

Collective Bargaining Agreement

between

SEIU 775

and

Amicable Healthcare

Effective July 1, 2025 to June 30, 2027

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ARTICLE 1: RECOGNITION

SECTION 1.1: UNION RECOGNITION

Amicable Healthcare (hereafter collectively referred to as the “Employer”, “the Employer,” or “an Employer”) recognizes SEIU 775 (the “Union”) as the sole and exclusive collective bargaining representative to establish salaries, wages, hours, benefits, and working conditions for all employees who are employed by the Employer throughout the State of Washington.

SECTION 1.2: BARGAINING UNIT COMPOSITION

The bargaining unit shall be defined as employees in the position of home care worker, who perform home care and personal services, or work in any position related to delivery of such in-home services, include but not be limited to: home care workers, home care aide certified (HCA), caregivers, personal care assistants, Certified Nursing Assistants (CNA or NAC), Nurse Aide Registered (NAR), Licensed Practical Nurses (LPN or LVN), Registered Nurses (RN), and any other similar job title or classification; excluding all employees not employed in the in-home services or programs delivered by the Employer, managers, confidential employees, office clerical employees, translators, professional employees, guards, and supervisors as defined in the National Labor Relations Act.

SECTION 1.3: NEW POSITIONS

If during the life of this Agreement, the Employer elects to create a new position or modify an existing job classification or job description in the unit defined by Article 1 (Recognition), the Employer shall give the Union written notice of the new position and proposed wage rate thirty (30) calendar days prior to hiring for that position. The Union shall have fourteen (14) calendar days from receipt of such notice to request negotiations on the new position and the proposed wage rate. The parties shall meet promptly to negotiate the wage for the new position.

ARTICLE 2: UNION MEMBERSHIP AND UNION SECURITY

SECTION 2.1: UNION MEMBERSHIP

No later than thirty (30) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this Agreement shall be or become and remain members of the Union no later than thirty (30) days following the first day of their Employment. in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, result in immediate termination of such employee, provided that the Union has given the employee fourteen (14) days' notice that the employee's obligation to make payment has not been met and that the delinquency renders the employee liable to termination under this section. The Employer shall provide written notice to the Union of such discharge within thirty (30) days. The Employer shall not be obligated to dismiss an employee for non-membership in the Union: (a) If the Employer has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) If the Employer has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

SECTION 2.2: 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, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union by Automated Clearing House (ACH) Payment twice per month within ten (10) days after the end of each pay period for which the dues were deducted. If the report is delayed the Employer will notify the Union when the report will be delivered. The Union will furnish all

the membership forms necessary to be used for this written authorization. Deductions will begin by the start of the next payroll cycle following the direct receipt of the employee authorization or following receipt of employee deduction authorization updates from the Union.

The 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 2.3: 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. The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) contributions will be promptly transmitted to the Union by separate check payable by Automated Clearing House (ACH) Payment to the Union and identified as COPE deductions, at the same time as the remittance of dues. Deductions will begin by the start of the next payroll cycle following the direct receipt of the employee authorization or following receipt of employee deduction authorization updates from the Union.

Upon issuance and transmission of an ACH Payment to the Union, each 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 2.4: 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. 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 by Automated Clearing House (ACH) Payment to the Union and identified as Voluntary Deduction, at the same time as the remittance of dues.

SECTION 2.5: ELECTRONIC SIGNATURE AND VOICE AUTHORIZATION

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. Electronic records include electronically recorded phone calls, an online deduction authorization, or by any other means of indicating agreement so long as the Union can establish that such method is verifiable and allowable under state and federal law to the Employer’s satisfaction. The Union, therefore, may use electronic records and voice authorization to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records and/or voice authorizations of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

SECTION 2.6: 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 ten (10) calendar days after each pay period. If the report is delayed the Employer will notify the Union when the report will be delivered. This information shall be transmitted securely in a mutually agreeable format.

The roster shall include:

Pay period start and

Pay period end date

Employee's ID number

First name (preferred by employee)

Middle name (if applicable)

Employee last name

Social security number

Gender

Home address type (mailing, physical)

Address

City

State

Zip

Address last updated

Home phone number

Cell phone number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format),

Personal email address (if any)

Branch, office or unit where the employee is assigned,

CBA job classification(s),

FTE status

Shift, rate(s) of pay

Differential rate (if applicable)

Differential type

Pay period hours

Total hours accrued as an employee of the Employer

Hours credited towards a wage scale step (cumulative career hours balance – rolling total should include the hours worked on each row),

PTO balance (rolling total should include the hours earned/used/forfeited on each row)

PTO hours paid

Overtime hours

Retro pay amount

Retro pay hours

Mileage amount paid (number of miles)

Date of hire

Date of birth

Amount paid in dues

Dues percentage

Dues Assessable Pay

Amount paid in COPE (if applicable)

Amount paid in any other voluntary deductions(s) (if applicable),

Date of termination

Termination reason

Employment status

Leave status.

The Employer shall research the feasibility of collecting the employee's preferred first name, pronouns, spoken and written language as designated by the employee in its HRIS and Payroll systems. The Employer and Union shall meet by August 1, 2026, to discuss and finalize implementation of these fields in the reports it provides to the Union and/or the Employer will provide information to the Union on the cost and information on technical limitations preventing the collection and reporting of these fields.

The Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or other reason.

Prior to the transmission of the bargaining unit roster submitted to the Union, the Employer agrees to verify that the Employer's records accurately reflect the membership status of each employee listed. The Employer shall identify any discrepancies between the roster and its records. The formatting of the Roster and Deduction report and file naming convention shall conform to template provided to the Employer by the Union. If the employer desires to change the agreed upon format, the Employer shall give the Union no less than sixty (60) days notice. During that time the Union and Employer shall meet to discuss the change.

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

The sum of the voluntary deductions in the Rosters/Reports shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

If the Dues Report and the Employee Roster are submitted as separate reports, both reports must have a corresponding record, cover the same time period, and must contain the following identical information:

Employee's ID number

First Name (preferred by employee)

Middle Name

Last Name Social Security Number

SECTION 2.7: DATA SECURITY

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as necessary to comply with the provisions of this

Agreement, for the provision of other employment benefits, or by a regulatory agency or court of competent jurisdiction as required by law:

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

The Employer agrees to notify the union within ten (10) calendar days if a third party has requested release of any information about the entire bargaining unit, classification, or branch. In no case, will the Employer release information prior to notifying the Union.

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

The Employer agrees that no such information will be provided without written authorization from the employee.

SECTION 2.8: DATA MAINTENANCE

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 2.9: 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 forwarded to the Union via electronic format agreed upon by the Employer and the Union within five (5) business days upon receipt. The Employer shall maintain a copy of all membership cards and

provide a digital copy upon request through the Data Maintenance process outlined in Section 2.8

ARTICLE 3: UNION RIGHTS

SECTION 3.1: ADVOCATES

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 position is the worker representative position responsible for handling grievances and disciplinary issues with the Employers. The Union will notify each 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 representational meetings, contract enforcement, and other meetings as defined in this Agreement. 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. Time spent by worker representatives in representational meetings or other meetings as defined in this Agreement shall be considered hours worked for the purpose of healthcare eligibility (i.e., not for contributions).

Subject to appropriate advance notice and scheduling requirements, worker representatives shall be granted to attend Union-sponsored training in leadership, representation and dispute resolution. Worker representatives shall be compensated at their regular rate of pay for time spent in such training.

SECTION 3.3: BULLETIN BOARDS

Each 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.

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 link shall be displayed on the home page of the Employer’s payroll system.

SECTION 3.4: NEW EMPLOYEE ORIENTATIONS, IN-SERVICE TRAINING 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, or Advocates shall be permitted to attend the Employer’s new employee orientations, within the first half of every new employee orientation during regular working hours, whenever possible. The Employer will endeavor to provide the Union at least forty eight (48) hours’ notice of new employee orientations. The Union representative or Advocate may make its presentation in person, by video conference, or by phone. New employees will be paid by the Employer during these times.

The Employer will, on a weekly basis, provide to the Union new hires information which includes the employee’s preferred name, complete mailing address, home and cell phone number, personal email address and partial Social Security number in a secure manner.

The Union shall have the right to include information in each Employer’s new employee orientation materials. The Union will provide adequate copies of all documents it wants to be 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, such time shall be paid.

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 or the Union must present satisfactory proof of attendance to be paid for any “Union time” presentation.

Annually, the Employer shall provide the Union with at least ten (10) days’ notice of any in-service or all-staff, and the time designated for a thirty (30) minute presentation by a designated Union representative or Advocate, when applicable.

SECTION 3.5: ACCESS TO EMPLOYER 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 EACH EMPLOYEE'S 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. The Union may, 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.

Upon request from the employee in writing, the Employer shall provide the employee a copy of the personnel file within fourteen (14) calendar days. Copies may be emailed upon request by the employee.

SECTION 3.7: PAYCHECK DISTRIBUTION

The Union may be present at in-person paycheck distributions or when employees are dropping off timesheets (unless the implementation of an all-electronic payroll system makes this provision obsolete). The Employer shall display a link to the Union contract website on the opening webpage of the online payroll website, when feasible.

The Employers will not be expected to pay Union worker representatives for their presence at in-person paycheck distributions or timesheet drop-offs.

SECTION 3.8: 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 space is available.

ARTICLE 4: EQUAL OPPORTUNITY AND NON-DISCRIMINATION

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) marital or family status, pregnancy or parental status, national or tribal origin, ancestry, including indigenous identity, language, preferred language, sex, gender, gender express, sexual orientation or perceived sexual orientation, gender identity or perceived gender identity, age, religion, creed, citizenship or immigration status, military or veteran status, active service in the Armed Forces of the United States, socio-economic status, lawful political beliefs or actions, union membership or activities, or any other characteristics or considerations made unlawful by federal, state, or local law or by government agency regulations.

The Employer further agrees 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. 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.

The Employer and the Union shall jointly share the costs of producing and printing this Agreement in no less than three (3) and up to ten (10) languages most commonly spoken and read among bargaining unit members as determined by the Union to ensure inclusion and acknowledgement of employees who wish to read the contract in a language other

than English, provided that the cost to the Employer shall not exceed seventy-five hundred dollars (\$7,500) during the life of this Agreement. Any costs over and above seventy-five hundred dollars (\$7,500) shall be borne exclusively by the Union.

SECTION 4.1: PRIVACY RIGHTS AND IMMIGRANT SAFETY

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

ARTICLE 5: CLIENT RIGHTS

The Employer and the Union are committed to quality care of clients. It is the right of clients, in the privacy of their home, to choose the employee with whom they feel the most comfortable. The Parties support client rights. If a client wishes to change employees, for any reason, the Employer will respect the right of the client to do so. If a client chooses to change employees, the employee who is being unscheduled shall be eligible for another client(s) or equivalent hours as available. The Employer will make a good faith effort to provide support for a successful employee/client relationship(s). At the discretion of the parties, the Employer and the Union may explore through the Labor Management Committee methods of coaching, counseling or mediation to assist in the resolution of client/worker conflicts to help ensure consistent service delivery with minimal worker reassignment.

ARTICLE 6: PROBATIONARY PERIOD

The first ninety (90) days of employment with the Employer shall be the probationary period for all new employees. During this period, the Employer shall provide specific orientation to the job performance expectations, to the agency and to the agency's services and programs, and to the people/clients served by the agency. Supervisors shall

monitor performance during this time and will provide appropriate feedback to the employee, to help the employee successfully complete the probationary period. If requirements of the job are not being met, the Employer shall seek to counsel the employee to correct the defined deficiencies. If satisfactory improvement does not result, the probationary employee may be disciplined or terminated in the sole discretion of the Employer without further notice or recourse to the grievance procedure. The discipline or discharge of an employee who is in probationary status shall not be in violation of this Agreement. Probationary employees are covered by the terms and conditions of this Agreement except as specifically noted and retain the same legal rights as other employees under the National Labor Relations Act and applicable local, State and Federal laws. Employees completing the probationary period shall be credited with seniority retroactive to date of hire. If an employee has not worked for the Employer for longer than a year, except for reasons related to an injury on the job covered by workers' compensation or termination due solely to failure to meet a training deadline or compliance requirement, they will begin the probationary period on the first day of the return to work. Employees who were previously terminated for training or compliance issues but are otherwise rehired within eighteen (18) months will not be required to serve a new probationary period.

If an employee is terminated prior to completing the probationary period and is rehired within eighteen (18) months, the time previously served during the probationary period shall be credited towards the completion of the probationary period, unless the termination was for cause unrelated to training or compliance.

ARTICLE 7: SENIORITY

Seniority shall be defined as the employee's date of hire with the Employer. Continuous service shall be defined as no break in service for longer than one month with the exception of a Union-related leave of absence, military duty, leave under the Family Medical Leave Act, a layoff of less than twenty-four (24) months, or any other extended leave approved by an Employer. Seniority shall be used to determine entitlement to or accrual of other benefits as described in this agreement. Seniority shall also be a factor in

determining work assignments, layoffs and recalls. The pay rate of the employee is determined by the number of verifiable cumulative career hours as a home care worker (per Article 20 – Wages and Premiums).

ARTICLE 8: DISCIPLINE AND JUST CAUSE

SECTION 8.1: JUST CAUSE AND RIGHT TO REPRESENTATION

Employees who have completed the Introductory Period may only be disciplined or discharged for just cause. Communications between supervisors and employees about disciplinary matters shall be respectful. The purpose of progressive discipline is to improve an employee's performance and not for it to be intended punitive in nature. Progressive discipline shall be used, with the general progression as follows: verbal warning, written reprimand or warning, unpaid or paid suspension, and termination/discharge (firing).

Serious Misconduct

In the case of serious misconduct, or for disqualifying crimes as defined in statutes applied to the licensed provision of home care services, the Employer may bypass any one or all of the steps of progressive discipline for reasonable cause.

Fact-finding

Prior to issuing any form of disciplinary action to an employee, an Employer shall meet with the employee to investigate and gather facts. If the employee speaks a language other than English, the Employer will provide interpretation during the meeting. The Employer shall inform the employee of the purpose of the investigatory meeting and that the meeting could lead to disciplinary action. The Employer shall inform the employee of his/her/their right to request representation of an advocate or Union representative in the meeting. If an employee requests representation of an advocate or Union representative, the meeting shall be scheduled when a union advocate or representative can be present. The unavailability of an advocate or Union staff representative for a meeting date shall not unreasonably delay or impede the Employer's investigation or decision to take disciplinary action. Representation via telephone or video conference shall be facilitated if requested by the Union or advocate.

SECTION 8.2: NOTIFICATION OF FORMAL DISCIPLINARY ACTION/WRITTEN JUSTIFICATION FOR DISCIPLINE FOR CAUSE

In the case of any disciplinary action (written warning, suspension, economic sanction, or termination/discharge) the Employer shall give a copy of the disciplinary action to the employee. The disciplinary action shall be issued to the employee no later than fourteen (14) calendar days from the day the incident is made known to the employer. The document should include the reason(s) for the discipline, date of the infraction, and 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 but does not indicate that you agree or disagree with its contents. If you believe this action violates the union contract or Employer policies, you have the right to contest this action through filing a grievance, if you believe this action violates the Union contract. You may contact your Union advocate or the SEIU 775 Member Resource Center (MRC) at 1-866-371-3200.”

This notice will be provided in writing in the employee’s preferred language.

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.

The Employer will strive to identify specific corrective action(s) that the employee is expected to take to improve his/her performance.

The Employer will send copies of all corrective actions that employees receive to the Union within forty-eight (48) hours of issuance to the employee. Transmitting disciplinary notices to the Member Resource Center may be the agreed-upon form of notice.

SECTION 8.3: SUSPENSION OR DISCHARGE

Within seven (7) calendar days after any suspension or discharge, an Employer shall notify the

Union in writing (by 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. The

Employer will attempt to assign other work to the employee while it is conducting its investigation as long as the employee is licensed to work. If the employee is exonerated after the Employer's investigation and he or she was not offered other work pending the investigation, the

If a client terminates the caregiver from his/her assignment, the Employer will make a good faith effort to offer to replace the terminating client's hours and the employee may accept or decline such offer; such termination from that client will not render the caregiver unable to work for other current or future clients with the Employer unless the termination is rooted from an accusation that places the employee on suspension or Administrative leave.

If the Employer is unable to assign the caregiver to other suitable home care work, the employee may apply for unemployment benefits while suspended from entirely working with the Employer and will also have the option to use any accrued and available PTO.

SECTION 8.4: 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 disciplinary matters. Such interviews shall not interfere in any way with an Employer's business activity. Should a client complaint be involved, the applicable Employer will attempt to provide a copy of the client's 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.

SECTION 8.5: EMPLOYER RULES

The Employer may establish reasonable work rules. The Employer may require new employees to sign a form provided by that Employer to confirm their understanding of the work rules. The Employer will advise the Union of any proposed changes to the work rules

thirty (30) days in advance. If the rule is a mandatory subject of bargaining, the Union reserves the right to bargain such changes.

SECTION 8.6: 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 probation status, and formal evaluation reports prepared by an Employer shall be placed in the employee's personnel file. A copy shall be made available to the employee upon the employee's written request. The Employer shall allow the employee and/or his/her representative (if the employee so authorizes in writing or if a Union staff representative is in the process of conducting a grievance on the employee's behalf) to examine the employee's permanent personnel file. Files must be made available within five (5) business days of receipt of a written request at a mutually agreeable time and date. Employees who have a reasonable dispute with information in their personnel file may submit written comments in response to any material in their file, which comments shall also be maintained in their personnel file. Employees may not submit additional written comments regarding disputes which have been resolved through the grievance process.

Should the employee maintain a good record for one (1) year, all identified negative materials shall be removed from his/her/their personnel files, unless otherwise required to be retained by state law or regulation.

SECTION 8.7: APS OR REGULATORY INVESTIGATIONS

Should Adult Protective Services or another regulatory agency (such as Children's Administration or the Division of Developmental Disabilities) initiate an investigation of an employee that requires suspension or removal of that employee from any client, but does not require suspension or removal from all home care work, the Employer will attempt to assign the employee other suitable home care work until the investigation is complete if permitted by state law or regulation.

If the Employer is unable to assign the employee to other suitable home care work, the employee will be advised to apply for unemployment benefits and to have the option to use any accrued and available PTO. If an employee is exonerated and has not received other home care work, they shall receive back compensation of up to sixty (60) days at the employee's regular rate, reduced by the amount of unemployment insurance benefits received by the employee during the term of their suspension. To be eligible for back compensation, the employee shall be required to apply for unemployment insurance benefits and shall provide to the Employer documentation from the unemployment agency showing payments received by the Employee during the suspension.

If, following the conclusion of an APS or other regulatory investigation, it is determined by the Employer, or APS or other regulatory agency that the employee is to be disciplined, up to and including termination, the notification provisions of Section 8.2 of this Article will apply.

If the investigation indicates that the disciplinary action is unnecessary, the Employer will make reasonable efforts to reinstate the employee to the same hours/position with the original client. If the client should decline to be served by the employee, the Employer will make reasonable efforts to assign suitable and available client hours, until s/he is employed at the same number of hours as before the investigation.

ARTICLE 9: GRIEVANCE PROCEDURE

SECTION 9.1: DEFINITION

A grievance is hereby defined as a claim against, or dispute with, the Employer by an employee or the Union involving an alleged violation by the Employer of the terms of this Agreement, employee handbook, policies or procedures, or past practices of the Employer. The Union and the Employer are mutually committed to resolving disputes at the lowest level possible and in an expedient manner. Grievances concerning discharge or discrimination as defined in this Agreement shall be filed initially at Step Two.

SECTION 9.2: TIME LIMITS, MEETINGS, AND NOTIFICATIONS

The purpose of time limits within the grievance procedure is to ensure the swift resolution of disputes. Time limits may be extended or waived at any step of the grievance procedure by mutual written agreement of the Parties. The party awaiting a response at any step may advance the grievance to the next step once the time limits have expired. The Union may withdraw a grievance at any step in the grievance procedure. The Parties agree the grievance may be resolved at any step of the grievance process provided that all appeals are timely. The parties may conduct meetings in person, by phone, video conference, or waive meetings by mutual agreement. Email is a valid form of notification under this Article.

An employee who attends any meetings (in person or virtual) outside of scheduled working hours shall be paid for the time spent at their normal rate of pay.

SECTION 9.3: GRIEVANCE STEPS

Grievances shall be handled in the following manner:

Step One: The grievant, advocate and/or Union staff representative shall present a grievance to the grievant's immediate supervisor within thirty (30) calendar days from the date of the alleged violation or from the date the alleged violation first became known, whichever is later. The supervisor shall have ten (10) calendar days from receipt of the grievance to meet with the grievant(s) and his/her/their union representative to hear the grievance and to attempt to resolve the dispute. The supervisor shall respond in writing to the grievance within fifteen (15) calendar days of the Step 1 meeting to agree to resolve the grievance or to deny the grievance. The supervisor's response shall be addressed to both the grievant and the Union. Should the supervisor fail to respond within this time frame, the Union shall have the right to forward the grievance to the next step.

Step Two: If no resolution or settlement is reached between the grievant(s) and the supervisor, the grievant(s) or the Union may file a written appeal of the supervisor's decision rendered in Step One to the appropriate Program Director or his/her/their designated representative. The grievant or Union shall file this written grievance within fifteen (15) calendar days after his/her/their receipt of the supervisor's decision from Step One. A meeting with the appropriate Program Director or his/her/their representative, the

grievant and the advocate or Union staff representative shall be held not later than ten (10) calendar days after receipt of the written grievance. The appropriate Program Director's response shall be addressed to the grievant and the Union. The appropriate Program Director's 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.

Grievances concerning discharge or discrimination shall be filed initially at Step Two. Group grievances claiming the same alleged conduct involving employees who work under more than one supervisor may be filed initially at Step Two. Multiple individual grievances alleging the same violation that are filed during the same time frame may be combined into a group grievance and commenced at Step Two.

SECTION 9.4: WRITTEN GRIEVANCE

The written grievance must contain the following information:

- (a) the exact nature of the grievance;
- (b) the act or acts alleged to be violations of this Agreement, employee handbook, policies or procedures, or past practices of the Employer not specifically addressed in this Agreement.
- (c) when the alleged act(s) occurred;
- (d) the identity of the grievant(s);
- (e) the specific Article or provision of this Agreement or the past practice alleged to have been violated;
- (f) the remedy proposed to attempt to resolve the grievance.

The written grievance must be signed by the grievant or authorized Union representative.

SECTION 9.5: REQUEST FOR ARBITRATION

If no resolution or settlement is reached within fifteen (15) calendar days of the Step 2 meeting, or if no response is received by the Union within the time limits, then the Union shall have the right, within the next fifteen (15) calendar days, to advise the Director or his/her/their designee that the Union is forwarding the grievance to a neutral arbitrator

for final and binding settlement. The time limits for filing for arbitration may be extended by mutual agreement of the official representative of the Parties.

SECTION 9.6: ARBITRATION

In the event that a grievance proceeds to arbitration, the Parties shall make a good faith effort to agree on an arbitrator and proceedings shall be held in a mutually agreed upon location. In the event the Parties are unable to agree, and not later than five (5) calendar days from receipt of the request by the Union for arbitration, the Parties shall select an arbitrator as follows:

The Federal Mediation and Conciliation Service (FMCS) shall provide a list of five (5) arbitrators to the Union and to the Employer.

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 coin toss.

OR

The Parties may mutually agree to a list of arbitrators to be used during the term of this Agreement and shall select any arbitrator whose schedule permits timely hearing of the grievance.

The jurisdiction of the impartial arbitrator is limited to:

- Adjudication of the grievance setting forth the issue or issues to be arbitrated;
- Interpretation of the specific terms of this Agreement or past practices of the Employer which are applicable to the particular issue presented to the arbitrator;
- 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;
- The rendering of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective Parties; and,
- 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 plans or contracts which are outside the Employer's or the Union's control.

SECTION 9.7: ARBITRATION DECISION AND COSTS

The arbitrator will render a decision within thirty (30) calendar days after the conclusion of the hearing or within thirty (30) calendar days following any period allowed for the filing of posthearing briefs. The decision shall be final and binding upon the Employer, the Union and the employee(s) affected. The Employer and the Union shall each bear the cost of its own arbitration presentation, including the costs of witnesses, and shall bear equally the fees and cost of the arbitrator.

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.

SECTION 10.2: NOTIFICATION OF AVAILABLE HOURS

An employee seeking to work additional hours will notify his/her 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. Such notification will be made at least once a month. It is the responsibility of the employee to notify their immediate supervisor when their schedule changes. When a client ends services with the Employer, the Employer will notify all affected caregivers before the start of their next shift, or when the Employer becomes

aware, whichever is first. 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, employees who lost client hours through no fault of their own and thereafter the Employer shall use seniority as the factor in assigning additional hours, up to a maximum of forty hours per week.

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: 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: RIGHT TO REPLACEMENT HOURS

When an employee's client assignment is reduced involuntarily through no fault of their own, the Employer shall attempt to assign replacement client hours to this employee and will prioritize placement of the displaced employee. It is understood that an employee may be required to work fill-in shifts until a permanent client can be assigned.

ARTICLE 11: LABOR / MANAGEMENT COMMITTEE

SECTION 11.1: PURPOSE

The Parties shall establish one Labor Management Committee in this Agreement. The purpose of the Committee shall be to consider matters affecting the relations between the applicable Employer, and the employees, and to recommend measures to improve the quality of client care in specific to the Employer and throughout the industry; provided, however, the Committees shall not engage in negotiations, nor shall the Committee consider matters which are the subject of a grievance, unless mutually agreed by the Parties.

SECTION 11.2: COMPOSITION, SCHEDULE, AND PROCESS

The Committee shall be composed of up to six (6) Union representatives, and up to six (6) representatives of management.

In addition, the Executives of the organization, or their designees may attend the meetings. Other provisions for these Committees are as follows:

- a) The Committee shall be co-chaired by one of the Union representatives and one of the Employer representatives. The Committee may also decide to rotate facilitation of meetings.
- b) The Committee may meet quarterly, but no less than twice per calendar year, at a time mutually convenient to the Union and the Employer.
- c) The Union and the Employer co-chairs for each Committee will prepare an agenda to be presented to their Committee at least three (3) working days prior to the scheduled meeting.
- d) Employee Committee member will be paid their regular hourly rate of pay for participation for any scheduled hours of work that the worker foregoes by service on a Committee. The Union and the Employer shall pay any travel expenses for the participation of their respective representatives.

SECTION 11.3: EMPLOYEE HANDBOOK

The Employer shall allow the Labor Management Committee an opportunity to assist in writing the Handbook. Should the Employer create an Employee Handbook or modify an

existing one, the Employer will send the Union a copy of the new handbook at least 30 days in advance of the effective date.

The Union shall have the right to demand to bargain over any mandatory subjects of bargaining included or proposed in such a Handbook.

SECTION 11.4 RELATION TO POLICIES

The Employer shall implement a plan to prevent and protect employees from abusive conduct, to assist employees working in environments with challenging behavior, and work to resolve issues impacting the provision of personal care as required by SB 6205. This plan should be reviewed and updated as necessary and at least once every three years. The plan shall be developed and monitored by a workplace safety committee organized by the parties as regularly as the LMC.

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 employee shall be required to work in any situation that would threaten or endanger their health or safety. The Employer shall notify employees of any health or safety risks and client behavior included in the care plan 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 health and safety risks include but are not limited to: bodily harm to the employee; threatening behavior of the client or other persons in their home to the employee; sexual harassment of the employee by the client or by persons in the household, clients with symptoms or conditions communicating their needs to the employee in ways that the person providing care may experience or interpret as harassment; or any other situation that would be a threat to the employee's health (including mental health) and/or safety. Caregivers shall be provided updated care plans for their assigned clients, inclusive of notification of all known health and living conditions which could affect the health and

safety of the employee including but not limited to the use of cigarettes or e-cigarette products, use of drugs or alcohol, ownership of guns and conceal carry permits, insects or rodents (bed-bugs, lice, etc.), mold, HIV/AIDS, MRSA, C. diff.

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 the employee believes threatens or endangers the health or safety of the employee or client. If an employee reports conduct that threatens their health and/or safety to their supervisor and requests reassignment, they are not required to give two weeks' notice to be reassigned.

If the supervisor or other Employer representative deems the situation to be unsafe, and the employee is directed to leave the client's home, the employee shall be offered a substitute position to make up for the hours scheduled, or be paid for his/her entire scheduled assignment for that day, including all travel time and travel miles (except errands not performed) that he/she would have been paid had that assignment been completed as scheduled. Employees shall not be required to make up the hours the same day as the reported incident but during the same pay period.

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 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. The Employer does, however, reserve 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 future employees assigned to that client shall be provided with copies of any documentation related all previous incidents, training, equipment, or direction necessary to address any future incidents in a safe manner before the employee is required to begin the assignment.

The Employer shall obtain in return from the employee a signed acknowledgement of receiving such documentation. The Employer reserves the right to protect client confidentiality in the release of this documentation.

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.

The Employer shall maintain a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and challenging behavior and work to resolve issues impacting the provision of personal care, and the policy must include stated permission and a process for allowing workers to leave situations where they feel their safety is at immediate risk. This process must include a requirement to notify the Employer and applicable third parties as soon as possible. The policy shall be available in at least the following languages, English, Spanish, Vietnamese, Traditional and Simplified Chinese and Somali.

The Employer shall notify employees if the client is a registered sex-offender. The employee will immediately report to their Employer any working condition that the employee believes 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.

- 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:
 - a. Documented by the Employer; or
 - b. 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:
 - a. In the client's care plan;
 - b. By the Employer; or
 - c. 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.

SECTION 12.2: SAFETY EQUIPMENT & SUPPLIES

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

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

SECTION 12.3: CLEANING EQUIPMENT & SUPPLIES

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

SECTION 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 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, and, consistent with applicable state and/or federal laws, shall provide input to be used by the Employer's Safety Committee as required by 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 his/her supervisor.

SECTION 12.7: IMMINENT DANGER

Any employee who believes in good faith that his/her health and/or safety is in imminent danger at an assigned work location may leave that location immediately and contact a supervisor. If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services.

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 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.

Human Resources and Security personnel work with at-risk employees 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 Health Care Center and a Labor and Industries (L&I) report will be filed immediately.

Cooperating with an investigation as much as needed;

Debriefing with employees within one business day.

SECTION 12.9 WORKPLACE SAFETY THROUGH CLIMATE PREPAREDNESS

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

- A. If a Caregiver is 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 after attempted notification to the Employer. 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 after attempted notification to the Employer.
- C. In the event of a declared emergency, the LMC agrees to convene within a reasonable time after the event to address the impacts of the emergency on working conditions.
- D. The Employer shall send at least the following items outlined below to the client's home: A list of recommended items to be included in an emergency preparedness kit and an emergency communication plan.

ARTICLE 13: PAY RECORDS AND PAY PERIODS

SECTION 13.1: CHECK STUB

Employees shall be furnished with a copy of an electronic or paper record showing their itemized deductions and payments each pay period, which shall include the current hours worked, cumulative career hours worked, accrued time off for eligible employees, current wages earned, current wage rate, cumulative wages to date, and any regular itemized deductions and payments, including any duly authorized dues and COPE deduction, and any additional voluntary deductions, in accordance with the Employer's payroll

procedures. Payroll information provided to employees by the Employer shall be provided in a format that is clear and easily understood.

SECTION 13.2: PAY PERIOD

Payment of wages shall be twice monthly on the 5th and 20th of each month unless the pay schedule is altered by agreement between the Parties. If a payday falls on a Saturday, the check will be distributed the preceding Friday. If a payday falls on a Sunday, checks will be distributed on the following Monday, unless the Monday distribution date is one of the recognized holidays, or a day when an Employer's office is scheduled to be closed for business; in such case, the checks will be distributed on the preceding Friday or immediate preceding business day.

All caregivers are required to record their hours worked using the Employer's designated electronic timekeeping system (Electronic Visit Verification (EVV)).

If an employee fails to properly record and complete required EVV entries by the established payroll cutoff date (the 3rd and 18th of each month), the Employer cannot guarantee that the affected hours will be paid on the corresponding pay date. In cases where entries are not completed timely, payment may be delayed until the next regular payroll cycle once the hours are completed, except in cases of reported emergencies beyond the employee's control.

Employees are responsible for ensuring all EVV entries are accurate, complete, and submitted by the payroll processing deadline (the 3rd and 18th of each month). The Employer will provide training and support in the employee's preferred language to ensure that employees understand how to use the EVV system.

The payroll schedule is as follows:

- Hours worked from the 1st through the 15th of each month are paid on the 20th.
- Hours worked from the 16th through the 30th/31st of each month are paid on the 5th of the following month.

The Employer shall make the pay schedule available to all employees, published as a yearly calendar with pay days and mandatory due dates for submission of timesheets.

SECTION 13.3: CHECK CORRECTIONS

In the event an employee does not receive his/her paycheck on payday or is underpaid due to administrative error, a new check shall be issued within (3) business days from the pay date as long as the Employer is made aware of the problem on the pay date or the first business day following the pay date. If the underpayment is for an amount less than twenty-five (25) dollars, the Employer may ask the employee if the corrected amount may be paid on the next subsequent paycheck.

SECTION 13.4: DIRECT DEPOSIT

Direct deposit shall be required for employees, unless an employee elects to receive a debit card instead. All payments will be made by direct deposit (or by debit card payment for employees without bank accounts). Employees who receive payment through direct deposit will be required to keep their bank information up-to-date with the Employer. Pay stubs will be maintained and distributed in an electronic format to any employees who desire electronic communication, employees who do not indicate they wish such communication shall receive their printed payroll statement mailed to their home address. The Employer shall provide computer access at each of its offices for employees to access their pay records. This computer access shall be available upon request, provided such requests occur during regular business hours. Any reference to "paycheck" in this Agreement shall mean the direct deposit (or debit card payroll payment) and/or the associated electronic payroll statement.

Employees who wish to receive a "live" check will provide the Employer with written notice.

In the event that the Union establishes a credit union or other financial institution during the term of this Agreement, the Employer agrees to facilitate the institution of direct deposit of all paychecks through the Union's designated credit union upon authorization from the employee(s).

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. Upon receiving assignment to a client, the employee will review with his/her supervisor a detailed care plan (service plan) designating what specific care is required for each particular assigned client. 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. 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).

ARTICLE 15: UNPAID LEAVES

For all leaves of absence, the Employer will be proactive in providing information or resources to employees who may qualify for leave, including the Employer's Human Resources Department and the Union's Member Resource Center.

SECTION 15.1: UNION LEAVE

Leave to Hold Office/Employment: Any employee elected or appointed to an office or position in the Union, or working for the Union shall be granted a leave of absence for a period of continuous service with the Union not to exceed two (2) years. The leave may exceed two (2) years in cases where the term of office exceeds this period. Thirty (30) days written notice must be given to the Employer before the employee takes leave to accept such office, position, or work with the Union. Such leave of absence shall be without pay, without loss of seniority, and without the need to start the probation period upon return.

Leave to Conduct Union Business: A leave of absence without pay shall also be granted for no more than ninety (90) days to conduct Union business provided fifteen (15) days written notice is given. The Employer and the Union shall cooperate in the scheduling of

substitutes, so that employees on leave can return to their job positions upon ending their leave. This leave may be extended upon mutual agreement.

Seniority Accrual and Benefits: An employee on an approved Union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. For the purposes of Union Leave all hours worked for the Union shall count as “hours worked” as defined in this Agreement to a maximum of the employees regularly scheduled hours per month per employee, including wage progression and leave accrual, but excluding eligibility and contributions to the Health Benefits Trust and Training Partnership. In order to ensure continuity of benefits from the Health Benefits Trust and the Training Partnership of up to six months for each Union Leave, all hours worked for the Union shall count as “hours worked” as defined in this Agreement, and the Union shall make contributions directly to the Training Partnership and Health Benefits Trust, as if it were the Employer, on all hours worked. In no event shall benefits from the Health Benefits Trust and the Training Partnership under this provision continue for more than six consecutive months, unless mutually agreed.

SECTION 15.2: BEREAVEMENT LEAVE

Employees are eligible for up to five (5) days of unpaid funeral or bereavement leave for members of the immediate family, two (2) days of unpaid funeral or bereavement leave for close relatives and one (1) day of unpaid leave for the funeral or bereavement of other relatives or close friends or clients. At the discretion of the Employer, additional unpaid bereavement-leave of up to two (2) weeks may be granted for travel out-of-state or out of the country. The employee requesting such extended bereavement leave shall be allowed to utilize any Paid Time Off that s/he has accrued and earned.

SECTION 15.3: GENERAL LEAVES OF ABSENCE

Employees shall be entitled but not limited to all rights and privileges provided in the Washington Paid Family and Medical Leave Act, and other federal and state laws regulating pregnancy and/or medical leave as outlined by the Employer’s policy or defined by statute.

Types and Definitions of Leaves of Absence: Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of the Employer except that the Employer shall grant leave of absence without pay for the following reasons and minimum lengths of time:

- a) Family leave – 6 months or as provided by law, whichever is greater;
- b) Medical leave – length of leave as certified by a physician; and
- c) Military and active duty leave as provided by federal law.

Leaves of absence shall not be construed as a break in service. All leaves of absence will be without pay, except where leave is covered by paid time off or accrued paid sick time. Employees on leave shall retain their seniority. An intermittent leave or reduced leave schedule may be granted if the leave is due to the Employee's own illness or the illness of a child, spouse or parent of the employee, or at the discretion of the Employer, for the illness of another immediate family member, such as siblings, step-children, and step parents. When an intermittent leave is requested, dates on which treatment is expected to be given and the duration of the treatment must be submitted to the Employee's supervisor. An Employer may temporarily transfer the employee to another available position with equivalent pay and benefits that better accommodate the Employee's scheduling needs.

Return from Leave of Absence: The employee taking a leave of absence is entitled to return to his/her same position. The Employer will make a good faith effort to reinstate Employees returning from an authorized leave of absence to their previous or similar assignment and schedule.

Return to Work Program: When feasible an Employer will provide alternative work opportunities to employees injured on the job. The Employer shall work closely with the employee and his/her physician to determine if and when the employee can return to modified duty, and what assignments and/or activity level is appropriate.

SECTION 15.4: MILITARY CAREGIVER LEAVE

The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury or illness up to a total of twenty-six (26) work weeks of unpaid leave during a single twelve (12) month period to care for a service member as required under the Federal Family and Medical Leave Act. A “covered service member” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on temporarily disability retired list for a serious injury or illness. A serious injury or illness is that which was incurred by the service member in the line of duty that may render the service member unfit to perform the duties of his or her office, grade, rank or rating. The “single twelve (12) month period for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the Employer for other types of FMLA Leave. An eligible employee is limited to a combined total of twenty-six (26) work weeks of leave for any FMLA-qualifying reason during a single twelve (12) month period. Only twelve (12) of the twenty-six (26) weeks total may be used for the FMLA qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with the U.S. Department of Labor Relations and the Employment Security Department.

SECTION 15.5: MILITARY SPOUSE LEAVE

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee’s intention to take leave within five (5) business days of receiving official notice that the employee’s spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

SECTION 15.6: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

Eligible employees shall be entitled to take paid or unpaid leave for domestic violence, sexual assault or stalking that the employee has experienced, or for the use to care for and /or assist a family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.

SECTION 15.7: OTHER FORMS OF LEAVE

The Employer shall educate supervisors and employees about eligibility and use of any new forms of leave enacted by the Federal, local or State governments.

OTHER REQUIRED LEAVE

The Employer will comply with all other federal, state, and local leave requirements.

ARTICLE 16: HOLIDAYS

SECTION 16.1: RECOGNIZED HOLIDAYS

The following days shall be recognized as holidays:

- New Year's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving 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. Employees requesting a day off to observe a holiday may use any accumulated PTO.

Holiday Staffing

Holiday staffing is determined based on client need, where the Employer utilizes a client acuity framework to determine assignment of holiday services. The framework and criteria used to determine client prioritization shall be made available to the Union upon

request. Changes to the framework resulting in significant impact to scheduling or hours shall be subject to bargaining upon request.

Employees who would have worked on a holiday based on their regularly scheduled days and hours, but who are reassigned due to holiday staffing decisions, shall be offered substitute assignments or schedule adjustments to ensure that missed hours are made up within the same pay period. If the same pay period is not reasonably possible, the Employer shall offer opportunities to make up the missed hours within the same calendar month.

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 the missing holiday hours at their standard rate of pay. The missing hours 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 Section 16.1 shall receive their regular rate of pay calculated at an overtime pay rate of time-and-a-half regular pay (1.5X) for hours worked on those days.

Open Holiday Pay Shifts

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.

ARTICLE 17: TRAVEL PROVISIONS

SECTION 17.1: TRAVEL PAY AND MILEAGE

Windshield time

Employees shall be paid at their regular rate of pay per hour, while traveling between assigned work locations or clients. Windshield time is only paid from home to home if the travel goes directly from one home to another.

Employees who use public transportation for travel between assigned work locations or clients shall be paid their regular rate of pay per hour, for a period of time not to exceed one-half (1/2) hour. Employees who use public transportation between assigned work locations or for authorized errands shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly public transportation pass.

Employees may be required to provide documentation of public transportation costs.

Mileage reimbursement

Employees driving their own vehicles between assigned work locations and clients, attending training classes, and for authorized client errands shall be reimbursed for mileage at the IRS rate. The Employer may set limits on the total number of miles in a month the Employee may be reimbursed for client errands, consistent with the Employer's contract(s) with the Area Agency on Aging or Department of Social and Health Services regulations or contracting criteria. The number of miles reimbursable for travel between assigned clients shall not be limited. For mileage to attend training classes it shall be determined from local office to training class and back to local office (or Employee's home, whichever is shorter). Furthermore, at the Employer's discretion carpooling may be required when practical and only the vehicle driver may then submit for mileage coverage. The Employer retains the right to determine and assign the most efficient drive routes, in order to minimize mileage and gas consumption.

Should additional funding for enhancing mileage reimbursement become available, the Employer agrees to re-open this section and any other related sections of the Agreement for re-negotiation.

Disputes about Reimbursement

The Employer reserves the right to use modern map programs, or other easily available no---cost to-the-Homeworker software to determine miles or drive time between assignments in instances where a significant variance in travel reimbursement claims are

identified by the Employer. In the event an employee needs to use an alternative route (e.g. due to road closures or other verifiable reasons) the employee must notify their supervisor to be eligible for mileage reimbursement of the additional miles.

SECTION 17.2: INSURANCE AND DRIVER'S LICENSE

Employees, at all times, while on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the State of Washington. The Employer may require proof of sufficient liability insurance. Such insurance shall not be construed to be in the category of livery service.

Employees shall at all times while on duty maintain and carry a current valid driver's license for the State of Washington if required to drive to assignments or while on assignments.

SECTION 17.3: DOCUMENTATION OF EXPENSES

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

SECTION 17.4: SPEEDING

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

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

A. Medicaid-Funded Hours Worked

Effective July 1, 2025, the Employer shall contribute the Healthcare Rate or five dollars and twenty-two cents (\$5.22), whichever is higher, to the Trust for each Medicaid-Funded Hour worked. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours.

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

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, the Employer shall contribute the Healthcare Rate or five dollars and twenty-two cents (\$5.22), whichever is higher to the Trust for each Non-Medicaid-Funded hour worked. 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 the Healthcare Rate or five dollars and fifty-seven cents (\$5.57), whichever is higher, to the Trust for each Non-Medicaid-Funded Hour. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

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

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.

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.

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. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to either document.

SECTION 18.7 INDEMNIFY AND HOLD HARMLESS

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

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.

PTO shall accrue according to the following chart or formula:

Effective July 1, 2025, accrual of PTO shall be one (1) hour of PTO for every twenty-three (23) hours worked.

PTO may accumulate for a maximum of one-hundred and forty (140) hours.

The Employer shall arrange for leave balances to be printed on the pay stubs of each employee.

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.

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

PTO may be used to prepare for or participate in any judicial or administrative immigration proceedings involving the employee or the employee's family members.

At the request of an employee and at the 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 are terminated or resign 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.

SECTION 19.4: UTILIZATION OF SICK LEAVE

Employees who have accrued paid leave time shall be eligible for paid leave for any period of absence from employment.

SECTION 19.5: WASHINGTON PAID FAMILY AND MEDICAL LEAVE ACT

Employees shall be entitled to take paid family and medical leave (PFML) per the Paid Washington Paid Family and Medical Leave Act, 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 Washington Paid 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.

SECTION 19.6: 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.

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 19.7: COMBINATION WITH OTHER BENEFITS

Payment of accrued paid 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/their normal schedule.

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 hours of service to the Employer and, if applicable, any verifiable cumulative previously worked hours as a homecare worker according to 20.2. An employee's total cumulative hours shall be itemized and labeled on the employee's pay stub at least monthly.

SECTION 20.2: PLACEMENT AND ADVANCEMENT ON THE WAGE SCALE

Newly hired and returning employees shall be placed and advanced 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. Employees with a break in service of less than two (2) years shall be placed on the wage scale based on the last cumulative career hours registered with the Employer prior to the break in service.

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 cents (\$0.25) cent per hour differential for each paid hour.

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.

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 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. Weekend assignments must be approved by the Employer in advance.

SECTION 20.7: SPECIAL 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.

Nurse Delegation

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

Client Special Skills Behavioral Needs 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 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.

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 Employer 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.

SECTION 20.10: ADVANCED TRAINING DIFFERENTIALS

Advanced Training Differential

Employees who have completed Advanced Training (discontinued on February 2017) to meet apprenticeship standards beyond the training required to receive a valid "Home Care Aide" certification (as set forth in Training Partnership curriculum) shall continue to receive a differential of twenty-five cents (\$0.25). Workers participating in Advanced Training will be paid their regular hourly rate of pay for all hours of training. It is the intent of the Employer to work with the Union on maximizing the number of workers that can be paid an Advanced Training differential.

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

Advanced Training Differential (CURRENT)

Employees who complete the Advanced Training (Through the Training Partnership or the Employer as referenced in Article 21, shall receive a differential of seventy-five cents (\$0.75) in addition to their hourly rate and other applicable differentials.

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.

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

The Employer will notify employees of Advanced Training opportunities.

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 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.

ARTICLE 21: HOME CARE TRAINING AND CERTIFICATION

The Employer and the Union agree that quality, in-person, and accessible 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.
 - B. The quality of training must be sufficient to ensure that at least 75% of caregivers who complete the training and sit for the certification test pass the certification test, including 75% of any limited English-speaking caregivers.
 - C. Class delivery:
 - I. In-person classes shall:

- a. Make all required modules available for caregivers to attend as in-person classes that teach, and enable caregivers to practice, required caregiving skills.
- b. Facilitate skills training and practice in settings and with 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 fifteen (15) mile commute in urban areas and twenty-five (25) miles 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. This requirement shall apply to any vendor-provided training. If proprietary software is required for Employer-provided in-house training, such software must be accessible on desktop and mobile devices. Any required software shall be provided and paid for by the Employer for employee use. The Employer shall provide notice to the Union and upon request, bargain over the effects of implementing any required proprietary software.

D. In-language:

- I. All classes regardless of delivery method shall be fully localized in the language of choice for caregivers.

- a. Effective July 1, 2026, must be delivered through instructor-led and facilitated classes in the following five (5) languages: English, Somali, Vietnamese, Simplified Chinese, and Spanish).
- b. In-person interpreters must be provided by the Employer for in-person and digital classes outside of the five (5) languages listed above.

E. Accessibility:

- I. Caregivers must be able to start required training within 60 days of hire, in their desired language, within a reasonable commute distance. For caregivers requiring training in a language other than English, if training in their desired language is not available within sixty (60) days of hire, the Employer shall schedule caregivers to begin the required training in English within sixty (60) days of hire and provide an interpreter. The Employer shall make available instructor-led and facilitated training for a basic training series at a minimum frequency of once every two (2) months in each of the following languages: Somali, Vietnamese, Simplified Chinese, and Spanish.
- 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 classes must be offered within a reasonable commute distance for all employees. In no event will training require more than a fifteen (15) mile commute in urban areas and twenty-five (25) miles in rural areas.
- IV. Optional refresher classes and peer mentors must be made available for caregivers 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:
 - I. Classes must be offered both in person and remote, allowing caregivers to choose which mode works best for them.
 - a. In-person classes shall be offered within a reasonable commute distance for all employees. In no event will training require more than a fifteen (15) mile commute in urban areas and twenty-five (25) miles in rural areas.
 - II. Online classes shall:
 - a. Include recorded and instructor-facilitated classes.
 - b. Be accessible on desktop and mobile devices through common web browsers without requiring employees to download proprietary software. This requirement shall apply to any vendor-provided training. If proprietary software is required for Employer-provided in-house training, such software must be accessible on desktop and mobile devices. Any required software shall be provided and paid for by the Employer for employee use. The Employer shall provide notice to the Union and upon request, bargain over the effects of implementing any required proprietary software.
 - C. In-language:
 - I. Continuing education courses shall be fully localized in the language of choice for caregivers.

- II. Adequate class hours shall be available in the following five (5) languages: English, Somali, Vietnamese, Simplified Chinese, and Spanish.
- III. In-person interpreters must be provided by the Employer for in-person and digital classes for all languages outside of the five (5) languages listed above.

D. Accessibility:

- 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. In-person classes must be offered within a reasonable commute distance for all employees. In no event will training require more than a fifteen (15) miles.

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 Union Time.
- 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 additional languages. The training must be submitted for approval to DSHS by June 30, 2027. The Union and the 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.
- 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 at least the thirteen (13) languages DSHS has

translated the Home Care Aid training materials, including technical devices such as tablets, computers or laptops.

- F. The Employer must Provide on demand support to caregivers at least eight (8) hours a day in at least the top (8) languages to solve issues related to:
 - I. Training Requirements
 - II. Transfer credits
 - III. Class scheduling
 - IV. Navigation of any systems, including the employer's Learning Management System
- G. The Employer shall be the sole point of contact for employees to resolve any issues related to training and such responsibility shall not be delegated to any third-party vendor.
- H. 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 training classes and the first day of in-person training series fourteen (14) calendar days in advance and shall be afforded the opportunity to meet with employees for up to thirty (30) minutes of paid time.

SECTION 21.2 REVIEW AND COMPLIANCE

- 1. The Employer and the Union shall meet at least every six (6) months to review compliance with the minimum standards.
- 2. At least quarterly the Employer shall provide a comprehensive report to the Union on the training program, including at a minimum:
 - A. A list of every basic training class held in the previous quarter including date, time, location, and language.
 - B. A list of all continuing education classes offered in the previous quarter including whether online or in person, language, and if in person the date, time, and location of the training

- C. A list of all employees with their continuing education deadline and number of hours of CE completed.
 - D. Current training vendors contracted by the Employer to administer training classes.
 - E. A list of all employees hired within the last 12 months 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.
 - F. A training satisfaction survey created and administered on an annual basis by the Employer and sent to all Amicable employees. The Labor Management Committee will develop the survey questions.
 - G. Effective 3/1/2026, A list of all employees within the last six (6) months who were terminated because they failed to complete their Basic Training or Continuing Education classes and whether and when they were re-hired.
- 3. The Employer will provide notice to the Union within fifteen (15) business days of discontinuing services, restarting services, or contracting with a new external training provider.
 - 4. 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.
 - 5. The Union may grant a written extension of the cure period for good cause.
 - 6. The Union retains the right to initiate an additional review at any time upon receiving notice or evidence that minimum standards are not being met.
 - 7. Effective July 1, 2026, the Employer shall maintain detailed costing information demonstrating what portion of the labor rate is being utilized for the Employer's training program. This information shall be made available every six (6) months to review upon the Union's request.
 - 8. 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

If, during the term of this Agreement, the Employer fails to meet the minimum standards of 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.

SECTION 21.4: FAILURE TO COMPLY REMEDY AGREEMENT

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”).

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

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

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 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.

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

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

The number of available slots for Amicable 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.

ARTICLE 22: MEAL AND REST PERIODS

For assignments where the employee is unable to leave for a thirty (30) minute meal period (i.e., live-in, shift or respite) the meal period shall be paid as time worked. For assignments where the employee is able to leave for a thirty (30) minute meal period (i.e., hourly), the meal period shall be unpaid. Except for emergencies, employees will be completely relieved from duty during the unpaid meal period.

Fifteen (15) minute paid rest periods will be provided approximately midway through each four (4) hour segment of each shift. Employees will not be required to work longer than three (3) hours without a rest period, except in emergencies.

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 the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the "Retirement Rate"). If the Retirement Rate is

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

A. Medicaid-Funded Hours Worked

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

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

B. Non-Medicaid-Funded Hours Worked

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

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

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

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

ARTICLE 24: DISPATCHED WORKERS

SECTION 24.1: GENERAL

The Employer may establish the position of Dispatched Home Care Aide ("DHCA") and shall establish and post open DHCA hours as needed and based upon client service demands. DHCAs are used to temporarily fill emergency, 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 to first client and travel from last client home. 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 full-time schedule shall be available for and paid for the number of weekly hours they work in a "dispatched" assignment and regardless of whether or not client hours are available during this time. 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 applicable Employer. The Employer may require DHCAs to wait by the phone at home, or to perform non-home care worker duties in an Employer's office, during hours for which the DHCA is being paid. DHCAs shall make their best effort to perform non-home care aide duties as instructed. Failure to perform non-home care worker duties in a manner satisfactory to the Employer shall not be considered just cause for discipline, except in cases of gross misconduct. When becoming a DHCA, the employee and their Employer shall meet and develop a list of the employee's skills and abilities. DHCAs assigned shall agree to accept all client assignments offered consistent with the agreed-upon list of their skills and abilities. DHCAs who decline client assignments that are consistent with their agreed-upon skills and abilities may be subject to reassignment to regular (non-dispatched) home care aide status.

ARTICLE 25: LAYOFF & RECALL

SECTION 25.1: LAYOFF

A layoff is defined as a reduction in the number of employees employed by an Employer. In the event of a need for a reduction in workforce, an Employer will meet with the Union as far in advance as possible to identify the reasons requiring the reduction and the number of employees affected.

If layoffs are required, the least senior employee(s) in a branch office shall be laid off first provided that it does not interfere with client preference and that those employees remaining on the job in that branch office are qualified to perform the remaining work available.

An employee subject to layoff or reassignment may decline the new assignment(s) if he/she/they feel(s) unqualified to provide the care required.

The Employer agrees to provide sixty (60) days' notice of layoff to affected employees and pay any accrued PTO leave. The Employer shall notify the Union, in writing, no less than sixty (60) calendar days before the layoff of a bargaining unit employee.

SECTION 25.2: RECALL

Employees shall be recalled in the reverse order of the layoff provided that those recalled are qualified to perform the work assigned. To be eligible for recall, a laid-off employee must keep their Employer informed of his/her/their current address and phone number. The Employer shall notify laid-off workers of recall by certified letter. When offered re-employment from layoff, the employee must indicate acceptance and availability for work within seven (7) calendar days of receipt of the letter unless unusual circumstances prohibit response or return within that time period.

ARTICLE 26: MANAGEMENT RIGHTS

It is mutually agreed that the Employer maintains all inherent managerial rights to manage the operations and direct the workforce in the Employer's sole and exclusive judgment and discretion. This includes but is not limited to, the right to hire, transfer, promote, demote, reclassify, assign, layoff, or relieve employees from duties because of lack of work or funds; set and administer work performance and disciplinary standards, and discharge employees, subject to the conditions as set forth in this Agreement or as required by federal or state regulation. The Employer shall also have the right, in its sole discretion and judgment, to promulgate and enforce safety and health workplace rules. The

foregoing statements of the inherent managerial rights of the Employer are not all inclusive and shall not be construed in any way to exclude other functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement.

ARTICLE 27: NO STRIKE OR LOCKOUT

SECTION 27.1: NO LOCKOUT

No lockout of bargaining unit employees shall be instituted by the Employer during the term of this Agreement.

SECTION 27.2: NO STRIKE

During the term of this Agreement no strike (partial or full withdrawal of services) of any kind, shall be engaged in by members of the bargaining unit. In the event the Employer alleges that any member(s) of the bargaining unit are engaged in a strike, the Employer shall immediately notify the President or Secretary-Treasurer of the Union or other Union representative.

The Union shall, upon notification, immediately notify such member(s) of the bargaining unit to cease and desist from all strike activities.

ARTICLE 28: MODIFICATION AND PAST PRACTICE

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written agreement between the parties hereto. Subject to the other provisions of the agreement, all conditions relating to wages, hours of work, and other terms, conditions and benefits of employment shall be maintained as in effect at the signing of this agreement.

Should the Employer seek to create or alter an Employee Handbook (separate from this Agreement) in any substantive way or in regards to a mandatory subject of bargaining, the Employer shall notify the union thirty (30) days in advance if possible prior to

implementing the change, and then, allow the LMC an opportunity to assist in applying the change. The Employer shall furnish a copy of any revised handbook to the Union within three business days from the date of implementation. The Union has the right to demand to bargain over any mandatory subjects of bargaining included or proposed in such a Handbook.

The Union understands the Employer's handbook is subject to state, WAC/RCW, and state policy change that may necessitate less than a thirty (30) day notice, in such cases, the Employer shall notify the Union as soon as possible of such changes.

ARTICLE 29: SAVINGS AND MODIFICATION

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance, be invalidated, ruled contrary to law, or enjoined by a Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby. In the event of such invalidation or injunction, the parties shall meet to negotiate a substitute provision in no longer than thirty (30) business days from the day of the provision in effect if possible. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

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 as 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, the Employer will notify the Union promptly and enter into bargaining at the request of the Union over conditions of employment and benefits covered by this Collective Bargaining Agreement.

ARTICLE 31: LOBBY DAY

The Employer agrees to grant up to seven percent (7%) 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. 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 Union advocacy purposes 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.

Employees will submit time off requests at least one (1) week in advance of the event(s). Within fourteen (14) calendar days of the Union advocacy event, the Union will forward to the Employer a list of employees who attended the advocacy event. Employees who requested leave, but whose attendance is not verified by the records provided to the Employer and who did not report to work, shall be denied paid leave, but may use Paid Time Off if requested by the employee.

ARTICLE 32 IMMIGRATION-RELATED EMPLOYMENT PRACTICES

SECTION 32.1: ICE/DHS ACCESS TO THE WORKPLACE

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

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

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

The Employer shall, as soon as practicable, and to the extent not prohibited by law, notify the Union of any immigration-related enforcement action by law enforcement or immigration officials, such as an I-9 audit, raid or detention, affecting bargaining unit members.

SECTION 32.2: 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 production of the I-9 Form is required; the Employer shall provide no documents, or other information about bargaining unit members, except Form I-9s unless required by a subpoena. The inspection may not occur in a location where the DHS or other immigration officials may likely interact with bargaining unit employees.

SECTION 32.3: 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 employment under the "receipt rule," which grants employees ninety (90) days to present to the company a replacement document of a previously issued but expired employment authorization.

SECTION 32.4: SSA NO-MATCH LETTERS OR OTHER NO-MATCHES

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

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

SECTION 32.5: 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.

SECTION 32.6: 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:

Provide the Union a copy of its E-Verify or other Memorandum of Agreement with the relevant government agency;

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);

Not misuse E-Verify, including but not limited to verifying employment status before making an offer of employment and before hire; and

Provide copies of "tentative non-confirmation" notices, and any other relevant information, to affected employees.

SECTION 32.7: 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: the specific document or documents that are deemed to be deficient and why the document or documents are deemed deficient; what steps the worker must take to correct the matter; the employee's right to have a union representative present during the verification or reverification process and;

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.

SECTION 32.8: IMMIGRATION-RELATED LEAVE

The Employer shall not penalize an employee for an absence related to attendance of any immigration-related appointment, interview, or proceeding. Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend such immigration-related matters for the employee only. If an extended leave of absence is necessary, the Employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within 24 months of commencement of an extended absence. The Employer may require documentation of appearance at such proceedings.

SECTION 32.9: MANAGEMENT TRAINING

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

ARTICLE 33: TERM OF AGREEMENT

This Agreement shall be effective July 1, 2025, for the Union and Amicable Healthcare and shall remain in full force and effect, as amended by mutual written agreement of the Parties, through June 30, 2027.

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 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.

ARTICLE 34: USE OF ARTIFICIAL INTELLIGENCE (AI)

SECTION 34.1: 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 34.2: 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.

SECTION 34.3: DATA PROTECTION AND PRIVACY

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

APPENDIX A: WAGE SCALE (BASE RATES)

Wage Scale Proposal	Year 1		Year 2	
CCH	July 1, 2025 - December 31, 2025	January 1, 2026 - June 30, 2026	July 1, 2026 - December 31, 2026	January 1, 2027 -June 30, 2027
0-2000	\$22.52	\$22.65	\$23.56	\$23.71
2001-4000	\$22.70	\$22.83	\$23.75	\$23.90
4001-6000	\$22.87	\$23.00	\$23.93	\$24.08
6001-8000	\$23.08	\$23.22	\$24.15	\$24.30
8001-10000	\$23.30	\$23.44	\$24.38	\$24.54
10001-12000	\$23.60	\$23.74	\$24.70	\$24.86
12001-14000	\$23.92	\$24.06	\$25.03	\$25.19
14001-16000	\$24.69	\$24.83	\$25.83	\$25.99
16001-20000	\$24.97	\$25.11	\$26.12	\$26.29
20001-24000	\$25.31	\$25.46	\$26.49	\$26.66
24001 -40000	\$25.57	\$25.72	\$26.76	\$26.93
40000+	\$26.09	\$26.24	\$27.30	\$27.47

**The Employer will comply with the Seattle Minimum Wage during the life of this Agreement, if during the life of this agreement, the above rates reflect a lower rate than the State's minimum wage, the Employer will meet those rates.

**THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE
TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.**

Executed this 1st day of July 2025.

For the Service Employees International Union Local 775:

A handwritten signature in black ink, appearing to read 'Sterling Harders', written over a horizontal line.

Sterling Harders, President

For Amicable Healthcare:

A handwritten signature in black ink, appearing to read 'Segun Amosun', written over a horizontal line.

Segun Amosun, Director of Business Development