCALE AND WAGE PROGRESSION

Employees covered by this Agreement shall be compensated according to the wage scale schedule set forth in Appendix A. Employees shall advance along the wage scale based on their verifiable cumulative career hours of service. An employee’s total cumulative hours shall be itemized and labeled on the employee’s pay stub at least monthly.

SECTION 20.2: PLACEMENT ON THE SCALE

Newly hired and returning employees shall be placed on the wage scale at the step appropriate to their verifiable experience as home caregivers. Credit shall also be given for verifiable experience worked as a certified nursing assistant in a long-term care or hospital setting.

Returning Employees

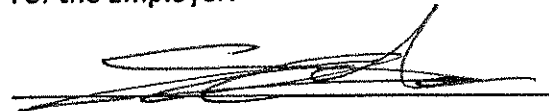
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Employees previously employed by the Employer who return to employment with the Employer with less than two (2) years break in employment shall be placed on the wage scale at the step which reflects their previous hours of experience with the Employer.

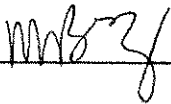

Wage Progression

Employees shall be paid according to the attached wage scale and advance to the next higher step on the above wage scale as they reach the seniority hours on that step.

SECTION 20.3: CNA OR CERTIFICATION DIFFERENTIAL

Home Care Aides who hold and submit a current, valid Certified Nurse’s Assistant license, Home Care Aide Certification, (or an equivalent or greater medical license), shall receive a twenty-five cent (\$0.25) differential for each paid hour. ~~Beginning July 1, 2026, employees that qualify for the HCA differential shall receive a forty cent (\$0.40) differential for each paid hour.~~

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<i>Tentatively Agreed To:</i>	
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SECTION 20.4: CLIENT/SERVICE INACCESSIBLE PAY

If an employee is unable to provide service to a client due to the client's failure to answer the door, or if the client is not home, the employee shall notify the Employer by telephone promptly. If the Employer is unable to provide a substitute assignment, the employee shall be paid at the straight time hourly wage rate for two (2) hours show-up/no access pay.

~~If the employee declines a substitute assignment and did not travel to the inaccessible client from a prior assignment, they shall be paid for windshield time and mileage from their home address or origin point, whichever is less. In this situation, employees who use public transportation shall be paid their regular rate of pay per hour for a period of time not to exceed one half (1/2) hour.~~

~~If the employee declines a substitute assignment and did not travel to the inaccessible client from a prior assignment, they shall be paid for windshield time and mileage from their home~~

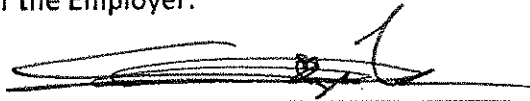
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address or origin point, whichever is less. In this situation, employees who use public transportation shall be paid their regular rate of pay per hour for a period of time not to exceed one-half (1/2) hour.

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

The HCA shall receive credit toward wage progression (seniority on the wage scale), Paid Time Off or leave accrual, and benefit eligibility for the entire scheduled assignment.

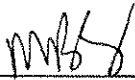
SECTION 20.5: OVERTIME

Employees required to work in excess of forty (40) hours in a 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

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For the Union:



For the Employer:



Date:

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Date:

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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.

SECTION 20.6: WEEKEND DIFFERENTIAL

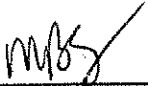

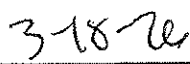

Employees who are assigned to work hours on Saturday or Sunday shall receive fifty cents (\$0.50) per hour differential on top of their regular hourly wage.

SECTION 20.7: CARE DIFFERENTIALS

Total Transfer and/or Total Toileting Differential

All hours worked for clients who have Total Transfer authorized as a task on the Plan of Care and/or all hours worked for clients who have Total Toileting authorized as a task on the Plan of Care shall be paid an additional twenty-five (\$0.25) cents per hour. To be eligible for this differential the HCA must be authorized and must perform the task.

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<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
	
Date:	Date:
	

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Nurse Delegation

A nurse delegated caregiver shall receive a differential of ~~thirty (\$0.30)~~ ~~twenty five (\$0.25)~~ thirty five (\$0.35) cents per hour for all hours worked for a client for whom the caregiver has been delegated a nursing task.

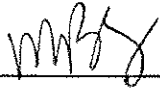
Client Special Skills Behavioral Needs Differential

~~To meet client behavioral needs, effective upon ratification of this agreement, 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 (\$0.50) per hour. Criteria for the special skill/extraordinary care differential shall include, but not be limited to:~~

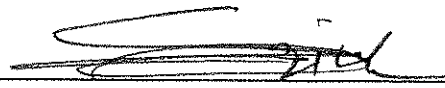
The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:



For the Employer:



Date:

3-18-26

Date:

12/18/2025

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- ~~(a) Behavioral needs that necessitate special skills to keep the client and/or others safe and are authorized as a task on the Plan of Care. Staff utilizing this differential shall be trained in proper care techniques to address behaviors appropriately as determined by the Employer;~~
- ~~(b) excessive/difficult travel to clients including but not limited to necessitating travel of 25 (twenty five) miles or more from the employee's primary residence; or~~
- ~~(c) extensive personal care needs for a client or clients, including but not limited to providing care to a client who has an active communicable disease or bloodborne pathogen.~~

~~The Labor Management Committee shall advise the Employer of additional criteria relevant to the differential.~~

All hours worked for clients who have Behavioral needs that necessitate special skills to keep the client and/or others safe and are authorized as a task on the Plan of Care shall be paid an

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

Tentatively Agreed To:

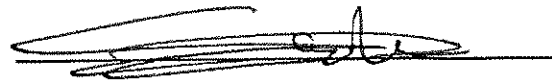
For the Union:



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additional twenty-five (\$0.25) cents per hour. Staff utilizing this differential shall be trained in proper care techniques to address behaviors appropriately as determined by the Employer.

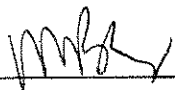
~~To meet client behavioral needs, effective upon ratification of this agreement, all hours worked for clients who have behaviors and/or conditions which the Employer determines significantly impact the provision of personal care and/or which necessitate additional effort, special skills or training as defined and authorized by the employer shall be paid an additional fifty cents (\$0.50) per hour. Criteria for the special skill/extraordinary care differential shall include, but not be limited to:~~

- ~~(a) Behavioral needs that necessitate special skills to keep the client and/or others safe and are authorized as a task on the Plan of Care. Staff utilizing this differential shall be trained in proper care techniques to address behaviors appropriately as determined by the Employer;~~
- ~~(b) excessive/difficult travel to clients including but not limited to necessitating travel of 25 (twenty five) miles or more from the employee's primary residence; or~~

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Tentatively Agreed To:

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(c) extensive personal care needs for a client or clients, including but not limited to providing care to a client who has an active communicable disease or bloodborne pathogen.

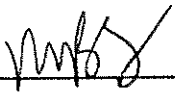
The Labor Management Committee shall advise the Employer of additional criteria relevant to the differential.

Effective January 1, 2026, caregivers who travel more than 30 miles from their home address to a client's home will receive twenty five (\$0.25) cents per hour rate differential for all hours worked for that client. If a caregiver changes their home address, they must provide at least 30 days formal written advance notice to allow adequate time for staffing and scheduling adjustments.

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

Tentatively Agreed To:

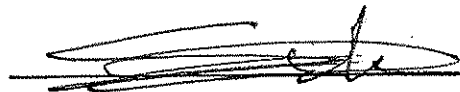
For the Union:



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SECTION 20.8: L & I WORKER CONTRIBUTIONS

The Employer will assume all costs associated with L&I insurance payments.

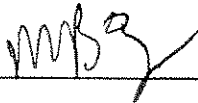
~~SECTION 20.9: MENTOR, PRECEPTOR, OR TRAINER PAY~~

~~The Employer shall participate in any Mentor, Preceptor, and Trainer program during the course of this Agreement. A Homecare Worker who is assigned by the Training Partnership as a Mentor, Preceptor, or Trainer of other Homecare Workers or prospective Homecare Workers shall be paid an additional one dollar (\$1.00) per hour differential in addition to his or 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. The Employer shall not be responsible for employing, paying, tracking or verifying hours of mentor work.~~

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

Tentatively Agreed To:

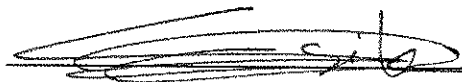
For the Union:



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SECTION 20.9: MENTOR, PRECEPTOR, OR TRAINER PAY

~~The Employer shall participate in any Mentor, Preceptor, and Trainer program during the course of this Agreement. A Homecare Worker who is assigned by the Training Partnership as a Mentor, Preceptor, or Trainer of other Homecare Workers or prospective Homecare Workers shall be paid an additional one dollar (\$1.00) per hour differential in addition to his or 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. The Employer shall not be responsible for employing, paying, tracking or verifying hours of mentor work.~~

The Employer shall honor any Homecare Workers who are an existing and certified Mentor, Preceptor, or Trainer of other Homecare Workers or prospective Homecare Workers shall be paid an additional one dollar (\$1.00) per hour differential in addition to his or her regular hourly wage rate, and in addition to any differentials or adjustments, for each hour that he or she

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Tentatively Agreed To:

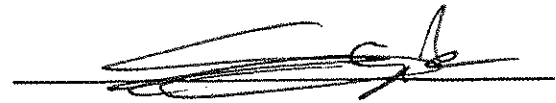
For the Union:



Date:

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For the Employer:



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works as a mentor, preceptor, or trainer. The Employer shall not be responsible for employing, paying, tracking or verifying of mentor work.

The Employer shall develop and implement its own Mentor, Preceptor, and Trainer program in the near future.

~~SECTION 20.10: ADVANCED TRAINING DIFFERENTIAL~~


~~Advanced Training Differential (prior to February 2017)~~

~~Employees who have completed Advanced Training (discontinued in February 2017) to meet apprenticeship standards beyond the training required to receive a valid "Home Care Aide" certification (as set forth in the Training Partnership curriculum) shall continue to receive a~~

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Tentatively Agreed To:

For the Union:



For the Employer:



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~~differential of twenty five (\$0.25) cents. Workers 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 continue honor completed Advanced Training prior to February 2017 at the time of hire for new employees with verification from the employee or the Training Partnership.~~

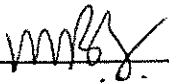
~~Advanced Training Differential~~

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

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

Tentatively Agreed To:

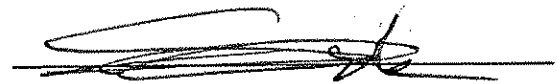
For the Union:



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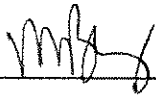
~~Employees who complete the Advanced Home Care Aide Specialist (ACHAS) or Advanced Behavioral Home Care Aide Specialist (ABHCAS) Training (set forth in the Training Partnership Curriculum), as referenced in Article 21 – Training, shall receive a differential of seventy five cents (\$0.75) in addition to their hourly rate and other applicable differentials. Employees assigned by the Employer to receive ACHAS Advanced Training will meet criteria set forth in Article 21 – Training and must have completed their probationary period.~~

~~The Employer will honor completed Advanced Training and Advanced Home Care Aide Specialist 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.~~

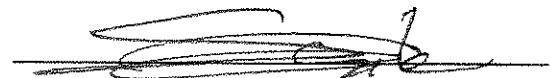
The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:



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~~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 20.10: ADVANCED TRAINING DIFFERENTIAL

Advanced Training Differential (prior to February 2017)

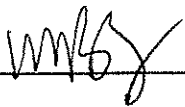
~~Employees who have completed Advanced Training (discontinued in February 2017) (as set forth in the Training Partnership curriculum) shall continue to receive a differential of twenty-five (\$0.25) cents. Workers participating in Advanced Training will be paid their regular hourly rate of pay by the Employer for all hours of training.~~

~~The Employer will continue honor completed Advanced Training prior to February 2017 at the time of hire for new employees with verification from the employee or the Training Partnership.~~

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

Tentatively Agreed To:

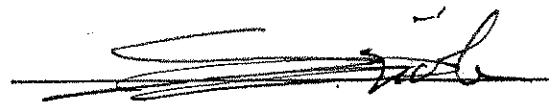
For the Union:



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Advanced Training Differential

Advanced Training Differential:

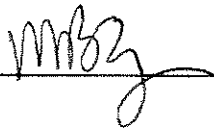
Employees who complete the Advanced Training (set forth in the Training Partnership Curriculum), as referenced in Article 21 – Training, shall receive a differential of seventy-five cents (\$0.75) in addition to their hourly rate and other applicable differentials. Employees assigned by the Employer to receive Advanced Training will meet criteria set forth in Article 21 – Training 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 Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

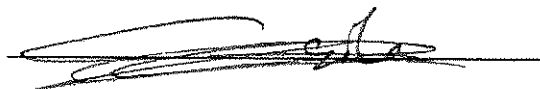
For the Union:



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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 20.11: DIFFERENTIAL STACKING

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

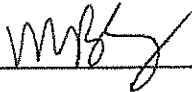
SECTION 20.12: ADMINISTRATIVE LEAVE RATE

Except as specifically provided in this Agreement, employees shall be paid for all work hours at his/her regular rate of pay. Employees placed on Administrative Leave shall be paid at their regular hourly rate. Each pay period an administrative time sheet shall be completed and submitted by the supervisor on behalf of the HCA. Upon request the HCA shall be entitled to

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For the Union:



Date:

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For the Employer:



Date:

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receive a copy of this time sheet for his/her records. An employee's Administrative Leave time shall be itemized and labeled as such on each paycheck stub.

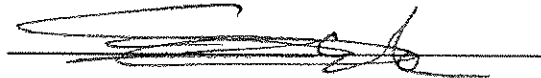
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Tentatively Agreed To:

For the Union:



For the Employer:



Date:

3-18-26

Date:

12/18/2025

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ARTICLE 21: HOME CARE TRAINING AND CERTIFICATION



The Employer and the Union agree that quality, in-person or live-remote, and accessible asynchronous training, regardless of the caregiver’s language or geographic location, is essential to maintaining a well-trained workforce that meets certification and training requirements and provides the highest quality care to clients. In addition, the quality and accessibility of training impacts a caregiver’s ability to be eligible to work and receive a higher rate of pay.

SECTION 21.1 MINIMUM STANDARDS

The Employer is responsible for providing all required training to caregivers, and shall provide training that meets or exceeds the following minimum standards:

1. Basic Training must meet the following requirements:
 - A. All Basic Training curriculum must be approved by DSHS, and all trainers must be DSHS approved community trainers.

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For the Union:  _____	For the Employer:  _____
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The quality of training must be sufficient to ensure that at least 80% of caregivers who complete the training and sit for the certification test ultimately pass the certification test, including 80% high passing rate of any limited English-speaking caregivers, that most of the caregivers will pass the certification test including of any limited English-speaking caregivers. The Employer's benchmark is to exceed both historical and current performance standards based on caregiver's passing record.

B. Class delivery:

- i. In-person or live remote classes shall:
 - a. Make all required modules available for caregivers to attend as in-person or live remote classes that teach, and enable caregivers to practice, required caregiving skills.
 - b. Facilitate skills training and practice in settings and with all necessary tools (examples: beds, wheelchairs, hoist lifts, etc) that mimic real environments and prepare caregivers to deliver these skills on the job.
 - c. Be offered within a reasonable commute distance for all employees. In no event will training require more than a thirty (30) minute commute from the

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Tentatively Agreed To:

For the Union:

MBJ

Date:

3/18/26

For the Employer:

[Signature]

Date:

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the employee's local Chesterfield office in urban areas and sixty (60) minutes from the employee's local Chesterfield office in rural areas.

ii. Online classes shall:

- a. Include asynchronous online and virtual instructor-led classes that may be offered to caregivers for non-skills training related modules.
- b. Be accessible on desktop and mobile devices through common web browsers without requiring employees to download proprietary software.

C. In-language:

- i. All classes regardless of delivery, the Employer shall provide language support for Employees as needed. Method shall be fully localized in the language of choice for caregivers.
 - a. Must be delivered through instructor-led and facilitated classes in the top five (5) commonly spoken languages by Chesterfield employees.
 - b. In-person interpreters must be provided by the Employer for in-person and digital classes outside of the top five (5) languages spoken by Chesterfield employees.

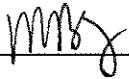
D. Accessibility:

- i. Caregivers must be able to start required training within a week after 65 calendar days of hire ~~probationary period~~, in their desired language, within a reasonable commute distance.
- ii. Classes must be offered at a frequency necessary to ensure caregivers can complete training within the deadline period and allow access to makeup classes.
- iii. In-person or live remote classes must be offered within a reasonable commute distance for all employees. In no event will training require more than a thirty (30)

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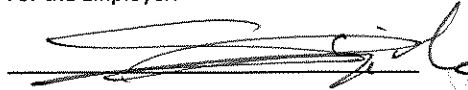
For the Union:



Date:

3-18-20

For the Employer:



Date:

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minute commute from the Employee's local Chesterfield office in urban areas and sixty (60) minutes from the Employee's local Chesterfield office in rural areas.

Optional refresher classes and peer mentors must be made available for caregivers to prepare for their exam--and training support will be offered to prepare for their exam.

2. Continuing Education Courses must meet the following requirements to meet the varying needs of caregivers and their clients as follows:

A. All Continuing Education curriculum must be approved by DSHS, and all trainers must be DSHS approved community trainers.

B. Class delivery:

Most classes will be offered remotely/asynchronously. The caregiver has a choice to complete the classes remotely or at the local Chesterfield office for training support.

i. Classes must be offered both in person and remote, allowing caregivers to choose which mode works best for them.

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For the Union:



Date:



For the Employer:



Date:



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a. When necessary, in-person classes shall be offered within a reasonable commute distance for all employees. In no event will training require more than a thirty (30) minute commute from the Employee's local Chesterfield office in urban areas and sixty (60) minutes from the Employee's local Chesterfield office in rural areas.

By January 1, 2027, the Employer shall host in-person instructor facilitated CE classes in sufficient quantity for a caregiver to take twelve (12) unique hours each year.

Prior to January 1, 2027, the Employer shall offer synchronous virtual instructor facilitated CE classes. These classes may be completed by Employees in-person at a Chesterfield office or online remotely.

Commented [MB1]: New addition to capture in-person CE through virtual classes until 2027

Most classes will be offered online. The caregiver has a choice to complete the classes online remotely or at the local Chesterfield office for technical and language support.

In the future, a limited Continuing Education classes will be offered in person.

- ii. Digital classes shall:
 - a. Include recorded and instructor-facilitated classes.

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

Tentatively Agreed To:

For the Union:

MBZ

For the Employer:

[Signature]

Date:

3-18-26

Date:

3/18/2026

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b. Be accessible on desktop and mobile devices through common web browsers without requiring employees to download proprietary software.

C. In-language:

- i. When necessary, the Employer will offer language support to caregivers. Continuing education courses shall be fully localized in the language of choice for caregivers.
- ii. Adequate class hours shall be available in the top five (5) commonly spoken languages.
- iii. In-person interpreters must be provided by the Employer for in-person and digital classes outside of the top five (5) languages.

D. Accessibility:

Employees may select their preferred Continuing Education classes and the Employer will register caregiver employees for Continuing Education classes to ensure no duplication of prior coursework.

- i. There must be sufficient classes to allow caregivers to select twelve (12) hours of unique hours each year.
- ii. Classes must cover a wide range of relevant topics.
- iii. Employees shall have the option to access and complete required Continuing Education classes at any time prior to their deadline. This access shall be granted after an Employee makes a request of their supervisor.
- iv. The Employer will notify Employees no later than 90 days prior to their CE deadline to remind them of their training requirements.

Commented [MB2]: New addition.
Commented [MB2R2]: Additional language to clarify access process.
Commented [MB3]: New addition.

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

Tentatively Agreed To:

For the Union:

_____ 

Date:

_____ 3-18-26

For the Employer:

_____ 

Date:

_____ 3/18/26

SEIU 775 – Chesterfield
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~~v. In person classes must be offered within a reasonable commute distance for all employees. In no event will training require more than a thirty (30) minute commute.~~

3. Additional requirements:

- A. Employees shall be paid their hourly rate for attendance at all Employer-required Training, including but not limited to Basic Training, Continuing Education, and Meetings.
- B. The Employer must Provide Nurse Delegation training approved by DSHS.
- C. The Employer must Design and Deliver Advanced Training (holistic and behavioral tracks) and offer training fully localized and delivered in top four (4) languages, with interpreters and language supports for Employees upon request for additional languages. The training must be approved by DSHS.
- D. The Employer must provide a Certification benefit to Employees and pay for testing and certification fees.
- E. The Employer must provide all print materials necessary to caregivers to complete training, in top five (5) languages for in-language classes, and interpretation assistance available upon request. ~~fourteen (14) languages, including technical devices such as tablets, computers or laptops.~~
- F. The Employer must Provide on demand support to caregivers during regular business hours and on business days and at least in the top five (5) languages spoken by Chesterfield employees at least eight (8) hours a day in at least the top (8) languages to solve issues related to:
 - i. Training Requirements

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

Tentatively Agreed To:

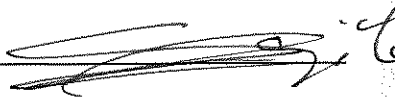
For the Union:



Date:

3-18-26

For the Employer:



Date:

3/18/2026

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- ii. Transfer credits
- iii. Class scheduling

iv. Navigation of any training scheduling and delivery systems, including the employer's Learning Management System and any training vendor administrated training system.

v. The Employer shall be the single point of contact for employees for any support needed for any Chesterfield contracted training vendors.

G. The Employer must follow all requirements related to training outlined in Statute, the Washington Administrative Code and integrate legislative and regulatory changes as they occur.

The Union will be notified of in-person or live-remote training classes fourteen (14) calendar days in advance and shall be afforded the opportunity to meet with employees for up to thirty minutes of paid time.

SECTION 21.2 CHESTERFIELD TRAINING PROGRAM APPROVAL

1. Approval of Chesterfield's Training Program

The Employer expects to receive DSHS approval for their seventy (70) hour Basic Training program (BT70) by June 30, 2026. Prior to approval, all standards in this article shall be extended and maintained by any external service provider contracted by the Employer to administer

Commented [MB4]: Date per employer at last session.

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

Tentatively Agreed To:

For the Union:



Date:

3-18-26

For the Employer:



Date:

3/18/2026

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required training.

The Employer shall notify the Union within five (5) business days if it obtained or failed to receive DSHS approval for its English language BT70 course by June 30, 2026.

Within three (3) months from the date the Employer's English language BT70 training is approved by DSHS, the Employer shall obtain DSHS approval its fully translated BT70 courses in the other top four (4) languages spoken by Chesterfield employees.

The Union and Employer shall meet by January 1, 2027, to discuss the Employer's progress on the design and DSHS approval of an Advanced Training holistic and behavioral track program. This program shall be submitted for approval to DSHS by June 30, 2027.

Failure to meet these deadlines shall be subject to the provisions of Section 21.3 Review and Compliance. The Union may grant an extension of these deadlines for good cause.

2. In-Language Training Support

All Chesterfield employees must receive and acknowledge a written notice from the Employer at the time it schedules training stating they can request and receive an interpreter in their preferred language for any employer required training program. The notice shall be provided with enough advance notice of a training requirement to arrange interpretation, and it must be published in the following languages: English, Amharic, Spanish, Tigrigna, Simplified Chinese, Vietnamese, Russian, and Mandarin.

The Employer shall arrange and provide an interpreter upon request from an employee, and the Employer will be responsible for coordinating and scheduling interpretation with any external training service provider.

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

Commented [MB5]: Date per employer.

Tentatively Agreed To:

For the Union:

MB5

Date:

3-18-26

For the Employer:

[Signature]

Date:

3/18/2026

SEIU 775 – Chesterfield
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Interpretation shall continue to be offered for all Employees in their language preference unless the Employer can administer its own DSHS approved training in the employee's preferred language.


SECTION 21.3 REVIEW AND COMPLIANCE

1. The Employer and the Union shall meet at least every three (3) months to review compliance with the minimum standards. Upon ratification of this agreement, the Employer and Union shall meet at least every three (3) months to review compliance with the minimum standards. If in the previous quarter the Employer has met all the required standards, starting January 1, 2027, the Employer and Union shall meet at least every 6 months to review compliance with the minimum standards.
2. At least quarterly ~~Annually, twice a year~~ every four months the Employer shall provide a comprehensive report to the Union on the training program, including at a minimum:
 1. A list of every employee who were registered for basic training class held in the previous year ~~quarter 6 months~~ four months including date, time, location, and language.
 2. A list of employees who were registered for all continuing education classes offered in the previous four months ~~year~~ including whether online or in person, language, and if in person the date, time, and location of the training including date, time location, and language.
 3. A list of all employees with their continuing education deadline and number of hours of CE completed.

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

Tentatively Agreed To:

For the Union:



Date:

3-18-20

For the Employer:



Date:

3/18/2020

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4. A list of all employees hired within the last 12 months for the previous year with information on their training and certification status, including whether they have completed Basic Training and whether they have completed their certification test and passed their certification test.
5. A training satisfaction survey created and administered on an annual basis by the Employer and sent to all Chesterfield employees. The Labor Management Committee will develop the survey questions.
6. A list of all employees within the last 12 months who were terminated because they failed to complete their Basic Training or Continuing Education classes and whether and when they were re-hired
7. This list is not intended to limit information requests related to specific violations of the terms of this article necessary to investigate and resolve grievances.
3. If the Union determines that the Employer is not meeting one or more standards, the Union shall notify the Employer in writing. Within fourteen (14) calendar days of such notification, the Employer shall cure the deficiency. ~~the Employer and Union shall work together to agree upon corrective action to remedy the deficiency within a reasonable timeframe.~~
4. The Union and the Employer shall work together to agree upon an extension for good cause may grant a written extension of the cure period for good cause.
5. The Union retains the right to initiate an additional review at any time upon receiving notice or evidence that multiple minimum standards are not being met.
6. The Employer shall maintain detailed costing information demonstrating what portion of the labor rate is being utilized for the Employer's training program. Upon ratification,

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

Tentatively Agreed To:

For the Union:

MBJ

Date:

3/18/20

For the Employer:

[Signature]

Date:

3/18/2026

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~~this information shall be made available every six (6) months annually every six (6) months to review upon the Union's request.~~

7. If at any time the Employer's utilization of the labor rate for its training program falls below the contribution rates listed in Section 21.4.1.A., the Union and Employer shall bargain over how those funds will be reinvested into member wages and benefits.

SECTION 21.3 FAILURE TO COMPLY

Violations of this article shall be subject to the grievance procedure as outlined in Article 9

Grievance Procedure.

Starting October 1, 2026, if the Employer systematically fails to meet the minimum standards of

Commented [MB6]: New start date.

this Article or fails to cure deficiencies within the required timeframe, or any Union-approved



extension, the contribution agreement and requirements listed in Section 21.4 shall

immediately take effect and continue through the life of this agreement. Disputes over

disagreements on the Employer's systematic failure to meet minimum standards or cure

deficiencies within the required timeframes shall be filed as a step two grievance. If the

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

<i>Tentatively Agreed To:</i>	
For the Union:  _____	For the Employer:  _____
Date: 3-18-26 _____	Date: 3/18/2026 _____

SEIU 775 – Chesterfield
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grievance is not resolved at step two, the grievance shall proceed to arbitration and presented to an arbitrator from a mutually agreed upon list of five (5) arbitrators whose schedule permits timely hearing of the grievance. This Union and Employer will determine the list of arbitrators within sixty (60) days after ratification of this agreement.

Commented [MB7]: New section.



Commented [MB8]: Clarifying arbitration process.

SECTION 21.4: FAILURE TO COMPLY REMEDY AGREEMENT

The Employer and Union will discuss alternative approved training choices.

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 SEIU Healthcare NW Training Partnership ("Training Partnership"), pursuant to RCW 74.39A.009 and 74.39A.360.

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

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date:	Date:
<u>3-18-26</u>	<u>3/18/26</u>

SEIU 775 – Chesterfield
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Time - _____

The Training Partnership will possess the capacity to provide training, peer mentoring, workforce development, and other services to individual providers. The Employer shall become and remain a participating Employer in such a Partnership during the complete life of this Agreement, and any extension thereof.


There shall 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. This benefit shall also be administered by the Training Partnership.

SECTION 21.4.1: CONTRIBUTIONS

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 to the Individual Provider Collective Bargaining Agreement in effect
The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:



Date:

3-18-26

For the Employer:



Date:

3/18/2026

SEIU 775 – Chesterfield
2025-2027 – Complete CBA
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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.

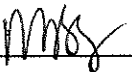
A. MEDICAID-FUNDED HOURS WORKED

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

Effective July 1, 2026, the Employer shall contribute the Training Partnership Rate or fifty one and one-half cents (\$.0515), whichever is higher, to the Partnership for each Medicaid Funded
The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:



Date:

3/18/20

For the Employer:



Date:

3/18/2020

SEIU 775 – Chesterfield
2025-2027 – Complete CBA
Union Proposal V07

Time - _____

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.

B. NON-MEDICAID-FUNDED HOURS WORKED

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

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

Tentatively Agreed To:


For the Union:



Date:

3-18-2026

For the Employer:



Date:

3/18/2026

SEIU 775 – Chesterfield
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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 the Training Rate or fifty-one and one-half cents (\$0.515), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid time off, and training hours.


SECTION 21.4.2 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.

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

Tentatively Agreed To:


For the Union:



Date:

3-18-26

For the Employer:



Date:

3/18/2026

SEIU 775 – Chesterfield
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SECTION 21.4.3 ADVANCED TRAINING

The parties agree to participate in an advanced skills training track designed for agency workers who support clients who are in the high-risk/high medical cost category and/or experience behaviors of significant frequency and intensity based on criteria to be established by the Labor-Management Committee. The criteria may take into account the acuity of the client served by the worker, seniority, and other factors that would indicate a client or worker who would benefit from advanced training. If necessary, the Training Partnership may establish criteria for prioritizing available classroom slots.

A. To participate in the advanced skills training track, providers:

1. Must be an agency provider with (i) a valid Home Care Aide certification or (ii) exempt from certification under RCW 18.88B.041 (1)(a)(i)(A) or (iii) RCW 18.88B.041 (1)(a)(i)(B) and has completed seventy (70) hours of basic training, or be nurse delegated or have completed a previous version of advanced training provided by the Training Partnership prior to 2016; and

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

Tentatively Agreed To:

For the Union:

_____ 

Date:

_____ 3-18-28

For the Employer:

_____ 

Date:

_____ 3/18/2028

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

The number of available slots for Chesterfield employees who can attend Advanced Training shall be determined solely by the Training Partnership. The Employer may establish an annual limit on the number of employees who can participate in advanced training.


The Employer shall implement its own developed and approved training curriculum which will be launched by January 2026. Prior to its launch, effective October 25, 2025, the Employer will utilize Cornerstone, Relias and other State approved third party training vendors to ensure ongoing caregiver development and compliance.

The Employer shall implement a State approved 5-hour Safety & Orientation, 70-hour Basic Training and Continuing Education program that fully meets all State of Washington training standards and requirements. The Employer training program will be delivered through a

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

Tentatively Agreed To:

For the Union:



Date:

3/18/26

For the Employer:



Date:

3/18/26

SEIU 775 – Chesterfield
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~~combination of in-person, live remote (synchronous), and self-paced remote (asynchronous) formats. This blended approach ensures flexibility, accessibility, and comprehensive learning for all worker while maintaining compliance with State training standards and requirements.~~

~~The Employer shall provide training at most of its statewide offices as well as at third party locations or facilities that meet suitability criteria. These locations will be utilized to support all in-person training sessions as part of its comprehensive training program. These locations provide accessible, local options for caregivers to complete the required training.~~

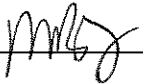
~~At no time will a caregiver be responsible for any training costs. The Employer shall fully cover all expenses related to training including classes, testing and any training materials.~~

~~The Employer shall utilize a combination of the Relias, WellSky and Paylocity platforms for its Learning Management System to effectively track and manage caregiver training records and compliance.~~

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

Tentatively Agreed To:

For the Union:



Date:

3-18-26

For the Employer:



Date:

3/18/2026

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SECTION 21.1: TRAINING PARTNERSHIP

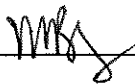
Recognizing our mutual commitment to development of a workforce capable of meeting the increasingly acute needs of the people served by home care and our encouragement of the development of human potential, the Employer will contribute to a fund for training and skills upgrading, known as the Training Partnership, pursuant to RCW 74.39A.009 and 74.39A.360.

The Training Partnership will possess the capacity to provide training, peer mentoring, workforce development, and other services to individual providers. The Employer shall become and remain a participating Employer in such a Partnership during the complete life of this Agreement, and any extension thereof.

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

Tentatively Agreed To:

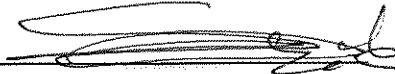
For the Union:



Date:

3-18-20

For the Employer:



Date:

3/18/2020

SEIU 775 – Chesterfield
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Time - _____

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. This benefit shall also be administered by the Training Partnership.

SECTION 21.2: CONTRIBUTIONS

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 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.

A. ~~MEDICAID FUNDED HOURS WORKED~~

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

Tentatively Agreed To:

For the Union:



Date:

3-18-26

For the Employer:



Date:

3/18/2026

SEIU 775 – Chesterfield
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Effective July 1, 2023, the Employer shall contribute the Training Partnership Rate or forty-nine and one-half cents (\$0.495), whichever is higher, to the Partnership for each Medicaid-Funded Hour worked, of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Medicaid-Funded Hour(s), worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid time off, and training hours.

Effective July 1, 2024, the Employer shall contribute the Training Partnership Rate or forty-eight and one-half cents (\$0.485), whichever is higher, to the Partnership for each Medicaid-Funded Hour worked of which two and one-half cents (0.025) can be used to support the certification and testing benefit. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid time off, and training hours.

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

Tentatively Agreed To:

For the Union:

MSJ

Date:

3/18/20

For the Employer:

[Signature]

Date:

3/18/2020

SEIU 775 – Chesterfield
2025-2027 – Complete CBA
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Time - _____

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

~~B. NON-MEDICAID-FUNDED HOURS WORKED~~

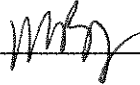
Effective July 1, 2023, the Employer shall contribute the Training Rate or forty-nine and one-half cents (\$0.495), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked, can be used to support the certification and testing benefit of which two and one-half cents (\$0.025). 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, the Employer shall contribute the Training Rate or forty-eight and one-half cents (\$0.485), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this

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

Tentatively Agreed To:

For the Union:




Date:



For the Employer:



Date:



SEIU 775 – Chesterfield
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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.

SECTION 21.3 TRUST AGREEMENT

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

SECTION 21.4 ADVANCED TRAINING FOR ADVANCED HOME CARE AIDE SPECIALISTS AND ADVANCED BEHAVIORAL HOME CARE AIDE SPECIALISTS

If the Training Partnership offers it the parties agree to participate in an advanced skills training track designed for agency workers who support clients who are in the high-risk/high medical cost category and/or experience behaviors of significant frequency and intensity based on criteria to be established by the Labor-Management Committee. The criteria may take into

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

Tentatively Agreed To:

For the Union:

MSS

Date:

3-18-26

For the Employer:

[Signature]

Date:

3/18/2026

SEIU 775 – Chesterfield
2025-2027 – Complete CBA
Union Proposal V07

Time - _____

account the acuity of the client served by the worker, seniority, and other factors that would indicate a client or worker who would benefit from advanced training.

A. To participate in the advanced skills training track, providers:

- 1.3. Must be an agency provider with (i) a valid Home Care Aide certification or (ii) exempt from certification under RCW 18.888.041 (1)(a)(i)(A) or (iii) RCW 18.888.041 (1)(a)(i)(B), has at least 1,000 Career Cumulative Hours, and has completed seventy (70) hours of basic training, or has completed a previous version of advanced training provided by the Training Partnership; and
- 2.4. Must meet any other criteria established by the LMC.

The number of available slots for Chesterfield employees who can attend Advanced Training shall be determined solely by the Training Partnership. The Employer may establish an annual limit on the number of employees who can participate in advanced training.

The Employer shall fully honor all current caregivers who have completed Advanced Training and shall continue to compensate them accordingly. Additionally, the Employer shall honor new hires who have already completed Advanced Training by ensuring they receive the appropriate Advanced Training rate differentials.

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

Tentatively Agreed To:

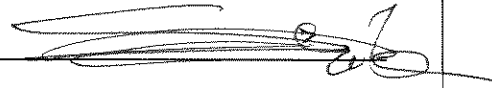
For the Union:



Date:

3/18/26

For the Employer:



Date:

3/18/2026

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~~In the future, the Employer shall develop its own Advanced Training curriculum to further support caregiver development and address evolving training needs.~~

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

Tentatively Agreed To:

For the Union:

MBJ

Date:

3-18-20

For the Employer:

[Signature]

Date:

3/18/2020

SEIU 775 – Chesterfield

2025-2027 – Complete CBA

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ARTICLE 23: SECURE RETIREMENT BENEFITS

SECTION 23.1: PARTICIPATING IN A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST

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

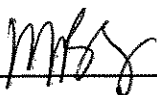
SECTION 23.2: CONTRIBUTIONS TO RETIREMENT TRUST

The hourly contribution rate to the Retirement Trust shall be the hourly contribution rate established by to 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

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

Tentatively Agreed To:

For the Union:

_____ 

Date:

_____ 3-18-26

For the Employer:

_____ 

Date:

_____ 3/18/2026

SEIU 775 – Chesterfield

2025-2027 – Complete CBA

Union Proposal V02 10/09/2025 Time - _____

during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this Section 23.2.

A. 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 fifty cents (iii) (\$0.50) for each Medicaid-Funded hour worked by all home care workers covered by this Agreement with less than seven hundred one (701)~~


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

Tentatively Agreed To:

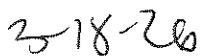
For the Union:



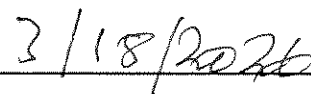
For the Employer:



Date:



Date:



SEIU 775 – Chesterfield

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Union Proposal V02 10/09/2025

Time - _____


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

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

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

Tentatively Agreed To:

For the Union:



Date:

3-18-26

For the Employer:



Date:

3/18/2026

SEIU 775 – Chesterfield

2025-2027 – Complete CBA

Union Proposal V02 10/09/2025

Time - _____

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.

B. Non-Medicaid-Funded Hours Worked

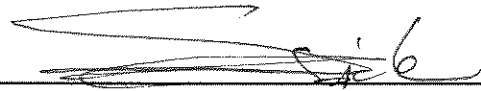
The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:



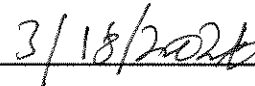
For the Employer:



Date:



Date:



SEIU 775 – Chesterfield

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Union Proposal V02 10/09/2025


Time - _____

Effective July 1, 2023, the Employer shall contribute the Retirement Rate or eighty cents 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) (\$0.80), whichever is higher, to the Trust for each Non-Medicaid-Funded hour worked by all home care workers covered by this Agreement with seven hundred and one (701) or more cumulative career hours and (iii) fifty cents (\$0.50) for each hour worked by all home care workers covered by this Agreement with less than seven hundred and one (701) cumulative career hours. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care

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

Tentatively Agreed To:

For the Union:

_____ 

Date:

_____ 3-18-26

For the Employer:

_____ 

Date:

_____ 3/18/2026

SEIU 775 – Chesterfield

2025-2027 – Complete CBA

Union Proposal V02 10/09/2025 Time - _____

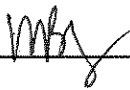
program that are paid by a payor other than Medicaid, excluding vacation hours, paid time off, and training hours.

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

Tentatively Agreed To:

For the Union:



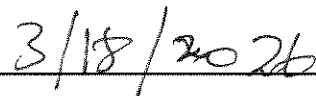
Date:



For the Employer:



Date:



SEIU 775 – Chesterfield

2025-2027 – Complete CBA

Union Proposal V02 10/09/2025

Time - _____

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.

~~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.~~

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

Tentatively Agreed To:

For the Union:

_____ 

Date:

_____ 3-18-20

For the Employer:

_____ 

Date:

_____ 3/18/2026

SEIU 775 – Chesterfield

2025-2027 – Complete CBA

Union Proposal V02 10/09/2025 Time - _____

Contributions required by this Section 23.2 shall be paid periodically as required by the Trust.

SECTION 23.3: 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.

SECTION 24 RETIREMENT SAVING PLAN

During the life of this agreement the employer will work with the Labor Management Committee to investigate the feasibility of an individual retirement savings plan in the form of a 401k or 403b for bargaining unit employees.

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

Tentatively Agreed To:

For the Union:



For the Employer:



Date:

3-18-26

Date:

3/18/2026

ARTICLE 24: DISPATCHED WORKERS

SECTION 24.1: GENERAL

The Employer may establish the position of Dispatched Home Care Aide (“DHCA”). If the Employer uses DHCAs, it shall establish and post open DHCA hours as needed and based upon client service demands. DHCAs are used to temporarily fill emergencies, substitute and/or difficult to staff assignments and to mentor new employees. DHCAs shall not be granted client assignments on a regular or long-term basis.

SECTION 24.2: DISPATCHED HOURS

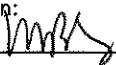
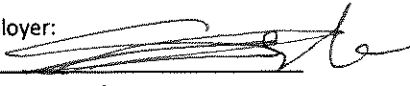
DHCAs shall be paid on a regular, guaranteed hours’ basis to include mileage for travel from home or office to first client and travel from last client home to home or back to the office. Full-time DHCAs shall be available for and paid for forty (40) hours per week, regardless of whether or not client hours are available during this time. Part-time DHCAs who are assigned less than a fulltime schedule shall be available for and paid for the number of weekly hours they work in a "dispatched" assignment and regardless of whether or not client hours are available during this time. All DHCAs shall be advised of their "on duty" schedule to include a daily start and end time.

SECTION 24.3: DISPATCH POSITION, OPENING AND ASSIGNMENT

Each Labor Management Committee that includes an Employer that establishes the DHCA position shall develop a written DHCA Job Description, which shall be attached as a part of the Agreement. Openings for DHCA positions shall be filled based on the level of demonstrable skills as delineated in the Dispatched Worker Job Description and in compliance with any recognized mentoring program or standard. In filling open DHCA positions among competing qualified candidates, seniority shall apply. A home care worker’s ability to perform non-home care aide duties (including, but not limited to, office clerical work) shall not be considered when filling DHCA vacancies.

DHCA positions shall be opened and filled at the discretion of the Employer. The Employer may require DHCAs to wait by the phone at home, or to perform non-home care worker duties in the Employer’s office, during hours for which the DHCA is being paid. DHCA s

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

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date:	Date:
<u>3-18-26</u>	<u>3/18/2026</u>

ARTICLE 30: SUCCESSORSHIP & SUBCONTRACTING

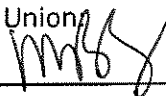

SECTION 30.1: SUCCESSORSHIP

The Employer agrees to notify the Union in the event any transaction is contemplated which may affect the interests of members of the Union. The Employer agrees to notify any potential purchaser of its collective bargaining agreements with the Union and will make acceptance of such Agreements a condition of any sale, purchase, or any other form of transfer of its business, in whole or in part, to any other person or entity.

SECTION 30.2: SUBCONTRACTING

The Employer will not subcontract any bargaining unit work. In the event that the Employer enters into any business relationship which may impact bargaining unit members, such Employer(s) will notify the Union promptly and enter into bargaining at the request of the Union.

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

<i>Tentatively Agreed To:</i>	
For the Union 	For the Employer: 
Date: 3-18-26	Date: 10/24/25

SEIU 775 – Chesterfield
2025-2027 – Complete CBA
Union Proposal - 06/23/2025

Time - _____

ARTICLE 31: LOBBY DAY / HOMECARE ADVOCACY DAY



The Employer agrees to grant up to seven (7) percent of bargaining unit employees, based on a first-come, first-served basis, two (2) paid leave days designated by the Union for the general purpose of public action and lobbying the legislature to increase payments to home care agencies and their employees or for other issues of importance to the home care industry and the Union.

~~The Union shall submit to the Employer a list of those employees who attended the designated advocacy days within 14 days following the event to verify attendance for the Employer's purpose of paying leave.~~

The Union shall designate in writing to the Employer the employees who are requesting such leave. 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 Home Care Lobby Day shall receive their regular rate of pay for their regularly scheduled hours on that day, granted that employees' attendance can be verified by a Union representative. Such time shall not be counted for the purpose of overtime computation.

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

<i>Tentatively Agreed To:</i>	
For the Union:  _____	For the Employer:  _____
Date: 3-18-26 _____	Date: 3/18/2026 _____

ARTICLE 35: TERM OF AGREEMENT

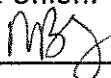
This Agreement shall be effective July 1, 202~~5~~³, for the Union and Chesterfield Health Services and shall remain in full force and effect, as amended by mutual written agreement of the Parties, through June 30, 202~~7~~⁵.

In the event that during the term of this Agreement, the State substantially changes the anticipated and established vendor rate for contracted services provided by any Employer and/or there is any other change that lowers or increases the level of reimbursement established at the time of the signing of this Agreement, the Parties agree to reopen this Agreement immediately for negotiations on all economically impacted sections.

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

Tentatively Agreed To:

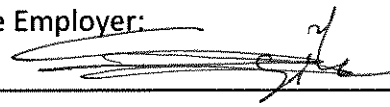
For the Union:



Date:

3-18-26

For the Employer:



Date:

3/18/2026

MEMORANDUM OF UNDERSTANDING BETWEEN SEIU 775 AND CHESTERFIELD
LABOR RATE CONTINGENCY AND REOPENER PROVISION

The wage and benefit provisions outlined in Articles 16 (Holidays), 17 (Travel Provisions), 18 (Health and Welfare Trust Fund Benefits), 19 (Paid Time Off), 20 (Wages and Premiums), 21 (Home Care Training and Certification)), 23 (Secure Retirement Benefits) and Appendix A of the 2025–2027 Collective Bargaining Agreement between SEIU 775 (the Union) and Chesterfield (the Employer) are contingent upon the Washington State Legislature maintaining the applicable portion of the vendor rate for the purposes of this agreement of at least \$35.81 in Fiscal Year 2026 and \$37.90 in Fiscal Year 2027.

For the purposes of this MOU, the Union and Employer consider the applicable portions of the vendor rate to include components that fund caregiver wages and benefits as outlined in this agreement and associated employer taxes. If the Legislature maintains a vendor rate that is lower than the amounts listed above, the Union and the Employer shall, upon written notice by the Employer, meet to negotiate a Memorandum of Understanding (MOU) to modify the provisions of Articles 16, 17, 18, 19, 21, 23, and Appendix A in accordance with the funded rate. Should changes to the vendor rate be limited to the excluded components listed above, this provision shall not apply.

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 in the calendar year in which it seeks to bargain.

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

<p>Tentatively Agreed To:</p> <p>For the Union: <u>MBZ</u></p> <p>Date: <u>12-18-2025</u></p>	<p>For the Employer: <u>[Signature]</u></p> <p>Date: <u>12/18/2025</u></p>
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SEIU 775 – Chesterfield
2025 - 2027 CBA Negotiations
Union Proposal – 12/04/2025

ARTICLE XXY: USE OF ARTIFICIAL INTELLIGENCE (AI)

SECTION XXY.1 PROHIBITED USES OF AI

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

SECTION XXY.12 NOTIFICATION AND BARGAINING REQUIREMENTS

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

The employer agrees to enter into good faith bargaining over new Artificial Intelligence initiatives that materially impact employee working conditions.

SECTION XXY.25 DATA PROTECTION AND PRIVACY

The Employer shall not input, share, or utilize any personally identifiable information (PII) of bargaining unit employees—including names, Social Security numbers, addresses, or work histories—in any AI system without prior written Union consent. All data usage involving AI by the employer and its contracted vendors must comply with applicable laws, the collective bargaining agreement, and industry privacy standards, ensuring PII remains confidential, secure, and used only for authorized purposes.

The Employer shall not input, share, or utilize any personally identifiable information (PII) of bargaining unit employees—including names, Social Security numbers, addresses, or work histories—in any AI system the Employer does not have a written service agreement with without prior written Union consent.

In the event of unauthorized access, misuse, or data breach involving bargaining unit data in AI systems, the Employer shall promptly notify all employees affected, the Union and implement corrective actions. The Union will also be notified.

Commented [MB1]: Reject strike.

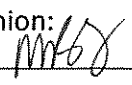

The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:	
For the Union: <u>MB3</u>	For the Employer: <u>[Signature]</u>
Date: <u>1-29-2026</u>	Date: <u>1/29/2026</u>

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

- Article 1. Recognition
- Article 5. Client Rights
- Article 6. Probation
- Article 7. Seniority
- Article 8. Discipline and Just Cause
- Article 9. Grievance Procedure
- Article 11. Labor Management Committees
- Article 13. Payroll Records and Pay Periods
- Article 15. Union Leaves of Absence
- Article 17. Travel Provisions
- Article 22. Meal and Rest Periods
- Article 25. Layoff and Recall
- Article 26. Management Rights
- Article 27. No Strike or Lockout
- Article 28. Modification and Past Practice
- Article 29. Savings and Modification
- Article 32. No Harassment and No Retaliation
- Article 33. Electronic Visit Verification

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: <u>3-18-26</u>	Date: <u>3/18/2026</u>

