Collective Bargaining Agreement

between

SEIU 775

and

Graceland Agency

Effective November 18,2026 to June 30, 2029

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ARTICLE 1: RECOGNITION

Graceland Agency, LLC (hereafter referred to as the "Employer") recognizes SEIU 775 (the "Union") as the sole and exclusive collective bargaining agent for all employees who are employed by the Employer throughout the State of Washington 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, including but not limited to: home care workers, home care aides, home care aides – certified (HCA), caregivers, personal care assistants, Certified Nursing Assistants (CNA or NAC), Nurse Aides Registered (NAR), Licensed Practical Nurses (LPN or LVN), Registered Nurses (RN), Med Techs 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.

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 bargaining unit employees must, as a condition of continued employment, become or remain 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) calendar days following the first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended.

SECTION 2.2: CAUSE FOR DISMISSAL

The Union may demand the discharge of any bargaining unit employee who is delinquent in payments required in this Article or refuses to become and remain a member of the Union. The Union shall communicate delinquency to the affected employee and to the Employer within thirty (30) calendar days of delinquency. The notice to the delinquent employee shall include a) the fact that the Union has no record of the employee's membership or religious exemption and b) the action required by the employee in order to satisfy requirements of this Agreement.

This notice may include: the amount needed to pay delinquent dues in full; a membership form, and/or any other action needed on the part of the employee to satisfy obligations of this Agreement. The Union shall, at the same time, notify the Employer of the name and reason for

the delinquency of any employee. Should the employee fail to satisfy obligations of this Agreement, within fifteen (15) calendar days from the date of the original notice of delinquency, the Union may demand in writing that the Employer discharge the employee. Following receipt of such demand, the Employer shall discharge the employee within thirty (30) calendar days of the date of the Union's demand.

SECTION 2.3: DUES DEDUCTION

The Employer agrees to deduct from each bargaining unit employees pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of written authorization, 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 within fifteen (15) business days after the end of each pay period by Automated Clearing House (ACH) Payment. If the report is delayed the Employer will notify the Union when the report will be delivered and remitted.

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 receipt of the employee authorization at the employer's corporate office 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 2.4: POLITICAL ACCOUNTABILITY FUND (COPE)

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a Political Accountability Fund (COPE) wage assignment authorization form. When filed with the employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until or unless revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) contributions transmitted to the Union by ACH and identified as COPE deductions at the same time as the remittance of dues.

Upon issuance and transmission of the payment to the Union, the Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Political Accountability Fund (COPE) contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of

liability that may arise against the Employer for, or on account of, any deduction made from wages of an employee.

SECTION 2.5: VOLUNTARY DEDUCTIONS

Upon receipt of a payroll authorization form, the Employer shall deduct and transmit voluntary contributions from each employee to the Union. The Employer shall deduct the sum specified from the pay of each employee and the authorization will be honored in accordance with its terms. The authorization will remain in effect until or unless revoked in writing by the employee or the Union. The Union and each employee authorizing such voluntary deductions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise from any such deduction, consistent with Section 2.3 (COPE). The amount deducted and a roster of all employees using payroll deduction for voluntary deductions will be promptly transmitted to the Union by ACH payable to the Union and identified as Voluntary Deduction at the same time as the remittance of dues.

SECTION 2.6: ELECTRONIC SIGNATURE AND VOICE AUTHORIZATION

The Union may use electronic records and voice authorizations to verify Union membership, authorization for voluntary deduction of Union dues 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 authorization of such membership.

SECTION 2.7: BARGAINING UNIT INFORMATION AND REPORTING

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and home address on file with the Employer. The Employer shall provide a roster of all bargaining unit employees withing 5 business days after the end of the month. This information shall be transmitted securely in a mutually agreeable format. The roster shall include the following information for each employee:

- Branch name
- Employee ID
- First name
- Preferred first name
- Middle name

- Last name
- Date of birth
- Social security number
- Gender
- Preferred written language
- Preferred spoken language
- Address type (mailing or physical)
- Address line 1
- Address line 2
- City
- State
- Zip code
- Home phone number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Cell phone number, (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Personal Email address
- Original hire date
- Most recent hire date (if different than original)
- Termination date (if applicable)
- Employment or leave status
- Reason for termination (if applicable)
- FTE status
- Classification
- Work location
- Payrate
- Cumulative lifetime hours worked used for wage step determination
- Pay period start date
- Pay period end date
- Dues Assessable Pay

- Hours worked
- Amount paid in dues
- Amount paid in cope (if applicable)
- Amount paid in any other voluntary deduction(s) (if applicable)

The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. The formatting of the Roster and Deduction report and file naming convention shall conform to template provided to the Employer by the Union. If the Employer desires to change the agreed upon format, the Employer shall give the Union no less than 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 shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

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

1. Employee number
2. First Name
3. Middle Name
4. Last Name
5. Social Security Number

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 twenty (20) business days of receiving the audit from the Union.

SECTION 2.9: DATA SECURITY

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 or the provision of other employment benefits, upon not less than twenty-one (21) days written notice to the Union, 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 shall provide a copy of the request and any other materials submitted as part of the request at the time of notification. The Employer shall provide the Union with at least fourteen (14) days to review and challenge the scope of the request prior to the Employer's response to the disclosure request. The Employer agrees to consider the Union's response prior to disclosing any information about bargaining unit members.

SECTION 2.10: MEMBERSHIP FORMS

The Employer agrees to distribute membership forms for the Union with the basic employment paperwork required by the Employer.

After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send a complete digital copy to the Union within five (5) business days via common electronic format agreed upon by the Employer and the Union. Cards collected by a Union Advocate will be shared with the Employer to make a copy for itself.

The Employer will make digital copies of Membership Cards on file available to the Union upon request through the Data Maintenance process outlined in Section 2.8.

ARTICLE 3: UNION RIGHTS

SECTION 3.1: ADVOCATE SELECTION

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

SECTION 3.2: ADVOCATE RECOGNITION

The Employer agrees to compensate designated advocates at their regular rate of pay for their involvement in contract enforcement. These activities are defined as time spent in representational meetings, the labor management and Safety-No Harassment and No Discrimination (HAD) committees, "Union time" presentations, negotiations or meetings, and in-

services as mutually agreed upon by the Union and the Employer. Advocates shall have the obligation to coordinate with their supervisors when they will be utilizing advocate time and shall follow all usual scheduling procedures to ensure client care coverage. Upon request from the Employer, the Union will confirm time spent on contract enforcement activities.

SECTION 3.3: BULLETIN BOARDS

The Employer will provide a bulletin board and place the board in an area easily accessible to employees in each of the Employer's branch offices for Union postings.

The Union will provide a copy of all posted materials to the Human Resources Department at the time of posting. All postings will be signed by a Union worksite leader or Union staff person.

During the life of this agreement, should the Union develop a "virtual bulletin board" the Employer shall display a link provided by the Union. The parties shall meet to determine the appropriate place on the Employer's website to display the link and/or agree to include it in the new employee orientation material.

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

An integral part of each employee's tenure with the Employer is an understanding of this Agreement and the role of the Union in the employment setting. As such, representatives designated by the Union, 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. The Union may make its presentation in person, by phone or video conference. The Employer will endeavor to provide the Union representative or Union Advocate with notice, if possible, of all new employee orientations. In the event the Employer's new employee orientation is to be cancelled, postponed or delayed, the Employer shall notify the Union as soon as possible. Advocates will be paid their hourly rate for time spent in New Employee Orientations.

In some cases, various circumstances, such as scheduling conflicts, rural locations, emergent client needs, or unanticipated matters require new employee orientations to occur as needed and may be scheduled without notice. In these exceptional circumstances the Employer will, as they occur, provide the Union notice of new employees, which includes the employee's name, mailing address, home and cell phone numbers, and email address (if provided by the employee). Per section 2 of this agreement.

The Union shall have the right to include information in the Employer's new employee orientation materials. The Union will provide adequate copies of all documents it wants to be 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.

SECTION 3.5: ACCESS TO THE EMPLOYER'S OFFICES

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

SECTION 3.6: ACCESS TO THE EMPLOYEES' FILES

The employee or the employee's worker representative shall have the right to examine the employee's personal 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, and 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, and the employee does not need to provide written authorization to the Employer when a staff member of the union has requested information regarding a grievance or potential grievance from the Employer.

The Employer will, upon request, provide a copy of the personnel file within fourteen (14) calendar days. Copies may be emailed upon request by the employee. 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 to be disruptive of the Employer's business,

but to fulfill its duty of representation as indicated in the National Labor Relations Act.

SECTION 3.7: EMPLOYER WEBSITE

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

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 if the space is available.

SECTION 3.9: UNION LEAVE

Hours worked by an employee for purposes of approved Union leave will be credited toward the employee's cumulative career hours ("CCH") up to the number of hours the employee would have regularly been scheduled during the period of Union Leave. Upon request, the Union will provide verification of hours to the Employer.

ARTICLE 4: NO DISCRIMINATION AND EQUAL OPPORTUNITY

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, medical condition, marital or family status, pregnancy or parental status, national or tribal origin, including indigenous identity, language, genetic information, ancestry, gender, gender identity or perceived gender identity, gender expression, sexual orientation or perceived sexual orientation, age, religion, creed, citizenship or immigration status, veteran status, service in the Armed Forces of the United States, socio-economic status, lawful political beliefs or actions, union membership or activities, or other characteristics or considerations made unlawful by federal, state, or local law or 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. The Employer and the Union shall develop a way to produce the parties' collective bargaining agreement in multiple languages to ensure inclusion and acknowledgement of employees who wish to read the contract in a different language other than English; this topic can be a subject for discussion at the Labor Management Committee.

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.

SECTION 4.1: NO SEXUAL HARASSMENT

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

SECTION 4.2: NO DISABILITY DISCRIMINATION

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

SECTION 4.3: NO WORKPLACE VIOLENCE

The Employer is committed to providing all employees a safe and healthy work environment and expressly prohibits workplace violence.

SECTION 4.4: COMPLAINT PROCEDURE

The Employer has established a process for assisting employees who feel they have been subjected to workplace harassment, abuse, and/or discrimination. If an employee feels that they have been subjected to, or a witness of workplace harassment, abuse and/or discrimination, the employee should report the matter to their immediate supervisor and/or to the Employer's Human Resources Department.

Whether written or verbal, the employee's report should state specific details of the allegedly harassing, abusive, or discriminatory behavior.

The Employer must document and investigate all employee claims of workplace harassment, abuse, and/or discrimination, regardless of conflicting claims.

SECTION 4.5: NO RETALIATION

If an employee believes they are being subjected to any kind of negative treatment because the employee made a complaint or was questioned about a complaint, the employee must report the conduct immediately to their immediate supervisor and/or the Employer's Human Resources Department. The employee may also report these claims to the Union for support.

SECTION 4.6: CONFIDENTIALITY

All complaints of harassment, abuse, and/or discrimination reported to the Employer will be treated confidentially to the extent possible, except as needed to conduct a fair and thorough investigation. The investigation will include a private interview with the person filing the complaint and witnesses, to the extent the Employer deems it necessary.

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 Employer supports 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: PROBATION

The first three (3) months of employment shall be the probationary period for all new Home Care 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 clearly identify and explain how to correct performance issues. If satisfactory improvement does not result, the probationary employee may be disciplined or discharged at the sole discretion of the Employer without further notice or recourse to the grievance procedure. The discipline or discharge of an employee who is in probationary status shall not be in violation of 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.

ARTICLE 7: SENIORITY

Seniority shall be defined as the length of continuous service within the bargaining unit from the employee's date of hire. 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 Washington State Family Medical Leave Act, or any other extended leave approved by an Employer. Seniority shall be used to determine wage rates, paid time off (PTO) and 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.

In all matters relative to new work assignments and opportunities for additional work, the principle of seniority shall prevail, provided, however, that new work assignments and/or the assignment of additional work shall not result in overtime and/or unreasonable travel costs. It is further understood that, due to language requirements, skill requirement and/or "consumer preference," the Employer may bypass a senior employee who, by virtue of seniority would be given a particular client assignment. In such cases, the assignment will be given to the most senior available employee who can satisfy language/skill requirements and/or "consumer preference." Additionally, in such cases the Employer shall give the bypassed employee the next opportunity for assignment of additional work, subject to the provisions of this section.

ARTICLE 8: DISCIPLINE AND JUST CAUSE

SECTION 8.1: JUST CAUSE AND RIGHT TO REPRESENTATION

Just Cause and Progressive Discipline: The Employer shall not have the right to discipline

employees and/or to discharge non-probationary employees except 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 is not intended to be punitive in nature. Prior to issuing a disciplinary reprimand, the employer shall attempt to meet with the employee to gather facts surrounding the incident; and shall conduct a proper investigation prior to issuing a disciplinary reprimand. In general, progressive discipline shall be used upon repeat occurrences of the same kind, with the progression as follows: documented verbal warnings, written warnings (first, second, final), suspension, and discharge. Discipline should be issued in writing to the employee as expeditiously as possible.

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

Serious Misconduct: In the case of substantiated 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. Examples of such serious misconduct are: stealing, job abandonment (leaving clients unattended), abuse of client, stealing time (Medicaid fraud), lying in an investigation, falsification of documents (including time records).

Fact-finding: Prior to issuing any form of disciplinary action to an employee, an Employer shall investigate and gather facts. The Employer shall advise the employee of the purpose of the investigatory meeting and that the meeting could lead to disciplinary action and shall advise the employee of their right to request an advocate or Union representative in the meeting. If an employee requests an advocate or Union representative, the Employer will the Employer will allow time for the employee to seek representation. If an employee speaks a language other than English, the Employer will advise the employee that they can contact the Member Resource Center for language support during the meeting. 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.

When the Employer requests a written statement in lieu of a meeting, the Employer shall notify the employee of their right to consult their Advocate or the Member Resource Center prior to submission of the statement.

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

In the case of any written warning, suspension, economic sanction, or discharge for cause, an Employer shall give a copy of the disciplinary action to the employee, stating the reasons for the discipline or discharge no later than three (3) business days from the effective date of the action. The document shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice:

"Signing this document indicates that you have received a copy 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. 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 employees' 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 applicable Employer attempted to inform the employee of the investigation, pending, or actual discipline.

Employees who are discharged will be paid within fourteen (14) calendar days of the date of the termination of their employment. This final paycheck will include payment for all hours worked and not paid, as well as payment for any accrued paid time off.

SECTION 8.3: SUSPENSION OR DISCHARGE

Within seven (7) calendar days after any suspension or discharge for cause, 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 they are conducting its investigation as long as the employee is licensed to work. If the employee is exonerated after the employer's investigation and the employee was not offered other work pending the investigation, the Employer will reimburse the employee for the time lost at the employee's current rate of pay plus any applicable differential. Employees who are suspended may use any accrued paid leave during their period of suspension. If the employee is not offered other work pending the investigation and chooses to use paid leave during the investigation and is reinstated and exonerated by the employer, any paid leave used by the employee will be placed

back into their available PTO balance.

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 clients' written complaint, if any, with all identifiers removed, so long as the removal of identifiers adequately protects the confidentiality rights of the client and the provision of the complaint does not violate federal, state, local laws or regulations.

SECTION 8.5: EMPLOYER RULES

The Employer may establish reasonable work rules necessary to regulate employees' conduct at work. Work rules shall be reviewed with new employees and made available to all employees. 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.

Employees who speak a language other than English shall be provided the work rules in their preferred language, upon request.

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 and a copy shall be made available to the employee upon the employee's written request. The Employer shall allow the employee and/or their representative (if the employee so authorizes in writing) to examine the employee's permanent personnel file maintained in an Employer office, at a mutually agreeable time and date; files must be made available within five (5) business days of receipt of a written request. Employees who have a reasonable dispute with information in their personnel file may submit written comments no more than two (2) pages in length, replying 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. An

employee that is represented by the Union through the grievance process does not need to authorize in writing for a union staff member to request information pertaining to their personnel file and/or pertaining to the investigation of a grievance.

Should the employee maintain a good record for one (1) year, all identified negative materials shall be removed from their personnel files at the request of the employee, unless otherwise required to be retained by state law or regulation. Files that are not removed after one (1) year shall be considered as if they had been removed so long as the employee has not committed the same offense within the past twelve (12) months.

SECTION 8.7: ADULT PROTECTIVE SERVICES OR REGULATORY INVESTIGATIONS

Should Adult Protective Services (APS) 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 by the Employer to apply for unemployment benefits and to have the option to use any accrued and available PTO.

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 they are 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, an Employer by an employee or the Union involving an alleged violation by an Employer of the terms of this Agreement and/or the employee handbook or Policies and Procedures of the Employer. If the Union believes that a

term, condition, policy, or procedure of the Employer's handbook conflicts with this Agreement and/or is unreasonable the Union shall have the right to file a grievance. The Union and the Employer are mutually committed to resolving disputes at the lowest level possible, in an expedient manner.

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 stage of the grievance process provided that all appeals are timely.

The parties may waive meetings or conduct meetings by phone or video conference by mutual agreement. Electronic mail (email) shall be considered as valid notification under this Article.

The grieving employee who attends meetings outside of scheduled working hours shall be paid for the time spent at their normal rate of pay if the discipline is validated and the grievance resolved to both parties' satisfaction.

SECTION 9.3: 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;

c) When the alleged act(s) occurred;

d) The identity of the grievant(s);

e) The specific Article or provision of this Agreement, the employee handbook, the Employer's Policy and Procedure, or the past practice alleged to have been violated;

f) The remedy proposed to attempt to resolve the grievance.

The written grievance need not be on the Union's grievance form, as long as it contains the information above. Email is a valid form of notification under this Article. The written grievance must be signed by the grievant or authorized Union representative. An Electronic signature is valid under this Article.

SECTION 9.4: INFORMAL GRIEVANCE STEP

An issue in dispute will be addressed between the immediate supervisor and the employee involved, or the employee may request representation by an advocate or Union representative. Advocates and supervisors are encouraged to gather information to assist in establishing facts about the dispute. The dispute does not need to be presented in writing, and the resolution of the issue may also be verbal or by email.

SECTION 9.5: FORMAL GRIEVANCE STEPS

SECTION 9.5.1: STEP ONE GRIEVANCE FILING

The grievant, advocate and/or Union staff representative shall present a grievance orally or in writing to the grievant's immediate supervisor or designated Employer representative within thirty (30) calendar days from the date of the occurrence of the facts or from the date the alleged violation first became known, whichever is later. The Parties will meet to discuss the issue within ten (10) calendars days from receipt of the written grievance. An Employer representative shall respond in writing to the grievance within ten (10) calendar days of the meeting date to agree to resolve or deny the grievance. The Employer representative's response shall be addressed and sent to both the grievant and the Union. Should the Employer representative fail to respond within this timeframe, the Union has the right to advance the grievance to Step Two.

SECTION 9.5.2: STEP TWO GRIEVANCE FILING

If no resolution or settlement is reached between the grievant and the supervisor, the grievant or the Union may file a written appeal of the supervisor's decision rendered in Step One to the appropriate Program Director or the Employer's designated representative. The grievant or Union shall file this written grievance within fifteen (15) calendar days after receipt of the supervisor's decision from Step One. A meeting with the appropriate Program Director or Employer 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 issued to the Union representative within fourteen (15) calendar days from the date of the Step 2 meeting. 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.

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 9.5.3: MEDIATION (OPTIONAL)

In the event the grievance is not resolved through the process at Step 1 or Step 2, the Union and the Employer may agree to mediate the grievance. Such notification must be sent to the Employer within fifteen (15) calendar days after the Step 2 Designee's decision has been issued or was due. Mediation shall be conducted by the Federal Mediation and Conciliation Service (FMCS) or such mediator as the Parties may mutually agree to on a non-binding basis. Any grievance settlement reached in mediation, whether it represents a compromise between the Parties or a full granting or withdrawal of the grievance, shall be reduced to writing, signed by the Parties and shall be final and binding.

Any settlement offer made in the course of mediation shall be considered "off the record" and shall be inadmissible in any subsequent arbitration. The function of the mediator is to provide the Parties with possible win/win resolutions of the issue and to offer skilled advice as to what is likely to happen in an arbitration hearing in order to make a settlement of the grievance(s) more likely.

The Parties will agree as to when the mediation conference occurs, balancing the need to expedite case resolution with the convenience of mediating multiple grievances at once when possible. The mediation shall be attended by representatives of the Employer and the Union with full authority to resolve the grievances to be mediated. Employees who attend mediation shall do so on unpaid time. Every effort will be made to conduct mediation discussions as concisely as possible. The Parties shall bear their own costs for mediation. If a private mediator is used in lieu of FMCS by mutual agreement, the Parties will bear the cost of the mediator's services equally as well as when the mediator is chosen from the FMCS. If mediation is unsuccessful in resolving the grievance, or mediation is not selected as an option for resolution, the Union may advance the grievance to Arbitration.

SECTION 9.5.4: REQUEST FOR ARBITRATION

If no resolution or settlement is reached within thirty (30) calendar days after the date the grievance is presented to an Employer as provided in Step Two, or if no response is received by the Union within the time limits, then the Union shall have the right, within the next thirty (30) calendar days, to advise the Director or the Employer's 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 Parties.

SECTION 9.5.5: 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, in no later than five (10) 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:

a) Adjudication of the grievance setting forth the issue or issues to be arbitrated;

b) Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator;

c) The rendering of a decision or award that in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or that is in conflict with any of the provisions of this Agreement;

d) The rendering of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective Parties; and,

e) The rendering of a decision involving the administration or interpretation of insurance plans or contracts. The arbitrator shall not have jurisdiction over internal rules of the insurance plans or contracts which are outside the Employer's or the Union's control.

SECTION 9.6: 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 post-hearing briefs. The decision shall be final and binding upon the Employer, the Union, and the

employee(s) affected. The costs of the arbitration, including professional services for preparation of transcripts (if agreed by the Parties) shall be divided equally between the Union and the Employer. Any fees for witnesses shall be borne by the Party calling such witness.

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 made available in the EVV app or on an online job posting for at least seven (7) calendar days. In addition, information about all job vacancies will be available to employees who call, email, or text the Employer for that purpose. 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 their supervisor(s) of a desire to work additional hours, and schedule availability. Employees who are seeking to qualify for healthcare coverage shall indicate that they are seeking additional hours in order to qualify for health care coverage. Such notification will be made at least once a month. It is the responsibility of the employees to notify their immediate supervisors when their availability changes. The Employer will provide information regarding available hours, via EVV and other means which will assist employees in obtaining more hours.

SECTION 10.3: ASSIGNMENT OF AVAILABLE HOURS

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 employees who lost client hours through no fault of their own, to employees seeking enough hours to qualify for healthcare coverage and thereafter the Employer shall use seniority as the factor in assigning additional hours, up to a maximum of forty hours per week.

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.

SECTION 10.5: JOB DESCRIPTIONS

Job descriptions shall be reviewed by management annually. Any revised job descriptions will be shared with the Union. The Labor Management Committee shall have the ability to review, change, and/or develop new job descriptions for the classifications covered by this Agreement. Job descriptions shall be reviewed by Labor Management Committee annually. The Labor Management Committee shall meet to review and adopt proposed changes when necessary.

SECTION 10.6: INTRODUCTIONS AND HOME EVALUATIONS

Prior to the placement of an employee in a client's home, the Employer will conduct an on-site visit to ensure a safe working environment.

In order to establish and foster harmonious relationships between employees and the clients served by the Employer, the Employer shall facilitate introductory meetings between the employee and the client and will review the care plan with the employee for all assumed permanent placement assignments.

ARTICLE 11: LABOR- MANAGEMENT COMMITTEE

SECTION 11.1: PURPOSE

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

SECTION 11.2: COMPOSITION, SCHEDULE, AND PROCESS

Each Committee shall be composed of the following members:

Up to four (4) Union representatives, including a health and safety representative, and an equal number of Employer representatives.

In addition, the President or Executives of the organizations, 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 will prepare an agenda to be presented to their committee at least three (3) working days prior to the scheduled meeting

d) Employee Committee members will be paid at their regular rate of pay for participation for any scheduled hours of work that the worker foregoes by service on a Committee by the Employer and the Union, who will each pay half.

e) Such paid leave time shall be counted as "hours worked" and credited towards the employee's Cumulative Career Hours and will be reported for purposes of health care eligibility only (i.e., not for Union contributions).

f) Travel expenses, mileage, or other incidental costs for the union members on the Committee shall be borne by the Union.

g) The Committee will address each recommended agenda item in writing to the members of the Committee within one (1) month.

SECTION 11.3: EMPLOYEE HANDBOOK

Should the Employer create an Employee Handbook or modify an existing one, and if such additions or modifications affect bargaining unit members, 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.

SECTION 11.5: NEGOTIATIONS

The Labor-Management Committee shall not meet while any section of this Agreement is open for negotiations.

ARTICLE 12: LOBBY DAY / HOMECARE ADVOCACY DAY

The Employer agrees to grant up to two of its bargaining unit employees, based on a first-come, first-served basis, up to two (2) paid leave days each calendar year, as designated by the Union, for the purpose of public advocacy to improve the quality of long-term care. The Union shall designate in writing to the Employer dates of the public advocacy events at least ten (10) calendar days in advance. Employees will submit time off requests at least one week in advance of the event(s). 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.

The Employer will compensate employees on paid leave for Union advocacy purposes at their regular rate of pay and are to be compensated for the time spent at the event, or missed shift(s), whichever is longer.

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 13: HEALTH AND SAFETY

SECTION 13.1: RIGHT TO SAFE WORKING CONDITIONS

The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employees shall be required to work in any situation that would threaten or endanger their health or safety and the Employer shall notify employees of any health or safety risks prior to a client assignment and employees have the right to decline working for a client who lives in a situation which could threaten their health and safety.

Such situations include but are not limited to: bodily harm to the employee; threatening behavior of the client or others in their home to the employee; sexual harassment of the employee by the client or by persons in the household, clients with symptoms or conditions communicating their needs to the employee in ways that the person providing care may experience or interpret as harassment; or any other situation that would be a threat to the employee's health or safety. In any event, employees should not have to experience discrimination, abusive conduct, and challenging behaviors without assistance or redress and will immediately report to their Employer any working condition that they believe threatens or endangers their or the client's health or safety.

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

A. 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 English and at least three of the languages spoken most by the caregivers.

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:

    I. Documented by the Employer; or

    II. 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:

    I. In the client's care plan;

    II. By the Employer; or

    III. By a third party and communicated to the Employer.

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

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 13.2: IMMINENT DANGER TO EMPLOYEES

Any employee who believes in good faith that their health and/or safety is in imminent danger at an assigned work location may leave that location immediately.

The employee shall report the incident to their supervisor as soon as possible after leaving the assigned work location. If the Employer is unable to find the employee a substitute assignment for the remainder of the scheduled shift, the Employer will pay the employee up to two (2) hours at their regular rate of pay. The Employer shall investigate the incident and shall report the incident to the client's family or guardian for private-paid clients, to DSHS for public-paid clients, and to any other appropriate 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 Employer continues to serve the client, any future employee assigned to that client shall be provided with copies of any documentation related to the incident before they are required to begin the assignment and obtain in return from the employee a signed acknowledgment of receiving such documentation. A verbal approval from the employee that is documented by the employer is also acceptable. The Employer reserves the right to protect client confidentiality in the release of this documentation.

Nothing in this section shall be interpreted to limit in any way an employee's right to refuse unsafe work under the National Labor Relations Act, the Occupational Safety and Health Act, or other applicable laws.

SECTION 13.3: SAFETY EQUIPMENT & SUPPLIES

No employees shall be required to provide at their own expense safety equipment, supplies, or protective garments, including, but not limited to gloves, masks, aprons, and protective eyewear 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. If such a situation arises where there are insufficient supplies or materials, the employee will report the situation immediately to their supervisor.

The Employer shall include respirator masks on the list of PPE provided to Caregivers in areas with extreme weather conditions.

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

SECTION 13.4: CLEANING EQUIPMENT & SUPPLIES

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

SECTION 13.5: VACCINATIONS

The Employer will at no cost to the employee or Employer offer, Hepatitis A and B shots, flu shots, tuberculosis, pneumonia, and other vaccinations as deemed appropriate for employees caring for high-risk clients and who are not otherwise covered by health insurance. The Employer will continue to follow federal and state guidelines for Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination.

SECTION 13.6: 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 will provide input to be used by the Employer's Safety Committee and the Quality Assurance program as required by SB 6205. Safety will be a standing agenda item for the Labor Management Committee.

SECTION 13.7: 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 off the clock at the time an emergency is declared, the Caregiver will not be required to get to a client's home to work their regularly scheduled shift. The Employer shall determine the conditions and probable length of time necessary for returning to work, after investigation or contact with the relevant state and local emergency departments.

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

C. Caregivers shall be granted leave with pay for shifts when they are unable to report to their client's home because of a natural disaster or emergency officially declared by state or local authorities, up to a maximum of [3] paid days per calendar year.

D. 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.

E. The Employer shall send at least the following items outlined in Section 10.3 to the client's home, including a list of recommended items to be included in an emergency preparedness kit and an emergency communication plan.

ARTICLE 14: PAY RECORDS AND PAY PERIODS

SECTION 14.1: CHECK STUB

Each pay period, employees' pay stubs shall include the current hours worked, accrued time off for eligible employees, current wages earned, current wage rate, cumulative wages to date, and any regular itemized deductions, including any duly authorized dues and COPE deduction, in accordance with the Employer's payroll procedures.

SECTION 14.2: PAY PERIODS, TIMESHEETS, AND PAY SCHEDULES

Pay Periods: Payment of wages shall be twice monthly, on the 9th and 24th of each month. If a payday falls on a Saturday or Sunday, checks will be distributed on the following business day (typically Monday).

Timesheets: Timesheets will be submitted by employees electronically or on paper. The Employer shall make the pay schedule available to all employees, published as a yearly calendar with pay days.

SECTION 14.3: CHECK CORRECTIONS

In the event an employee does not receive their paycheck on payday or is underpaid due to an administrative error, a new check shall be issued within one (1) business day from the pay date as long as the applicable 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 a small amount, the Employer may ask the employee if the corrected amount may be paid on the next paycheck.

SECTION 14.4: DIRECT DEPOSIT

The Employer shall offer direct deposit of paychecks. Such direct deposit shall be voluntary for employees and will require authorization by each participating employee.

ARTICLE 15: JOB DESCRIPTIONS AND CARE PLANS

Job Description: All employees will be provided with a written job description stating what will be required of them in the job position and classification.

Care Plans: In order to help assure the best quality of care, and continuity of care, upon receiving assignments to a client, the employee will review with their 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, the 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 any changed client need(s).

ARTICLE 16: LEAVES OF ABSENCE

SECTION 16.1: 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.

Leave to Conduct Union Business: A leave of absence without pay shall also be granted for up to 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 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 the CBA 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 (6) months for each Union Leave, all hours worked for the Union shall count as "hours worked" as defined in the CBA, 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 (6) consecutive months, unless mutually agreed.

SECTION 16.2: BEREAVEMENT LEAVE

Non-probationary employees who have completed more than two (2) years of continuous service are eligible for up to two (2) days of paid funeral or bereavement leave for the employee's family members. To respect the diversity of family composition, employees are trusted to self-identify who constitutes a family member.

Employees may use accrued Paid Time Off for bereavement leave beyond this allotment.

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, consistent with Section 15.3 (Leaves of Absence Without Pay). Employees may use any accrued and earned Paid Time Off for this purpose.

SECTION 16.3: LEAVES OF ABSENCE WITHOUT PAY

Employees who have completed the Probationary Period 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 leaves of absence without pay for the following reasons and lengths of time.

Type of Leave:	**Time:**
Family leave, as provided by law	As provided by law
Medical leave	As certified by a physician or provided by law
Military leave – Active duty	As provided by law (see below)
Military caregiver leave	As provided by law (see below)
Military spouse leave	As provided by law (see below)
Washington Paid Family and Medical Leave	As provided by law

Return from Leave of Absence: The employee taking a leave of absence is entitled to return to their 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: The Employer will provide alternative work opportunities to employees injured on the job when feasible. The primary components include working closely with the employee and his/her physician to determine if and when the employee can return to modified duty. In addition, the attending physician will be requested to confirm what assignment and/or activity level restrictions must be adhered to. With cooperation from all parties involved, this program can result in earlier return to work for employees, an opportunity to learn/develop new skills, etcetera.

SECTION 16.4: 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 their 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.

SECTION 16.5: 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 16.6: 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 experience, 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 16.7: OTHER REQUIRED LEAVE

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

ARTICLE 17: HOLIDAYS

SECTION 17.1: DESIGNATED HOLIDAYS

The following days shall be recognized as holidays:

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

SECTION 17.2: HOLIDAY PAY

Employees who are assigned to work on one of the recognized holidays listed above will be paid for all hours worked on those days at one and half times their regular rate of pay, which includes any applicable differential.

SECTION 17.3: HOLIDAY SCHEDULING

Should a regularly assigned employee be requested to work on one of the 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.

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.

Work on Holidays shall be assigned by the Employer.

PTO Usage: Employees may use accumulated PTO for a holiday day off. PTO will be paid at the regular rate of pay.

ARTICLE 18: TRAVEL PROVISIONS

SECTION 18.1: TRAVEL PAY AND MILEAGE

Windshield time: Employees shall be paid at their regular rate of pay per hour, while traveling directly between two assigned client homes. Windshield time is not paid for travel to or from an employee's own residence, or for travel to training, errands, or the Employer's office, except as otherwise required by law.

Employees who use public transportation for travel between assigned work locations or clients shall be paid their regular rate of pay per 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, and for authorized client errands shall be reimbursed for mileage at the IRS standard mileage rate per mile. The number of miles reimbursable for travel between assigned clients shall not be limited. The Employer may set reasonable limits on the total number of miles reimbursed per month for client errands, consistent with the Employer's funding contracts with the Area Agency on Aging, the Department of Social and Health Services, or other applicable payers. The Employer retains the right to determine and assign efficient driving routes to minimize mileage and travel cost, taking road conditions and closures into account.

Employees will not be required to drive their vehicles for miles for which they are not reimbursed.

Employees who use public transportation between assigned work locations or for authorized errands shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly bus pass.

Ride share programs may be authorized on a case-by-case basis. If the ride share program is pre-approved by the Employer, the employee shall be reimbursed for the total cost of the fare associated with the trip. Employees shall be required to provide documentation of public transportation or ride share program costs. Ride share reimbursement under this section shall not exceed $76.00 per month per employee unless otherwise pre-approved in writing by the Employer.

Disputes about Reimbursement: The Employer reserves the right to use mapping software (e.g.,

Google Maps) to determine miles or drive time between assignments in instances where a significant variance in travel reimbursement claims is identified by the Employer. Employees who must use alternative routes (e.g., due to road closures or other verifiable reasons), must notify their supervisor by the end of their shift in order to be eligible for mileage reimbursement of the additional miles.

SECTION 18.2: INSURANCE AND DRIVER'S LICENSE

If an employee chooses to drive their personal vehicle during client assignments, or while on duty, the employee is required to maintain and carry a current driver's license and liability insurance. The Employer shall require proof of sufficient liability insurance for employees who choose to drive their own personal vehicles for client services or transportation between client assignments. The employee will provide current and updated copies of licenses and insurance each year. The Employer will notify employees that they need to update their insurance or license on file upon expiration. Employees may be denied mileage reimbursement if the insurance and/or license documentation is not submitted prior to expiration.

SECTION 18.3: NO 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 19: MEAL AND REST PERIODS

The Employer will comply with state and federal law regarding meal and rest periods. Should a client unreasonably deny an employee's request for a break or rest period, the employee is encouraged to contact the client's supervisor who will work on a solution with the client and the employee.

Meal Periods: Employees must be allowed a meal period when they work more than five hours in a shift. A meal period must be at least 30 minutes long and start between the second and fifth hour of the shift.

For assignments where the employee is unable to take a thirty (30) minute meal period, the meal period shall be paid as time worked. Employees may take brief, intermittent breaks in the client's home when a thirty (30) minute meal period is not possible due to client care needs as long as they inform their client in advance and are able to ensure the client's continued health and safety.

For assignments where the employee is able to be free from all duties for a thirty (30) minute meal period, the meal period shall be unpaid. Except for emergencies, employees will be completely relieved from duty during the unpaid meal period.

Rest 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 being provided, except in emergencies.

ARTICLE 20: PAID TIME OFF (PTO)

SECTION 20.1: ACCRUAL

Employees shall be eligible for Paid Time Off (PTO) benefits. Accrued paid time off 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:

Effective upon ratification, employees shall accrue one (1) hour of paid time off for every twenty-five 25) hours worked. PTO may accumulate for a maximum of 120 hours. The Employer will notify the employees when they are reaching their maximum hours.

PTO shall not be counted toward a caregiver's workweek.

SECTION 20.2: 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 vacation time, employees must submit leave requests at least two (2) weeks prior to the date the requested paid leave commences. In the event that too many employees request paid leave for the same time period, and the Employer cannot ensure safe client coverage, leave approval shall be granted by seniority within the office to which the employee is assigned. The Employer will approve or deny in writing the requested time off within five (5) days from the date of the request.

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

At the request of the employee, and at the discretion of the Employer, payment in advance of the leave may be issued. Such requests shall be made in writing by the payroll cutoff date the requested leave commences.

SECTION 20.3: PTO CASH-OUT

Employees may elect to cash out hours of paid time off after completion of their probationary period, by written request submitted at least two (2) weeks in advance.

Non-probationary employees whose employment terminates 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 20.4: UTILIZATION OF SICK LEAVE

Non-probationary employees who have accrued PTO shall be eligible for paid leave for any period of absence from employment which includes but is not limited to the employee's illness; injury; temporary disability; medical or dental care; or to attend to members of the employee's or the employee's spouse's immediate family or domestic partner or domestic partner's immediate family, where the employee's presence is required because of illness or as otherwise allowed by the state or federal Family Medical Leave Act or other State law.

SECTION 20.5: 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 four (4) 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 workdays. 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 workdays.

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

SECTION 20.6: SICK BANK

SECTION 20.6.1: PURPOSE AND ELIGIBILITY

The Employer will establish a Sick Leave Bank. Participation is voluntary. The Employer's role is limited to administering donations and withdrawals; the Employer has no obligation to supplement the Bank with additional paid hours if it is depleted. To be eligible to contribute to the Bank, an employee must have completed their probationary period and possess an accrued PTO balance of at least forty (40) hours.

SECTION 20.6.2: NOTIFICATION

The Employer will notify the employees if there is a need for volunteers to donate their PTO towards the Sick Leave Bank.

SECTION 20.6.3: WITHDRAWALS AND USAGE

A participating employee who suffers an extended, catastrophic, or severe illness/injury and has exhausted all of their own accrued sick leave, vacation time, and PTO may apply for grants from the Sick Leave Bank

SECTION 20.7: COMBINATION WITH OTHER BENEFITS

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

ARTICLE 21: WAGES AND PREMIUMS

SECTION 21.1: WAGE SCALE AND WAGE PROGRESSION

Employees covered by this Agreement shall be compensated according to the wage scale schedule set forth in Appendix A to this Agreement. Employees shall advance along the wage scale based on hours of service to the Employer. No employee will suffer a wage reduction as a result of this Agreement.

SECTION 21.2: PLACEMENT ON THE SCALE

Placement Upon Ratification: At ratification, all employees who have completed verifiable hours

of paid, professional personal homecare work with the Employer or prior to their employment with the employer, shall receive credit on the wage scale up to the maximum amount that can be verified. Credit shall also be given for verifiable experience worked as a certified nursing assistant or registered nursing assistant in a long-term care or hospital setting.

Returning Employees: Returning employees who have had a break in service of less than two (2) years will be credited with the number of hours of experience with the employer at the time of last date previously worked with the purpose of calculating their rate of pay.

Wage Progression: Employees shall be paid according to the attached wage scale and advance to the next higher step on the wage scale as they reach the seniority hours on that step. An employee's total accumulated hours shall be itemized and labeled as such on the employee's paycheck stub.

SECTION 21.3: CNA/NAR AND CERTIFICATION DIFFERENTIAL

Home Care Aides who hold and submit a current Home Care Aide Certification shall receive a twenty-five cent ($0.25) differential for each paid hour. Home Care Aides who hold a valid Certified Nurse's Assistant license, or an equivalent or greater medical license, shall receive a forty cent ($0.50) differential for each paid hour in place of, and not in addition to, the Home Care Aide Certification differential.

SECTION 21.4: EXTRAORDINARY CARE DIFFERENTIAL

Extraordinary Care Differential: To meet client behavioral or extensive personal-care needs, all hours worked for clients whose behaviors and/or conditions that significantly impact the provision of personal care, and/or necessitate additional effort, special skills, or training, shall be paid an additional fifty cents ($0.50) per hour for work with that client only. Eligibility criteria include total transfer or total toileting needs; delegated nursing tasks; and behavioral needs requiring special skills to keep the client and/or others safe.

SECTION 21.5: MENTOR, OR TRAINER PAY

If an employee is assigned to train other caregivers in the process of onboarding, the employee shall receive an additional $0.50 cents per hour for those assigned hours.

SECTION 21.6: 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 21.7: 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, in accordance with applicable state laws. Paid leave time, 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 21.8: 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 the employee a substitute assignment, the employee shall be paid at their regular hourly rate for up to two (2) hours of 'show-up/no access' pay. The employee may agree to make up the hours with another client.

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

The employee shall receive credit towards wage progression (seniority on the wage scale), paid time off or leave accrual, and benefit eligibility**.** the amount of 'show-up/no access' time compensated.

SECTION 21.9: L & I WORKER CONTRIBUTIONS

The Employer will assume all costs associated with L & I insurance payments as required by law.

ARTICLE 22: COMPREHENSIVE HEALTH AND WELFARE BENEFITS

SECTION 22.1: HEALTH BENEFITS TRUST PARTICIPATION

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

employees.

SECTION 22.2: ELIGIBILITY STANDARDS

Employee eligibility for healthcare benefit coverage 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/documentations, dis-enrolling ineligible workers, providing COBRA notifications and follow-up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and dis-enroll ineligible workers. The Employer shall provide information on the Trust's benefits to all employees during the on-boarding process.

SECTION 22.3: CONTRIBUTIONS

22.3.1: HOURLY CONTRIBUTION RATE

The hourly contribution rate shall be the hourly contribution rate established by the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked (hereinafter the "Healthcare Rate"). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating Section 22.3.

22.3.2: MEDICAID-FUNDED HOURS WORKED

Effective 12/01/2026, 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. 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.

22.3.3: NON-MEDICAID-FUNDED HOURS WORKED

Effective 12/01/2026, 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 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.

Contributions required by Section 22.3 shall be paid periodically as required by the Trust.

SECTION 22.4: 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 22.5: 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 22.6: TRUST AGREEMENT

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

SECTION 22.7: INDEMNIFY AND HOLD HARMLESS

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

ARTICLE 23: HOME CARE TRAINING AND CERTIFICATION

SECTION 23.1: TRAINING PARTNERSHIP

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

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

There shall be established a "certification benefit" for the exclusive purpose of defraying the initial costs of certification and testing fees required by the Department of Health (DOH) or their testing agent for bargaining unit members to remain qualified to provide in-home care services. This benefit shall also be administered by the Training Partnership.

SECTION 23.2: CONTRIBUTIONS

23.2.1: TRAINING PARTNERSHIP

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

23.2.2: MEDICAID-FUNDED HOURS WORKED

Effective 12/01/2026 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.

23.2.3: NON-MEDICAID-FUNDED HOURS WORKED

Effective 12/01/2026, 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.

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

SECTION 23.3: TRUST AGREEMENT

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

SECTION 23.4: ADVANCED TRAINING

During the life of this agreement, the Parties agree to participate in a new advanced skills training track designed for agency workers who support clients who have heavy personal care needs or experience behaviors of significant frequency and intensity based on criteria to be established by the Employer.

Participation in advanced training shall be established by criteria set by the Labor Management Committee. The criteria may take into account seniority and other factors that would indicate a client or worker who would benefit from advanced training.

If necessary, the Training Partnership may establish criteria for prioritizing available classroom slots.

To participate in the advanced skills training track, providers:

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

Must meet any other criteria established by the LMC.

ARTICLE 24: SECURE RETIREMENT BENEFITS

SECTION 24.1: 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 24.2: 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 24.2.

SECTION 24.2.1: MEDICAID-FUNDED HOURS WORKED

Effective 12/01/2026 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. 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.

SECTION 24.2.2: NON-MEDICAID-FUNDED HOURS WORKED

Effective 12/01/2026 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. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Contributions required by this Section 24.2 shall be paid periodically as required by the Trust.

SECTION 24.3: 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 25: PRODUCTION OF AGREEMENT

SECTION 25.1: COST OF PRODUCTION

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

SECTION 25.2: PRINTED COPIES

In addition to the actual text of the Agreement and by mutual agreement of the Parties, the printed copy of the Agreement may contain introductory statements, highlights, or graphics included for the purposes of making the Agreement easier to understand and in order to provide the information most important to home care workers (such as their wage scales, benefits, and rights) in an easily-accessible, user-friendly format.

SECTION 25.3: INTERPRETATION

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

SECTION 25.4: REIMBURSEMENT

To the extent that the Union incurs costs associated with this Article prior to the effective date of this Agreement and not exceeding ten thousand dollars ($10,000), those costs shall be agreed upon and reimbursed by the Employer on or immediately after the effective date of this Agreement.

ARTICLE 26: LAYOFF & RECALL

SECTION 26.1: LAYOFF

A layoff is defined as a permanent reduction in the number of employees employed by the Employer. In the event of a need for a reduction in workforce, the Employer will meet with the Union as far in advance as possible, but in no case less than thirty (30) days, to identify the reasons for 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 are qualified to perform the work remaining and provided further that the Employer is not required to reassign an employee to a work assignment requiring more than an hour additional travel time (by auto) between clients. An employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required

if the additional assignment(s) results in more than forty-five (45) minutes travel time (by auto) from home to the first client of the day or from the last client of the day back to the employee's home. The Employer agrees to provide thirty (30) days' notice of layoff to affected employees and the Union.

SECTION 26.2: 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 the Employer informed of their current address and phone number. The Employer shall notify laid-off workers of recall by phone, email, and U.S. mail. When offered reemployment from layoff, the employee must indicate acceptance and availability for work within seven (7) days of receipt of the email or letter, whichever is received first.

ARTICLE 27: 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, the right to set and administer work performance and disciplinary standards and discharge employees, subject to the conditions as set forth in this Agreement. 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 28: NO STRIKE OR LOCKOUT

The Parties agree that during the life of this Agreement, there shall be no strikes caused or sanctioned by the Union and there shall be no lockouts entered upon by the Employer.

ARTICLE 29: MODIFICATIONS AND PAST PRACTICES

This Agreement constitutes the entire agreement between the Parties. 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 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, the Employer shall notify the Union and furnish a copy of any revised handbook to the Union within three business days. The Union shall have the right to demand to bargain over any mandatory subjects of bargaining included or proposed in such a Handbook.

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 shall make acceptance of this collective bargaining agreement 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 any Employer enters into any business relationship which may impact bargaining unit members, such Employer(s) will notify the Union promptly and enter into bargaining at the request of the Union within 30 days of such notice.

ARTICLE 31: SEVERABILITY

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 promptly meet to negotiate a substitute provision.

In the event of such invalidation or injunction, the Parties shall promptly meet to negotiate a substitute provision, unless mutually waived by the Parties. Any changes or amendments to the agreement shall be in writing and duly executed by the Parties and their representatives.

ARTICLE 32: IMMIGRATION-RELATED EMPLOYMENT PRACTICES

SECTION 32.1: ICE/DHS ACCESS TO THE WORKPLACE

To the extent permitted by law and reasonably practicable, the Employer shall notify the Union as quickly as possible if any ICE or DHS agent contacts the agency, or upon receiving notice of a Social Security Administration audit of employee records, to enable a Union representative or attorney to take steps to protect employees' rights. The Employer shall not disclose an employee's name, address, or similar information to immigration authorities beyond what is legally required. To the extent permitted by law, employees shall not be discharged, disciplined, suffer loss of seniority, or otherwise be adversely affected by a lawful change of name or Social Security Number.

SECTION 32.2: 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 32.3: 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 32.4: 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 32.5: PARTICIPATION IN E-VERIFY AND SIMILAR PROGRAMS

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

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

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

b. Not use E-Verify except for new hires, unless required by law. For purposes of federal E-Verify, an employee shall not be considered a new hire as provided in 8 CFR § 274a.2(b)(1)(viii);

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

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

SECTION 32.6: WORK AUTHORIZATION ISSUES

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

a. the specific document or documents that are deemed to be deficient and why the document or documents are deemed deficient;

b. what steps the worker must take to correct the matter;

c. the employee's right to have a union representative present during the verification or reverification process and;

d. any rights which the worker may have in connection with the verification or reverification process under this MoU.

In the event that an employee does not provide adequate proof that they are authorized to work in the United States after their probationary or introductory period, and their employment is terminated for this reason, the employer agrees to immediately reinstate the employee to their former position, without loss of prior seniority upon the bargaining unit member providing proper work authorization documentation within 24 months from the date of termination.

SECTION 32.7: 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 32.8: 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: USE OF ARTIFICIAL INTELLIGENCE (AI)

SECTION 33.1: PROHIBITED USES OF AI

The Employer shall not use Artificial Intelligence (AI) technology to evaluate, score, or take adverse action against an individual employee's performance without prior written consent from the Union. The Employer shall provide the Union with thirty (30) days' written notice, but shall not be required to obtain consent, before implementing AI-based scheduling, routing, or administrative tools that do not evaluate the performance of any individual employee.

SECTION 33.2: 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 33.3: 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.

ARTICLE 34: TERM OF AGREEMENT

This Agreement shall be effective upon ratification, for the Union and Graceland and shall remain in full force and effect, as amended by mutual written agreement of the Parties, through June 30, 2029.

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

Negotiations for a successor Agreement for the Union and the Employer shall be conducted as industry-wide negotiations with the Union to commence no earlier than May 1, 2029, and no later than two (2) weeks following Legislative approval or rejection of the pattern home care Agreement between the State of Washington and the Union. Should the Parties reach impasse and fail to reach agreement by October 31, 2029, the Parties may agree to submit outstanding issues to interest arbitration.

ARTICLE 35: WAGE AND BENEFITS REOPENER

SECTION 35.1: PURPOSE

The Parties recognize that caregiver wages and economic benefits are substantially dependent upon reimbursement rates established by the State of Washington. It is the mutual intent of the Parties that employees' wages and benefits keep pace with available funding and that future negotiations over economic issues coincide with the State's legislative budget process.

SECTION 35.2: REOPENER

The Parties agree to reopen negotiations no sooner than July 1, 2027, and commence no later than August 1, 2027, solely on the economic subjects identified in this Article upon the enactment of legislation or implementation of administrative action that increases or otherwise modifies state funding or reimbursement for Agency caregiver services.

Economic subjects subject to this reopener include:

- Wage scales and step progression;

- General wage increases;
- Training wages and training benefits;
- Retirement benefits and Employer contributions;
- Health insurance and healthcare benefits, including Employer contributions;
- Mileage and differentials;
- Other economic benefits funded directly or indirectly through state reimbursement.

All other provisions of this Agreement shall remain in full force and effect unless modified by mutual agreement.

SECTION 35.3: NOTICE AND COMMENCEMENT OF BARGAINING

The Union shall provide written notice to reopen negotiations on the subject of this Article.

The Parties shall commence bargaining within thirty (30) calendar days following the notice and shall meet at reasonable intervals thereafter with the objective of reaching agreement prior to the effective date of any reimbursement changes whenever practicable.

SECTION 35.4: INFORMATION SHARING

Upon request by the Union, the Employer shall provide information relevant and necessary for bargaining over the economic subjects covered by this Article, including reimbursement information received from the State and any information demonstrating how legislative funding affects caregiver wages and benefits, to the extent required by law.

SECTION 35.5: LEGISLATIVE ALIGNMENT

It is the intent of the Parties that future negotiations concerning wages and economic benefits occur following each biennial legislative budget process so that newly authorized state funding may be promptly considered in collective bargaining.

SECTION 35.6: DURATION OF ECONOMIC AGREEMENTS

Any agreements reached pursuant to this Article shall become part of this Agreement and remain in effect for the remainder of the Agreement unless otherwise specified by the Parties.

APPENDIX A: WAGE SCALE

CCH	At Ratification		January 1, 2027	
Cumulative Career Hours	Base Rate	HCA Rate	Base Rate	HCA Rate
0-2000	$23.74	$23.99	$23.88	$24.13
2001 - 4000	$23.93	$24.18	$24.07	$24.32
4001 - 6000	$24.11	$24.36	$24.25	$24.50
6001 - 8000	$24.33	$24.58	$24.47	$24.72
8001 - 10000	$24.56	$24.81	$24.71	$24.96
10001 - 12000	$24.88	$25.13	$25.03	$25.28
12001 - 14000	$25.21	$25.46	$25.36	$26.41
14001 - 16000	$26.01	$26.26	$26.16	$25.61
16001 - 20000	$26.30	$26.55	$26.46	$26.71
20001 - 24000	$26.67	$26.92	$26.83	$27.08
24001 - 40000	$26.94	$27.19	$27.10	$27.35
40000 +	$27.48	$27.73	$27.64	$27.89