

ARTICLE 4: UNION RIGHTS

SECTION 4.1: ADVOCATES OR WORKER REPRESENTATIVES

For purposes of representation, communication and mutual administration of the contract, the Union will designate Advocates or worker representatives from among its members employed by the Employer. The Advocate position is the worker representative position responsible for handling representational meetings, grievance and disciplinary issues with the Employer. The Union will notify the Employer when an Advocate or worker representative has been designated. The Employer agrees to recognize up to 3% of its workforce as Advocates in each city/community. If a city/community has less than twenty (20) employees, the Employer will recognize up to one (1) Advocate.

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The Employer agrees to compensate designated Advocates or worker representatives at their regular rate of pay for their involvement in certain limited labor relations activities. These activities are defined as participation on the Labor-Management Committee while during regular working time; actual time spent in grievance meetings provided that the Advocate or worker representative notifies the immediate supervisor(s) in advance and the supervisor(s) approve; and other approved and regularly scheduled committees and work groups that benefit both the Union and the Employer by prior mutual agreement, as defined in Article 9 – Activities of Shared Interest. Advocates or worker representatives shall have the obligation to inform and seek advance approval from their supervisors in advance when they wish to utilize time as an Advocate and shall follow all usual scheduling procedures to ensure client care coverage.

SECTION 4.2: UNION COMMUNICATIONS

The Employer shall provide a binder or notebook in an area accessible to employees in each office

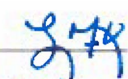
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For the Union: 

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For the Employer:


Date: 6/24/2026

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for union postings. The Union will provide a copy of materials to the Employer in advance for notification purposes.

SECTION 4.23: ON-BOARDING/NEW EMPLOYEE ORIENTATION

Worker representatives shall have a maximum of thirty (30) minutes at a designated time, as determined by the parties during each orientation of new employees to make a presentation about the Union and answer questions. Such presentation can be in person or by phone or video conference. The Employer shall provide the Union with access to new employee orientations conducted statewide, including those held simultaneously across multiple locations. When orientations are conducted on the same day in multiple communities, the Employer shall ensure the Union is provided with access via video conference (including Zoom or a comparable platform) at the designated time so that the Union may present to all new employees.

Currently, these meetings are held on the 7th and 22nd of the month (or the preceding Friday or following Monday if these dates fall on the weekend). If the Employer changes the frequency and/or the days of the month, the Employer will provide the Union with at least two weeks' notice and meet to reach agreement on an alternative process to ensure all new employees receive the Union orientation.

In the event that the technology for video or phone access fails, or if an orientation is canceled or rescheduled by the Employer, the Employer shall promptly provide the Union with an alternative opportunity to present to all affected new employees, including a rescheduled orientation or a recorded session with live follow-up for questions.

The Union shall have the right to include written information on any orientation video tape or other basic written employment materials produced by the Employer for the purposes of new employee orientation. Should a newly hired employee or Union representative be unavailable to

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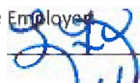
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attend an orientation, the Employer and the Union shall work in partnership to ensure that the Union will be able to contact such employees in the future.

Management or supervisory personnel may not be present during Union presentations unless mutually agreed to by the Union and the Employer. Such meetings shall not disrupt the orientation schedule and will be part of the Employer's orientation process. The Union must inform the Employer if it will not be able to attend the ~~of its desire to address the bargaining unit members~~ at a scheduled On-Boarding Training at least two (2) days in advance.

In the event a Union Representative is unable to be present at the Employer's new employee orientation, the Employer shall provide a list which includes the new employees' name, phone number, email address and mailing address.

SECTION 4.4: ACCESS TO EMPLOYER PROPERTY

4.4.1: OFFICES


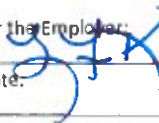
The Employer welcomes the authorized representative(s) of the Union to use its local office meeting rooms with notice and approval. The Union may use designated meeting rooms of the Employer for meetings, conducting Union business and adjusting grievances, provided that space is available and will not disrupt the operations of the business.

4.4.2: PERSONNEL FILES

With forty-eight (48) hours' notice, an employee may review material in his or her file in the presence of the employee's supervisor or an employee of the Human Resources Department.

An employee may obtain a copy of his or her personnel file upon written request. The Human Resources Department will copy the requested file within a reasonable length of time, usually within five (5) business days and per the employer's policy. No disciplinary documents shall be

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retained by the employer in the employee personnel file without the employee’s knowledge.

SECTION 4.5: COMMUNICATIONS

The Employer’s internal online platform will contain a link to the SEIU 775 website and membership card. Prior to its publication, the Employer will notify the Union of its newsletter so that the Union may submit information for inclusion or distribution.

Commented [SY2]: Agree to current contract language

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ARTICLE 6: JUST CAUSE FOR DISCIPLINE AND DISCHARGE

SECTION 6.1: JUST CAUSE AND THE RIGHT TO REPRESENTATION

To ensure orderly operations and provide the best possible work environment, all employees are expected to follow rules that will protect the interests and safety of all employees and clients. The Employer shall have the right to discipline and/or to discharge non-probationary employees for Just Cause. Just Cause shall be defined to include legitimate reasons, as defined by employer policies/practice.

Communications between supervisors and employees about disciplinary matters shall be respectful and discipline shall be for the purpose of improving performance.

Progressive discipline will not be applied when the nature of the offense is cause for immediate discharge, such as serious misconduct, as defined by employer policies. In addition, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense in accordance with the provisions of Just Cause.

Employees who are discharged will be sent a final paycheck no later than the next scheduled pay date for the hours worked for that pay period. This final paycheck will include payment for all hours worked including earned vacation hours, and other time/information as required by state and/or federal law.

Commented [SY1]: Agree to Employer's Proposal

In the case of any form of discipline including termination of employment, the employee's disciplinary action shall include a description of the conduct that is the basis for the disciplinary action(s). The Employer will strive to identify specific corrective action(s) that the employee is expected to take to improve their performance.

Employer Investigations and Fact-Finding:

Prior to issuing a verbal warning, written reprimand, disciplinary suspension, demotion or

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termination, the Employer shall attempt to meet with the employee to investigate and gather facts. The Employer shall advise the employee of the purpose of the investigatory meeting and that the meeting could lead to disciplinary action and shall advise the employee of his/her/their right to request the presence of an Advocate or Union Representative in the meeting. If an employee requests the presence of an Advocate or Union Representative, the Employer will make a reasonable attempt to schedule a meeting when the participating Advocate or Union Representative and employee are available to meet. Advocates or Union Representatives may participate by phone or via video conference, if unavailable in person.

The unavailability of an Advocate or Union Representative for a meeting date shall not unreasonably delay or impede the Employer's investigation or decision to take disciplinary action.

The Employer shall attempt to complete investigations in a timely and efficient manner.

In the event the Employer's investigation takes longer than five (5) business days, the employee will be notified and provided with an expected date for the conclusion of the investigation.

Employees suspended pending the outcome of an investigation may utilize Paid Time Off (PTO), vacation and/or banked holidays the employee has accrued. In the event the employee is reinstated, the PTO, vacation, and/or banked holidays used by the employee will be fully restored to the employee. The Employer will inform an employee of their ability to use their accrued Paid Time Off (vacation, personal time and/or banked holidays) at the time of the suspension. Such notification will be in writing. If the Employer determines that an unpaid suspension is to be part of the employee's corrective action and reinstatement, the restoration of hours will not include the unpaid suspension hours.

Commented [SY3]: Struck unemployment language. Our thoughts are that as part of the suspension notice, notice that the employee may use their PTO is included.

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SECTION 6.2: NOTIFICATION OF FORMAL DISCIPLINARY ACTION/WRITTEN JUSTIFICATION FOR DISCIPLINE FOR CAUSE

In the case of any written reprimand or termination of employment/discharge for cause, the Employer shall give a copy of the disciplinary action to the employee, stating the reasons for the discipline or termination of employment. The document shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice:

“Signing this document indicates that you have received a copy of the document but does not indicate that you agree or disagree with its contents. You may have the right to contest this action through filing a grievance, if you believe this action violates the Collective Bargaining Agreement between AWARE and SEIU 775. You may contact your Advocate, worker representative or the SEIU 775 office at 1-866-371-3200.”

The lack of the employee’s signature on the notice shall not be grounds for nullifying or challenging the notice or any ensuing disciplinary action where reasonable evidence shows that the Employer attempted to inform the employee of the investigation, pending or actual discipline.


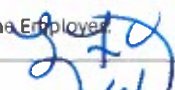
SECTION 6.3: DISCHARGE

Within seven (7) calendar days after any discharge for cause, the Employer shall notify the Union in writing (by fax or email) of the suspension or discharge and the reason for this action and shall attach a copy of the disciplinary notice signed by the employee or provided to the employee.

SECTION 6.4: INVESTIGATION OF JUST CAUSE BY UNION

An Advocate or Union Representative shall have the right to interview employees and management personnel and gather information concerning specific and identifiable disciplinary

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matters. Such interviews shall not interfere in any way with the Employer’s business activity. Should a client complaint be involved, the Employer will attempt to provide a copy of the clients’ written complaint, if any, with all identifiers removed, so long as the removal of identifiers adequately protects the confidentiality rights of the client and the provision of the complaint does not violate federal, state, local laws, or regulations. No client is required to provide written statements. All issues relating to fact-finding by the Union shall be confidential in nature.

SECTION 6.5: EMPLOYER RULES


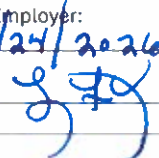
The Employer may establish work rules necessary to regulate employees’ conduct at work. Work rules shall be reviewed with new employees who will sign a form provided by the Employer to confirm their understanding of the Employer’s rules and made available to all employees and the Union. The Employer will advise the Union of any proposed changes to the work rules thirty (30) days in advance. Recognizing the varying needs of clients, rules regarding delivery of client care, and rules regarding client and staff safety may vary from worksite to worksite in order to assure the delivery of quality care and safety.

SECTION 6.6: PERSONNEL FILES

Any information about the employee may be included in the personnel file, including without limitation information regarding disciplinary action, such as client complaints, warnings, ~~placements on extension of probationary~~ status, and formal evaluation reports prepared by the Employer. Information about review of an employee file is contained in Article 4.4.2 of this Agreement.

Twelve (12) months without any disciplinary action will generally result in the last step not being considered. The Employer will notify the Union when circumstances result in the Employer determining that a specific discipline will be considered (egregious action or behavior,

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for example) beyond the general rule of twelve (12) months.

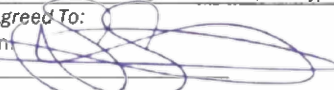

SECTION 6.7: REGULATORY INVESTIGATIONS

Should a regulatory agency initiate an investigation of an employee that requires suspension or removal from any client, but does not require suspension or removal from all work, the Employer will attempt to assign the employee other suitable work until the investigation is complete if permitted by state law or regulation.

If, following the conclusion of a regulatory investigation, it is determined by the Employer, or the regulatory agency that the employee is to be disciplined, up to and including discharge, the notification provisions of section 7.1 (notification of right to representation) will apply.

If the investigation indicates that disciplinary action is unnecessary, the Employer will make reasonable efforts to reinstate the employee to the same hours and position and the employee shall be compensated at their regular rate of pay for all hours lost.

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ARTICLE 7: DISPUTE RESOLUTION PROCEDURE

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SECTION 7.1: DEFINITION OF A DISPUTE

A dispute is defined as an alleged violation of the provisions of this Agreement or specific past practices applicable to members of the bargaining unit, as specifically contained in the Employer’s written policies and procedures that are in effect upon the date of ratification of this Agreement, and which have not been altered or amended by this Agreement. The Union and the Employer are mutually committed to resolving disputes at the lowest level possible, where practicable, and in an expedient manner.

SECTION 7.2: TIME LIMITS

The purpose of time limits within the dispute resolution procedure is to encourage the swift resolution of disputes. Time limits may be extended or waived at any step in the dispute resolution procedure by mutual agreement of an authorized Employer representative and the Union. The Union may withdraw its dispute/grievance at any step in the dispute resolution process. The Parties agree the dispute/grievance may be resolved at any stage of the dispute resolution process provided that all appeals are timely.

SECTION 7.3: GRIEVANCE STEPS

Disputes/grievances shall be handled in the following manner:

Step One: The grievant and/or Advocate or Union staff representative shall present a dispute/grievance in writing to the Human Resources Officer or their designee within fourteen (14) calendar days after the employee should reasonably have learned of the event giving rise to the dispute/grievance or within fourteen (14) calendar days after the event giving rise to the dispute/grievance, whichever is later. Upon request, the Employer will extend the deadline to

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file a grievance up to ten (10) days.

The written dispute/grievance must contain the following information:



- the exact nature of the dispute/grievance;
- the act or acts alleged to be violations of the Agreement, an Employer policy or the Employer's past practice that is not specifically addressed in this Agreement;
- when the alleged act(s) occurred;
- the identity of the grievant or grievants; (e) the specific article or provision of this Agreement or the past practice applicable to members of the bargaining unit, as specifically contained in the Employer's written policies and procedures that are in effect upon the date of ratification of this Agreement, and which have not been altered or amended by this Agreement alleged to have been violated;
- the remedy proposed to attempt to resolve the dispute.

With request from the Union, the Human Resources Officer or their designee shall meet with the Union for the purpose of discussing the issues contained in Grievance. The Human Resources Officer or their designee shall respond in writing to the dispute/grievance within fourteen (14) calendar days of the presentation to agree to solve the dispute/grievance with the remedy specified by the Union or an alternative remedy or to deny the dispute/grievance. The Human Resources Officer or their designee's response shall be addressed to both the grievant and the Union. If requested by the Employer, the Union will extend the deadline to issue a response by up to ten (10) days. Should the Human Resources Officer or their designee fail to respond within this timeframe, or any extension thereof, the Union shall have the right to forward the issue to the next step.

Step Two: If no resolution or settlement is reached between the grievant and the supervisor at Step One, the grievant or the Union may file a written appeal of the supervisor's decision rendered in Step One to the Chief Executive Officer or their designated representative. The

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employee or an Advocate or the Union staff representative shall file this written dispute/grievance within fourteen (14) days after his/her receipt of the supervisor's decision from Step One.

A meeting with the Chief Executive Officer or ~~his/her~~ their designated representative, the grievant and the Union representative shall be held not later than fourteen (14) calendar days after receipt of the written appeal, unless otherwise modified or waived by the parties. The Chief Executive Officer or their designee shall respond in writing to the dispute/grievance within fourteen (14) calendar days of the presentation to agree to solve the dispute/grievance with the remedy specified by the Union or an alternative remedy or to deny the dispute/grievance. The Chief Executive Officer's response shall be addressed to the grievant and the Union and shall be copied to the Human Resources Officer. This response shall be final and binding on the employee, the Union and the Employer, unless it is timely appealed to arbitration by the Union in accordance with this Article.

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Mediation (Optional)

Should the parties fail to resolve the Grievance at the Step 2 meeting, either party may request that the Dispute/Grievance be submitted to mediation no later than fourteen (14) calendar days following the date on which the Employer submits its written Step 2 Grievance Response to the Union. Upon a timely request, both parties shall enter into good faith mediation including using the services of Federal Mediation and Conciliation Services ("FMCS") or another mutually agreed upon Mediation Service offered locally. Each party shall bear their own costs associated with preparing for the mediation. The mediation costs, if any, shall be split equally between the parties. The mediation shall be conducted within thirty (30) days unless the parties are unable for good reason to schedule the mediation in that time period. In no event shall mediation be conducted later than sixty (60) days after a timely request for mediation unless

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the parties agree in writing. Mediation shall apply only to grievances that involve termination, demotion, or an issue that affects an employee's compensation.

SECTION 7.4: REQUEST FOR ARBITRATION

Prior to invoking Arbitration, the party seeking Arbitration must have participated in mediation in good faith unless both parties agree in writing to skip mediation and proceed directly to Arbitration. If the Dispute/Grievance is not resolved in mediation, or the parties have mutually agreed in writing to forgo mediation, a party may submit a written demand for Arbitration no later than fourteen (14) days following the conclusion of the unsuccessful mediation or written agreement to forgo mediation. Arbitration shall apply only to grievances that involve termination, demotion, or an issue that affects an employee's compensation.


In the event that a dispute/grievance proceeds to arbitration, the Parties shall make a good faith effort to agree on an arbitrator. In the event the Parties are unable to agree, and not later than five (5) days from receipt of the request by the Union for arbitration, the Parties shall select an arbitrator as follows:

- a) The Montana Department of Labor and Industries (MDLI) shall provide a list of five (5) arbitrators to the Union and to the Employer.
- b) Within five (5) working days after receipt of the list of arbitrators, the parties shall select an arbitrator through the process of elimination by alternately striking names. The party to strike first shall be selected by a toss of the coin.

OR

The Parties may mutually agree to a list of arbitrators to be

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used during the term of this Agreement and shall select any arbitrator whose schedule permits timely hearing of the grievance.

SECTION 7.5: ARBITRATION

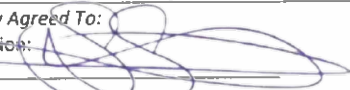

The jurisdiction of the impartial arbitrator is limited to:

- a) Adjudication of the grievance setting forth the issue or issues to be arbitrated;
- b) Interpretation of the specific terms of this Agreement or past practices applicable to members of the bargaining unit, as specifically contained in the Employer’s written policies and procedures that are in effect upon the date of the ratification of this Agreement, and which have not been altered or amended by this Agreement of the Employer which are applicable to the particular issue presented to the arbitrator;
- c) The rendering of a decision or award that in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or that is in conflict with any of the provisions of this Agreement; and
- d) The rendering of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties.
- e) The rendering of a decision involving the administration or interpretation of insurance plans or contracts. The arbitrator shall not have jurisdiction over internal rules of the insurance plan itself which are outside the Employer’s or the Union’s control.

SECTION 7.6: ARBITRATION DECISION AND COSTS

The arbitrator will render a decision within thirty (30) calendar days after the conclusion of the



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hearing or within thirty (30) calendar days following any period allowed for the filing of post-hearing briefs. The decision shall be final and binding upon the Employer, the Union and the employee(s) affected. The costs of the arbitration, including professional services for preparation of transcripts (if agreed by the parties) shall be divided equally between the Union and the Employer. Any fees for witnesses shall be borne by the party calling such witness.

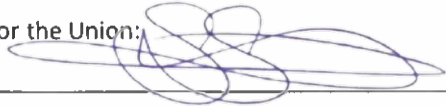

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ARTICLE 12: LONGEVITY

Employees completing the six (6) month probationary period shall be credited with longevity retroactive to date of hire. Longevity shall be defined as the length of service within the bargaining unit from date of hire. Longevity shall be used to determine wage rates within their classification and entitlement to other benefits for which length of service is a condition of entitlement. Employees who transfer from one office to another, or work in more than one office, shall keep his or her place in longevity.

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ARTICLE 16: PAID TIME OFF (VACATION, SICK, AND PERSONAL TIME)

SECTION 16.1: VACATION ACCRUAL

Full and part-time employees are eligible to accrue and use paid time off. Employees shall accrue at the following rate:

Hours Worked/Week	Annual Cap (for Carry-Over)	Calculation for Vacation Hours Earned
37-40 Hours/Week	40 Hours	.01924
35-36 Hours/Week	36 Hours	.01924
31-34 Hours/Week	33 Hours	.01924
29-30 Hours/Week	30 Hours	.01924
25-28 Hours/Week	27 Hours	.01924
21-24 Hours/Week	24 Hours	.01924
20 Hours/Week	20 Hours	.01924

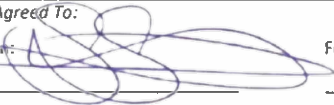

Employees shall accrue, but not be able to use, vacation during their initial probationary period.

Each employee’s vacation leave balance will be shown on their pay stub and the Employer’s timekeeping system.

SECTION 16.2: USE OF VACATION TIME AND SCHEDULING

Employees shall be eligible to take scheduled vacation time off in one-hour increments after their initial probationary period. Employees may use any accrued paid time off for single days off, or consecutive days of vacation. Employees must submit requests for vacation time off in the Employer’s timekeeping system and provide verbal (which may include email or text message) notification to their supervisor at least two (2) weeks prior to the date of vacation. The Employer will provide written notification of the acceptance or denial of the employee’s

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request within ~~three (3)~~ five (5) business days, via the Employer's timekeeping system. For vacation requests (or vacation requests combined with PTO) which are for two weeks or more, the employee must submit their request for time off at least four weeks in advance. The Employer will provide written notification of the acceptance or denial of the employee's request within five (5) business days, via the Employer's timekeeping system.

If the Employer must deny the request after making a good-faith effort to find coverage, the Employer and the employee will work together to find alternative dates immediately rather than denying the time off request.

In the event that more than one employee submits a vacation request for the same time, the request will be considered on a first-come-first serve basis. ~~too many employees request paid time off for the same time period, and the Employer cannot ensure safe client coverage, paid time off approvals shall be granted by longevity within the office or worksite to which the employee is primarily assigned.~~

SECTION 16.3: VACATION CASH-OUT

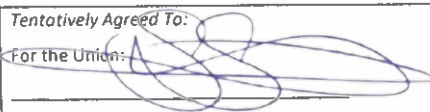

Vacation time is intended to be utilized by employees for the purposes of rest and relaxation. Hours in excess of the annual carryover amount listed in the table above will be cashed out on the employee's anniversary.

Employees whose employment terminates shall be paid for all unused, accrued vacation. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

SECTION 16.4: SICK LEAVE ACCRUAL

Employees earn .01924 hours of sick leave for each hour worked, capped at 400 hours. Each

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employee's sick leave balance will be shown on their pay stub and the Employer's timekeeping system.

SECTION 16.5: NOTICE AND PROOF OF ILLNESS

The Employer reserves the right to require reasonable proof of an employee's illness only after an absence from work of three or more scheduled workdays. The Employer also may require a doctor's release in the event that the absence from work exceeds three (3) consecutive scheduled workdays. The Employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. However, Employees shall personally notify their supervisor(s) of illness no less than two (2) hours prior to their first assignment of the day, unless there is an emergency preventing an employee from fulfilling this requirement. The Employer will maintain a twenty-four (24) hour call or paging service for employees seeking to reach supervisors. Employees who call out sick are not responsible for finding their own coverage.

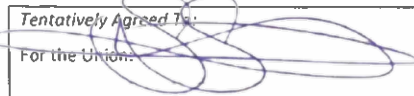

SECTION 16.6: DONATION OF SICK LEAVE

The Employer's sick-leave donation program will remain in effect during the life of this Agreement and any extension thereafter will be attached to this Agreement as Appendix C.

SECTION 16.7: PERSONAL LEAVE (PTO) ACCRUAL

Full and part-time employees are eligible to accrue and use paid time off. Employees shall accrue at the following rate:

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Hours/Week	Complete Probation	Complete One Year	Complete Year 2-4	Complete 5+ Years
37-40 Hours/Week	40 Hours	40 Hours	80 Hours	120 Hours
35-36 Hours/Week	36 Hours	36 Hours	72 Hours	108 Hours
31-34 Hours/Week	33 Hours	33 Hours	66 Hours	99 Hours
29-30 Hours/Week	30 Hours	30 Hours	60 Hours	90 Hours
25-28 Hours/Week	27 Hours	27 Hours	54 Hours	81 Hours
21-24 Hours/Week	24 Hours	24 Hours	48 Hours	72 Hours
20 Hours/Week	20 Hours	20 Hours	40 Hours	20 Hours

Each employee’s PTO leave balance will be shown on their pay stub and the Employer’s timekeeping system.

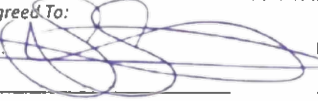

Personal Leave (PTO) is awarded on an employee’s anniversary (end of initial probationary period and year after thereafter) and must be used before the employee’s next anniversary.

Personal Leave (PTO) does not carry over. Any unused PTO will be cashed out on the employee’s anniversary date, or upon separation of employment.

SECTION 16.8: USE OF PAID TIME OFF AND SCHEDULING

Employees shall be eligible to take scheduled personal leave time off in one-hour increments after their initial probationary period. Employees may use any accrued paid time off for single days off, or consecutive days of personal leave. Employees must submit requests for personal

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leave time off in writing at least two (2) weeks prior to the date of leave. To request personal leave time off, employees must submit a formal request via the Employer's timekeeping system (Paylocity) and provide verbal (which may include email or text message) notification to their supervisor.

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For PTO requests (or requests combined with vacation) which are for two weeks or more, the employee must submit their request for time off at least four weeks in advance. The Employer will provide written notification of the acceptance or denial of the employee's request within five (5) business days, via the Employer's timekeeping system.

If the Employer must deny the request after making a good-faith effort to find coverage, the Employer and the employee will work together to find alternative dates immediately rather than denying the time off request.

In the event that more than one employee submits a vacation request for the same time, the request will be considered on a first-come-first serve basis. too many employees request paid time off for the same time period, and the Employer cannot ensure safe client coverage, paid time off approvals shall be granted by longevity within the office or worksite to which the employee is primarily assigned.

SECTION 16.9: USE OF PAID LEAVE FOR MENTAL HEALTH

The parties recognize that mental well-being is an essential component of employees' overall health. To support this, the Employer supports employees to utilize their paid leave for mental health.

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ARTICLE 18: TRAINING

Section 1: Purpose and Scope

The Employer has developed an extensive training program to assure the safety and well-being of its clients and employees, in addition to assuring quality care. As a contractor with the Montana Department of Public Health and Human Services (DPHHS) for Developmental Disabilities Services, Behavioral Health, Case Management, Early Childhood Services, and Residential Care, the Employer is required to provide training to all employees as dictated by Montana State law, Montana Administrative Rules (ARM), DPHHS rules and regulations, and applicable policies.

All core training and testing required by state regulations, ARM provisions, DPHHS contract requirements, and job descriptions will be completed at the Employer's expense.

Joint Commitment:

The Employer and the Union recognize that maintaining current certifications and completing required training is essential to providing excellent service to clients. Both parties The Employer and employees share responsibility for ensuring training is completed in a timely manner. The Employer commits to making training accessible and providing adequate notice, while employees commit to attending scheduled sessions and managing their certification requirements responsibly.

Section 2: Mandatory Training Requirements

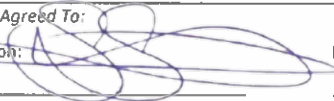

2.1 State-Required Training

All employees providing the services noted above shall complete and maintain current certifications in all training required by:

- Montana Administrative Rules (ARM)
- Montana Office of Inspector General
- Quality Assurance (QA) standards established by DPHHS
- Individual job descriptions as established by the Employer

2.2 Core Training Components

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Required training may include, but is not limited to:

- First Aid and CPR certification
- HELP (De-escalation training and therapeutic holds)
- Medication Administration training
- Rights and Abuse/Neglect Prevention and Reporting
- Positive Behavioral Supports
- Professional Care Giver
- Person-Centered Planning
- Universal Precautions and Infection Control
- Emergency Procedures and Crisis Intervention
- Documentation and Record Keeping
- HIPAA and Confidentiality
- Any other training mandated by AWARE, ARM or DPHHS regulations

2.3 Training Timelines

Employees shall complete all required training within the timelines established by Montana ARM, DPHHS regulations, and Employer policy. New employees must complete orientation and mandatory training before providing direct services to clients, or within timelines specified by state regulation.

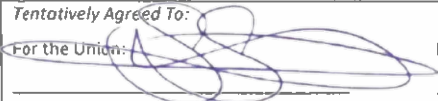

The Employer shall ensure employees are provided a reasonable opportunity to complete all required training during paid working time and prior to certification expiration dates.

Employees shall not suffer loss of pay, discipline, denial of wage progression, or removal from scheduled hours when the failure to complete training timely results from Employer scheduling, staffing, trainer availability, or administrative delay.

Employees shall not be denied contractual wage increases, anniversary increases, step increases, or other negotiated compensation unless the Employer demonstrates the employee willfully refused to attend available required training opportunities after being provided reasonable notice and opportunity. If an employee's wage increase of anniversary step increase has been delayed due to non-compliance, the employee's rate will be adjusted upon completion of necessary training compliance requirements, solely due to expired or incomplete

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~~training certifications unless the Employer demonstrates the employee willfully refused to attend available required training opportunities.~~

~~The Employer shall not unilaterally impose additional mandatory training requirements beyond those required by law, regulation, contract requirements, or established job duties without notice to the Union and an opportunity to bargain where required by law.~~

2.4 Recertification Requirements

Employees must maintain current certifications and complete all recertification training by the expiration dates specified by AWARE.

~~Section 3: Employee Responsibilities~~

~~3.1 Attendance and Completion~~

~~Employees are responsible for:~~

- ~~• Attending all Employer-scheduled mandatory training sessions~~
- ~~• Actively participating in training activities~~
- ~~• Successfully completing all required testing and competency demonstrations~~
- ~~• Maintaining current copies of all certifications~~
- ~~• Notifying their supervisor at least thirty (30) days prior to certification expiration dates~~
- ~~• Scheduling recertification training in a timely manner~~

3.1 Attendance and Completion

Employees are responsible for:

- Attending all Employer-scheduled mandatory training sessions
- Successfully completing all required testing and competency demonstrations
- Maintaining current copies of all certifications
- Notifying their supervisor at least thirty (30) days prior to certification expiration dates when they have not received notice from the Employer
- Making reasonable efforts to attend scheduled training and notifying their supervisor as soon as possible if they are unable to attend so that training can be rescheduled

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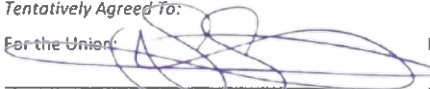

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~~Employees are expected to proactively manage their certification timelines. Repeated failure by an employee to complete required training after the Employer has provided at least thirty (30) days' notice and made training reasonably available may result in the employee being removed from the schedule until the required training is completed, consistent with state regulations. Such removal may be considered disciplinary action.~~

Section 4: Employer Responsibilities

4.1 Training Provision

The Employer shall:

- Schedule, provide and arrange for all mandatory training required by AWARE, regulations, and job descriptions
- Pay all costs associated with required training, including registration fees, materials, travel and accommodations (as necessary), and certification costs
- Provide reasonable notice of at least thirty (30) days of certification expiration dates and scheduled training sessions
- Maintain training records in compliance with ARM and DPHHS requirements
- Track certification expiration dates and provide advance notice to employees of at least thirty (30) days

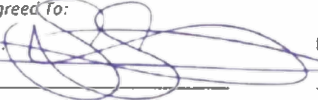

4.2 Compensation for Training Time

Employees shall be compensated at their regular rate of pay for all time spent in mandatory training sessions, online modules, competency testing, administrative time (e.g. applications, completion of relevant documentation, etc.), and travel time (as necessary when travel outside the employee's community is required), and any other time required for the completion of Employer-required training. Mileage shall be reimbursed pursuant to Employer policy or IRS rate when employees are required to travel outside their normal work location for training.

5.1 Failure to Complete Required Training

~~Employees are expected to proactively manage their certification timelines. Repeated failure by an employee to complete required training after the Employer has provided at least thirty (30) days' notice and made training reasonably available may result in~~

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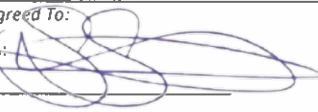

the employee being removed from the schedule until the required training is completed, consistent with state regulations.

Removal of an employee from the schedule due to non-compliance may or may not be considered disciplinary action, depending on the circumstances. In instances where removal from the schedule is based on state regulations, the removal from the schedule shall not be subject to the grievance procedure.

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ARTICLE 19: HIRING RATES AND COMPENSATION

The scale in Appendix A of this Agreement is intended to be dual use for the placement of new employees at the time of ratification and for the placement of new employees.

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SECTION 19.1: IMPLEMENTATION AND PLACEMENT ON THE WAGE SCALESCHEDULE

CURRENT EMPLOYEES

Effective the first full pay period after January 1st, 2024 ~~June 1st, 2026~~, all current employees will be placed on the ~~w~~Wage Scale schedules in Appendix A based on their years of service with the Employer and/or verifiable experience.

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The Employer uses the following methodology for placement of current employees upon ratification:

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- a. Years of service will be calculated from the employee's original hire date, excluding any breaks in service longer than 6 months (e.g., leaves of absence without pay or terminations followed by rehire).
- b. Partial years will be rounded down to the nearest full year (e.g., 4 years and 8 months = 4 years).
- c. Relevant documentation (e.g., hire records, performance reviews) will be reviewed by HR to confirm service history.

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If an employee believes their years of service or slotting calculation is inaccurate, they may submit a written appeal to HR within 30 days of notification, including supporting documentation. HR will review and respond within 14 business days.

Employees with more than ten years' experience and/or longevity will be placed at the top of

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~~the wage scale. Any employee who has more than 10 years of experience who would not receive an increase of at least 3% via the above method will receive an increase of 3%.~~

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~~In Year 2 of the Agreement (*anniversary of ratification date*), the start rate of the wage scale will be increased by 1.5%. Each step of the wage scale will be adjusted to maintain the percentage rate between steps.~~

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~~All current employees at the time of the adjustment will be moved to the new scale effective in Year 2 (*anniversary of ratification date*).~~

NEW EMPLOYEES HIRED AFTER RATIFICATION

New hires or transfers to different bargaining unit positions shall receive the following rates of pay based on their relevant experience as determined by the Employer. Newly hired Employees shall receive up to five (5) years of experience based on their previous relevant experience. The Employer may hire new employees on any step of the applicable wage scale, based on verifiable work experience. Credit for experience shall be given uniformly and will consider factors such as the number of full years the employee has worked in the same or similar classification as defined by the required license(s), job title, job description and/or job duties. The scale sets starting wages for new hires based on equivalent relevant experience.

The Employer uses the following methodology for initial placement of new employees:

- a. To determine starting wages based on relevant experience, ensuring equity with current employees.
- b. Recruiters and hiring managers will assess candidates' verifiable experience (resumes, diplomas, employment verifications, transcripts) and map it to the wage scale.

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c. Starting rate = The scale rate equivalent to their years of relevant experience (e.g., 10 years = "End of Year 10" rate).

d. New hires enter the wage scale at their starting point and progress from there (e.g., their first annual increase occurs after 1 year with the company, regardless of prior experience).

Such advance placement on the ~~hiring wage~~ scale will not be considered for the purposes of other benefits. In the instance where new hires would be paid a higher wage than incumbent employees in the same position with the same experience, education and/or community, the incumbent employees shall be adjusted upward. The Union will be notified of any such adjustments.

The Labor Management Committee may establish experience criteria.

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The Employer agrees to meet and discuss the hiring rates for any new, covered job categories prior to implementation ~~as so~~ long as the meeting occurs within thirty (30) calendar days after the Union receives notices of the rates.

THE EMPLOYER AGREES TO MEET AND DISCUSS THE HIRING RATES FOR ANY NEW, COVERED JOB CATEGORIES PRIOR TO IMPLEMENTATION SO LONG AS THE MEETING OCCURS WITHIN THIRTY (30) CALENDAR DAYS AFTER THE UNION RECEIVES NOTICES OF THE RATES.

SECTION 19.2: DIFFERENTIALS

NIGHT WATCH

Employees classified as Night Watch who work a Night Watch shift shall receive a shift differential for all hours worked on a night shift. This shall be paid for all shift types (e.g. the full 8-hour, 10-hour, 12-hour, 14-hour shifts).

All employees not classified as Night Watch assigned to work a night shift will receive a shift

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differential of one dollar (\$1.00) in addition to the base wage of their classification, plus any other applicable differentials.

WEEKEND DIFFERENTIAL

Employees working in an assigned group home/residential facility over the weekend (defined by classification as from 10pm on Friday to 8am on Monday) shall receive a weekend differential of one dollar (\$1.00).

~~Employees who have flex schedules are not eligible for the weekend differential.~~

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~~**INTENSIVE STABILIZATION SERVICES TECHNICIAN DIFFERENTIAL**~~

~~**Intensive Residential Care Differential:** Employees who work a home designated as "Intensive" shall receive a \$2.00/hour shift differential for all hours worked.~~

~~Employees working in Group Homes where clients have been identified as needing Intensive Stabilization Staffing Services will be paid seven dollars (\$7.00) for all hours worked with the client.~~

STACKING DIFFERENTIALS

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

SECTION 19.4: INCREASES

~~Employees will receive the following wage increases on their position date of hire anniversary, effective upon ratification of this Agreement.~~

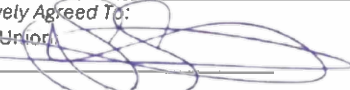

Years 1-4	Years 5-9	Years 10-14	Years 15-19	Years 20+
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*Night Watch employees' increase will be a percentage based on their regular classification, plus one dollar (\$1.00).

Employees will advance on the wage scale on their anniversary date. For those employees whose years of experience and/or service exceeds the steps on the scale (i.e. overscale employees), such employees will receive an increase on their anniversary date of hire of one percent (1%).

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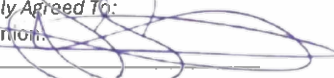
Early Head Start Rates for Teachers Early Head Start Childhood Services (EHS/ECS) employees will receive wage increases according to the following:

- a. EHS/ECS employees will receive annual cost-of-living (COLA) adjustments on July 1 of each year as granted by the Office of Head Start. This COLA increase is contingent on funding from the Office of Head Start. Employees will not receive COLA adjustments if such increases are not funded by the Office of Head Start in a given year.
- b. The parties recognize and agree that the COLA increase for EHS/ECS employees is intended to supplement and replace, if appropriate, the employee's anniversary date of hire (ADOH) increase. If the annual COLA increase is less than an employee's ADOH increase, AWARE will increase the employee's wages by the difference between the ADOH increase and the COLA increase. This increase will be granted on the employee's anniversary date of hire with AWARE. COLA increase occurs effective July 1 with the remaining difference awarded on the anniversary date.

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ARTICLE 29: TERM OF THE AGREEMENT AND REOPENER

This Agreement shall be effective upon ratification and shall remain in full force and effect unless amended by mutual written agreement of the parties through ~~November~~ June 30, 2025~~2027~~, and year to year thereafter provided, however, that either party may serve written notice on the other at least ninety (90) days prior to the expiration date, or subsequent expiration anniversary date, of its desire to amend any provision hereof.

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

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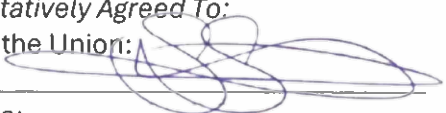
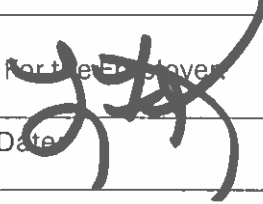
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The Union Proposes to Maintain Current Contract Language for the following Articles:

- 00 – Preamble
- 01 – Recognition (with the caveat that if employee titles change, we may need to reopen this article)
- 03 – Management Rights
- 05 – Probation
- 09 – Activities of Shared Interest
- 10 – Health and Safety
- 11 – Pay Records
- 12 – Longevity
- 13 – Unpaid Leave
- 14 – Paid Leave (Civic Duty)
- 15 – Holidays
- 17 – Health Benefits
- 20 – Definitions
- 21 – No Strike No Lockout
- 22 – Modifications and Past Practice
- 23 – Severability
- 24 – Successorship
- 25 – Damage to Personal Property
- 26 – Conflict of Policy
- 27 – Layoff and Recall

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SECTION 8.1: PURPOSE

To maintain the cohesive relationship, respect and positive culture which has been developed between the parties, the Employer and the Union shall establish a Labor-Management Committee (LMC). The purpose of the Committee shall be to consider matters affecting the relations between the Employer, the Union, and the employees, and to recommend measures to improve client care specific to services provided by the Employer and in the industry in general; provided, however, the Committee shall not engage in negotiations, nor shall the Committee consider matters properly the subject of a grievance.

The Parties agree to jointly utilize training and facilitation services provided by the Federal Mediation and Conciliation Service (FMCS) to support effective labor-management relations and committee operations.

SECTION 8.2: COMPOSITION, SCHEDULE AND PROCESS

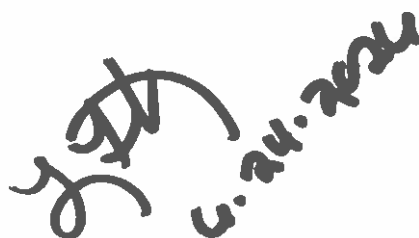
Generally, the Committee shall be composed of up to ~~twelve (12)~~ five Union representatives and an equal number of representatives of the Employer. By agreement, the parties may invite additional participants to the committee. In addition, the President or Executives of the organizations, or their designees may attend the meetings.

Other provisions for this Committee are as follows:

- a) The Committee shall be co-chaired by Union and Employer representatives ~~one of the Union representatives and one of the Employer representatives~~. The Committee may also decide to rotate facilitation of meetings.
- b) The Committee shall meet quarterly, or as often as needed, but no less than ~~twice~~ once per year, at a time and location mutually convenient to the Union and the Employer.
- c) The Union and the Employer co-chairs will develop and prepare an agenda to be presented to the Committee at least ~~seven (7)~~ two weeks ~~calendar days~~ prior to the scheduled meeting.
- d) Employee Committee members will be released from work for their participation on the committee as long as the employee provides supervisory staff seven-day notice. If employees are released from their normal duties to attend the LMC, employees will be paid their base rate of pay for all hours missed to participate. ~~The Union and the Employer shall pay any travel expenses for the participation of their respective representatives.~~
- e) Summaries of the meetings will be produced by the co-chairs of the committee and shared with the bargaining unit within thirty (30) ~~presented to the Employer and the Union within ten (10) working days after the meeting of the LMC.~~



24 June 2026



f) Following the LMC, each recommendation will be put in writing and may be referred to the Employer's leadership team. The LMC will address each recommended agenda item in writing within one month to the members of the Committee. Should any item(s) be referred items to the Employer's leadership team will be responded to within one month of receiving the recommendations. Chief Executive Officer and/or the Director of Human Resources he/she/they shall report decisions or actions to the LMC within one month.

STANDING AGENDA ITEMS

The LMC shall serve as an advisory committee to assist in the development of the following agenda items. The committee is not limited in its capacity to discuss other issues, as agreed to by the parties.

- Best Practices
- Workloads
- Recruitment and Retention
- Scheduling and Open Shifts
- Communications
- Training and Professional Development
- Legislative Priorities
- Health and Safety
- Organizational Updates and Events

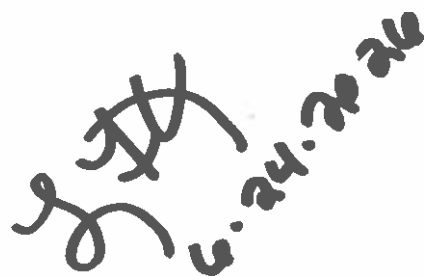
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24 June 2026



6.24.2026

SEIU 775 – AWARE
 2025-2027 – Complete CBA
 Union Proposal – V03 05 28 2026
AWARE REBUTTAL 6-16-2026

WAGE RATES AND WAGE SCALES:

DIRECT CARE PROFESSIONAL

<u>DIRECT CARE PROFESSIONAL</u>	Direct Care Professional (HT, TST, NW, RBT, Therapeutic TST)			
Years of Service/Experience	Increase Description for Progression	Hourly Rate	Use as Wage Scale for Current Employees	Use as Hiring Matrix for New Hires
Hire / 0 Years	Entry-level rate	19.00	Starting point for new employees.	Candidates = no experience
End of Year 1 / 1 Year	5%	19.95	First annual increase.	1-year equivalent experience.
End of Year 2 / 2 Years	5%	20.95	Annual progression.	2 years equivalent.
End of Year 3 / 3 Years	3%	21.58	Annual progression.	3 years equivalent.
End of Year 4 / 4 Years	3%	22.23	Annual progression.	4 years equivalent.
End of Year 5 / 5 Years	1%	22.45	Annual progression.	5 years equivalent
End of Year 6 / 6 Years	1%	22.67	Annual progression.	6 years equivalent.
End of Year 7 / 7 Years	1%	22.90	Annual progression.	7 years equivalent.
End of Year 8 / 8 Years	1%	23.13	Annual progression.	8 years equivalent.
End of Year 9 / 9 Years	1%	23.36	Annual progression.	9 years equivalent.
End of Year 10+ / 10+ Years	1%	23.59	Annual progression.	10 years equivalent

TREATMENT SERVICE SPECIALIST

<u>TREATMENT SPECIALIST</u>	Treatment Specialist (Family, Child, School, PACT, WrapAround)			
Years of Service/Experience	Increase Description for Progression	Hourly Rate	Use as Wage Scale for Current Employees	Use as Hiring Matrix for New Hires
Hire / 0 Years	Entry-level rate	21.00	Starting point for new employees.	Candidates = no experience
End of Year 1 / 1 Year	5%	22.05	First annual increase.	1-year equivalent experience.
End of Year 2 / 2 Years	5%	23.15	Annual progression.	2 years equivalent.
End of Year 3 / 3 Years	3%	23.84	Annual progression.	3 years equivalent.
End of Year 4 / 4 Years	3%	24.56	Annual progression.	4 years equivalent.
End of Year 5 / 5 Years	1%	24.81	Annual progression.	5 years equivalent
End of Year 6 / 6 Years	1%	25.06	Annual progression.	6 years equivalent.
End of Year 7 / 7 Years	1%	25.31	Annual progression.	7 years equivalent.
End of Year 8 / 8 Years	1%	25.56	Annual progression.	8 years equivalent.
End of Year 9 / 9 Years	1%	25.82	Annual progression.	9 years equivalent.
End of Year 10+ / 10+ Years	1%	26.08	Annual progression.	10 years equivalent

CASE MANAGER

<u>CASE MANAGER</u>	Case Manager (Adult, DD, Youth, Family, School)			
Years of Service/Experience	Increase Description for Progression	Hourly Rate	Use as Wage Scale for Current Employees	Use as Hiring Matrix for New Hires
Hire / 0 Years	Entry-level rate	22.00	Starting point for new employees.	Candidates = no experience
End of Year 1 / 1 Year	5%	23.10	First annual increase.	1-year equivalent experience.
End of Year 2 / 2 Years	5%	24.26	Annual progression.	2 years equivalent.
End of Year 3 / 3 Years	3%	24.99	Annual progression.	3 years equivalent.
End of Year 4 / 4 Years	3%	25.74	Annual progression.	4 years equivalent.
End of Year 5 / 5 Years	1%	26.00	Annual progression.	5 years equivalent
End of Year 6 / 6 Years	1%	26.26	Annual progression.	6 years equivalent.
End of Year 7 / 7 Years	1%	26.52	Annual progression.	7 years equivalent.
End of Year 8 / 8 Years	1%	26.79	Annual progression.	8 years equivalent.
End of Year 9 / 9 Years	1%	27.06	Annual progression.	9 years equivalent.
End of Year 10+ / 10+ Years	1%	27.33	Annual progression.	10 years equivalent

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J. M. D.
 6.26.2026

INTENSIVE CARE STABILIZATION SUPPORT PROFESSIONAL

<u>Intensive Care Stabilization Support Professional</u>	Intensive Stabilization Increase Description for Profession	Hourly Rate	Use as Wage Scale for Current Employees	Use as Hiring Matrix for New Hires
Years of Service/Experience	Entry level rate	25.00	Starting point for new employees.	Candidates = no experience
Hire / 0 Years		25.00		
End of Year 1 / 1 Year	5%	26.25	First annual increase.	1-year equivalent experience.
End of Year 2 / 2 Years	5%	27.56	Annual progression.	2 years equivalent.
End of Year 3 / 3 Years	3%	28.39	Annual progression.	3 years equivalent.
End of Year 4 / 4 Years	3%	29.24	Annual progression.	4 years equivalent.
End of Year 5 / 5 Years	1%	29.53	Annual progression.	5 years equivalent.
End of Year 6 / 6 Years	1%	29.83	Annual progression.	6 years equivalent.
End of Year 7 / 7 Years	1%	30.13	Annual progression.	7 years equivalent.
End of Year 8 / 8 Years	1%	30.43	Annual progression.	8 years equivalent.
End of Year 9 / 9 Years	1%	30.73	Annual progression.	9 years equivalent.
End of Year 10+ / 10+ Years	1%	31.04	Annual progression.	10 years equivalent.

EARLY HEADSTART PROGRAM

	Current Wages	Increase COLA 7/26 at 0.06%	Current Wages	Increase COLA 7/26 at 0.06%
EHS TEACHER (Butte, Billings, Helena)				
	0 - 1.99 Years	0 - 1.99 Years	2 + Years	2 + Years
	18.66	\$18.68	18.93	18.94
EHS TEACHER (Belgrade)				
	0 - 1.99 Years	0 - 1.99 Years	2 + Years	0 - 1.99 Years
	21.76	21.77	22.04	22.05
CDA EHS TEACHER (Butte, Billings, Helena)				
	0 - 1.99 Years	0 - 1.99 Years	2 + Years	0 - 1.99 Years
	19.52	\$19.53	19.8	19.81
CDA EHS TEACHER (Belgrade)				
	0 - 1.99 Years	0 - 1.99 Years	2 + Years	0 - 1.99 Years
	23.18	23.19	23.45	23.46
AA EHS TEACHER (Butte, Billings, Helena)				
	0 - 1.99 Years	0 - 1.99 Years	2 + Years	0 - 1.99 Years
	19.92	\$19.93	19.92	19.93
AA EHS TEACHER (Belgrade)				
	0 - 1.99 Years	0 - 1.99 Years	2 + Years	0 - 1.99 Years
	24.68	24.69	24.68	24.69
EHS Nutrition Coordinator				
	Entry Rate	Entry Rate		
	17.75	17.76		
EHS Family Advocate				
	Entry Rate	Entry Rate		
	23.03	23.04		

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