

OPEIU Local 8/ CDM Caregiving Services Contract Negotiations

Tentative Agreement

July 17, 2023

PREAMBLE

THIS AGREEMENT is made and entered into at Vancouver, Washington this 1st day of July ~~2023~~ **2024**, 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:

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ARTICLE 8

PAID TIME OFF (PTO)

Section 8.4 PAID TIME OFF CARRY OVER. Home Care Workers will be allowed to carryover up to one hundred ~~forty sixty twenty~~ (~~140-160 120~~) hours of accrued, unused PTO from year to year. "Year" in this Section 8.4 means calendar year.

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Section 8.5 FINAL PAID LEAVE CASH-OUT. After being employed by the Employer for one year, upon ~~separation~~ **termination**, any unused accrued paid time off will be cashed out on the employee's last paycheck at his/her 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 days unless incapacitated by illness or injury.) If an employee forfeits his or her PTO under one of the above circumstances, and if said employee is then rehired within twelve months of separation, then previously accrued, unused PTO shall be reinstated if the employee reached the ninetieth (90th) calendar day of employment prior to separation. If said employee did not reach the ninetieth (90th) 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.

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ARTICLE 14

WAGES AND PAYDAY

Section 14.1 PAYDAY/ITEMIZED DEDUCTIONS. ~~Effective for wages earned beginning on April 1st, 2017, a~~ **A**ll 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 1st – 15th and usually paid on the 21st as stated in CDM policy. The next pay period shall include wages earned on the 16th through the last day of the month to usually be paid on the 7th 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.

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ARTICLE 15

WAGES AND OTHER COMPENSATION

Section 15.3 MILEAGE. Employees who use their own vehicle to travel between work assignments shall be reimbursed at ~~fifty-six~~ sixty-five ~~fifty-three~~ cents (\$~~0.56~~ 65 ~~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.

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Section 15.8 HOYER LIFT PAY. Employees shall be paid a premium of \$~~1.25~~ 1.75 ~~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.

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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, ~~2023~~ 2022, the Employer shall make a contribution of ~~sixty~~ fifty-five ~~four~~ cents (\$~~0.60~~ 55 ~~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 employees wages on a pre-tax basis as soon as the funds can be transmitted and not later than the 15th 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 the 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.

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ARTICLE 17

NON-DISCRIMINATION

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, ethnicity, creed, national origin, sex, age, sexual orientation, gender expression, gender identity, political ideology, religion, ancestry, marital status, and mental or physical handicap.

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ARTICLE 23

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, ~~2023~~ ~~2024~~ until June 30, ~~2025~~ ~~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.

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APPENDIX “A”

WAGE RATES

Effective July 1, ~~2023~~ **2024**, 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 ratification of the Collective Bargaining Agreement will receive the wage increase retroactive to July 1, ~~2023~~ **2024**.

Step	Time	Effective	Effective
		<u>1-Jul-23</u>	<u>1-Jul-24</u>
Start	0 – 12 months	<u>20.15</u>	<u>21.44</u>
Step 1	13 – 24 months	<u>20.25</u>	<u>21.54</u>
Step 2	25 – 36 months	<u>20.35</u>	<u>21.64</u>
Step 3	37 – 48 months	<u>20.45</u>	<u>21.74</u>
Step 4	49 – 60 months	<u>20.55</u>	<u>21.84</u>
Step 5	61 – 72 months	<u>20.70</u>	<u>21.99</u>
Step 6	73 – 84 months	<u>20.95</u>	<u>22.24</u>
Step 7	85 – 96 months	<u>21.05</u>	<u>22.34</u>
Step 8	97 – 108 months	<u>21.15</u>	<u>22.44</u>
Step 9	109 – 120 months	<u>21.35</u>	<u>22.64</u>
Step 10	121 – 132 months	<u>21.85</u>	<u>23.14</u>
Step 11	133 + months	<u>22.60</u>	<u>23.89</u>
BT/CE		<u>20.15</u>	<u>21.44</u>

Step	Time	Effective 7/1/2021	Effective 1/1/2022	Effective 7/1/2022	Effective 1/1/2023
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