



Office and Professional Employees International Union  
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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CDM CAREGIVING SERVICES**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL NO. 8, AFL-CIO**

**FOR THE PERIOD OF**

**JULY 1, 2021 THROUGH JUNE 30, 2023**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CDM CAREGIVING SERVICES

TABLE OF CONTENTS

	<u>PAGE</u>
Appendix "A" Wage Rates .....	30
Appendix "B" Dues Schedule.....	31
Employee Classifications.....	9
Employment Practices and Employee Rights.....	4
Grievance/Arbitration Procedure .....	26
Health and Safety .....	24
Health, Dental and Vision Benefits .....	19
Holidays.....	15
Hours of Work.....	17
Labor/Management Committee .....	28
Management Rights .....	7
Non-Discrimination .....	24
No Strike, No Lockout.....	28
Paid Time Off (PTO).....	10
Preamble .....	1
Recognition of the Union .....	1
Retirement Plan.....	23
Seniority .....	8
Separability.....	24
System or Regulations Changes and Training .....	16
Termination and Renewal.....	28
Union Activity.....	2
Union Membership .....	1
Unpaid Leave .....	13
Wages and Other Compensation .....	22
Wages and Payday .....	21

# COLLECTIVE BARGAINING AGREEMENT

## CDM CAREGIVING SERVICES

### PREAMBLE

THIS AGREEMENT is made and entered into at Vancouver, Washington this 1<sup>st</sup> day of July 2021, by and between CDM Services d/b/a CDM CAREGIVING SERVICES, hereinafter referred to as the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of setting wages, benefits, hours, working conditions and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties. The EMPLOYER and the UNION agree to the following:

### ARTICLE 1

#### RECOGNITION OF THE UNION

**Section 1.1 RECOGNITION.** The Employer recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, benefits and all other terms and conditions of employment for all Home Care Workers employed by the Employer; but excluding all clerical employees, managers, confidential employees, professional employees, temporary employees, all other employees, guards and supervisors as defined by the Act.

**Section 1.2 COVERAGE.** Whenever the word "employee" appears in this Agreement, it shall refer only to those employees for whom the Union is, pursuant to Section 1.1 of this Agreement, recognized as the exclusive bargaining agent.

### ARTICLE 2

#### UNION MEMBERSHIP

**Section 2.1 UNION SECURITY AND MEMBERSHIP.** The Employer agrees that all employees covered under this Agreement, in accordance with Article 1, employed as of the date of ratification of this Agreement shall, as a condition of employment, become and remain members of the Union in good standing or agree to pay a representation fee.

**Section 2.2 UNION SECURITY AND MEMBERSHIP.** The Employer further agrees that all new employees hired subsequent to the effective date of this agreement shall, as a condition of employment, in accordance with Article 1, on the first of the month after 31 days from the date of employment become and remain members of the union in good standing or agree to pay the Union a representation fee. Good standing for the purpose of this Agreement shall depend on payment of initiation fees and dues or representational fee on a timely basis.

**Section 2.2(a) UNION SECURITY AND MEMBERSHIP.** The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee

that they have not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which they are delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

**Section 2.3 DUES DEDUCTION.** Upon receipt of a written check-off authorization card signed by an employee covered by this Agreement, the Employer shall make periodic deductions from the wages of such employee and remit same to the Union for the payment of current regular dues and initiation fees, subject to the following terms and conditions:

**Section 2.3(a) DUES DEDUCTION.** The Employer shall deduct current regular dues and initiation fees from each paycheck and remit such fees to the Union by the twentieth day or first working day after the twentieth of each month unless the employee has made arrangements to make direct payment of dues to the Union and notified the Employer and the Union in writing of same.

**Section 2.3(b) INDEMNIFICATION.** The Union shall indemnify, defend, and hold the Employer harmless from and against all suits, demands, actions, proceedings and claims against the Employer or persons acting on behalf of the Employer (including payment of Employer's attorney fees) for any relief sought where the claim arises from the application of this Article. In the event that any part of Article 2 shall be declared invalid or that all or any portion of the monthly dues must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.

**Section 2.4 ROSTER.** The remittance of dues shall be accompanied by a listing of employees for whom dues are remitted and the amounts remitted for each employee, including name, date of birth, mailing address, home phone number, personal e-mail address and cell phone if available, rate of pay, hours worked, and date of hire upon the effective date of this Agreement and every month thereafter. The Employer shall also provide to the Union each month a list of all changes in status of employees that shall include the name and reason and date of the change of status (new hire, discharge, layoff, resignation) of each employee.

**Section 2.5 PRESENT CONDITIONS.** No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages designated in this Agreement, for the class of work in which they were engaged, shall suffer a reduction in the rate of wages from the application of this Agreement.

### ARTICLE 3

#### UNION ACTIVITY

**Section 3.1 NEW UNION MEMBER PACKETS.** The Union shall provide the Employer with New Union Member Packets. The Employer's representative shall distribute the New Union Member Packet along with the contact numbers for the Union and for Shop Stewards, at the new employee orientation. The Employer will collect signed Union authorization and membership cards at the initial orientation for those employees who sign the cards then.

**Section 3.1(a) NEW EMPLOYEE ORIENTATION.** The Union will be allowed fifteen (15) minutes to meet with the new employees during each new employer group orientation. The employer will provide a list to the Union via electronic mail of the known orientation attendees which will include their name, date of hire, phone number, and personal email, if available, three (3) workdays prior to the orientation. If an employee is scheduled for orientation where three days notice is not feasible, the employer will send the employees contact information to the Union Representative after the employee's orientation within three workdays.

**Section 3.2 UNION ACCESS.** The Union shall advise the Employer in writing or by fax, or by email of the names of the Union Representatives, agents and Shop Stewards authorized to represent the Union in dealings with the Employer. The Employer shall recognize the Union Steward who shows authority from the Union as a duly accredited Union representative who may investigate all complaints. The representative of the Union shall be allowed admission to the Employer's premises covered by this Agreement at any reasonable time, for the purpose of investigating specific employee complaints or grievances relating to conditions of this Agreement or for scheduled meetings with the Employer. The Union representative will notify either the Director of Operations, or their designee one (1) hour prior to and immediately upon entering the premises. Except as provided in this Article 3 and as protected by the National Labor Relations Act, Union business shall not be conducted in the Employer's home care work areas.

**Section 3.3 SHOP STEWARD RELEASE TIME.** A union Steward may be released without pay for meetings with management for the purposes of investigating a specific employee complaint or grievance relating to this Agreement except when the work shift cannot be rescheduled to attend an investigatory interview or if the Employer requires the Steward's presence at any meeting, in which case the Employer will pay the Union Steward for work hours lost because of the meeting or interview. The Steward shall provide one (1) hour advance notice and receive permission from the Client Care Coordinator or Director of operations or their designee before interrupting their assigned work, and such permission shall be granted unless a work operation requires the temporary postponement of the investigation or meeting. The Shop Steward shall be deemed to have seniority over all other bargaining unit employees for the purposes of layoff and recall from layoff.

**Section 3.4 UNION COMMUNICATION.** The Union shall be allowed the use of one bulletin board (or a mutually agreeable substitute) in each of the Employer's offices for the purpose of posting Union notices relating to general Union activity. The Union will be given space in the Employer's newsletter to employees on a quarterly basis for the purpose of making Union announcements relevant to the bargaining unit. The Union will be given five (5) minutes, with prior notice, at each district meeting for the purpose of making Union announcements relevant to the bargaining unit. With prior notice, Union representatives will be allowed to be present at paycheck distribution days for the purpose of communicating with members about issues relevant to the bargaining unit. The content of the Union's communications through the Employer's facilities specified in this Section 3.4 is subject to prior approval by the Employer.

**Section 3.5 UNION CONTRACT COPIES.** The Union will provide the Employer with copies of this Agreement and the Employer will maintain copies of this Agreement for employees who request a copy.

**Section 3.6 OPEIU LOCAL 8 PAC CHECK-OFF.** The Employer agrees to deduct the sum

specified from the pay of each member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms.

**Section 3.6(a) OPEIU Local 8 PAC CHECK-OFF.** A check payable to OPEIU Local 8 PAC for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary political action contributions will be transmitted to the Union once a month. Upon issuance and transmission of this check to the Union, the Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

**Section 3.7 HARDSHIP FUND CONTRIBUTION.** The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe and temporary financial situation due to an emergency. The Employer agrees to deduct the specific sum from the salary of any bargaining unit member who voluntarily executes an OPEIU Local 8 Hardship Fund Contribution Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amount deducted and will be transmitted to the Union at the same time the dues are transmitted. The Union agrees to indemnify, defend and hold harmless CDM from and against any and all damages, claims, demands, suits, judgement or other forms of liability arising from the operation of this section.

## ARTICLE 4

### **EMPLOYMENT PRACTICES AND EMPLOYEE RIGHTS**

**Section 4.1 JOB POSTINGS (Outside of Bargaining Unit).** Bargaining unit employees who are interested in one or more office positions (any non-Home Care Worker position) shall notify, in writing, the Director of Operations of which positions they are interested in. Employees who have submitted a letter of interest shall be notified prior to the posting period by telephone that a position meeting their interest is opening. Notice of all office job vacancies offered by the Employer shall be posted on the Employer's bulletin board and by other usual methods for a period of five (5) working days for consideration to all bargaining unit employees. Shop Stewards and the Union shall receive a copy of all postings prior to the posting period. The Employer will provide a job description for any posted position upon request of the employee. Information about all job vacancies will also be available to employees by calling the H.R. office and on the website of the Employer. The Employer will provide monthly reminders in the newsletter to check bulletin boards and other usual methods for job postings. During the five (5) working day posting period, only bargaining unit employees who apply shall be considered for the position. The Employer shall not be denied the right to fill a position with an individual from outside or internal sources once the provisions of this section have been met and it has been determined covered employees who have made application through the job posting procedure are deemed unqualified for the position.

**Section 4.1(a) JOB POSTINGS (Within Bargaining Unit).** Notice of all job vacancies within the bargaining unit offered by the Employer shall be posted on the Employer's bulletin board and by other usual methods for a period of ten (10) working days for consideration to all bargaining unit employees (this does not apply to Home Care Worker positions). Shop Stewards and the Union shall receive a copy of all postings prior to the posting period. The

Employer will provide a job description for any posted position upon request of the employee. Information about all job vacancies will also be available to employees by calling the H.R. office and on the website of the Employer. The Employer will provide monthly reminders in the newsletter to check bulletin boards and other usual methods for job postings. During the ten (10) working day posting period, only bargaining unit employees who apply shall be considered for the position. The Employer shall not be denied the right to fill a position with an individual from outside or internal sources once the provisions of this section have been met and it has been determined covered employees who have made application through the job posting procedure are deemed unqualified for the position.

**Section 4.2 JOB APPLICANTS (Outside or Within Bargaining Unit).** The Employer will consider all in-house applicants who meet the minimum qualifications for the job as listed in the job description. An employee who applies for a position and is not selected for an interview or is selected for an interview but is not hired for the position shall receive upon request an explanation as to why they were not selected. The applicant may request to meet with the Employer to review what skills the employee needs to be a successful applicant in the future. The Employer shall determine whether an employee is qualified for a particular job. The Employer may, by following the procedures set forth in this Agreement, fill a vacant or new position with a person from outside of the Employer. For promotions within the bargaining unit, where a present employee and an outside applicant have relatively equal client compatibility if applicable, ability, reliability, and qualifications for the job, preference will be given to the present employee. For promotions within the bargaining unit, where two present employees have relatively equal client compatibility if applicable, ability, reliability, and qualifications for the job, preference shall be given to the more senior employee.

**Section 4.3 INCIDENT CHARGES.** It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirements of the Employer, except personal auto insurance. Testing or training required by the Employer and which meet the requirements set forth by the Employer will only be paid after the date of hire. The employee will not be required to pay for any cash shortage, breakage or loss of client property or equipment, unless it can be shown that the shortage, breakage or loss was caused by a dishonest or willful act of the employee.

**Section 4.4 NOTIFICATION.** The Employer shall notify the Union in writing by the fifth working day of the month following the effective date of employment, giving name, address, phone number, date of birth, classification, rate of pay, number of hours scheduled to work and the date the employee was placed on the payroll.

**Section 4.5 PROBATIONARY PERIOD.** Employees shall be hired on a probationary period for the first three (3) full, consecutive calendar months. Termination or discipline during this period will not be subject to review by the Union.

**Section 4.6 PROGRESSIVE DISCIPLINE.** The Employer shall use a uniform, progressive discipline system which shall, depending on the severity of the conduct, include verbal counseling, verbal warnings, written warnings, probation and/or suspensions, and termination of employment. The Employer will evaluate the conduct of the employee and the circumstances of the incident to determine what level of discipline is appropriate. No employee shall be disciplined or discharged except for just cause. The parties recognize that certain conduct is of

such a serious nature that a progressive discipline approach may be inappropriate. The Employer may, therefore, omit any of the progressive disciplinary steps and proceed directly to termination of employment. Conduct falling in this category, depending on its severity, may include, but shall not be limited to, breach of client confidentiality; abusing or neglecting clients; theft; intentionally damaging the property of others; fighting; violation of Employer's harassment or discrimination policies; fraud; falsification of documents; insubordination; possession, use or sale of alcohol or drugs while on Employer-related business or property or being under the influence of drugs or alcohol in said circumstances; failing to comply with the drivers license and insurance requirements set forth in Section 15.5 of this Agreement; failing to comply with plan of care or willfully disregarding authorized hours. Upon termination, an employee, upon request, shall receive written notice from the Employer or its agents stating the true cause of termination.

**Section 4.7 WARNING NOTICES.** An employee shall be given the opportunity to read, sign and attach a written response to any written warning or disciplinary notice placed in their personnel file. The signing of such a notice shall not be construed as an admission of guilt but rather as confirmation that the employee received the notice and has the right to contact an OPEIU Local 8 Union Representative. Refusal by the employee to sign the disciplinary notice shall not invalidate the disciplinary notice. If an employee is not afforded the rights provided in this Section, such written disciplinary notice shall not be used against the employee in future disciplinary action. In keeping with progressive discipline and just cause (Section 4.6), when considering prior disciplinary actions in an employee's file, the Employer will take into consideration the passage of time since the previous discipline occurred, the seriousness of the prior offense(s), the discipline imposed for the previous offense(s) and the employee's compliance with the expectations set forth in prior disciplinary action. The Employer will remove disciplinary warnings from an employee's personnel file after twenty-four (24) months from the date of the violation if the employee has received no additional warnings during that twenty-four (24) month period. Nothing will prevent the Employer from retaining said documentation in a file other than the employee's personnel file.

**Section 4.8 PERSONNEL FILES.** Employees may examine their personnel files in the Employer's office during working hours when requested.

**Section 4.9 PERFORMANCE EVALUATIONS.** Each employee shall receive a written performance evaluation prior to the completion of the probationary period and then annually within sixty (60) days of their employment anniversary date. The employee shall be given the opportunity to read the evaluation and attach their own comments before permanent placement in the personnel file.

**Section 4.10 TERMINATION/RESIGNATION NOTICE.** Employees shall give two (2) weeks' notice of resignation whenever possible. The Employer will give two weeks' notice of layoff whenever possible.

**Section 4.11 PROMOTIONS.** Promotions within the bargaining unit shall be made on the basis of client compatibility if applicable, ability, reliability, and qualifications. In the event two or more employees have the same relative client compatibility if applicable, ability, reliability, and qualifications, the employee with the greatest seniority shall be selected. An employee promoted to a higher position within the bargaining unit shall receive the base rate of that position immediately plus any length of service increases the employee is eligible for. All



employees so promoted shall be placed on the higher rated job for a probationary period of three (3) full calendar months. In the event the employee does not successfully pass the probationary period, such employee shall be given their former position without any loss of seniority or wage rate unless terminated for just cause. "Former position" will be construed to mean the same job classification and the same number of hours within fourteen (14) calendar days of returning to the former position if hours are available and employee is compatible with available clients, but will not be construed to mean the original clients, shift or days scheduled.

**Section 4.12 EMPLOYER POLICIES.** To the extent that CDM employment policies are not in conflict with this Agreement, they will be accepted as working policy. Where a conflict exists, the policies shall be negotiated with the Union prior to any implementation. The Union shall be provided a copy of any new or revised policies or procedures with respect to the bargaining unit fifteen (15) working days prior to the time they are to be implemented unless required by regulation or law. In the event the Union is not provided with proposed policy changes, they shall have no effect upon the members of the bargaining unit unless required by regulation or law. Any change affecting wages, hours, benefits and working conditions of bargaining unit employees shall require good faith negotiations and notice as defined in this Agreement with the Union unless required by regulation or law.

**Section 4.13 ADMINISTRATIVE STAFF AVAILABILITY.** The Employer will ensure that a supervisor or other administrative staff member is available for consultation at all times when a Home Care Worker is scheduled to work. The administrative staff member shall be authorized to make appropriate decisions in the supervisor's absence or shall contact the supervisor who will respond to the employee's question in an appropriate time frame. In the event a caregiver cannot reach a supervisor and decisions need to be made the caregiver will follow the policies and procedures as trained.

**Section 4.14 EMPLOYEE RIGHTS.** An employee may have a Union Representative or Shop Steward present at any meeting with management representatives that involves discipline or investigation or discussion of issues which may lead to discipline. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting. If management has not informed the employee prior to the meeting of the purpose of the meeting, the employee may request adjournment and postponement of the meeting until their representative can be present. In no event shall the meeting be postponed longer than two (2) working days except by mutual agreement.

## ARTICLE 5

### **MANAGEMENT RIGHTS**

**Section 5.1 MANAGEMENT'S RIGHT TO MANAGE ITS BUSINESS.** The Union recognizes the Employer's inherent right to manage its business, and to establish reasonable work rules, and to require their observance subject to this Agreement and the law. Employer retains the sole right to manage the affairs of the organization and to direct the working forces. Such functions of management shall include, but are not limited to, the rights, in accordance with the Employer's sole and exclusive judgment and discretion to:

- (a) Determine the services to be provided, methods and schedules of work and services, the type of equipment, and the sequence of work and services;
- (b) Determine the number of employees to be employed;
- (c) Use independent contractors and consultants to perform work or services;
- (d) Subcontract, contract out, close down, or relocate the Employer's operations or any part thereof, as long as said subcontracting or contracting does not directly result in termination or layoff or reduction of hours of a current bargaining unit employee;
- (e) Maintain discipline among employees, including the right to make rules and regulations to promote efficiency, safe practices, and proper conduct on the part of the employees, and to maintain client confidentiality;
- (f) Direct generally the work of employees, subject to the terms and conditions of this Agreement, including the right to hire, terminate, suspend, or otherwise discipline employees for just cause, to promote, demote, or transfer employees, to assign them to shifts and determine the amount of work needed, and to lay off employees;
- (g) Expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; and
- (h) Determine the number and location of Employer's facilities.

**Section 5.2 PREVIOUS MANAGEMENT RIGHTS.** The foregoing express enumeration of rights reserved to management shall not be deemed to preclude management's exercise of other rights it held before the execution of this Agreement which are not inconsistent with any express provision thereof.

**Section 5.3 EXERCISE OF MANAGEMENT RIGHTS.** The exercise of management rights is the exclusive prerogative of the Employer, and its decisions in such matters, to the extent not inconsistent with any express provision of this Agreement and/or the law, shall not be subject to contest or review by the Union.

## ARTICLE 6

### SENIORITY

**Section 6.1 APPLICATION OF SENIORITY.** Where client compatibility, ability, reliability, and qualifications are relatively equal, seniority will be observed in scheduling overtime, promotions, schedule preference, replacement hours, request for additional hours, declining hard to serve clients, and elective, non-state or employer required training opportunities. Seniority shall be observed in layoffs and recalls. Vacation preference will be scheduled using seniority only as provided in Section 8.6. Seniority shall be calculated from the first date of hire or re-hire, or from reinstatement from leave that does not conform to the policies set forth in this Agreement. The Employer shall determine whether an employee is qualified for a particular job.

**Section 6.2 LOSS OF SENIORITY.** An employee shall lose their seniority rights for any one of the following reasons: Resignation or voluntary quit, job abandonment, termination for just cause, failure to report from layoff within five (5) working days after notification by phone or receipt of written notification to report back to work, retirement, or absence by reason of layoff or other approved leave for a period of twelve (12) calendar months or more. Notice shall be sent by certified or registered mail, return receipt requested, to the employee's last known address.

**Section 6.3 ACCRUAL OF SENIORITY.** Seniority shall be accrued from the date of hire or rehire during periods of continuous employment including:

- a) Time lost by reason of accident or bona fide illness not to exceed twelve (12) calendar months.
- b) Time spent on layoff status not to exceed twelve (12) calendar months.
- c) Time spent on jury duty or witness service.
- d) Time spend on other approved leave, not to exceed twelve (12) calendar months.

**Section 6.4 RECALL FROM LAYOFF.** The Employer, upon recalling from layoff, shall do so in the inverse order of seniority in accordance with the criteria set forth in Section 6.1 of this Agreement. The Employer shall recall the last employee laid off first, providing that such employee has the requisite qualifications for the position for which it is recalling and the employee is willing and able to assume all of a client(s) available hours.

## ARTICLE 7

### **EMPLOYEE CLASSIFICATIONS**

**Section 7.1 REGULAR EMPLOYEE.** A regular employee is one who has been in the employment of the Employer in a bargaining unit position for three (3) full, consecutive calendar months or more.

**Section 7.2 PROBATIONARY EMPLOYEE.** A probationary employee is one who has been employed less than three (3) full, consecutive calendar months.

**Section 7.3 TEMPORARY EMPLOYEE.** A temporary employee is one whose employment is limited by time or task, known to the employee at the time of hire. Temporary employees may be hired on an intermittent basis throughout the year not to exceed three (3) full, consecutive calendar months. The three (3) calendar month period may be extended by written notice to the Union for the purpose of filling leave(s) of absence or emergencies which extend beyond the three (3) calendar month period if mutually agreed. Regular employees shall have the right to fill extra hours per Section 12.7 of this Agreement. Temporary employees shall not be hired for the purpose of displacing regular employees or avoiding filling positions within the bargaining unit.

**Section 7.4 NEW CLASSIFICATIONS.** The Employer shall notify the Union in advance, in accordance with Section 4.12, of any new classification(s) appropriate to the bargaining unit. It

is not the Employer's policy to establish new jobs or job titles for the purpose of excluding such employees from the unit. The terms and conditions of the new classifications shall be negotiated with the Union in accordance with this Agreement.

## ARTICLE 8

### PAID TIME OFF (PTO)

**Section 8.1 PAID LEAVE ACCRUAL.** Time paid, but not worked, shall not count as time worked for the purposes of computing paid time off. Paid Time Off (PTO) does not accrue during any period of paid or unpaid leave.

All employees shall earn paid leave at the following rates:

One (1) hour of paid time off for every forty (40) hours actually worked for employees up to twenty-four (24) months of service.

One and one-half (1 ½) hours of paid time off for every forty (40) hours actually worked for employees with twenty-five (25) months of service up to eighty-four (84) months of service.

Two (2) hours of paid time off for every forty (40) hours actually worked for employees with eighty-five (85) or more months of service up to one-hundred twenty (120) months of service.

Two and one-half (2 ½) hours paid time off for every forty (40) hours actually worked for employees with one-hundred twenty-one (121) or more months of service.

Leave accrual shall begin on the first day of hire, but employees will not be allowed to use any accrued leave until the ninetieth calendar day after the commencement of their employment.

**Section 8.2 PAID TIME OFF USAGE.** Paid Time Off (PTO) may be used for any personal reasons including, but not limited to, personal business, illness of self or dependent family members, medical appointments, for all the purposes authorized under RCW 49.46.210 (1)(b) and (c), all applicable leave laws and vacation. An employee may use PTO leave in quarter-hour (15-minute) increments. Paid time off shall be paid to an employee at the employee's current rate of pay for all hours accrued and approved up to the amount requested provided the combination of paid time off and work time does not exceed forty (40) hours in one week (Sunday through Saturday). An employee may use PTO for the reasons stated in RCW 49.46.210 (1)(b) and (c) for the number of hours they were scheduled to work on the day(s) of their absence. The current paid time off balance shall be shown on the pay stub with each paycheck. The employee may also use their accrued PTO to meet the 80 compensated hour eligibility requirement for health insurance.

Under RCW 49.46.210 (1)(b) and (c), an employee is authorized to use PTO for the following reasons:

- i. An absence resulting from an employee's mental, dental or physical illness, injury, or health condition; to accommodate the employee's need for medical and or dental diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;

or an employee's need for preventive medical and or dental care;

- ii. To allow the employee to provide care for a family member with a mental, dental or physical illness, injury, or health condition; care of a family member who needs medical and or dental diagnosis, care, or treatment of a mental, dental or physical illness, injury, or health condition; or care for a family member who needs preventive medical and or dental care; and a Family member is defined as a child including a biological, adopted, or foster child, stepchild, or child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

A parent including: a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee's spouse, or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

A spouse, registered domestic partner, grandparent, grandchild and sibling.

- iii. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- iv. An employee is authorized to use PTO for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW. This includes time off to address issues arising from domestic violence, sexual assault, or stalking of an employee or their family member, including, but not limited to, preparing for or participating in any civil or criminal proceeding related to or derived from domestic violence, sexual assault, or stalking; obtaining, or assisting family members in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking; and participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of an employee or their family members from future domestic violence, sexual assault, or stalking.

Unless otherwise stated in this Article 8, the provisions of WAC 296-128-600 through WAC 296-128-770 will govern the use of PTO taken for the purposes authorized under RCW 49.46.210 (1)(b) and (c).

**Section 8.3 PAID TIME OFF DONATIONS.** An employee may request to donate a portion of their accrued, unused Paid Time Off (PTO) to another employee when it is needed for illness or medical reasons and for all the purposes authorized under RCW 49.46.210 (1)(b) and (c) only. The donating employee may only donate leave accrued in excess of twenty (20) hours. The following formula will be used to calculate the donation:

*Number of hours donated x wage of donor/wage of recipient=hours donated.*

**Section 8.4 PAID TIME OFF CARRY OVER.** Home Care Workers will be allowed to carryover up to one hundred twenty (120) hours of accrued, unused PTO from year to year. "Year" in this Section 8.4 means calendar year.

**Section 8.5 FINAL PAID LEAVE CASH-OUT.** After being employed by the Employer for one year, upon termination, any unused accrued paid time off will be cashed out on the employee's last paycheck at their regular wage rate, except when an employee has been terminated for just cause or has abandoned their job (has failed to serve client(s) or communicate with the supervisor for three (3) days unless incapacitated by illness or injury.) If an employee forfeits their PTO under one of the above circumstances, and if said employee is then rehired within twelve (12) months of separation, then previously accrued, unused PTO shall be reinstated if the employee reached the ninetieth (90<sup>th</sup>) calendar day of employment prior to separation. If said employee did not reach the ninetieth (90<sup>th</sup>) calendar day of employment prior to separation, the previous period of employment will be counted for purposes of determining the date upon which the employee is entitled to use PTO.

**Section 8.5(a) ROUTINE PAID LEAVE CASH-OUT.** An employee, having been employed by the Employer for six (6) full calendar months, desiring to request Paid Leave cash-out may request to do so on the next payroll period. Paid leave cash out must be approved by the Director of Operations. Employees must fill out a vacation cash-out form at least one week before payroll, which occurs on the last working day of the month.

**Section 8.6 VACATION AND PTO SCHEDULING.** This first paragraph in Section 8.6 applies to vacations only and not to situations involving PTO taken for the purposes authorized under RCW 49.46.210 (1)(b) and (c). The Employer shall retain the final right to approve or deny all vacations to meet critical client care needs but shall not do so in an unreasonable or arbitrary manner. Approval of a vacation period will be based on seniority for the initial vacation request. This written request must be received by the last day in February of each year for the period through the last day of February of the following year. The Employer will respond to all such requests by April 10 of each year. After March 1 of each year, vacation requests will be approved on a first come, first serve basis. Home Care Workers are encouraged to include a second choice in their initial vacation request in case the first preference cannot be accommodated. Home Care Workers may also request unpaid leave time in addition to vacation time they have accrued or will have accrued by the time of the vacation request, on an availability basis.

This paragraph and the following three paragraphs in this Section 8.6 apply to situations involving PTO taken for purposes other than vacation, including PTO taken for the purposes authorized under RCW 49.46.210 (1)(b) and (c). Employees missing work for reasons covered by RCW 49.46.210 (1)(b) and (c) are still required to give notice and comply with the usual call-in procedures for the scheduled work location. If the need for PTO is foreseeable, a leave request form is available from Human Resources and must be submitted at least ten (10) days prior to the start of the leave, or as soon as practical if the employee does not know of the need for leave ten (10) days in advance. The leave request must also state the length of the leave needed, if known.

For PTO that is not foreseeable, an employee must provide notice of the need to use PTO as soon as possible, and must generally comply with the normal notification policies and/or procedures for unscheduled absences. If it is impracticable for the employee to provide timely notice of the need for leave, someone else may provide the initial notice on their behalf. In that case, the employee is expected to follow up with their supervisor as soon as possible.

Although extenuating circumstances will be considered, generally “as soon as possible” will mean providing notice of an unforeseen absence at least two (2) hours if reasonable before the start of the employee’s workday. In the case of an unforeseen absence related to domestic violence, notice needs to be provided within twenty-four (24) hours of the beginning of the first missed shift of such unforeseen absence.

For absences exceeding three (3) consecutive days of required (scheduled) work the employer may require verification that the employees use of paid sick leave is for an authorized purpose under RCW49.46.210(1)(b) and (c), WAC 296-135-070, all applicable leave laws, and the collective bargaining agreement. An employee has the right to assert that the verification requirement results in an unreasonable burden or expense on the employee. Employees who use paid sick leave in compliance with this policy will not be disciplined (including termination of employment), have any adverse action taken against them, or be retaliated against in any way for their request or use of paid sick leave.

**Section 8.7 ADVANCED VACATION PAY.** An employee may request vacation pay in advance, provided that, they have a balance of paid leave that will cover the amount of time requested and have completed six (6) full calendar months of employment. Requests must be submitted to and approved by the Director of Operations prior to the close of the payroll period (last working day of each month). Vacation advances will be issued for approved vacations only. Vacation advances will be issued with payroll.

**Section 8.8 BEREAVEMENT LEAVE.** Emergency bereavement leave of up to three (3) consecutive working days leave from work with pay for those days and hours scheduled on the current month's schedule shall be allowed for an employee when a death in the employee's family requires the employee's attendance. Family shall mean persons related by marriage or adoption and/or in the following relationship: spouse or registered domestic partner, child (including step or foster children and child in-law), grandchild, great-grandchild, parent (including parent in-law), foster parent, or a person who stood in loco parentis (as that term is defined under FMLA), grandparent, great-grandparent, sibling (including sibling in-law), or relative living in the employee’s immediate household.

No more than three (3) consecutive working days emergency bereavement leave with pay shall be allowed per occasion. Nothing in this section will prevent employees from taking other leave available to them. Emergency bereavement leave is not accumulative from one occasion to another. The bereavement leave request must be initiated within one (1) week of the date of death and leave must be completed within six (6) months of the date of death, unless an exception is mutually agreed upon by the Employer and the employee.

## ARTICLE 9

### UNPAID LEAVE

**Section 9.1 TYPES OF LEAVE.** Employees are eligible for the following types of leaves without pay: medical, personal, family, union, lobby day, and jury duty. Such leaves of absence may be extended by the Employer. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article

except as described in Section 6.3 of this Agreement.

All benefits shall cease during a period of leave without pay in which the employee does not otherwise meet the qualifications for benefits. Paid leave shall not accumulate. When the leave without pay occurs within one calendar month, the employee's current medical benefits shall be continued without additional cost to the employee other than the standard payroll deduction. When the leave extends beyond one calendar month, the employee may continue their medical benefits by prepayment of the premiums to the Employer each month unless they otherwise meet the qualifications for medical benefits. Exceptions to this section apply when the leave without pay falls under the Family Medical Leave Act.

**Section 9.2 MEDICAL LEAVE OF ABSENCE.** Employees will be granted a medical leave of absence for the actual period of a medically related disability. During this period, employees will be allowed to return to work with the same rate of pay, including contractual and step increases, provided the leave does not exceed twelve (12) months.

Employees must maintain their medical coverage at their own expense during their leave unless the leave is covered by the federal definition of the Family Medical Leave Act, in which case coverage shall be continued at the Employer's expense.

**Section 9.3 PERSONAL LEAVE OF ABSENCE.** Employees may be authorized to take an unpaid leave of absence for personal reasons; provided that the leave is requested thirty (30) days in advance (except in case of family or personal emergency) and approved by the Director of Operations or designee. During this period, employees will be allowed to return to work with the same rate of pay, including contractual and step increases. Personal leaves cannot exceed twelve (12) months except by mutual agreement under unusual circumstances. Employees may maintain their health insurance coverage at their own expense during the personal leave.

All accrued paid leave above eighty (80) hours must be exhausted before an employee converts to a leave without pay status.

**Section 9.4 FAMILY LEAVE ACT.** Where applicable, the Employer shall comply with the Federal Family Medical Leave Act, Washington Family Care Act, the Washington Family Leave Act, WA State Paid Family and Medical Leave as they may from time to time be amended.

**Section 9.5 UNION LEAVE.** A leave of absence without pay shall be granted upon request of an employee on the active payroll, in case they are appointed or selected to a Union position for the period of time necessary to fill such position not to exceed six (6) months. If the leave was granted to accept a position with the Union, reinstatement will be made to a job in their former pay grade which they are competent to perform, providing an appropriate job opening exists. The employee shall not lose previously obtained seniority while on leave unless leave exceeds six (6) months.

All accrued paid leave above eighty (80) hours must be exhausted before an employee converts to a leave without pay status.

**Section 9.6 LOBBY DAY LEAVE.** The Employer agrees to release up to ten (10) bargaining unit employees on a day designated by the Union for the general purpose of public



action and advocacy with the State Legislature to increase home care funding. The Union shall communicate to the Employer the names of the workers requesting such leave thirty (30) days prior to scheduled lobby day whenever possible. Leave requests shall take into consideration client needs but shall not be unreasonably denied by the Employer.

**Section 9.7 JURY DUTY LEAVE.** Employees called for jury duty in any municipal, county, state or federal court shall advise the supervisor of receipt of such call and will be granted the necessary time off from work without pay. Employees may choose to use earned paid time off to replace earnings for hours normally scheduled. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the dates and times served.

**Section 9.8 UNPAID BEREAVEMENT LEAVE FOR CLIENT.** Unpaid bereavement leave of up to one (1) day may be granted to an employee to attend a client's funeral provided the employee gives notice two (2) days in advance to their supervisor, and the employee provided care to the client for a period of no less than two (2) calendar months.

## ARTICLE 10

### HOLIDAYS

**Section 10.1 OBSERVED HOLIDAYS.** The following holidays shall be observed but not paid except for actual hours worked: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day.

**Section 10.2 OBSERVED HOLIDAYS.** The following holidays shall be observed but not paid unless worked: Memorial Day, Labor Day.

**Section 10.3 HOLIDAY SUBSTITUTE.** An employee may trade one holiday a year in Section 10.1 for another recognized holiday that is more important to the employee's personal belief system; i.e., Yom Kippur, Hanukkah, etc., by giving the Employer one week advance notice in writing. Once holiday has been switched, it must remain for Employee's entire term of employment.

**Section 10.4 WORK ON A HOLIDAY.** Any employee receiving prior authorization from the Employer to work on a holiday recognized in Section 10.1 due to client need shall receive time and one-half (1 ½) for all hours worked on that holiday. Employees who do not obtain prior approval shall be paid at straight time. If an employee chooses to work on one of the above holidays, the employee may do so consistent with their regularly approved schedule. The pay rate shall be at the straight-time rate of pay. If a client is classified as a "Hoyer Client" the employee shall receive time and one-half (1 ½) for all hours worked on that holiday without having to obtain prior approval.

**Section 10.5 RESCHEDULING OF WORK.** Employees shall not be scheduled to work on the holidays in Sections 10.1 and 10.2 to the extent possible, but wherever possible the equivalent number of hours shall be scheduled during the month to maintain the employee's average monthly hours.

## ARTICLE 11

### SYSTEM OR REGULATIONS CHANGES AND TRAINING

**Section 11.1 LOSS OF POSITIONS.** In cases where positions are abolished because of regulations changes, all possible consideration will be given to transferring employees to comparable jobs. Every consideration will be given to training present employees to perform new duties or a higher level of skills required by regulations changes.

**Section 11.2 NEW POSITIONS.** In the event changes in laws or regulations create new bargaining unit jobs, those jobs will be offered to employees within the collective bargaining unit on the basis of qualifications and seniority prior to hiring from outside sources.

**Section 11.3 TRAINING PROVIDED.** In the event training programs are necessary for employees to qualify for jobs created as a result of regulations changes, the Employer agrees to provide training, if such training is available and when the state provides funding to do so, for employees who wish to accept employment in the upgraded positions. Employees to be displaced will be given first opportunity to qualify for the new bargaining unit positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

**Section 11.4 TRAINING COMPENSATION.** The Employer shall pay employees at the BT/CE rate specified in Appendix "A" which is the same as the current (0-12 months) wage rate for time spent in training sessions required by the Employer after an employee is hired. It is mutually agreed by the Union and the Employer that if the State of Washington bases their reimbursement rate for training on a higher rate of pay than that established in Appendix "A" for training, the employee shall be paid the wage on which the state reimbursement is based (excluding taxes, benefits, and other costs reflected in the formula) for BT/CE training only or the rate established in Appendix "A", whichever is higher. \*\* All fees and costs associated with Employer-mandated training shall be paid for by the Employer unless Employee has unexcused absence(s) for which State reimbursement is denied, in which case making up the training will be at the Employee's cost.

**Section 11.5 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 (23) 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 the underlying CBA with OPEIU, Local 8, and any extension thereof.

The parties agree that there has been 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 11.6 CONTRIBUTIONS.** The hourly contribution to the Training Partnership

(Partnership) for training and certification and testing fees shall be the hourly training contribution rate established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked (hereinafter the "Training Partnership Rate"). If the Training Partnership Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this section.

**Section 11.6(a) MEDICAID-FUNDED HOURS WORKED.** The Employer shall contribute the Training Partnership Rate to the Partnership for each Medicaid-funded hour worked. Medicaid-Funded hours 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. Consumer participation and other non-billable hours shall also be excluded for contribution purposes.

**Section 11.6(b) NON-MEDICAID-FUNDED HOURS WORKED.** The Employer shall contribute the Training Partnership Rate to the Partnership for each Non-Medicaid-funded hour worked. Non-Medicaid-Funded hours 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. Non-billable hours shall also be excluded for contribution purposes.

**Section 11.7 TRUST AGREEMENT.** The Employer and the Union hereby agree to be bound by the provisions of the Trust's Agreement and Declaration of Trust, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated.

The Employer is only required to make these contributions to the extent that the funds specified for this purpose are provided in the vendor rate from the state of Washington as well as pay the same amount per hour for all Private Pay clients.

Monthly contributions required by this provision shall be paid to the Partnership on or before the twenty-fifth (25th) day of the month following the month of service for which contributions are owed or before such other date as the Trustees of the Partnership may hereafter determine. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Partnership or its designee.

## ARTICLE 12

### HOURS OF WORK

**Section 12.1 WORKWEEK/WORKDAY.** The regular hours of work shall not exceed forty (40) hours in any week. The regular hours of work shall consist of up to eight (8) hours in a day to be completed in nine (9) consecutive hours unless agreed by the employee to do otherwise. Client Care Coordinators will offer assignments to bargaining unit employees based on the expressed scheduling preferences of employees, as well as client needs and preferences. No employee shall be required to work more than eight (8) hours in one day except in scheduled 12-hour or sleepover shift work, in an emergency, or when mutually agreed to by the employer and employee. Employees will notify administrative staff any time they are off schedule by more than 15 minutes, including when they reschedule times or days directly with clients.

**Section 12.2 OVERTIME.** Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all time worked in excess of forty (40) hours each week. (Workweek is from 12:01 a.m. Sunday to 12 midnight Saturday.) Time paid, but not worked, shall not count as time worked for the purposes of computing overtime. Paid time off shall not be counted towards overtime. There shall be no pyramiding or duplication of overtime pay. Employees and the Employer shall have the responsibility to monitor all hours worked to avoid overtime situations, except with prior approval. Employees may face disciplinary action up to and including termination for failure to do so.

**Section 12.3 LUNCH.** The established lunch period shall not exceed one hour nor be less than one-half hour. Lunch periods shall not be paid. Employees will not be required to take their lunch period until at least three hours after starting work, nor less than three hours before stopping work.

**Section 12.4 BREAKS.** Daily relief periods of fifteen (15) minutes each shall be allowed for each four (4) consecutive hours of working time for all employees covered by this Agreement. Breaks are paid time.

**Section 12.5 MINIMUM SCHEDULED TIME.** No Home Care Worker shall be scheduled for a regular client assignment which is less than two (2) hours, unless a shorter assignment is mutually agreed to by both the employee and the Employer. There shall be no more than thirty (30) minutes scheduled in-between client assignments unless mutually agreed to do otherwise by both parties.

**Section 12.6 SCHEDULE PREFERENCE.** No Home Care Worker shall be required to accept a case assignment which is inconsistent with a Home Care Worker's expressed case preference regarding the number of days of service per week, hours per day, day time versus night time hours (cases starting on or after 8:00 p.m.), specific days, assignment locations, temporary assignments and willingness to work on a sleep-in or live-in basis, unless, on a temporary basis of fourteen (14) days or less, the Employer cannot find an acceptable substitute and staying on the case would not impact the employee's health or safety.

**Section 12.7 REQUEST FOR ADDITIONAL HOURS.** When permanent client assignments are available, current employees shall be considered for the hours before new employees are hired in accordance with Article 6 of this Agreement. Employees shall be offered available work based on their stated schedule preference in accordance with Sections 12.6 and 19.2 of this Agreement, client need, compatibility with client, ability and willingness to take all additional hours for a client. Job sharing is allowed, provided the client and client care coordinator are agreeable. An employee who refuses two (2) client assignments otherwise fitting their stated availability in accordance with Sections 12.6 and 19.2 of this Agreement shall be placed at the bottom of the list of employees seeking additional hours.

**Section 12.7(a)** Current employees whose hours have been involuntarily reduced shall be given first consideration in taking available hours, first permanent hours and then temporary fill-in hours if necessary, in accordance with Article 6 of this Agreement.

**Section 12.7(b)** Other employees who want to increase their current hours shall be given the

next consideration of hours in accordance with Article 6 of this Agreement.

**Section 12.7(c)** The Employer shall maintain a list of employees who want more hours that shall be updated on a weekly basis. Employees shall have the responsibility to communicate their desire for more hours.

**Section 12.8 COMPENSATION FOR ALL HOURS WORKED.** The Employer will comply with applicable state and federal wage and hour laws.

## ARTICLE 13

### HEALTH, DENTAL AND VISION BENEFITS

**SECTION 13.1 HEALTH BENEFITS TRUST PARTICIPATION.** For the purposes of offering individual health, dental and vision insurance to members of the bargaining unit, the Employer shall be a participating employer in the SEIU Healthcare Northwest 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.

The Employer and the Union hereby agree to be bound by the provisions of the Trust’s Agreement, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated. This Collective Bargaining Agreement controls in the event that there is a dispute as to the terms or provisions in this CBA and any Trust agreement or document. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to either document.

**SECTION 13.2 ELIGIBILITY.** Employee eligibility, re-enrollment and termination for healthcare benefit coverage shall be governed by the trust as permitted by existing law. Eligible employees may waive their opportunity to participate in the Health Insurance Plan by signing the appropriate waiver form.

**SECTION 13.3 EMPLOYER CONTRIBUTIONS.** The hourly contribution rate shall be the hourly contribution rate established by the State of Washington pursuant to the Individual Provider CBA 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 this Section.

**Section 13.3(a)** The Employer shall contribute the Healthcare Rate to the Trust for each Medicaid-Funded Hour worked. Medicaid-Funded Hours 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 vacations hours, paid-time off hours, and training hours. Consumer participation and other non-billable hours shall also be excluded for contribution purposes.

**Section 13.3(b)** The Employer shall contribute the Healthcare Rate to the Trust for each Non-Medicaid-Funded Hour worked. Non-Medicaid-Funded Hours 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 vacations hours, paid-time off hours, and training hours. Non-billable hours and those hours the Employer is unable to collect from private pay clients shall also be excluded for contribution purposes.

The Employer is only required to make these contributions to the extent that the funds specified for this purpose are provided in the vendor rate from the state of Washington as well as pay the same amount per hour for all Private Pay clients.

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

**Section 13.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION.** The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. Ongoing administrative costs for deduction of home care worker premiums for health care shall be paid by the Employer. The employee premium share is \$25.00 per month as of July 1, 2015.

Employees shall pay their employee premium co-share and dependent premium charges (if applicable) via payroll deduction if they so authorize in advance. An eligible employee may elect to participate in the offered health plan by completing and returning an enrollment form provided by the Employer. An eligible employee may purchase at the group rate established by the Trust, coverage for dependents of the employee who are determined to be eligible for such coverage by the Trust. If payment for dependent health care coverage is insufficient or not received by the Employer by the first working day following the fifteenth (15<sup>th</sup>) day of the month, the Employer will notify the Trust of non-payment.

The employee will pay the monthly premium charges related to spouse or dependents directly to the CDM administrative office no later than the first working day following the fifteenth (15<sup>th</sup>) day of the month before the plan coverage month if the employee has not earned enough to have the Employer deduct the necessary amount from their wages.

**Section 13.5 TRUST PLAN ADMINISTRATION.** As soon as administratively possible the Trust shall be solely responsible for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications and follow up to secure required applications/documentation, disenrolling ineligible workers and providing COBRA notifications and follow up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers and disenroll ineligible workers.

**Section 13.6** The Employer and the Union agree that neither party has liability for the failure or refusal of the insurance carrier to honor an Employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or the Union or constitute a breach of this Agreement by the Employer or the Union.

**Section 13.7 COBRA.** The ability to continue health insurance coverage shall continue pursuant to applicable COBRA regulations.

**Section 13.8 CAREGIVER SUPPORT FUND.** The Employer shall match up to \$500 a year contributed by employees or from other donors to a Support Fund. Home Care Workers shall be able to utilize the Support Fund up to \$100 a year for financial assistance for medical services

not covered under the medical/dental insurance plan offered by the employer such as vision, for car repair assistance, for clothes when damaged in a work related incident or for other emergencies. Funding for the Support Fund will come from fundraising events coordinated in partnership between the Employer and employees through the Labor/Management Committee.

**Section 13.9 FUND CONTRIBUTION.** Contributions to the Caregiver Support Fund can be made by payroll deduction in accordance with Section 14.5.

**Section 13.10 OTHER BENEFITS.** Employees may participate in any voluntary self-paid benefit programs made available to other employees at CDM Services.

**Section 13.11 STATE INDUSTRIAL ACT.** All employees shall be covered under the Washington State Industrial Insurance Act or comparable program.

**Section 13.12 FUTURE NEGOTIATIONS.** If the State changes the reimbursement rate for health insurance, the Employer and the Union agree to open the Collective Bargaining Agreement to bargain over this issue only.

## ARTICLE 14

### WAGES AND PAYDAY

**Section 14.1 PAYDAY/ITEMIZED DEDUCTIONS.** Effective for wages earned beginning on April 1<sup>st</sup>, 2017, all wages shall be paid twice each month by check or electronic fund transfer, with an itemized statement of payroll deductions and a statement of the hourly rate of pay, hours worked and accrued leave balance. One pay period shall include wages earned on the 1<sup>st</sup> – 15<sup>th</sup> and usually paid on the 21<sup>st</sup> as stated in CDM policy. The next pay period shall include wages earned on the 16<sup>th</sup> through the last day of the month to usually be paid on the 7<sup>th</sup> as stated in the CDM policy. Any time not captured on the paycheck paid on the first payday will be paid on the second payday, and any adjustments needed from the first pay period will be made on the second payday.

**Section 14.2 MAILED PAYCHECKS.** If paychecks are mailed, they shall be mailed on payday. In the event an employee does not receive their check within five (5) days of payday, upon notice from the employee, the Employer shall order a stop payment of the check and issue a replacement check upon verbal confirmation of the stop payment.

**Section 14.3 REPLACEMENT CHECKS.** In the event that a regular paycheck was not issued due to the fault of the Employer, as soon as a check-signer is available after receipt of evidence establishing such fault from the Union, the Employer shall issue a replacement check. In no event shall the check be issued later than twenty-four (24) hours from receipt of said evidence.

**Section 14.4 PAYROLL DEDUCTIONS.** The Employer shall deduct monthly Union dues from the pay of each member covered by the Agreement who voluntarily submits a dues check-off authorization form. The Employer shall submit dues money to the Union by the twentieth (20<sup>th</sup>) or first working day after the 20<sup>th</sup> of each month.

**Section 14.5 OTHER PAYROLL DEDUCTIONS.** Other payroll deductions shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deductions, once started, shall be mutually agreed to by both parties unless mandated by a third party or by law.

**Section 14.6 PAYROLL DRAWS.** Employees who have successfully completed their probationary period may request a payroll draw of up to one-half (50%) of their current month's earnings by completing a draw form to be approved by the Director of Operations and bringing in current client-initialed timesheets. Draws may not exceed one per month or four per year unless approved by Executive Director. Draws will be available to pick up within 72 hours unless no check-signer is available.

## ARTICLE 15

### WAGES AND OTHER COMPENSATION

**Section 15.1 WAGES.** The wage rate for each employee shall be set forth in Appendix "A". The wage rates listed in this Agreement shall be the guaranteed minimum rates of pay for each classification.

**Section 15.2 OPEN NEGOTIATIONS.** Either party reserves the right to open negotiations on compensation and benefits if there is a rate increase, decrease or fundamental change from the State of Washington in funding or regulation. This request shall be made in writing.

**Section 15.3 MILEAGE.** Employees who use their own vehicle to travel between work assignments shall be reimbursed at fifty-three cents (\$0.53) per mile for mileage that is within the Employer's policy. Employees shall be reimbursed only for actual mileage driven when traveling directly between work assignments and to provide approved client shopping and transportation.

**Section 15.4 BUSFARE.** All employees who use public buses between clients served during the same day shall be reimbursed for the fare charged; provided that, the employee submits monthly expense vouchers, provided by the Employer.

**Section 15.5 INSURANCE.** Employees who travel for the Employer are required to have a valid current Driver's License and personal auto insurance that meets the minimums required by the appropriate state for automobile insurance. Employees will be prohibited from driving while on Employer's business, including driving between clients, if they do not maintain appropriate documentation of current driver's license and insurance with the Employer. The Employer will maintain a policy of non-owned auto insurance, which provides protection for the Employer only for the payment of excess liability amounts over and above the coverage provided by the employee's insurance policy.

**Section 15.6 SLEEPOVER RATE.** Sleepover shifts shall be scheduled for 24 or more hours. Sleepover shifts will be paid at the regular rate, except that a maximum of eight (8) hours will be scheduled for sleep time and will be unpaid if the employee can usually enjoy an uninterrupted night's sleep. If an employee's sleep period is interrupted by a call to duty, the employee will receive the full hourly rate for a minimum of one (1) hour. If the employee is not allowed at least



five (5) hours of sleep during the scheduled sleep period due to work interruptions, the entire shift shall be paid at the employee's regular rate. Employees shall be furnished with appropriate sleep accommodations while assigned to such shifts. No employee shall be required to work a sleepover shift. Refusal to work a sleepover shift does not affect an employee's status on the preference for additional hours per Section 12.7 of the Agreement.

**Section 15.7 WEEKEND DIFFERENTIAL.** Any Employee receiving prior authorization from the Employer to work on a weekend due to client need shall receive a shift differential of one dollar (\$1.00) per hour for hours worked between 12:01 am Saturday and 12:01 am Monday.

**Section 15.8 HOYER LIFT PAY.** Employees shall be paid a premium of \$1.00 per hour in addition to the regular rate of pay when providing services to a client classified as a Hoyer Client. To be eligible for this differential the HCS must be authorized.

**Section 15.9 REPORT PAY.** An employee who arrives at a client's home at the regularly scheduled time and the client is absent, refuses entry or already has an assigned worker shall be paid for a minimum of one (1) hour of work time plus any windshield time provided the windshield time is in between work assignments, when the employee attempts to locate the client, notifies a Client Care Coordinator of the situation immediately, and waits thirty (30) minutes to see if the client has been detained. If the client arrives within the thirty (30) minutes, the employee's pay starts at the client's regularly scheduled time.

## ARTICLE 16

### RETIREMENT PLAN

The Employer agrees to allow employees covered under this Agreement to participate in the OPEIU Local 8 Supplemental Retirement 401K Plan. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Plan Document and the Trust Agreement and any changes, additions, amendments or modifications, which are made by the Trustees of the OPEIU Local 8 Supplemental Retirement 401K Plan.

Effective July 1, 2021, the Employer shall make a contribution of fifty-three cents (\$0.53) an hour to the OPEIU Local 8 Supplemental Retirement 401K Plan.

Effective July 1, 2022, the Employer shall make a contribution of fifty-five cents (\$0.55) an hour to the OPEIU Local 8 Supplemental Retirement 401K Plan.

The Employer agrees to match the employee's contribution, up to a maximum of two percent (2%) of the employee's wage into the OPEIU Local 8 Supplemental Retirement plan. The above referenced Employer contributions to the OPEIU Local Supplemental Retirement 401K Plan are not subject to this two percent (2%) Employer match.

The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under this Agreement and to transmit the amounts withheld from such employees wages on a pre-tax basis as soon as the funds can be transmitted and not later than the 15<sup>th</sup> day of the following month to the depository designated by the administrator of the Plan. Employees may elect to divert any amount up to the maximum threshold set by IRS rules governing 401K plans.

The Employer agrees to provide employee information as may be needed by the administrator of the Plan including information that may be needed to complete any required IRS discrimination tests.

## ARTICLE 17

### NON-DISCRIMINATION

**Section 17.1 UNION ACTIVITY.** The Employer agrees not to discriminate against an employee because of legal activity as a member of the Office and Professional Employees International Union Local 8.

**Section 17.2 NON-DISCRIMINATION.** Neither the Union nor the Employer in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, termination or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, political ideology, religion, ancestry, marital status, and mental or physical handicap.

**Section 17.3 EQUALITY.** The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect.

## ARTICLE 18

### SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Upon issuance of such a decision, regulation or decree, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

## ARTICLE 19

### HEALTH AND SAFETY

**Section 19.1 HEALTH AND SAFETY.** The Employer retains responsibility for workplace health and safety and will work with the client, the employee, the case manager, and family or other interested parties to attempt to ensure a safe and healthful work environment for all employees. The Employer shall provide all Home Care Workers with clinically necessary and legally required safety equipment, including gloves, and masks at no cost to the employee.

The Employer further agrees to comply with all applicable health and safety laws and regulations. Employees will practice standard universal precautions with all clients at all times. If the Employer requires the Employee to wear scrubs or a uniform the Employer shall provide them at no cost to the employee.

The Employer will provide gloves made from different materials if employees experience allergic reactions to those provided. When requested, due to the needs of “universal precautions,” extra long gloves shall be provided.

**Section 19.2 ACCOMMODATION.** The Employer will make reasonable efforts to accommodate the needs of employees whose health problems are caused or aggravated by work related assignments or by substances the employee is exposed to in the workplace. This may include reaction to smoke, alcohol or animals on the premises. An employee shall not be required to accept or continue with any client assignment which would endanger the employee’s immediate safety or health. Employees shall be required to thoroughly read the plan of care and assessment for each client which will communicate all known client conditions. If the care plan is not available, the employee shall contact an office staff member immediately for more information. Employees will use standard universal precautions with all clients at all times. Employees shall have the right to reject any client assignment which endangers the employee’s immediate safety or health without loss to seniority.

**Section 19.3 NOTIFICATION OF CLIENT CONDITION.** The Employer, to the extent permitted by law or regulations, shall notify employees of the existence of all known chronic infectious diseases and shall advise them of proper precautions to be taken through the care plan and assessment. The Employer shall also notify employees of client dietary and health care needs to the extent that the Employer knows of such information through the plan of care and assessment. Employees will practice standard universal precautions with all clients at all times. Employees shall thoroughly read and understand the care plan for each assigned client, or contact an administrative staff member for help in understanding said plan immediately.

**Section 19.4 COST OF TESTING AND TREATMENT.** The Employer shall pay for any costs, when approved in advance, incurred by an employee, up to a maximum of \$100 per calendar year, associated with getting tested or treated due to a workplace exposure of an infectious disease that is not covered by Industrial Insurance or any other applicable employee medical insurance. The Employer will also pay for any required testing or inoculations such as TB and/or Hepatitis A and B, when approved in advance, that is not covered by Industrial Insurance or any other applicable employee medical insurance, up to a maximum cost of \$100 per calendar year and including time spent in receiving the required testing or treatment within the CDM office.

**Section 19.5 SAFETY COMMITTEE.** A Safety Committee shall be established consisting of at least three (3) Employer and three (3) bargaining unit representatives who shall meet at least quarterly to review safety issues and recommend improvements and promote good safety practices. Bargaining Unit employees shall be paid for time spent on the Safety Committee, including any travel time and mileage between work assignments as defined in Section 15.3.

**Section 19.6 ACCIDENT REPORT.** Employees who are involved in an accident or receive any injury whatsoever during the course of their duties or during paid work hours must report

the incident to the Director of Operation or Human Resources Coordinator no later than the end of their shift unless physically unable to do so, in which case they shall report at the earliest possible moment.

## ARTICLE 20

### GRIEVANCE/ARBITRATION PROCEDURE

**Section 20.1 GRIEVANCE DEFINED.** A grievance is defined as an alleged violation of the terms and/or conditions of this Agreement. It is the desire of the parties to this Agreement that issues be adjusted informally with the employee's immediate supervisor wherever possible prior to the utilization of the grievance procedure. All grievances arising between the Union and the Employer shall be settled in accordance with the following procedures and terms of this Article. This grievance procedure is to be the sole and exclusive remedy for alleged violations of this Agreement (but not alleged violations of civil rights statutes) by the Employer, its officers, employees, and/or agents.

**Section 20.2 TIME LIMITS.** Time limits set forth in the following steps may be extended only by mutual written, including via email, agreement of the parties. If the Employer does not comply with the time limitations, the grievant or Union shall have the right to proceed to the next step of this procedure. Grievances not raised and processed in accordance with the following procedure and time limits will be waived and will not be considered. Workdays in this Article shall mean Monday through Friday and shall not include holidays recognized by the Employer.

**Section 20.3 GRIEVANCE PROCEDURE.** Except as specifically stated herein, this procedure shall serve as the sole mechanism for adjudication of disputes which may arise out of any violation of this Agreement alleged by the Union. At any step of this procedure, the Union representative shall have the right to be present. Any suspension or termination grievance shall automatically go to Step 2 of this procedure.

#### **Step 1: Human Resources Manager**

All complaints and disputes concerning the interpretation and/or application of this Agreement shall be presented in writing by the grievant, Union Representative or Shop Steward to the Human Resources Manager within ten (10) working days (working days are defined as Monday through Friday, excluding holidays listed in Sections 10.1 and 10.2) of the grievant's knowledge, or when the grievant should have known, that a grievance exists. The written grievance shall specify the provision of this Agreement allegedly violated, the date of such violation, and the remedy sought by the grievant. The Human Resources Manager shall be given ten (10) working days to resolve or respond to the grievance. A copy of all grievances will be sent to the Home Care Manager.

#### **Step 2: Home Care Manager**

If the grievance is not resolved at Step 1, the employee (and the Shop Steward or Union Representative, if requested by the employee) shall present the grievance to the Home Care Manager within ten (10) working days of the Human Resources Manager's decision. The designated representative shall reply in writing within ten (10) working days

following receipt of the grievance.

**Step 3: Deputy Director**

If the grievance is not resolved in Step 2 above, the grievant shall present the written grievance to the Deputy Director within ten (10) working days from the Step 2 decision. The Deputy Director (or designated representative) shall meet with a Union representative upon request and shall submit a written reply to the grievant, with copy to the Union representative, within ten (10) working days following the Deputy Director's receipt of grievance.

**Step 4: Executive Director**

If the grievance is not resolved in Step 3 above, the grievant shall present the written grievance to the Executive Director within ten (10) working days from the Step 3 decision. The Executive Director (or designated representative) shall meet with a Union Representative upon request and shall submit a written reply to the grievant, with copy to the Union Representative, within ten (10) working days following the Executive Director's receipt of grievance.

**Step 5: Mediation**

If the grievance is not resolved in Step 4, either party within ten (10) working days following the receipt of the written response from the Executive Director, may request a mediator from Federal Mediation and Conciliation Service (FMCS) or a mutually agreed upon mediator.

**Step 6: Arbitration**

If no mediator is requested or no resolution is reached as a result of the mediation process, within ten (10) working days following conclusion of mediation, or response from Step 4, the Union shall submit a written request to arbitrate the grievance. The Union shall request a list of seven (7) arbitrators from FMCS. The list shall be limited to arbitrators from Washington or Oregon. The parties will then choose the arbitrator by alternately striking a name from the list until one name remains, with the moving party striking the first name. Once an arbitrator is selected, the moving party must within ten (10) working days contact the arbitrator to arrange for a mutually convenient hearing date.

**Section 20.4 ARBITRATOR AUTHORITY.** The arbitrator shall be authorized to rule and issue a decision and award in writing on any grievance, as defined in Section 20.1 of this Agreement, presented for arbitration, including the arbitrability of such an issue. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts and the issue in dispute.

**Section 20.5 ARBITRATION COSTS.** Each party shall bear one-half (½) of the fee for the

arbitrator and any other expense jointly incurred incident to the arbitration hearing. Each party is wholly responsible for, and will bear the entire expenses of, its own advocate(s), attorney(s), expert witness(es), fact witness(es), and other representatives, regardless of the outcome of the arbitration award or who is determined to be the prevailing party.

**Section 20.6 COMPLIANCE.** The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all relevant circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence that the arbitrator deems relevant to the current grievance.

## ARTICLE 21

### **NO STRIKE, NO LOCKOUT**

Neither the Union, nor the Union's agents or representatives, nor any employee will initiate, authorize, assist, encourage or participate in any strike or work stoppage, including a sympathy strike, walkout, slowdown, "sick out", picketing of the Employer, or other form of economic action or other interference with the operations of the Employer, during the term of this Agreement. The Employer will not lock out the employees during the term of this Agreement.

## ARTICLE 22

### **LABOR/MANAGEMENT COMMITTEE**

The Union and the Employer will develop a joint Labor/Management Committee that meets on at least a quarterly basis to discuss and review workplace issues that occur during the course of the contract term. This Committee shall not substitute or become a bargaining committee. All efforts will be made to schedule meetings so as to avoid time loss by employees.

The Employer and the Union may explore through the Labor Management Committee methods of coaching and counseling to assist generally in a client/employee resolution process to help ensure successful service delivery.

## ARTICLE 23

### **TERMINATION AND RENEWAL**

This Agreement shall be in full force and effect from July 1, 2021 until June 30, 2023 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED at Vancouver, Washington on this 11<sup>th</sup> day DECEMBER 2021.

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8, AFL-CIO**

**CDM CAREGIVING SERVICES**

By Shelby Mooney  
Shelby Mooney  
Union Representative

By Eric Erickson  
Eric Erickson  
Executive Director

By Tara Powell  
Tara Powell  
Union Representative

By Suzanne Mode  
Suzanne Mode  
Business Manager

By Lynne Johnson  
Lynne Johnson  
Bargaining Committee

By Sandra Perkins  
Sandra Perkins  
Bargaining Committee

**APPENDIX “A”**

**WAGE RATES**

Effective July 1, 2021, employees will receive wages as outlined in the wage schedule listed below. Employees advance a step on their anniversary date. Only employees actively on the payroll on the date of ratification of the Collective Bargaining Agreement will receive the wage increase retroactive to July 1, 2021.

<b>Step</b>	<b>Time</b>	<b>Effective 7/1/2021</b>	<b>Effective 1/1/2022</b>	<b>Effective 7/1/2022</b>	<b>Effective 1/1/2023</b>
Start	0 – 12 months	16.56	16.70	16.91	17.05
Step 1	13 – 24 months	16.66	16.80	17.01	17.15
Step 2	25 – 36 months	16.76	16.90	17.11	17.25
Step 3	37 – 48 months	16.91	17.05	17.26	17.40
Step 4	49 – 60 months	17.06	17.20	17.41	17.55
Step 5	61 – 72 months	17.21	17.35	17.56	17.70
Step 6	73 – 84 months	17.46	17.60	17.81	17.95
Step 7	85 – 96 months	17.56	17.70	17.91	18.05
Step 8	97 – 108 months	17.66	17.80	18.01	18.15
Step 9	109 – 120 months	17.91	18.05	18.26	18.40
Step 10	121 – 132 months	18.41	18.55	18.76	18.90
Step 11	133 + months	19.16	19.30	19.51	19.65
BT/CE		16.56	16.70	16.91	17.05



**APPENDIX “B”**

**DUES SCHEDULE**

Dues are 1.5% of gross monthly earnings prior to deductions. (Gross monthly earnings include all wages earned under your Labor Agreement, including overtime pay received.)

Example:      Wages of      \$500    per month  
                          x 0.015    percent  
                          \$7.50    dues per month

Employees will pay an initiation fee of \$20.00. This amount is due the first month after 31 days from the date of hire and may be deducted from the employee’s paycheck or may be self paid directly to the Union by the 10<sup>th</sup> day of the 2<sup>nd</sup> month of employment.

The first dues payment will be due for hours worked in the employee’s 2<sup>nd</sup> month of employment and may be deducted from the employee’s paycheck (or self paid) and paid to the union by the 10<sup>th</sup> day of the 3<sup>rd</sup> month after date of hire.

liuna#242/afl-cio

LETTER OF UNDERSTANDING

Between

CDM CAREGIVING SERVICES

And

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8

Effective January 1, 2022, Office and Professional Employees International Union Local No. 8, hereinafter referred to as the "Union," and CDM Services d/b/a CDM Caregiving Services, hereinafter referred to as the "Employer," mutually agree to the following enhancement to our current Collective Bargaining Agreement effective July 1, 2021 through June 30, 2023.

All bargaining unit employees for service hours worked between January 1, 2022 and March 31, 2022, shall receive an additional pay (COVID 19 Hazard Pay) in the amount of two dollars and twenty-two cents (\$2.22) per hour for every hour actually worked not including non-worked paid hours such as Paid Time Off (PTO), PPP, Bereavement Leave and or any other paid leave.

This Letter of Understanding does not alter any portion of the current CDM Caregiving Services Agreement between the Employer and the Union.

EXECUTED in Vancouver, Washington this 17<sup>TH</sup> day of January 2022.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8, AFL-CIO

By Tara Powell  
Tara Powell  
Union Representative

CDM CAREGIVING SERVICES

By Eric Erickson  
Eric Erickson  
Executive Director

**LETTER OF UNDERSTANDING**

**Between**

**CDM Services d/b/a CDM IN-HOME CARE SERVICES**

**And**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8**

CDM Services d/b/a CDM Caregiving Services hereinafter referred to as the Employer and Office and Professional Employees International Union Local No. 8, hereinafter referred to as the Union, mutually agree to the following change to the Collective Bargaining Agreement dated July 1, 2021 through June 30, 2023:

**ARTICLE 16**

**RETIREMENT PLAN**

The Employer agrees to allow employees covered under this Agreement to participate in the OPEIU Local 8 Supplemental Retirement 401K Plan. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Plan Document and the Trust Agreement and any changes, additions, amendments or modifications, which are made by the Trustees of the OPEIU Local 8 Supplemental Retirement 401K Plan.

Effective January 1, 2022, the Employer shall make a contribution of fifty-two cents (\$0.52) an hour to the OPEIU Local 8 Supplemental Retirement 401K Plan.

Effective July 1, 2022, the Employer shall make a contribution of fifty-four cents (\$0.54) an hour to the OPEIU Local 8 Supplemental Retirement 401K Plan.

The Employer agrees to match the employee's contribution, up to a maximum of two percent (2%) of the employee's wage into the OPEIU Local 8 Supplemental Retirement plan. The above referenced Employer contributions to the OPEIU Local Supplemental Retirement 401K Plan are not subject to this two percent (2%) Employer match.

The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under this Agreement and to transmit the amounts withheld from such employee's wages on a pre-tax basis as soon as the funds can be transmitted and not later than the 15<sup>th</sup> day of the following month to the depository designated by the administrator of the Plan. Employees may elect to divert any amount up to the maximum threshold set by IRS rules governing 401K plans.

The Employer agrees to provide employee information as may be needed by the administrator of the Plan including information that may be needed to complete any required IRS discrimination tests.

EXECUTED at Vancouver, Washington this 20<sup>TH</sup> day of January 2022.

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8, AFL-CIO**

**CDM IN-HOME CARE SERVICES**

By Tara Powell  
Tara Powell, Union Representative

By Eric Erickson  
Eric Erickson, Executive Director

LETTER OF UNDERSTANDING

Between

CDM CAREGIVING SERVICES

And

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8

Effective April 1, 2022, Office and Professional Employees International Union Local No. 8, hereinafter referred to as the "Union," and CDM Services d/b/a CDM Caregiving Services, hereinafter referred to as the "Employer," mutually agree to the following enhancement to our current Collective Bargaining Agreement effective July 1, 2021 through June 30, 2023.

All bargaining unit employees for service hours worked between April 1, 2022 and June 30, 2022, shall receive an additional pay (COVID-19 Hazard Pay) in the amount of two dollars and twenty-two cents (\$2.22) per hour for every hour actually worked not including non-worked paid hours such as Paid Time Off (PTO), PPP, Bereavement Leave and or any other paid leave.

This Letter of Understanding does not alter any portion of the current CDM Caregiving Services Agreement between the Employer and the Union.

EXECUTED in Vancouver, Washington this 14<sup>TH</sup> day of April 2022.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8, AFL-CIO

CDM CAREGIVING SERVICES

By Tara Powell  
Tara Powell  
Union Representative

By Eric Erickson  
Eric Erickson  
Executive Director

LETTER OF UNDERSTANDING

Between

CDM CAREGIVING SERVICES

And

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8

Effective July 1, 2022, Office and Professional Employees International Union Local No. 8, hereinafter referred to as the "Union," and CDM Services d/b/a CDM Caregiving Services, hereinafter referred to as the "Employer," mutually agree to the following enhancement to our current Collective Bargaining Agreement effective July 1, 2021 through June 30, 2023.

All bargaining unit employees for service hours worked between July 1, 2022 and December 31, 2022, shall receive an additional pay (COVID 19 Hazard Pay) in the amount of one dollar and seventy-eight cents (\$1.78) per hour for every hour actually worked not including non-worked paid hours such as Paid Time Off (PTO), PPP, Bereavement Leave and or any other paid leave.

This Letter of Understanding does not alter any portion of the current CDM Caregiving Services Agreement between the Employer and the Union.

EXECUTED in Vancouver, Washington this 30<sup>TH</sup> day of June 2022.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8, AFL-CIO

By



Tara Powell  
Union Representative

CDM CAREGIVING SERVICES

By



Eric Erickson  
Executive Director

**LETTER OF UNDERSTANDING**  
**Between**  
**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL #8**  
**And**  
**CDM CAREGIVING SERVICES**

CDM Caregiving Services, hereinafter referred to as the “Employer”, and Office and Professional Employees International Union Local #8, hereinafter referred to as the “Union”, mutually agree to the following changes to their Collective Bargaining Agreement dated July 1, 2021 through June 30, 2023.

Add the following language to Section 15.1:

**Professional Credit:**

All newly hired employees shall be placed on the wage schedule according to the employee’s cumulative career hours (CCH). Cumulative career hours (CCH) are the total verifiable hours worked by an employee within the in-home care industry. If an employee transfers to CDM from a different employer, the employee’s CCH must be verifiable by pay records, as determined by the Employer, to be valid.

Current employees as of the date of this agreement (September 21, 2022) shall have the opportunity at their next anniversary date to be credited with hours of previous paid, verifiable professional in-home personal care for a different previous employer to be added to their “years of service” at a rate of 2000 actual paid work equaling one year, and to be placed at the appropriate step on the wage schedule at that time.

Each subsequent year, current employees can provide updated hours worked at other in-home care employers at their anniversary date to Employer and be placed at the appropriate step on the wage schedule at a rate of 2000 actual paid work hours equaling one year.

Modify Appendix A as follows:

**APPENDIX “A”**

**WAGE RATES**

Effective July 1, 2022~~1~~, employees will receive wages as outlined in the wage schedule listed below. Employees advance a step on his/her anniversary date. Only employees actively on the payroll on the date of execution of the Collective Bargaining Agreement will receive the wage increase retroactive to July 1, 2022~~1~~.

Step	Time	Current Effective 7/1/2022	Proposed Effective 7/1/2022	Proposed Effective 1/1/2023
Start	0 – 12 months	<del>16.91</del>	\$17.70	\$17.84
Step 1	13 – 24 months	<del>17.01</del>	\$17.80	\$17.94
Step 2	25 – 36 months	<del>17.11</del>	\$17.90	\$18.04
Step 3	37 – 48 months	<del>17.26</del>	\$18.00	\$18.14
Step 4	49 – 60 months	<del>17.41</del>	\$18.10	\$18.24
Step 5	61 – 72 months	<del>17.56</del>	\$18.25	\$18.39
Step 6	73 – 84 months	<del>17.81</del>	\$18.50	\$18.64
Step 7	85 – 96 months	<del>17.91</del>	\$18.60	\$18.74
Step 8	97 – 108 months	<del>18.01</del>	\$18.70	\$18.84
Step 9	109 – 120 months	<del>18.26</del>	\$18.90	\$19.04
Step 10	121 – 132 months	<del>18.76</del>	\$19.40	\$19.54
Step 11	133 + months	<del>19.51</del>	\$20.15	\$20.29
BT/CE		<del>16.91</del>	\$17.70	\$17.84

EXECUTED this 21st day of September 2022.

**OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL NO. 8, AFL-CIO**

By Tara Powell  
Tara Powell  
Union Representative

**CDM CAREGIVING SERVICES**

By Eric Erickson  
Eric Erickson  
Executive Director



LETTER OF UNDERSTANDING
Between
CDM CAREGIVING SERVICES
And
OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION LOCAL #8

Effective January 1, 2023, Office and Professional Employees International Union Local No. 8, hereinafter referred to as the "Union," and CDM Services d/b/a CDM Caregiving Services, hereinafter referred to as the "Employer," mutually agree to the following enhancement to our current Collective Bargaining Agreement effective July 1, 2021, through June 30, 2023:

APPENDIX "A"

WAGE RATES

Effective January 1, 2023, employees will receive wages as outlined in the wage schedule listed below. Employees advance a step on his/her anniversary date. Only employees actively on the payroll on the date of execution of the Collective Bargaining Agreement will receive the wage increase retroactive to January 1, 2023.

Table with 4 columns: Step, Time, Current Effective 1/1/2023, Proposed Effective 1/1/2023. Rows include Start, Step 1-11, and BT/CE.



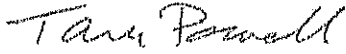
EXECUTED in Vancouver, Washington this

day of January 2023.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8, AFL-CIO

CDM CAREGIVING SERVICES

By:



Tara Powell  
Union Representative

By:



Eric Erickson  
Executive Director

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