

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**PERSONAL CARE ATTENDANT (PCA) QUALITY HOME
CARE WORKFORCE COUNCIL**

AND

1199SEIU UNITED HEALTHCARE WORKERS EAST

July 1, 2012 - June 30, 2015

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Preamble

1199SEIU United Healthcare Workers East and the Personal Care Attendant Quality Home Care Workforce Council believe that Consumers should be provided with the highest possible quality of care, and that Consumers, their Surrogates, and Personal Care Attendants should be treated with the highest degree of dignity and respect. The purpose of this Collective Bargaining Agreement is to promote quality jobs for Personal Care Attendants (PCAs) and harmonious and respectful relations between the parties in their pursuit of these shared commitments.

Parties to the Agreement

This Collective Bargaining Agreement (Agreement) is entered into by 1199SEIU, United Healthcare Workers East, with its principal offices at 310 West 43rd Street, New York, New York, 10036 ("the Union") and the Personal Care Attendant Quality Home Care Workforce Council ("the Council").

Article 1: Recognition

The Council recognizes the Union as the exclusive bargaining representative for Personal Care Attendants as certified by the American Arbitration Association on November 7, 2007. The Union recognizes the Council as the employer of PCAs, for the purposes of this collective bargaining agreement, as set forth in M.G.L. c.118G, sections 28 through 33.

Article 2: Consumer Rights

Section 1: General Rights

As provided by M.G.L. c.118G, section 31 (a), Consumers and/or their Surrogates shall retain the right to:

1. Hire PCAs of their choice;
2. Supervise, manage and train PCAs in their employ;
3. Determine the work schedules of PCAs in their employ;
4. Terminate PCAs from their service at will; and
5. Determine under any circumstances who may and may not enter their home or place of residence.

Such authority and control on the part of the Consumers, as employers, is not, and shall not be, diminished in any way whatsoever by this Agreement.

Section 2: Confidentiality Rights

The Union shall not seek information regarding the name, address, phone number, or any other personal information regarding Consumers. The Union and PCAs shall maintain strict standards of confidentiality regarding Consumers and shall not disclose any personal information obtained, from whatever source, pertaining to Consumers, unless disclosure is compelled by legal process or otherwise required by law.

Section 3: Non-Waiver of Consumer Rights

The above enumerations of Consumer rights are not exclusive and do not exclude other rights as provided by all applicable law. The exercise or non-exercise of rights retained by the Consumer shall not be construed to mean that any Consumer right is waived.

Article 3: Workforce Council Rights

The Council has the exclusive authority to operate and carry out its mandate as provided in Chapter 268 of the Acts of 2006 as it may be amended. Except to the extent modified by this Agreement, the Council reserves exclusively all the inherent rights and authority to manage and operate its activities. All rights not specifically granted in this Agreement are reserved solely to the Council and the Council has the sole right to decide and implement its decisions regarding such management rights. The exercise or non-exercise of rights retained by the Council shall not be construed to mean that any right of the Council is waived. Nothing contained in this Agreement shall subtract from, modify or otherwise diminish these rights in any manner.

The parties recognize that other agencies, and/or contractors of the Council, may continue to be responsible for implementation and administration of certain provisions of this Agreement, as directed by the Council.

Article 4: Union Rights

Section 1: Union Security

The payment of dues, agency service fees or financial core contributor fees is required as a condition of employment for all PCAs covered by this contract. An authorization form will be designated and provided by the Union to the Fiscal Intermediaries (FIs). This form shall be included in the new PCA hiring packet distributed to the consumer.

Effective July 1, 2011, all persons currently employed as PCAs and future hires who have not signed an authorization form will have the agency service fee deducted by the Fiscal Intermediary without a signature required for the deduction to be implemented.

The Employer shall receive ninety (90) days advance notice of any planned change of dues or fees.

Section 2: Payroll Deduction

Initiation fees, regular dues, financial core contributor fees, or agency service fees, as established from time to time by the Union, in accordance with Section 1 of this Article, shall be deducted from the wages due each PCA. All deductions for initiation fees, dues or agency service fees made from the wages of PCAs shall be remitted to the Union by the end of the month following the month in which those dues and initiation fees were deducted.

- 1) Each fee remittance shall be accompanied by a list of all PCAs. To the extent it may be administratively feasible and the information is available, such list shall include, for each PCA, the following information:
 - a. full name;
 - b. home or mailing address;
 - c. home phone number;
 - d. cellular phone number;
 - e. email address;
 - f. unique PCA ID number;
 - g. first pay period and last pay period;
 - h. amount of dues deducted;
 - i. amount of agency service fees, if any, deducted;
 - j. amount of Political Action Fund deduction, if any;
 - k. amount of time for which the PCA was paid in the pay period
 - l. gross pay; and
 - m. total pay subject to dues deduction.

The inclusion of the above information is contingent upon the information being provided by the PCA and forwarded by the Consumer.

For items on the above list that are not currently collected, collection of those items shall begin on or about July 1, 2009.

The list shall be transmitted in a mutually agreeable electronic format. The Council shall provide to the Union the name, title, e-mail address, and phone number of one person to whom the Union may direct inquiries regarding the lists generated pursuant to this paragraph.

- 2) Remittance of dues, initiation fees and agency service fees shall be made payable to 1199SEIU United Healthcare Workers East, and shall be mailed to:

1199SEIU United Healthcare Workers East
PO Box 2665
New York, NY 10108

- 3) Any agency service fee deducted under the provisions of this Article must be calculated in accordance with the provisions of Chapter 150E of the Massachusetts General Laws and any regulations promulgated by the Massachusetts Division of Labor Relations.
- 4) Political action fund deductions shall be made in accordance with Section 17J of Chapter 180 of the Massachusetts General Laws. Upon receipt of written authorization from a PCA on a form designated and provided by the Union for the purpose of political action deductions, the sum specified in said authorization shall be deducted from the wages due said PCA and the funds shall be remitted to the 1199SEIU Massachusetts Political Action Fund, in the same manner and at the same time as dues, initiation fees and/or agency service fees are remitted as described in this Article. This remittance shall be made separate from any payment made for dues and agency service fees.

Remittance of Political Action Funds shall be made payable to 1199SEIU Massachusetts Political Action Fund, and shall be mailed to:

1199SEIU United Healthcare Workers East
PO Box 2665
New York, NY 10108

The Council assumes no obligation, financial or otherwise, arising out of compliance with any provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Council harmless from any claims, actions or proceedings by any PCA arising from deductions made at the request of the Council hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Article 5: Communications

Section 1: New Hire Materials

The Union may provide materials to be included in new PCA packets distributed to Consumers. Any such material must be clearly marked as originating from the Union and not in any way endorsed, condoned, or supported by any Consumer, the Council or the Commonwealth, unless the Council and the Union agree otherwise in advance. To the extent that such materials increase the mailing cost of new PCA packets, such cost shall be paid by the Union. In all communications, both parties will refer to the other party in a respectful manner.

Section 2: Time Sheet Drop-off Locations

The Union will be permitted at time sheet drop-off locations to talk to PCAs in a way that does not interfere with the regular business of the Fiscal Intermediary.

Section 3: Website Links

In order to enhance communication between the Council and the PCA workforce, the Council shall post a link on the home page of its website to the Union's website, and the Union shall post a link on the home page of its website to the Council's website.

Section 4: Union Representatives

The Union shall provide the Council with a list of the names of authorized Union staff representatives and elected officers, and shall update those lists as necessary.

Article 6: Continuity of Care

- 1) It is in the best interest of Consumers and PCAs that the continuity of care between a Consumer and PCA is not disrupted. As such, the Union, its members, officials and representatives shall not under any circumstances engage in, authorize, sanction or support any strike, slowdown or any other act of curtailment or any other similar interference with services to Consumers. The Union shall make every possible effort to discourage and prevent any such strike, slowdown or any other act of curtailment or any other similar interference with services to Consumers from occurring.
- 2) The Council shall not cause or initiate any lockout of PCAs.
- 3) Nothing in this Article shall limit or infringe upon the rights of Consumers described in Article 2 of this Agreement.

Article 7: Antidiscrimination

Neither the Council nor the Union shall discriminate against or in favor of any PCA, Consumer or Surrogate on account of race, color, creed, national origin, political or religious belief or activity, sex, age, disability, height, weight, marital status, sexual orientation, Union activity or membership, or any other basis prohibited by law.

This Article shall not limit or impede in any way the right of Consumers or their Surrogates to select, hire, supervise, determine the work schedules of, discipline, or terminate at-will, any PCA as described in Article 3 of this Agreement, nor shall it limit referrals on the basis of bona fide job-related skills (e.g. language fluency or the physical ability to lift and transfer a Consumer) or Consumer preferences such as gender.

Article 8: Joint Labor Management Committee

- 1) In recognition of our mutual commitment to the success of the Council and the continued growth and stability of the PCA program, the Union and the Council shall establish a Labor Management Committee (LMC) to discuss topics of mutual interest.
- 2) To this end, the parties agree to establish a LMC that shall meet on a flexible basis, but shall meet formally not less than quarterly at mutually convenient times and locations. All meeting locations shall be fully accessible. The LMC shall consist of four (4) representatives of the Union and four (4) representatives of the Council. By mutual agreement, the LMC may change the number of LMC members and/or invite additional persons to attend meetings. PCA members of the LMC shall receive pay, at the applicable rate, for their time spent at LMC meetings, exclusive of travel, for up to four (4) LMC meetings.
- 3) The agenda for LMC meetings will be agreed to by the LMC members at least seven (7) days prior to each meeting. The topics for such meetings may include, but are not limited to: mutual respect, payroll processing, health and safety issues and the referral directory.
- 4) The LMC may establish subcommittees as needed and bring in outside representatives to help inform its work. The LMC agenda for the remainder of this contract shall include the items set forth in the side letter signed by both parties to the contract and incorporated herein.
- 5) Effective July 1, 2013, a contribution of one million dollars (\$1,000,000) will be allocated to the 1199SEIU Training and Upgrading Fund as part of the PCA Workforce Council's annualized budget. Such funds shall be expended only upon the written authority of the LMC. The use of said funds shall be subject to the side letter signed by both parties to this contract and incorporated herein. For fund sponsored training events related to PCA work, where at least one half (½) of the class are bargaining unit members, the parties to this contract will use their best efforts to seek permission from the training provider for the Union to have a suitable amount of time to make a presentation about the organization and to distribute and collect membership and PAC applications.

Article 9: Payroll and Electronic Deposit

Timely Payment

PCAs shall be entitled to receive timely payment for services authorized, documented and rendered.

To promote a timely and accurate payroll system, the Council and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues. Unless otherwise stated, all payments and time accruals called for under this contract, and all accruals for benefit eligibility, are cross consumer and cross payer. All payments mentioned in this Agreement are conditioned upon compliance by all parties, consumers and PCAs, with all applicable federal and state laws and regulations.

Electronic Deposit

PCAs shall have the right to authorize electronic deposit of payments issued for services properly authorized and rendered.

Article 10: Wages

Effective July 1, 2012, the PCA wage rate shall be \$12.68 per hour.

Effective July 1, 2013, the PCA wage rate shall be \$12.98 per hour.

Effective July 1, 2014, the PCA wage rate shall be \$13.38 per hour.

Article 11: Health Insurance

There will be a Health Insurance Committee, the composition of which will include representation from 1199SEIU, the PCA Workforce Council, the Office of Disability Policy and Programs, the Health Connector Authority, MassHealth, and other appropriate representatives of the Administration and/or PCA Consumers. Final representation will be determined jointly by 1199SEIU and the Administration. The Committee will authorize, and the Commonwealth will fund, a study looking to establish a viable method for providing health care benefits for members of the bargaining unit. Among the topics to be researched and considered are:

- Identifying a process for securing a federal match for health insurance
- Investigating/costing-out healthcare options for PCAs – including exploration of provider networks and innovative strategies involving the Connector and/or other state-subsidized products
- Family income statistics for PCA family income
- Legal and practical feasibility of maintaining MassHealth and CommCare eligibility for some PCAs while ESI is offered to others
- Advantages/disadvantages of a Taft Hartley health care trust over other venues

- Insurance options and other applicable health related benefits that are currently available for PCAs who do not have health insurance
- Effects of ACA implementation on PCA health care coverage

Timeline/Deadlines: The committee shall meet monthly beginning no later than September 1, 2012. The committee shall report back with formal, written recommendations on all of these items no later than January 2, 2014, at which time there will be a contract reopener to commence negotiations over health benefits for PCAs. Any such benefit shall begin on July 1, 2014 and shall be subject to appropriation.

Article 12: Health and Safety

The Council and the Union both consider the health and safety of consumers and PCAs to be one of the highest priorities in the delivery of services. Neither party shall be expected to participate in any aspect of the employer/employee relationship that would threaten his/her health or safety.

Consistent with the established approval process offering professional development through the Training and Upgrading Fund, training on safety issues will be made available to all members of the bargaining unit.

Article 13: Paid Time Off

Effective July 1, 2014, a contribution of one and a half million dollars (\$1,500,000) will be allocated to fund-paid time off for PCAs and will be annualized as part of the budget for MassHealth. The distribution of said funds shall be subject to mutual agreement by the Labor Management Committee. The Labor Management Committee will begin meeting to discuss PTO implementation no later than January 2013. These discussions will include, but not be limited to, securing a federal match for this funding and developing an accrual system for implementing the benefit. In order to implement this benefit, the Fiscal Intermediaries will be prepared to implement a paid time off benefit based on hourly accruals.

Article 14: Holidays

New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day and Christmas Day (December 25) shall be considered holidays and all hours worked between 6:00 a.m. and midnight on these days shall be paid at the premium rate of

time and one-half (1½) the regular rate of pay. PCAs who do not work on a holiday shall not be paid for that holiday.

Article 15: Dispute Resolution

Section 1: Grievances

- 1) Mutual respect and trust require that the Council and the Union address and resolve disputes arising under this Agreement in a fair and responsible manner, using mediation and conflict resolution techniques whenever appropriate.
- 2) No matter arising from, or dispute pertaining to, the exercise by a Consumer and/or his or her Surrogate of any rights described in Article 3 of this Agreement, including, but not limited to, the right to select, hire, schedule, train, direct, supervise and/or terminate any PCA providing services to him or her, shall in any way be subject to the provisions of Section 2 of this Article.
- 3) A grievance is defined as an allegation by a PCA and/or the Union of a violation of one or more provisions of this Agreement.

Section 2: Grievance Procedure

1) Step One: Informal Resolution

The PCA and/or a Union representative shall confer with the Council's designee to attempt to resolve the grievance informally.

2) Step Two: Formal Grievance

If the grievance is not resolved at Step One, the Union representative shall reduce the grievance to writing, including a statement of relevant facts surrounding the grievance, the alleged violations of the Agreement, and the remedy requested. The written grievance shall be presented to the Council's designee within thirty (30) days of the occurrence of the alleged violation or within thirty (30) days of when the Union could reasonably have been aware of the occurrence giving rise to the grievance. However, in no event shall the Council be obligated to consider a grievance more than six (6) months after the occurrence of the alleged violation. The Union may submit the written grievance to the Council's designee in person, by e-mail, by fax, or by mail.

3) Step Three: Mediation

A. If the grievance is not resolved at Step Two, the Union may:

1. within thirty (30) days of receipt of the written Step Two response, or,
2. in the absence of a written Step Two response, within six (6) months of the Union's submission of the grievance at Step Two, present a written request to the Council to submit the grievance for resolution before a mediator through the Massachusetts Division of Labor Relations or other mutually agreeable mediator. The Council's designee will, within fourteen (14) days of receiving the Union's request, notify the Union in

writing as to whether or not the Council agrees with the Union's request.

4) Step Four: Arbitration

- A. If the grievance is not resolved at Step Three, the Union may:
 - 1. within thirty (30) days of receiving a written Step Two response from the Council's designee, or
 - 2. if the Union has requested mediation at Step Three, within thirty (30) days of receiving the Council's written refusal to submit the grievance to mediation, or
 - 3. in the absence of a written response from the Council's designee at either Step Two or Step Three, within one (1) year of the Union's submission of the grievance at Step Two, advance the grievance to final and binding arbitration by filing a demand for arbitration with the Council.
- B. The Union and the Council shall attempt to select an arbitrator by mutual agreement. If the parties fail to agree upon an arbitrator, the Union shall forward the matter to an arbitrator listed on the Commonwealth's Master Service Agreement.
- C. The Council and the Union shall each pay one half the costs of the arbitration, including the fees of the arbitration and proceeding itself, but not including the costs of representation, advocacy, or witnesses of either party.
- D. The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement. The award of the arbitrator shall be final and binding on the parties.

- 5) The time limits provided in this Section are essential to the orderly resolution of grievances. Any grievances not presented or advanced within the timelines specified herein shall be considered withdrawn. If the Council fails to meet the timelines specified herein, the Union may move the grievance to the next step. Any of the timelines may be extended by mutual agreement of the Union and the Council.

The parties may, by mutual agreement, choose to pursue alternative dispute resolution processes in lieu of the grievance/arbitration process provided in this Section.

Article 16: Duty to Bargain

During the negotiations that resulted in this Agreement, the parties had the unlimited opportunity to make demands and proposals with respect to any and all appropriate subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties, and the parties shall not be obligated to any additional collective bargaining except as may be

required by this Agreement or pursuant to Chapter 150E of the Massachusetts General Laws.

The parties acknowledge, however, that matters may arise during the term of this Agreement that may not have been anticipated at the time this Agreement was negotiated. Therefore, during the term of this Agreement, each party shall give full consideration to any request by the other party to reopen discussions regarding subjects covered by this Agreement.

Article 17: Savings Clause

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

In the event of such invalidation, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.


Article 18: Duration

This Agreement shall go into effect after ratification by the Union and the Council and shall continue in full effect until June 30, 2015. If ratification does not occur before June 30, 2012, the existing agreement will be extended until completion of the ratification voting. The parties shall begin negotiation for a successor agreement no later than January, 2015.

**For: Personal Care
Attendant Quality Home
Care Workforce Council**

**For: 1199SEIU United Healthcare
Workers East**


Christine Griffin, Council Chair


MARIA CASTANEDA, SECRETARY TREASURER

Date: 8/29/12

Date: 10/19/2012

Side Letter of Agreement

**Personal Care Attendant Quality
Home Care Workforce Council**



The undersigned agree that:

- All Labor Management Committee (LMC) decisions regarding training funds, known as the Mass PCA Training Fund (Fund), are to be made by consensus and expressed in writing. No funds may be expended without LMC authorization.
- The 1199SEIU Training and Upgrading Fund (TUF) shall place the funds in an interest bearing account and shall file quarterly reports with the LMC detailing expenditures from the Fund. TUF shall promptly notify members of the LMC when the Fund balance reaches \$250,000, \$100,000 and \$50,000 balances.
- Based on LMC goals, the Fund will develop a training plan for classes and programs to be offered throughout the Commonwealth.
- The Fund may contract with vendors, colleges and/or hire instructors to offer these classes.
- In addition to skills training, the Fund may provide tuition support and adult education classes.
- 1199SEIU will assist with the marketing and promotion of training programs throughout the state.
- In order to be accessible to the PCA workforce, classes will be offered in centralized locations, in various languages, and at a range of times and days.

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

Christine Griffin
Council Chair
PCA Workforce Council

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

Veronica Turner
Executive Vice President
1199SEIU Health Care Workers East

Date: 8/29/12

Date: 9/13/12

Side Letter of Agreement on Paid Time Off

*Personal Care Attendant Quality
Home Care Workforce Council*

1199SEIU
United Healthcare Workers East
Massachusetts Division

The undersigned agree that:

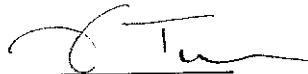
Pursuant to Article 13 of the Collective Bargaining Agreement, effective July 1, 2014 and annually thereafter, PCAs who worked at least one hundred (100) paid hours per month in the three (3) months that immediately precede July (April, May, June) shall be credited with five (5) hours of paid time off (PTO). On February 1 of each year, PCAs who worked at least one hundred (100) paid hours per month in the three (3) months that immediately precede February (November, December, January) shall be credited with five (5) hours of paid time off. PTO hours for the two annual payments shall be calculated in the same manner that hours for dues and agency fee payments are currently calculated.

Within ninety (90) days after July 1 and February 1, all eligible PCAs will be issued checks for five (5) hours of paid time off.



Rosalie Edes
Council Chair
PCA Workforce Council

Date: 12-5-13.



Veronica Turner
Executive Vice President
1199SEIU Health Care Workers East

Date: 11-27-13

Side Letter of Agreement

1199SEIU United Healthcare Workers East and the PCA Workforce Council agree that:


- Both organizations will work together with stakeholders to build the capacity of the Personal Care Attendant (PCA) program in Massachusetts and jointly develop a PCA orientation program. The goal of the orientation program is to support PCA workers in their positions, support the integrity of the PCA program in the state, and increase communication between the consumer employers and PCA workers following hire.
- An orientation shall be completed by all PCAs hired on or after January 1, 2014 within six months of the date of initial employment as a Personal Care Attendant. Personal Care Attendants shall receive a notice of orientations and the requirements to complete the orientation following acceptance of employment.
- The Council will establish a working group of stakeholders to outline the framework and content for the orientation and methods to operationalize the program. The Council shall work jointly with interested stakeholders, including but not limited to Personal Care Management Agencies, Fiscal Intermediaries, MassHealth, 1199SEIU, and consumer employers to establish the content and curriculum for the orientation and the standards and processes of an orientation program for persons newly hired as Personal Care Attendants. The orientation program shall provide information, at a minimum, on:
 - independent living principles;
 - identifying and reporting fraud and abuse;
 - workers' rights and responsibilities presented by a Union representative;
 - operational procedures of the PCA program in MA (e.g. time records, PCMs and FIs, payment methods etc);
 - accountability and enforcement mechanisms to ensure completion of the mandatory orientation program (for both consumer employers and PCAs), and;
 - resources to support both consumer employers and PCAs including, but not limited to, the role of 1199SEIU, the role of the PCA Workforce Council, the Rewarding Work web portal and other key resources.

The orientation shall require no more than three hours to complete.

- The Council shall also establish procedures for consumer employers to actively opt out so they can directly provide the orientation for a new employee (PCA) provided the orientation uses the same materials and curriculum as designed by the stakeholder group (referenced above). PCAs who complete orientation with the consumer employer may participate in orientation sessions sponsored by other organizations; however Personal Care Attendants shall only be paid for participating in one orientation.
- Nothing in this section shall be deemed to affect the Personal Care Attendant program principles of consumer control, including the consumer employer's right to hire, train, direct, and dismiss Personal Care Attendants.



Rosalie Edes
Council Chair
PCA Workforce Council



Veronica Turner
Executive Vice President
1199SEIU United Healthcare Workers East

Date: 7/10/13

Date: 7-9-13

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