

# **Collective Bargaining Agreement**

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between

**SEIU 775**

and

**Addus Washington**

**Effective July 1, 2017 to June 30, 2019**

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## **ARTICLE 1: STATEMENT OF PURPOSE**

The SEIU Addus Negotiating Committee referenced below and Addus have completed negotiations for a national collective bargaining agreement. The SEIU locals that currently represent Addus employees are listed in Article 2. As additional locals enter into agreement with Addus pursuant to this National Agreement, they will be added through side letters.

The SEIU Addus Negotiating Committee and Addus agree that working together to maximize public reimbursement and identifying training and skill development opportunities are objectives for the union and the company. This collaborative approach will enhance the quality and consistency of the services provided to consumers and will improve working conditions for people who provide personal care services.

## **ARTICLE 2: RECOGNITION AND ADDUS NATIONAL MASTER CONTRACT**

Addus Healthcare, (“Employer”) and its successors and assigns, and the Addus Negotiating Committee, comprised of the following local unions: Local 521, Service Employees International Union, Local 503, Service Employees International Union, SEIU 775, Service Employees International Union, SEIU Healthcare Illinois Indiana, Service Employees International Union, SEIU Healthcare Pennsylvania, Local 1107, Service Employees International Union, 1199 SEIU, United Healthcare Workers East, Service Employees International Union. Service Employees International Union (referred to herein collectively as “Union”), and their successors or assigns, hereby agree to become parties to the Addus National Master Contract (“National Agreement” or “Agreement”).

For the term of this Agreement, the Employer recognizes and acknowledges that the SEIU Addus Negotiating Committee and its local unions affiliated with the Service Employees International Union is the exclusive collective bargaining agent for all its In-Home Supportive Services (IHSS) and other direct service employees in the bargaining units listed in Appendix A of the National Master Contract, including SEIU locals with current contracts settled prior to national agreement, and in units in which SEIU is chosen to represent Addus direct care employees pursuant to this agreement, herein referred to as “employees,” excepting all guards as defined in Section 9(b)(3) and supervisors, coordinators, clerical, managers and Executives as defined in Section 2 (11) of the National Labor Relations Act. The employees and local unions covered under this Master Agreement shall constitute one (1) bargaining unit.

Article 30 describes the recognition procedure for currently unrepresented employees during the term of the agreement. Article 30 Section 8 describes the classification of employees to which the agreement is directed and the purpose for labor neutrality in the listed states.

To the extent that this Agreement conflicts with provisions of extant agreements between Addus and SEIU locals that are party to this Agreement, this Agreement shall apply.

## **ARTICLE 3: SCOPE OF AGREEMENT**

### **SECTION 1**

This Agreement concludes negotiations between the parties on the items covered in this agreement.

### **SECTION 2**

SEIU local unions and Addus shall negotiate over economics and other subjects not addressed in the National Agreement, as detailed in Addendum entitled List of Items Already Resolved and Therefore Not subject to Local Bargaining attached to the National Master Agreement. In the event the appropriate SEIU local and Addus cannot reach agreement, the parties will utilize the following dispute resolution process prior to engaging in other actions.

Mediation and fact –finding:

1. The SEIU local and Addus representatives shall develop a joint status document that reflects the parties' positions on the open issues.
2. The parties shall meet with a neutral fact finder who shall review the parties' positions and recommend a path to settlement.
3. The fact finder shall consider: Addus funding from all sources for the bargaining unit and Addus' ability to make a reasonable return on investment; worker wage and benefit standards from other unionized homecare companies; and, Evidence that both parties have advocated in good faith for funding increases from the payor.
4. The fact finder shall issue a written recommendation outlining ideas for settlement. If there is no settlement after 60 days of fact-finding and receipt of written recommendation, the parties may resort to other actions.

## **ARTICLE 4: UNION SECURITY**

### **SECTION 1: UNION MEMBERSHIP**

Each employee shall be required to become a member, or pay an equivalent fee designated by the Union, of the SEIU local Union no later than the thirty-first (31) day of employment, and to remain a member of the Union until the expiration of this Agreement. Any employee who fails to satisfy this obligation shall be discharged by the Employer and the Employer shall provide written notice to the SEIU local Union of such discharge within thirty (30) days. | Page 8 In states where membership cannot be required, any employee who joins the union after the effective date of this Agreement or its application to the employee shall maintain his/her membership until the Agreement expires.

## **SECTION 2: UNION LIST**

The Employer agrees to furnish to the relevant SEIU local Union, every thirty (30) days, a list of its employees to include names, addresses, phone numbers, employee numbers, birth dates and social security numbers. In order to provide the Union with timely, accurate information on the names, addresses and telephone numbers of bargaining unit employees, as well as the date and reason for any terminations, the Employer further agrees to provide the local Union with the local Union portion of the dues deduction authorization card for all newly-hired employees, and a list of terminated employees, on a monthly basis during the term of this Agreement.

## **SECTION 3: PAYCHECK DEDUCTIONS**

The Employer agrees to deduct from each employee's pay all authorized fees, dues, assessments, deductions (up to four (4) total) and list accrued time off as required by the SEIU local Union agreement, upon voluntary authorization executed by each employee directing the Employer to make such deductions. The Employer shall make such deductions from the employee's paycheck following receipt of such authorization, and periodically thereafter as specified on the authorization, so long as such authorization is in effect, and shall remit same to the local Union within fifteen (15) days after the end of each pay period. The SEIU local Union will furnish all the forms necessary to be used for this authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change. The Union will hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of union membership fees, including the cost of defending against such claim or obligation.

## **SECTION 4: UNION SUMMARY REPORTS**

The Employer agrees to provide a local union summary report containing the name, employee number, dues, and cumulative year-to-date totals of fees, dues, COPE/CAPE and other assessments for each employee under the local union's jurisdiction; the total gross wages for all employees combined; the total union dues for all employees combined; and the total number of employees in the payroll period covered. These local union summary reports shall list all employees covered by this Collective Bargaining Agreement who were paid in the particular pay period. These reports shall be sent to the local Unions no later than fifteen (15) days after the end of each pay period.

If the Employer has now, or obtains during the term of this Agreement, the ability to provide the information required by this Section through any accepted method of automated data storage such as computer discs or other means compatible to the local Union's facilities, it | Page 9 will utilize such procedure, at the local Union's expense, to report under this Section and do so via electronic mail.

## **ARTICLE 5: VACANCIES**

At a minimum, when a bargaining unit position opening occurs within the Employer, the Employer agrees to notify the local unions and post these openings on the bulletin board. Expansions on this Article in local agreements, which do not conflict with this minimum standard, are permissible.

## **ARTICLE 6: ORIENTATIONS**

### **SECTION 1: IN-SERVICE TRAININGS**

The Employer agrees that a period of time will be made available before or after each in-service training meeting, or before or after any scheduled break during the training, but not beyond normal office working hours, for Union Stewards and/or Union Representatives to address members of the bargaining unit. Management or supervisory personnel may not be present unless mutually agreed to by union and company. Such meetings shall not disrupt the in-service schedule, have a maximum duration of thirty (30) minutes, and shall be conducted in accordance with Article 22: Dignity and Respect.

The Employer agrees to inform the local Union of regular in-service training dates, times and locations one month in advance and other in-service training dates, times and locations in advance. The local Union must inform the Branch Manager of its desire to address the bargaining unit members at a scheduled in-service training two days in advance.

### **SECTION 2: UNION PRESENTATION AT NEW EMPLOYEE ORIENTATIONS**

Reasonable time, but not longer than twenty (20) minutes, shall be granted for a representative of the Union to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. If the Union representative is an employee of Addus, the employee shall be given time off with pay for the time required to make the presentation. The Employer will provide the Union reasonable notice of the place and time of meetings for the orientation of new employees. If the agency does not offer an orientation within thirty (30) calendar days of hire, a Union representative may request to meet with the new employee or group of new employees in the bargaining unit. Subject to prior supervisory approval regarding scheduling, the Union representative will be allowed to meet on work time to cover these same items. Such time is limited to twenty (20) minutes.

## **ARTICLE 7: NO DISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination with respect to employment or conditions of employment on the basis of race, color, physical and/or mental disability, marital status, national origin, ancestry, gender, sex, sexual orientation, age, religion,

veterans status, union membership and activities, or other consideration made unlawful by federal, state, or local law.

## **ARTICLE 8: UNION RIGHTS**

### **SECTION 1: RIGHT TO STEWARD**

For purposes of representation and mutual administration of the contract, the local Union will designate stewards from among its members employed by the Employer. The local Union will notify the Employer within 10 working days when a steward has been designated.

### **SECTION 2: BULLETIN BOARD**

The Employer will provide a bulletin board, in an area easily accessible to employees in each branch office, for union postings. The local union agrees to apply reasonable standards of good taste when posting local union notices.

### **SECTION 3: EMPLOYEE COMMUNICATIONS**

Addus will assist in distribution of union meetings and activity notices on a branch-by-branch basis. At a minimum Addus agrees, at the request of the SEIU local Union, to include regular Union written communications, including but not limited to newsletters, with all mailed or hand distributed correspondence or communication with employees, including but not limited to paychecks, timesheets or in-service notifications provided that:

- a. The Union shall submit to the Employer the information at least two weeks in advance of the pay date upon which the union wishes the literature to be distributed or at least 3 days in advance of the date the company will mail the material.
- b. All literature submitted for insertion in pay envelopes shall be clearly identified as Union-produced material.
- c. In the event that the insertion of union material increases the cost of mailings to the employer, the Union shall reimburse the Employer for the additional cost.
- d. This section is intended to refer to paper materials or other small promotional items that can be easily inserted into envelopes. The materials will not be such that the insertion requires significant additional time on the part of the Employer.

### **SECTION 4: PAY CHECK PICK UP**

Where agreed to by both parties, on a branch by branch basis, Addus agrees that regular employee check pick up will be conducted at the local SEIU Union office. It is the goal of the company and the union for the company to offer direct deposit within 18 months after the signing of this agreement. The company will provide a status update to the union every six months.

## **SECTION 5: UNION LEAVE**

a) Any employee elected or appointed to an office or position in each local Union shall be granted a leave of absence for a period of continuous service with each local Union not to exceed two (2) years. The leave may exceed two (2) years in cases where the term of office exceeds this period. Thirty (30) days written notice must be given the Employer before the employee takes leave to accept such office or position, or before such employee returns to work. Such leave of absence shall be without pay.

b) A leave of absence without pay shall also be granted for no more than ninety (90) days to conduct each local Union's business provided fifteen (15) days written notice is given. The Employer and each local Union shall cooperate in the scheduling of substitutes, so that employees on leave can return to their job positions upon ending their leave. If this leave lasts more than five (5) days the Employer will not be able to guarantee the employee their same clients or same hours. If the Employer determines it will harm client services, the Employer can deny a leave request to the employee serving the affected client, until the Employer can find a substitute. If more than one leave of this kind is taken per year by the same employee, the second or additional leave request shall be at the sole discretion of the Employer.

## **ARTICLE 9: PROBATION**

The first six (6) months of employment shall be the probationary period for all new employees. During this period the Employer shall discuss performance problems with the probationary employee if it appears that this may help the employee successfully complete the probationary period. Probationary employees are covered by this Agreement and enjoy the same legal rights as other employees under the National Labor Relations Act; however, the Employer may discipline or terminate a probationary employee without cause and a disciplined or terminated probationary employee shall not have recourse to the grievance procedure.

## **ARTICLE 10: MANAGEMENT RIGHTS**

It is mutually agreed that it is the duty and the right of the Employer to manage the facility and direct the workforce. This includes but is not limited to, the right to hire, transfer, promote, reclassify, layoff, reduce hours, set and administer work performance and disciplinary standards, and discharge employees subject to the conditions as set forth in this agreement. The foregoing statements of rights of Management and of the Employer functions are all inclusive and shall not be construed in any way to exclude other functions not specifically enumerated, except when such rights are specifically abridged or modified by this agreement.

## **ARTICLE 11: NO STRIKE NO LOCKOUT**

There shall be no strike, slowdown, or other stoppage of work by employees represented by the Union and no lock out by the Employer over the issues covered in the National Master Agreement during the life of this Agreement.

## **ARTICLE 12: DISCIPLINE AND DISCHARGE**

### **SECTION 1: JUST CAUSE**

The Employer shall have the right to discipline employees and to discharge employees for just cause.

### **SECTION 2: UNION NOTIFICATION**

In any case where a home care aide is the subject of a written formal warning the Employer will notify the home care aide of the purpose of the meeting and their option to have a local union representative present when the meeting is scheduled. Prior to commencing review of the written formal warning at the scheduled meeting the home care aide will be given a form to confirm that they have been offered the option to have a union representative present. The confirmation will be attached to the written formal warning as part of the permanent record of the meeting.

Within ninety-six (96) hours after any discharge, the Employer will notify the local union in writing of the discharge and the reason for this action. Failure to do so will not affect the termination or its validity in any way.

### **SECTION 3: INTERVIEW BY UNION**

A local union representative shall have the right to interview employees and Employer personnel concerning discharge and discipline matters. Employer personnel shall have the right to have another employer representative present in such interviews. Such interview shall not interfere in any way with the Employer's business activity. Such interview is to be for informational purposes.

### **SECTION 4: EMPLOYER RULES**

The Employer may establish reasonable work rules necessary to regulate employees' conduct at work. Work rules shall be conspicuously posted and made available to all employees. The employer will advise the local union of any proposed changes to the work rules 30 days in advance.

### **SECTION 5: EMPLOYEE CONFERENCES**

When an employee is called into conference at which the Employer intends to investigate the possibility of imposing discipline on him or her or to notify him or her of his/her discharge or

suspension, the employee has the right to request the presence of his or her local union representative at such conference. If an employee makes such a request, the Employer agrees to make time available when the participating Steward and employee are not assigned to work or the Employer agrees to compensate the employee and the Steward for time missed from normal work assignments.

## **SECTION 6: PERSONNEL FILES**

Any information regarding disciplinary action, e.g., warnings, placements on probation status, or formal evaluation reports prepared by the Employer shall be placed in the employee's personnel file and a copy shall be made available to the employee. The employee shall be offered the opportunity to sign the document indicating that s/he has seen it and shall have the right to add a written reply to it. The Employer shall allow employees access to their personnel file at reasonable times. Employees shall have the right to submit written comments up to twice the length of the item being replied to or two (2) pages, whichever is longer replying to any material in their file, which comments shall also be maintained in the personnel file.

## **ARTICLE 13: GRIEVANCE PROCEDURE**

### **SECTION 1**

A grievance is hereby defined as a claim against, or dispute with, the Employer by an employee or the local union representative involving an alleged violation by the Employer of the terms of this Agreement and/or the Employee Handbook. An individual employee or group of employees shall have the right to present grievances and to have such grievances adjusted without the involvement of the local union, as long as the adjustment is not inconsistent with the terms of this Agreement and/or the Employee Handbook and the appropriate local union representative has been given the opportunity to be present at such adjustment.

### **SECTION 2**

Grievances shall be handled in the following manner:

The company and the union agree that wherever possible, problems should be solved at the earliest possible step. The union shall have the right to present a grievance orally to a supervisor or director in an effort to resolve the grievance. If a grievance is so presented, the company will waive the thirty (30) calendar day deadline for the union to present a grievance in writing in Step One. The company will respond within 5 business days.

Step One: If no settlement has been reached by the grievant and the employer, the company's time line has expired or the union or employee has opted not to present the grievance orally, the grievance shall be reduced to writing and shall be presented by the grievant and/or the union to the Agency Director or his/her designated representative within thirty (30) calendar days from the date of the occurrence of the facts or from the

date the alleged violation first became known; provided, however, that in the case of a grievance based upon or related to the discharge of an employee, such written grievance must be presented within thirty (30) calendar days after the date of discharge. The company will respond in writing within 10 days.

Step Two: If no settlement has been reached by the grievant and the employer or the company's time line has expired, the grievance shall be presented by the grievant and/or the union to the Regional Director or his/her designated representative and copied to the Regional Vice President within thirty (30) calendar days of the company's last response or, if no response was received, within thirty (30) calendar days of the expiration of the company's deadline to respond. The company will respond in writing within 10 days.

Step Three: If no settlement is reached or the employer does not respond within ten (10) calendar days after the date the grievance is presented to the Employer as provided in Step Two, then the local union shall, within the next thirty (30) calendar days, give notice to the regional Vice President of its intent to arbitrate. The time limits in this Article may be extended by mutual agreement of the official representative of the parties.

### **SECTION 3**

In the event that a dispute proceeds to arbitration, the local union and employer shall make a good faith effort to agree on an arbitrator. In the event the local union and employer are unable to agree, and not later than five (5) days from receipt of the first request for arbitration, the local union and employer shall select the list of arbitrators as follows:

- a) The American Arbitration Association (AAA) shall submit a list of five (5) arbitrators to the union and to Addus.
- b) Within five (5) working days after receipt of the arbitration panel, the parties shall meet to select and place in numerical order the arbitrators through the process of elimination by alternately striking names.
- c) The party to strike first shall be selected by a toss of the coin.

The jurisdiction of the impartial arbitrator is limited to:

1. Adjudication of the issues which under the express terms of this Agreement and the submission agreement setting forth the issue or issues to be arbitrated, which shall be entered into between the parties hereto, are subject to submission to arbitration;
2. Interpretation of the specific terms of this Agreement and/or the Employee Handbook which are applicable to the particular issue presented to the arbitrator;

3. The rendition of a decision or award which in no way modified, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with any of the provisions of this Agreement and/or the Employee Handbook; and
4. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties.
5. The rendition of a decision involving the administration or interpretation of insurance plans or contracts, including pension plans; and those issues related to interpretation of the health and dental plan rules for eligibility, cost to employees, the union and the company. The arbitrator shall not have jurisdiction over internal rules of the insurance plan itself which are outside the employer's control.

#### **SECTION 4**

The arbitrator will render a decision within thirty (30) calendar days after the hearing. The decision shall be final and binding upon the Employer, the local union and the employees affected, provided that this does not preclude any party to this Agreement from seeking judicial review as provided by law. The costs of the arbitration shall be born by the losing party.

### **ARTICLE 14: RIGHT OF ACCESS TO EMPLOYER'S PROPERTY**

#### **SECTION 1**

The Employer agrees to admit to its offices the authorized representative of the local Union for the purposes of adjusting grievances and conducting other legitimate, appropriate Union business. The representative shall advise the Employer of such visits in advance by notifying the Director of his/her designated representative.

#### **SECTION 2**

In the exercise of the foregoing section, there shall be no interference with the productive activities of the Employer.

### **ARTICLE 15: LABOR MANAGEMENT RELATIONS COMMITTEE**

#### **SECTION 1**

The Employer and the Union shall establish a Labor-Management Relations Committee. The purpose of the Committee shall be to consider matters affecting the relations between the Employer, the Union, and the employees, and to recommend measures to improve client care in specific and the industry in general; provided, however, the Committee shall not engage in negotiations, nor shall the Committee consider matters properly the subject of a grievance.

## **SECTION 2**

The Committee shall be composed of up to five (5) Union representatives, including a health and safety representative, and up to five (5) representatives of top and line management. In addition, the President or Executives of the organizations, or their designees may attend the meetings. Other provisions for this Committee are as follows:

- a. The Committee will be co-chaired by one of the employees and one of the Employer Representatives.
- b. The Committee may meet quarterly, but no less than once per calendar year, at a time mutually convenient to the Union and the Employer.
- c. The Committee meetings will be scheduled so that employees are not on duty when Committee meetings occur.
- d. The Union and the Employer will prepare an agenda to be presented to the Committee at least five (5) working days prior to the scheduled meeting.
- e. Employee Committee members are paid their regular rate of pay for participation.
- f. Agreed Minutes of the meetings will be presented to the Employer and the Union within twenty-five (25) working days after the meeting.
- g. The Committee has no authority other than to recommend appropriate suggestions or solutions to envisioned problems identified and agreed upon by the co-chairs. The Employer and the Union will address each recommended item in writing within twenty-five (25) working days to the members of the Committee.

## **ARTICLE 16: WAIVER/SAVINGS**

### **SECTION 1: WAIVER**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition

### **SECTION 2: SAVINGS**

In the event any Article, Section or portion of this Agreement, or the applications of such provision to any person or circumstance is declared invalid by a court of competent jurisdiction or is in contravention of any applicable local, state or federal law, the remaining provisions of this Agreement shall not be invalidated and shall remain in full force and effect.

## **ARTICLE 17: MODIFICATION**

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written agreement between the parties hereto.

## **ARTICLE 18: SUCCESSORSHIP**

### **SECTION 1: NOTICE**

Addus agrees to notify the Union in the event any transaction is contemplated which may affect the interests of Union members. Addus agrees to notify any potential purchaser of its collective bargaining agreements with the Union and will make acceptance of such Agreements a condition of any sale, purchase, or any other form of transfer of its business, in whole or in part, to any other person or entity.

**SECTION 2: SUBCONTRACTING** Addus will not subcontract any bargaining unit work. In the event Addus enters into any business relationship that may impact Union members, Addus will notify the Union promptly.

## **ARTICLE 19: HEALTH AND SAFETY**

### **SECTION 1: GENERAL PROVISIONS**

The Company and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employee shall be required to work in any situation that would threaten or endanger his/her health or safety.

Such situations include: bodily harm to the employee; threatening animals; fire hazards; threatening people in or around the client's residence; abusive behavior of the client to the employee; sexual harassment of the employee by the client or persons in the household; or any other situations that would be a threat to the employee's health or safety.

The employee shall immediately report to the Company any working conditions that threaten or endanger the employee's health or the safety of the employee or client. An emergency number shall be made available to all employees where they can reach a company representative in the event of an emergency at any time the employee is working.

The Company will make available any protective gear that is needed by the employee to provide reasonable protection to the employee's health. No employees shall be required to provide at his/her own expense cleaning equipment, supplies, or protective garments to perform any task for a client. No employee shall be required to perform any task for which the client cannot or will not provide the necessary cleaning equipment, supplies, or protective garments. If such a situation arises where there are insufficient supplies or cleaning materials, the employee will report the situation immediately to his/her supervisor.

## **SECTION 2: IMMUNIZATIONS**

Employees shall receive, upon request, flu shots as prescribed by medical standards paid for by the employer using the most cost effective system of delivery in the community, or at the employee's option at no cost to the employee through the employer sponsored health plan.

The employer will offer treatment at no cost to the employee for work place exposure to Hepatitis infections in accordance with the Centers for Disease Control and Prevention (CDC) guidelines.

Expansions on this Article in local agreements that do not conflict with this minimum standard are permissible.

## **ARTICLE 20: DIGNITY AND RESPECT**

In an effort to promote an effective partnership relationship, the parties agree that they will treat their respective representatives with dignity and respect, and that employees and supervisors and other members of management will all treat each other with dignity and respect.

Neither Addus nor the Union will publish newsletter articles or distribute other communication that is disparaging of the other party without first having made an effort to resolve the issue with management. Such disparagement would include information relating to specific individuals of the Company or the Union, issues that would be readily addressed when called to the attention of upper management of the Company or the Union, and are overall contrary to the spirit of cooperation and partnership as represented by this agreement. It is also an expectation that this spirit of cooperation will exist in all interpersonal communication.

This article is not intended to restrict the ability of the Company or Union to communicate with the employees or members related to business differences or disagreements between the Company and Union.

The Company agrees as part of employee orientation to inform all administrative personnel that participation in anti-union campaigns among Union or non-Union personnel and the dissemination of information discouraging union membership is against Company policy and subject to disciplinary action.

The Union agrees as part of orientation of union staff to inform all union personnel that participation in anti-Company campaigns among Union or non-Union personnel and the dissemination of information negative to the Company is against Union policy and subject to disciplinary action.

## **ARTICLE 21: JOB DESCRIPTIONS AND CARE PLANS**

All employees will be provided with a written job description stating what will be required of them in the position they hold.

Upon receiving a new client, all employees will be provided a detailed care plan designating what specific care is required for each particular client. If problems arise with a client's or employee's understanding of the care plan, the Company will take all steps necessary to ensure the full understanding of the care plan upon being made aware of the problem. Any changes to care plans will be provided to employees.

## **ARTICLE 22: LEAVES OF ABSENCE**

### **SECTION 1: LEAVES OF ABSENCE WITHOUT PAY**

Employees shall be entitled but not limited to all rights and privileges provided in the Family and Medical Leave Act of 1993; and other federal and state laws regulating pregnancy and/or medical leave as outlined by Company policy. Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of the Employer except that the Employer shall grant leave of absence without pay for the following reasons and minimum lengths of time:

- Family leave: 6 months or as provided by law, whichever is greater
- Medical leave: length of leave as certified by a physician
- Military and active duty leave: as provided by law

Leaves of absence shall not be construed as a break in service. All leave of absences will be without pay, except where leave is covered by accrued vacation. Employees on leave shall retain their seniority.

An intermittent leave or reduced leave schedule may be granted if the leave is due to the Employee's own illness or the illness of a child, spouse or parent of the Employee. When an intermittent leave is requested, dates on which treatment is expected to be given and the duration of the treatment must be submitted to the Employee's supervisor. The Employer may temporarily transfer the Employee to another available position with equivalent pay and benefits that better accommodate the Employee's scheduling needs.

Employees with over one (1) year of service with the Employer may be granted a personal leave of up to thirty (30) workdays. Employees requesting Personal Leave must do so in writing. The Employer shall respond to a request for Personal leave in writing within ten (10) working days. If the Employer is unable to accommodate an Employee's request for Personal Leave, the Employer shall provide reason and alternative options for accommodating the Employee's

request, e.g., rescheduling, postponing. Employees returning from Personal Leave lasting longer than fourteen (14) consecutive calendar days will be returned to the same position held before the leave and number of scheduled hours, but not necessarily to the same client(s).

## **SECTION 2: RETURN FROM LEAVE OF ABSENCE**

The Employee taking a leave of absence is entitled to return to his/her same position. The Employer will make a good faith effort to reinstate Employees returning from an authorized leave of absence to their previous or similar assignment and schedule. An employee who fails to return to work within 3 working days of the expiration of a leave or has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment.

## **SECTION 3: RETURN TO WORK PROGRAM**

When feasible, the Employer will provide alternative work opportunities to employees injured on the job. The Employer shall work closely with the employee and his/her physician to | Page 23 determine if and when the employee can return to modified duty, and what assignments and/or activity level restrictions must be adhered to.

## **ARTICLE 23: RECORDS AND PAY PERIODS**

### **SECTION 1**

Employees shall be furnished with a copy of their itemized deductions each pay period, which shall include the current hours worked, accrued time off, current wages earned, current wage rate, cumulative wages to date, and any regular itemized deductions, including any duly authorized dues deduction, in accordance with the Company's prior payroll procedures.

### **SECTION 2**

Upon no less than seven (7) calendar days notice to the Company, a duly authorized representative of the Union may, during normal business hours, examine time sheets, work | Page 38 production or other records that pertain to an employee's compensation and/or fringe benefits, in case of a dispute as to contributions and/ or pay. The Union shall not exercise this right so as to be disruptive of the Company's business.

### **SECTION 3**

Payment of wages shall be twice monthly unless such pay schedule is altered by agreement between the parties. The company shall make the pay schedule available to all employees. If a payday falls on a Saturday, the check will be distributed the preceding Friday. If a payday falls on a Sunday, checks will be distributed on the following Monday, unless the Monday distribution date is one of the recognized holidays, then the checks will be distributed on the

preceding Friday, or unless the local branch currently, as of the signing of this agreement, distributes the checks on a Friday.

#### **SECTION 4**

In the event an employee does not receive his/her paycheck on payday or is underpaid due to administrative error, a new check shall be issued within (3) business days from the pay date as long as the company is made aware of the problem on the pay date or the first business day following the pay date.

#### **ARTICLE 24: COPE CHECKOFF**

The Employer will deduct from an employee's pay for the union's COPE, CAPE or other special deduction fund, provided the Union has furnished the Employer with the voluntarily signed authorizations. The amount deducted shall be transmitted to the union monthly.

#### **ARTICLE 25: CREDIT UNION**

Upon provision of appropriate documentation and signed authorization cards the Company will deduct an after tax dollar amount from the Employees' paycheck and will make payment to a union designated credit union.

#### **ARTICLE 26: ADHERENCE TO EXISTING STATUTES**

The parties agree to abide by all applicable municipal ordinances and state and federal statutes, including but not limited to any and all statutes pertaining to discrimination in employment, to the extent said ordinances or statutes have an impact upon the working conditions of the bargaining unit employees.

#### **ARTICLE 27: PAST PRACTICE**

Subject to the other provisions of the agreement, all conditions relating to wages, hours of work, and other terms, conditions and benefits of employment shall be maintained as in effect at the signing of this agreement.

#### **ARTICLE 28: HOME CARE ADVOCACY DAY**

The Employer agrees to grant up to 15 percent (15%) of bargaining unit Employees in each state, based on a first-come, first-served basis, specific paid leave days, up to two days per calendar year, as designated by each local. Requests for additional days may be granted on a branch by branch basis and such requests shall not be unreasonably denied by the employer.

Home Care Advocacy Days are for the general purpose of public action and advocacy to any state or federal government, legislature or congress on issues related to home care or home health services and other legislation beneficial, as agreed to by both parties.

The local Union shall designate in writing to the Employer the Employees requesting such leave at least seven (7) calendar days in advance. Leave requests shall take client needs into consideration, but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the local Union concerning any difficulties in granting leave requests.

Employees on paid leave for Home Care Lobby Day shall receive their regular rate of pay for their scheduled hours on that day. Such time shall not be counted for the purpose of overtime computation.

## **ARTICLE 29: PRE-BID AGREEMENTS**

- a) The Employer and Union agree that it is a mutual goal that the level of wages and benefits negotiated and paid under one service contract period should extend or be improved in all subsequent contract periods.
- b) The Employer and Union agree that the Employer must not be placed in a disadvantageous bidding position in any contract procurement as a result of retaining and/or improving worker wages and benefits.
- c) In recognition of a) and b), above, both Union and Employer agree to adopt the following process for establishing wage and benefit levels in any open procurement conducted by any contracting entity:
  - 1) The Employer and Union will meet to negotiate the wage and benefit standards in all procurements where the Union represents home care aides, and;
  - 2) The wage and benefit standards will be negotiated, subject to the level of funding, the standards of the procurement document, and the requirements set forth in the procurement document, and;
  - 3) The wage and benefit levels for home care aides will be agreed to in writing, and;
  - 4) The Union will be responsible, to obtain a written agreement from all other bidders and potential bidders that each bidder will submit a bid that meets or exceeds the wage and benefit standard negotiated with the Employer, and;
  - 5) The Union will withhold its labor from any/ all bidders and actively oppose a contract award to bidders that submit bids that do not include the standards negotiated with the Employer.

## **ARTICLE 30: ORGANIZING**

This Article describes the procedures that will be followed when the union seeks to represent currently unrepresented employees and shall apply to all, current and future, unorganized IHSS

(as defined in Section 8 below) Addus branch offices and any other offices or units agreed to under Article 42 in this agreement.

### **SECTION 1: NEW RELATIONSHIP**

The parties are committed to establishing a new form of relationship that they collectively believe will be mutually beneficial. This relationship will be founded on

1. Addus ceasing all opposition to its employees achieving Union representation and Addus taking a neutral approach to such unionization, and
2. The parties' acceptance of a fair and expeditious procedure for determining whether Addus employees who are currently unrepresented wish to be represented by the Union.

### **SECTION 2: EMPLOYEE LIST**

Within seven days of Union's written request, Addus shall provide to the Union alphabetical lists of all currently unrepresented full-time and part-time IHSS employees or other employees agreed to per Article 42 (a) working within an Addus branch office or (b) employed pursuant to any contract between Addus and any third party, which list shall | Page 41 include the name, address and telephone number for each employee. This list will be updated monthly if requested by the Union.

### **SECTION 3: UNION ACCESS**

As soon as reasonably practicable after a request by the Union for access, Addus shall grant access to at least five Union representatives during working hours for the purpose of allowing the Union representatives to speak to the employees, request that they sign Union authorization cards and otherwise seek support for Union organizational activity. The employer will allow the Union use of conference rooms for such meetings. The Union will use its best efforts not to interfere with the normal and routine business activities of Addus, and Addus will not interfere with the Union's activities or distribution of literature.

### **SECTION 4: ADDUS NEUTRALITY**

Addus, its officers, agents, supervisors, managers, department heads, consultants, contractors and other persons or entities with actual or apparent authority to speak on behalf of the Company, will remain neutral regarding Union organizing efforts and will not address the employees concerning the recognition process other than through the joint statement described below in Section 6.

## **SECTION 5: UNION COMMITMENT**

In consideration of the promises and agreements contained herein, the Union will not strike or picket for recognition at any Addus facilities, provided that the terms of this Article are adhered to.

## **SECTION 6: JOINT COMMUNICATION**

The parties will issue a jointly drafted statement to unrepresented employees at all organizing branches describing the neutrality agreement and outlining the recognition process. Addus will distribute the statement with employee paychecks.

Addus will provide time, not less than twenty (20) minutes, during an existing in-service training or call a special meeting for employees for the purpose of allowing union representatives to describe the organizing process.

## **SECTION 7: COMMUNICATION**

The SEIU local coordinator for each branch shall provide the Addus Agency Director with copies of any literature to be distributed to employees and the opportunity for the Addus Agency Director to comment to insure the literature is consistent with the spirit of the agreement.

## **SECTION 8: BARGAINING UNIT**

For purposes of recognition under this Article, the appropriate unit for purposes of collective bargaining shall be: All full time, regular part time hourly employees and per diem employees working in any Addus IHSS branch or working under any IHSS contract, or any other contract as agreed to under Articles 42, between Addus and any third party or any combination thereof as designated by the Union.

IHSS is defined as employees who provide In-Home Support Service in California, direct service or personal care service workers. Personal care service workers include those who provide chore services or homemaker services to consumers who qualify for publicly paid home and community-based services.

## **SECTION 9: BRANCH ORGANIZING SCHEDULE**

Upon ratification of this agreement all, current and future, unorganized Addus IHSS branches shall be able to organize according to the procedure described in this article.

This applies to but is not limited to branches in Pennsylvania, Delaware, Illinois, Indiana, Missouri, Idaho, Washington, Oregon, and California.

The parties agree that in Arkansas, Alabama, New Mexico and other locations that may come into operation during the life of this agreement (excluding those named in the paragraph above), the company and the union will sit down together to set mutually beneficial goals around expansion prior to commencing organizing.

## **SECTION 10: CARD CHECK OR EXPEDITED NLRB RECOGNITION**

Addus shall recognize the Union as the exclusive representative of currently unrepresented employees in any appropriate bargaining unit, as defined in Section 8, upon either a showing that a majority of those employees have expressed their desire through a card check process to be represented by the Union or upon a majority showing in a consent election administered by the National Labor Relations Board. The Employer shall agree to the method of recognition selected by the Union. However, if the union presents cards signed by less than 55% of employees at the relevant Addus branch, the company shall have the right to request an expedited NLRB election.

A. If the Union chooses the NLRB process, the Employer agrees to immediately execute a consent election agreement. Pursuant to NLRB procedures, SEIU must file a representation petition with the appropriate office of the National Labor Relations Board (“NLRB”). Subsequent to this filing, SEIU shall notify the Employer and the NLRB of the date, time and method of the election. The Employer shall agree to the election date, time and method set by the Union unless there are special circumstances that warrant a different date or time. The Arbitrator shall be empowered to decide any disputes over the date, time or method of the election.

1. The appropriate unit will be the unit described in Section 8 above.
2. The NLRB will conduct the election and count the ballots. Any challenged ballots, challenges or objections to the election must be filed pursuant to the arbitration provisions of this Article, and all parties acknowledge and submit to the arbitrator’s exclusive authority to rule on such objections and any determinative challenges and the parties waive their rights to have the NLRB resolve any objections or determinative challenges. The parties will take all necessary steps to effectuate the arbitration process and the arbitrator’s decision regarding objections and/or determinative challenges.
3. If a party wishes to file objections to the election based on allegations of violations of the Agreement, either party must file such objections in writing with the Arbitrator within three (3) business days of the election as well as filing objections with the NLRB pursuant to NLRB timelines and procedures. Pursuant to Section 12, the Arbitrator shall resolve these objections within 14 days of his/her receipt of them. In the case of the filing of such objections, both parties will request that the NLRB hold objections in abeyance pending the decision of the Arbitrator and take any additional steps necessary to effectuate the Arbitration process and the Arbitrator’s decision.

B. If the Union chooses the card check recognition procedure, the employer hereby expressly waives its right to an NLRB election and agrees to recognize the Union upon a

showing of majority support. In connection therewith, the parties shall observe the following procedure:

1. The demonstration of majority support shall be by card check, utilizing an authorization card, or petition designated by the Union.
2. For purposes of determining the number of employees that constitute a majority of the bargaining unit, the cutoff date for determining unit population will be that date that the most recent and appropriate list(s) were furnished by Addus as provided in paragraph 2 above.
3. The card check shall take place within fourteen days of the union's first request.

### **SECTION 11: APPLICATION OF CONTRACT**

When the Union is recognized pursuant to the procedures set forth in this Article as the representative of the employees at a previously unorganized Addus branch, the terms of this National Agreement shall apply to the newly represented employees. These newly represented employees shall be part of the single bargaining unit described in Article 2. The parties shall then meet as soon as practicable to commence bargaining in good faith concerning matters subject to local bargaining.

### **SECTION 12: COVERAGE**

This Article applies to all currently unrepresented employees currently employed by Addus and to all such employees hired during the term of this Agreement pursuant to any expansion, acquisition, new contract, or for any other reason.

### **SECTION 13: DISPUTE RESOLUTION**

Any dispute over the meaning or application of this Article shall be resolved through final and binding arbitration. All disputes shall be heard and decided by the arbitrator. The arbitration shall be expedited so that the arbitrator shall issue an award no later than 14 days after either party makes a request for arbitration. The arbitrator's award shall be final and binding on the parties. The parties agree to use the process outlined in Article 15: Grievance Procedure in the selection of an arbitrator. If either party fails to comply with the decision of the Arbitrator, it hereby consents to enforcement of this Article and any decision of the Arbitrator in any court of competent jurisdiction and waives any defenses it might have to such enforcement. The parties agree not to file petitions (except as specified in this Article) or charges with the National Labor Relations Board, which may be handled under this Article.

## **SECTION 14: APPLICATION TO OTHER LABOR ORGANIZATIONS**

If, prior to the execution of the NLRB consent agreement between the parties or prior to the date set for counting authorization cards, another union seeks to represent the employees in the new branch, such union shall be offered the opportunity to execute an agreement identical to this Organizing Article covering the employees for which representation is being sought. The Union and the Employer will suspend the election process or card counting process for seven (7) days for the intervening union to consider and execute the agreement with the Employer. If the intervening union refuses to enter such an agreement, then the election or card check process shall continue between the Union and the Employer under the terms of this Agreement. If the intervening union agrees to execute the agreement, all processes that call for agreement between the Employer and the Union are amended to read between Employer, the Union and the intervening union. Where disputes require mutual agreement, the agreements must be tripartite. Costs for arbitrators will be split three ways. If the Union files or has filed an NLRB petition, the intervening union must file an intervention pursuant to NLRB procedure in order to be subject to the terms of this Agreement.

However, during the term of this agreement, the Employer shall not grant voluntary recognition to any other labor organization for any group of employees subject to this agreement.

## **SECTION 15: INDUSTRY ASSOCIATIONS**

In States where the company is a member of a home care industry association, the company, upon the Union's request, will advocate the benefits of neutrality agreements and encourage the association and its members to meet with the union to discuss neutrality.

## **ARTICLE 31: BUSINESS DEVELOPMENT**

Within 30 days of the signing of this agreement, Addus and SEIU will form a business development committee that is tasked with establishing specific business development initiatives with measurable objectives and time frames. The express goal of this group is to identify opportunities and impediments to the mutual and relatively equal growth of both the Union and the Company.

The group will be chaired by one representative from each entity and will be made up of employees and representatives from each organization whose participation will vary based on specific development projects.

The committee will hold meetings no less than quarterly throughout the duration of the agreement. The group will establish business expansion benchmarks, target locations, numbers of workers and/or clients and a schedule of work related to each of the projects initiated for Addus/SEIU expansion. The committee shall make decisions by the written agreement of both parties.

Both parties want to grow their organizations. During the term of the Agreement, the company's business should increase at essentially the same rate as the Union's Addus Health Care employee membership.

The Company and the union agree that both entities and the organized workforce benefit from a committed, sustained effort and coordinated plan for establishing an effective local union specifically focused on home care services. The effectiveness of the local union and the Company should be measured on their collective ability to: shape public policy for state funded homecare programs, increase funding and reimbursement rates for said programs; and build capacity within the political arena to advocate with key decision makers. The Union and the Company agree to commit to this objective prior to any expansion of the nationwide bargaining unit.

The Company is currently engaged in an aggressive effort to acquire entities in the field of home care and expects the effort to continue for the foreseeable future. The Union agrees that it has significant growth opportunity in organizing these newly acquired locations of the Company. The Company and the Union agree that it is necessary to proceed cautiously with regard to organizing and negotiating contracts for these previously unorganized acquisitions in new states and markets in order not to impede the company's ability to perform future acquisitions or to limit the company's competitiveness in bidding on future acquisitions targets. To assure the acquisition strategy continues, the Company and the Union agree to achieve one or more of the following initiatives before the Union invokes its rights under Article XX in relation to any Home Care Service locations where the Company's operations are the result of an acquisition of a previously unorganized entity and are located in a state where the Company and the Union do not have an existing collective bargaining agreement.

- A reimbursement rate increase in the primary publicly financed home care service program of the location.
- The party's efforts result in a funding increase, policy change or other activities that increase the Employer's base client census a minimum of 10% in the publicly funded home care services program in which the company participates in the state.
- The Union organizes other bargaining units within at least three other agencies in the market of equal size to the Employers operations in the primary publically financed home care service program of the location or representing at least 10% of the private sector employees in the primary publicly financed home care service program of the location.

Both parties expect the relationship to improve at the local, state and national levels. Whenever possible, the parties will work together to improve funding to the programs, wages and benefits and working conditions for employees, and to expand opportunities for consumers to remain safely and productively in their communities. To this end, the Union agrees to facilitate dialogue between Addus Health Care and consumer and interest groups with which it

has a relationship. In States where the company is a member of a home care industry association, the company, upon the Union's request, will propose the association adopt a neutrality resolution towards union organizing. The company will encourage the association and its members to meet with the union to discuss neutrality.

The parties agree that consumers should have the right to choose how the services they receive are delivered. SEIU plans to continue its longstanding alliance with the consumer organizations and Addus shares an interest in consumer satisfaction. Therefore, whenever possible, the parties will promote the independent living approach to home care service delivery. In some cases the consumer(s) may prefer to have an agency-directed option available. During the term of the Agreement, the parties will work cooperatively to make the agency option available in such cases. This cooperation will not preclude either party's interest in preserving or maintaining or promoting alliances with consumer organizations.

Although not an exhaustive list, the following are some of the business development opportunities the committee will address.

- Home Care Services business development in existing or new Addus and/or SEIU states. Initial targets of growth in existing states would include, Pennsylvania, Delaware, Missouri, Indiana, Idaho, California, while initial targets of growth in new states include Arizona, Colorado, Louisiana, Maryland, Massachusetts, Michigan, Nevada, New Jersey, New York, Minnesota, Connecticut and Wisconsin. It is the goal over the term of this agreement that the work of this committee will lead to the | Page 47 initiation of fifteen (15) new sites serving existing Addus states and the initiation of services in at least one site in ten (10) new states. All new offices would be immediately eligible for SEIU organizing.
- During the term of the agreement, SEIU and Addus will jointly advocate that California counties (with a goal of IHSS caseloads of 2000 or greater) that do not currently offer a mix mode of care will initiate the mixed mode of service delivery. The committee, with local input, may discuss possible target counties on the basis of volume, ability to secure an organized workforce in contract mode, the interests of both parties in preserving or maintaining, or promoting alliance with consumer organizations and a strong likelihood that Addus would be successful in the bid or application as contractor. .
- Respite (Fill-in) Services for Independent Providers. The committee will draft mailings to be sent to Independent Providers/Personal Attendants in states where both SEIU represents the IP/PAs and Addus provides IHSS services. The letter will offer Addus as a preferred choice to the consumer and IP/PA for services should the IP/PA become ill, need vacation relief or temporary services if the consumer is between IP/PAs. At the request of the Company the Local SEIU will agree to approve and send mailings (no more frequent than quarterly) to all individual providers represented by SEIU in all

states where Addus/ SEIU both operate. The Company shall bear the costs of all postage and material costs related to these mailings.

- The committee will discuss the organizing of and methods of communicating the skilled services offered by Addus to the Independent Providers/Personal Attendants in states where both SEIU represents the IP/PAs and Addus provides skilled services. Communication will be positioning Addus as a choice to the consumer for the delivery of skilled, intermittent home care services and coordination of care with the IP/PAs.
- The committee will discuss ways that SEIU can assist Addus in becoming the preferred provider of home care services from organizations organized by or affiliated with SEIU (Hospitals, nursing homes, pension funds, Federal and State programs, employers, insurers, advocacy groups, etc.) and the organizing of those workers. • .
- SEIU and Addus will discuss the possibility of Addus obtaining a contract to serve the Los Angeles market through the Area Agency on Aging and City of Los Angeles. The goal of the ensuing contract will employ at least 200 home care aides after the first year and continue to grow over the term of the contract.
- The committee will work proactively on opportunities and threats identified in the areas of Medicaid reform, Managed Care, Cash & Counseling and other significant policy issues surrounding long term care services.
- SEIU and Addus will make mutual introductions to advocates and interest groups as requested.

The committee will explore capital strategies of joint interest to Addus and SEIU in the financing of acquisitions.

## **ARTICLE 32: CLASSIFICATIONS AND CATEGORIES OF EMPLOYEES**

### **SECTION 1: DEFINITIONS**

For purposes of this Agreement, full-time employees are those who work an average of thirty-five (35) service hours each week. Part-time employees are those who work less than thirty-five (35) hours each week.

Employees who, through no fault of their own, drop below full-time status as defined above, or drop below a benefit-eligibility level stipulated elsewhere in this Agreement, for a period of three (3) consecutive pay periods, shall not lose benefits under this Agreement provided they are available for and accept reasonable assignments to restore their previous status.

## **SECTION 2: EMPLOYEE FLEXIBILITY**

At the time a new employee is hired, he/she will be asked by the Employer how many hours per week he/she wants to work. Based on that, the employee shall be designated either a full-time or part-time employee.

The Employer will exercise its best efforts to assign the employee the requested hours, but shall not require the employee to work more than the requested hours. Once an employee commits to work a certain number of hours per week, then he/she will be required to accept client assignments up to that number of hours. Current employees who wish to increase or decrease their weekly hours must submit the request in writing to the Employer at least two weeks in advance. Requests shall be granted based on provisions of this Agreement and shall not interfere with the Employer's ability to provide services.

## **ARTICLE 33: DISPATCHED WORKERS/MENTORS**

### **SECTION 1: GENERAL**

The Employer shall establish the position of Dispatched Home Care Aide ("Dispatched HCA"). Addus shall establish and post open Dispatched HCA hours as needed and based upon client service demands. Dispatched HCAs are used to temporarily fill emergency, substitute and/or difficult to staff assignments and to mentor new HCAs as assigned. Dispatched HCAs shall not be granted client assignments on a regular or long-term basis.

### **SECTION 2: DISPATCHED HCA HOURS**

Dispatched HCAs shall be paid on a regular, guaranteed hours basis to include mileage for travel from home to first client and travel from last client to home.

Full-time dispatched HCAs shall be available for and paid for forty (40) hours per week, regardless of whether or not client hours are available during this time. Part-time dispatched HCAs who are assigned less than a full time schedule shall be available for and paid for the number of weekly hours they work in a "dispatched" assignment and regardless of whether or not client hours are available during this time. All Dispatched HCAs shall be advised of their "on duty" schedule to include a daily start and end time.

### **SECTION 3: DISPATCHED HCA POSITION, OPENINGS AND ASSIGNMENT**

The Labor Management Relations Committee shall develop a written Dispatched HCA Job Description, which shall be attached as a part of the Agreement.

Openings for dispatched HCA positions shall be filled based on the level of demonstrable skills as delineated in the Dispatched Worker Job Description. In filling open dispatched HCA positions among competing qualified candidates, seniority shall apply. An HCA's ability to

perform non-HCA duties (including, but not limited to, office clerical work) shall not be considered when filling dispatched HCA vacancies.

Dispatched HCA positions shall be opened and filled at the discretion of each Addus branch office.

The Employer may require dispatched HCAs to wait by the phone at home, or to perform non-HCA duties in an Addus office, during hours for which the dispatched HCA is being paid. Dispatched HCAs shall make their best effort to perform non-HCA duties as instructed. Failure to perform non-HCA duties in a manner satisfactory to the Employer shall not be considered just cause for discipline, except in cases of gross misconduct.

When becoming a dispatched HCA, the employee and Employer shall meet and develop a list of the employee's skills and abilities. Dispatched HCAs assigned shall agree to accept all client assignments offered consistent with the agreed-upon list of their skills and abilities. Dispatched HCAs who decline client assignments that are consistent with their agreed-upon skills and abilities may be subject to reassignment to regular (non-dispatched) home care aide status.

## **ARTICLE 34: FULL EMPLOYMENT INITIATIVE**

### **SECTION 1**

The Company and the union agree that there is a jointly-held interest in Employees receiving full-time work where possible; that Employees work as many hours as they are able and willing to work; that the Employer be able to serve as many hours as it is authorized to provide; and that clients receive their hours of care and support when they want them.

There is established a Full Employment Initiative, with the following goals:

- a. To bridge the current gap between the stated availability of employees and the stated desire or service hour preference of Addus clients.
- b. To have, within three years, eighty-five percent of employees working at the level of hours they desire to work.
- c. To have, within three years, a consistent agency record of being able to service at least ninety percent of all hours authorized to Addus.

The local labor management committee will design and implement the details of the initiative, including measurable objectives toward achieving the Initiative's goals.

### **SECTION 2**

The Company agrees to continue its practice of caseload flexibility. Caseload assignments shall be made in accordance with such criteria as mutual acceptability and compatibility of client and

employee, special needs involved, special skills required, the number of hours the employee is willing to handle, location, length of commute and the like.

### **SECTION 3**

It is recognized that the Company may discontinue an employee's assignments in accordance with such criteria as mutual acceptability and compatibility of client and employee, special needs and special skills required by the case. The Company will make every reasonable effort to avoid such instances of discontinuation, but in such circumstances where it is necessary, the company shall provide such employee with a comparable assignment.

### **SECTION 4**

When an employee wants an additional assignment, a change of assignment, or additional hours, the employee shall contact his or her supervisor who will enter their name into a log kept for this purpose. The employee is encouraged to submit any assignment requests in writing.

### **SECTION 5**

The Company agrees to maintain a log of available employees. Wherever practicable, assignments shall be made from this file in accordance with the Company's evaluation of each case's complexity. All things being equal, the senior qualified employee in the file shall be offered the assignment. If this employee refuses the assignment, it shall be offered to the next senior qualified employee, and so on. It is agreed that because of requirements of timelines contained in the state contract, the Company is required only to make a good faith effort to comply with this section. Further, the Union and Company agree that the employee will document in writing refusal of assignment when they next visit the office.

The Employer agrees to accept new worker referrals from the Union and afford them consideration for employment.

## **ARTICLE 35: SENIORITY**

### **SECTION 1: GENERAL**

Employees completing the probationary period shall be credited with seniority retroactive to date of hire. Seniority shall be defined as the length of service within the bargaining unit from date of hire. Seniority shall be used to determine wage rates and entitlement to other benefits for which length of service is a condition of entitlement. The Company shall maintain a current seniority list, containing the names and dates of hire of all bargaining unit Employees. Such list shall be made available to the Union upon reasonable notice.

## **SECTION 2: TERMINATION**

Seniority shall be terminated for discharge for just cause, voluntary quit, and failure to return to work after recall in accordance with the provision of Section 5 of this article.

## **SECTION 3: WORK ASSIGNMENTS**

In all matters relative to new work assignments and opportunities for additional work, the principle of seniority shall prevail, provided, however, that new work assignments and/or the assignment of additional work shall not result in overtime and/or unreasonable travel costs.

It is further understood that, due to language requirements and/or "consumer preference," the Employer may bypass a senior employee who, by virtue of seniority would be given a particular client assignment. In such cases, the assignment will be given to the most senior available employee who can satisfy language requirements and/or "consumer preference." Additionally, in such cases the Employer shall give the bypassed employee the next opportunity for assignment of additional work, subject to the provisions of this section.

## **SECTION 4: LAYOFFS**

A layoff is defined as a permanent reduction in the number of employees employed by the Employer in the branch or in an office. In the event of a need for a reduction in force, the Employer will meet with the Union as far in advance as possible to identify the reasons requiring the reduction and the number of Employees affected. The Union will be allowed to propose alternatives to a layoff, and the parties will work together to find any layoff alternatives before proceeding with the layoff.

If layoffs are required, the least senior employee(s) in a branch office shall be laid off first provided that those employees remaining on the job in that branch office are qualified to perform the work remaining, and provided further that the Employer is not required to reassign an Employee to a work assignment requiring more than an hour additional travel time (by auto) between clients.

An Employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required or if the additional assignment(s) results in more than forty-five (45) minutes travel time (by auto) from home to the first client of the day or from the last client of the day back to the employee's home. The Employer agrees to provide a minimum of thirty (30) day's notice of layoff to affected employees.

## **SECTION 5: RECALL**

Employees shall be recalled in the order of seniority (the most senior being recalled first) provided that those recalled are qualified to perform the work assigned.

To be eligible for recall, a laid-off employee must keep the Employer informed of his/her current address and phone number. The Employer shall notify laid-off workers of recall by

certified letter. When offered re-employment from layoff, the Employee must indicate acceptance and availability for work within five (5) days of receipt of letter unless unusual circumstances prohibit return within that time period.

## **ARTICLE 36: RETIREMENT**

### **SECTION 1: PARTICIPATING IN A DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST**

The Employer shall provide a defined contribution retirement benefit through the SEIU 775 Secure Retirement Trust (“Retirement Trust”), and shall become and remain a participating employer in the Retirement Trust during the complete life of this Agreement, and any extension thereof. | Page 26

### **SECTION 2: CONTRIBUTIONS TO RETIREMENT TRUST**

The hourly contribution rate to the Retirement Trust shall be the hourly 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 “Retirement Rate”). If the Retirement Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this Section 27.2.

A.

Effective July 1, 2015, the Employer shall contribute the Retirement Rate or twenty-five cents (\$0.25), whichever is higher, to the Retirement Trust for each Medicaid Funded Hour worked. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours.

The Employer agrees that all funds received by the Employer for retirement benefits will be provided to the Retirement Trust. Effective July 1, 2018, the Employer shall contribute the Retirement Rate of fifty cents (\$.50), whichever is higher, to the Retirement Trust for each hour worked.

### **SECTION 3: TRUST AGREEMENT**

The Employer and the Union agree to be bound by the provisions of the Trust’s Agreement for the SEIU 775 Secure Retirement Trust, and by all resolutions, policies and rules adopted by the Trustees pursuant to the powers delegated. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to the document.

**SECTION 4: SHORT AND LONG TERM DISABILITY BENEFITS AND DEPENDENT CARE ASSISTANCE**

The Employer agrees to jointly explore feasibility of voluntary benefit programs or tax withholding.

**ARTICLE 37: WAGES AND PREMIUMS**

**SECTION 1: WAGE SCALE**

<b>Addus - 2017-2019 CBA</b>					
	<b>Current Wage</b>	<b>July 1, 2017 - Dec 31, 2017</b>	<b>Jan 1, 2018 - June 30, 2018</b>	<b>July 1, 2018 - Dec 31, 2018</b>	<b>Jan 1, 2019 - June 30, 2019</b>
<b>CCH</b>	<b>Base Rate (\$)</b>				
<i>0-700</i>	12.35	13.52	13.77	14.05	15.05
<i>701-2000</i>	13.45	13.68	13.98	14.05	15.05
<i>2001-4000</i>	13.65	13.90	14.20	14.45	15.30
<i>4001-6000</i>	13.80	14.10	14.40	14.65	15.55
<i>6001-8000</i>	14.05	14.30	14.60	14.85	15.80
<i>8001-10000</i>	14.25	14.50	14.80	15.05	16.05
<i>10001-12000</i>	14.45	14.70	15.00	15.25	16.30
<i>12001-14000</i>	14.65	14.90	15.20	15.45	16.55
<i>14001-16000</i>	15.20	15.50	15.75	16.00	17.15
<i>16001-20000</i>	15.40	15.65	15.95	16.22	17.40
<i>20001 and above</i>	15.40	15.65	15.95	16.45	17.65

All employees shall be placed on the above scale according to their seniority. Employees shall advance to the next higher step on the above wage scale as they reach the seniority hours on that step.

Addus agrees to be in full compliance with Seattle Minimum Wage Ordinance, or any other locality minimum wage ordinances that may occur for the duration of this agreement.

In the event that the Employer hires bargaining unit workers in the city of Seattle, the Union and the Employer shall open bargaining to create a separate wage scale that would reflect the Seattle minimum wage at that time.

**SECTION 2: TRAINING DIFFERENTIALS**

Certification Differential: Home Care Aides who hold and submit a valid Certified Nurses Assistant license (or an equivalent or greater medical license), shall receive a twenty-five cent (\$0.25) per hour differential for each hour they are paid.

Advanced Training Differential: Employees who complete advanced training to meet apprenticeship standards beyond the training required to receive a valid “Home Care Aide” certification (as set forth in Training Partnership curriculum) shall be paid an additional twenty-five cents (\$0.25) per hour differential in addition to his/her regular hourly wage rate to be limited to 90 workers statewide.

Mentor Differential: An employee who is assigned by the Employer as a mentor, preceptor or trainer of other employees or prospective employees shall be paid an additional (\$0.75) per hour differential in addition to his/her regular hourly wage rate, and in addition to any other differentials or adjustments, for each hour that he or she works as a mentor, preceptor or trainer.

### **SECTION 3: LOCK-OUT PAY**

If an employee is unable to provide service to a client due to the client’s failure to answer the door, or if the client is not home, the employee shall notify the Employer by telephone promptly. If the Employer is unable to provide a substitute assignment, the employee shall be paid at the straight time hourly wage rate for one (1) hour.

### **SECTION 4: EVENING AND WEEKEND DIFFERENTIAL**

Employees shall be paid fifty cents (\$.50) per hour differential in addition to their regular hourly wage rate for every hour worked after 6 p.m. on a weekday or on the weekend, as calculated from 12:01 a.m. Saturday through 11:59 p.m. Sunday. Upon ratification of this agreement, employees shall receive the evening differential in addition to their regular hourly rate for every hour worked after 9 p.m. Evening and weekend differentials shall be included in any computation for overtime, holidays, or other differentials or premium time.

### **SECTION 5: OVERTIME**

Employees required to work in excess of forty (40) hours in a week will be paid overtime for such additional hours at the rate of one and one-half (1 ½) times their regular hourly rate of pay. Paid leave time shall not be considered time worked for the purposes of this section.

### **SECTION 6: NURSE DELEGATION**

Effective January 1, 2016, Nurse Delegated caregivers who serve clients with requirements for nurse delegated care shall be paid an additional twenty cents (\$0.20) per hour, in addition to his/her rate of pay.

### **SECTION 7: SPECIAL SKILL / EXTRAORDINARY CARE DIFFERENTIAL**

To meet client behavioral needs, effective upon ratification of this agreement, all hours worked for clients who have behaviors and/or conditions which the employer determines significantly impact the provision of personal care and/or which necessitate additional effort, special skills or

training as defined and authorized by the employer shall be paid an additional fifty cents (\$0.50) per hour. Criteria for the Special Skill/Extraordinary Care Differential shall include, but not be limited to:

- Extreme behavioral issues;
- Excessive/difficult travel to clients; and
- Extensive personal care needs for a client or clients, including but not limited to providing care to a client who is HIV positive, who has AIDS, Hepatitis C or who has an active communicable disease, such as MRSA under current prescriptive treatment as determined and documented by a duly licensed medical professional qualified to make the diagnosis. The Labor Management Committee shall advise the Employer to establish and implement criteria relevant to the differential.

#### **SECTION 7.1 GRANDFATHERED EMPLOYEES CURRENTLY RECEIVING THE DIFFERENTIAL**

Effective upon ratification of this Agreement, an employee assigned to work with a client who is HIV-positive, who has AIDS, Hepatitis C or who has an active communicable disease, such as MRSA under current prescriptive treatment as determined and documented by a duly-licensed medical professional qualified to make this diagnosis or reported by the referral agency, shall continue to be paid an additional one dollar (\$1.00) per hour differential in addition to his/her regular hourly wage rate for every hour of service to that client. No employee will be removed from services to this client to avoid payment of this differential.

#### **SECTION 7.2: DIFFERENTIAL STACKING**

Employees shall be eligible for all the wage differentials provided in this Article for which they qualify and such differentials shall stack.

#### **SECTION 8: L & I WORKER CONTRIBUTIONS**

Effective January 1, 2007, all employees covered by this Agreement will no longer be required to contribute to the Employer's Labor and Industries (L & I) insurance costs. The Employer will assume all costs associated with L & I insurance payments.

### **ARTICLE 38: HOMECARE TRAINING AND CERTIFICATION**

#### **SECTION 1: TRAINING PARTNERSHIP**

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

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

The parties agree, as of September 1st, 2013, there shall be established a “certification benefit” for the exclusive purpose of defraying the initial costs of certification and testing fees required by the Department of Health (DoH) or their testing agent for Bargaining Unit members to remain qualified to provide in-home care services. This benefit shall also be administered by the Training Partnership.

## **SECTION 2: CONTRIBUTIONS**

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

### **A. Medicaid-Funded Hours Worked**

Effective July 1, 2017 the Employer shall contribute the Training Partnership Rate or forty cents (\$0.40), whichever is higher, to the Partnership for each Medicaid Funded Hour worked. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by 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.

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

### **B. Non-Medicaid-Funded Hours Worked**

Effective July 1, 2017, the Employer shall contribute the Training Partnership Rate or forty cents (\$0.40), whichever is higher, to the Partnership for each Non Medicaid-Funded Hour worked. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours. Non-billable hours shall also be excluded for contribution purposes.

Effective July 1, 2018, the Employer shall contribute the Training Partnership Rate or forty cents (\$0.40), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked in the Employer’s in-home care program.

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

### **SECTION 3: TRUST AGREEMENT**

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

### **ARTICLE 39: HEALTH, DENTAL AND VISION BENEFITS**

#### **SECTION 1: HEALTH BENEFITS TRUST PARTICIPATION**

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

The employer and the union hereby agree to be bound by the provisions of the trust's agreement and declaration of trust, and by all resolutions and rules adopted by the trustees pursuant to the powers delegated.

#### **SECTION 2: ELIGIBILITY STANDARDS**

Employee eligibility for healthcare benefit coverage shall be determined solely by the Trust.

The Trust is responsible for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications follow-up to secure required applications/documentation, dis-enrolling 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 workers, and dis-enroll ineligible workers. The employer will provide information on the Trust's benefits to all employees during the onboarding process.

#### **SECTION 3: CONTRIBUTIONS**

The hourly contribution rate shall be the hourly healthcare contribution rate established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time that the hours are worked (herein after the "Healthcare Rate"). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall reopen the Agreement solely for the purpose of renegotiating Article 30.2.

- a) Medicaid-Funded Hours Worked Effective July 1, 2017, the Employer shall contribute the Healthcare Rate or three dollars and forty-eight cents (\$3.48), whichever is higher to the Trust for each Medicaid Funded hour worked. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, but

not including vacation hours, paid-time off, over authorized service hours and training hours. Consumer participation and other non-billable hours shall also be excluded for contribution purposes.

Effective July 1, 2018, the Employer shall contribute the Healthcare Rate or three dollars and fifty-five cents (\$3.55), whichever is higher, to the Trust for each Medicaid-Funded Hour worked.

The Employer agrees that all funds received by the Employer for purposes of health care will be provided to the Trust.

- b) Non-Medicaid-Funded Hours Worked. Effective July 1, 2017 the Employer shall contribute the Healthcare rate or three dollars and forty-eight cents (\$3.48), whichever is higher to the Trust for each Non- Medicaid Funded hour worked. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid but not including vacation hours, paid-time off, and training hours. Non-billable hours shall also be excluded for contribution purposes.

Effective July 1, 2018, the Employer shall contribute the Healthcare Rate or three dollars and fifty-five cents (\$3.55), whichever is higher, to the Trust for each Non Medicaid-Funded Hour worked.

Contributions required by Section 39.2 shall be paid periodically as required by the Trust.

#### **SECTION 4: EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. Ongoing costs for deduction of home care worker premiums for health care shall be paid by the Employer.

Employees shall pay their employee premium co-share and dependent premium charges (if applicable) via payroll deduction if they so authorize in advance, or directly to the Trust upon arrangement with the Trust.

#### **SECTION 5: INDEMNIFY AND HOLD HARMLESS**

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

## **ARTICLE 40: TRAVEL PROVISIONS**

### **SECTION 1: TRAVEL PAY**

Employees shall be paid at their regular rate of pay per hour, while traveling between assigned work locations.

Employees driving their own vehicles between assigned work locations and for employer authorized medical appointments and/or client errands (i.e. essential shopping such as grocery shopping or picking up prescriptions) shall be reimbursed for mileage at the IRS reimbursement.

Effective at ratification of this agreement, employees will be reimbursed for mileage at the IRS reimbursement less \$0.05

Effective July 1<sup>st</sup>, 2019, employees will be reimbursed for mileage at the IRS reimbursement.

The mileage rate shall be increased or decreased based on the increases or decreases provided to Home Care Agencies as stated in DSHS Management Bulletins and adjusted for Addus Statewide aggregated actual mileage utilization for the immediate previous six (6) month period. The Employer reserves the right to use MapQuest or Rand McNally software to determine miles between assignments in instances where a significant variance in travel reimbursement claims are identified by the Employer and to encourage efficiency and reduce gas consumption.

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

Employees shall be required to provide documentation of public transportation costs. Prospective employees subject to this stipulation will be so advised during their interview for employment.

### **SECTION 2: INSURANCE AND DRIVER'S LICENSE**

Employees at all times while on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the state of Washington. The Employer may require proof of sufficient liability insurance.

Employees shall at all times while on duty maintain a current valid driver's license.

### **SECTION 3: DOCUMENTATION OF EXPENSES**

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

### **SECTION 4: DON'T SPEED!**

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

## **ARTICLE 41: PAID TIME OFF**

### **SECTION 1: ACCRUAL**

Employees shall be eligible for paid time off (PTO) benefits.

Effective July 1, 2017, employees shall accrue one (1) hour for every twenty-five (25) hours worked.

Effective January 1<sup>st</sup>, 2019, employees shall accrue one (1) hour for every twenty-eight (28) hours worked.

Effective May 1<sup>st</sup>, 2019, employees shall accrue one (1) hour for every twenty-five (25) hours worked.

PTO hours shall cap at one-hundred twenty-five (125) hours. PTO may be used for paid time off for vacation or sick leave, or may be cashed out annually at one hundred percent (100%) its value. Employees shall accrue, but not be able to use, paid time off during their probationary period.

The Employer's payroll system will show each employee's PTO accrual balance on each paystub.

### **SECTION 2: SCHEDULING**

Employees shall be eligible to take PTO after their probationary period. Employees must submit PTO requests in writing at least two (2) weeks prior to the date the requested PTO commences, except for requests to take PTO of one week or longer, or during the months of May, June, July and August. Requests for PTO during May, June, July and August must be submitted at least four (4) weeks prior to the date the requested vacation commences.

PTO leave approvals will be granted by seniority within the office to which the employee is assigned. Supervisors shall communicate about whether leave has been approved or disapproved within five (5) business days of the date the leave request is submitted by an employee. At the request of an employee, the Employer shall pay the employee for PTO in advance of the leave. Such request shall be made in writing two (2) weeks in advance of the date the requested PTO commences.

### **SECTION 3: CASH-OUT**

At the end of September of each year of this Agreement, employees may elect to cash out their accrued, unused PTO. If the employee does not exercise the cash-out option, then the full remaining unused PTO shall be carried forward. No later than September 1 of each year of this contract, the Employer shall notify employees of the cash-out option under this Agreement and shall provide a form for employees who wish to exercise their cash-out | Page 36 option. The Employer will make a good faith effort to offer monthly cash-out of PTO. To facilitate this effort, the Employer will require monthly cash-out specifications be included in the programming of a new payroll system. Employees who terminate shall be paid for all unused, accrued PTO. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

### **SECTION 4: UTILIZATION OF PTO AS SICK LEAVE**

The Employer may require reasonable proof of illness or disability and/or certification of need to be absent if the Employer has a reasonable doubt as to the validity of the claim. If the Employer requests physician or practitioner certification, then the Employer is responsible for the full cost of such certification if it is not covered by the Employer's health plan or the Employee is not covered by the Employer's health plan.

### **SECTION 5: NOTICE AND PROOF OF ILLNESS**

The Employer reserves the right to require reasonable proof of illness, if the absence from work lasts beyond three (3) consecutive scheduled work days. The Employer also may require a doctor's release in the event that the absence from work exceeds three (3) consecutive scheduled work days. Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. Employees will be expected to notify their supervisor of illness at least two (2) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement. The Employer will maintain a twenty-four (24) hour call or paging service for employees seeking to reach supervisors.

### **SECTION 6: COMBINATION WITH OTHER BENEFITS**

Payment of PTO as sick leave shall supplement any disability or workers' compensation benefits. The combination of PTO/sick leave payments and disability or workers' compensation benefits shall not exceed the amount the employee would have earned had the employee worked her/his normal schedule.

### **SECTION 7: BEREAVEMENT LEAVE**

Employees shall be entitled to bereavement leave (PTO or unpaid) to discharge the customary obligations arising from the death in the immediate family of an employee, an employee's spouse, or domestic partner. Such period of absence shall be limited to five (5) work days when the employee is not required to travel beyond Washington state or northern Idaho. For

purposes of this section, “immediate family” shall include the employee’s or the employee’s spouse’s parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent for domestic partners, or another member of the immediate household. Every attempt will be made to accommodate employee requests to take PTO upon the death of a client.

## **SECTION 8: CATASTROPHIC COVERAGE**

During the term of this Agreement the Employer and Union will work cooperatively to develop a method by which those employees who, through the fault of an illness which prevents them from working, shall be allowed to use accumulated PTO donated from other workers.

## **ARTICLE 42: HOLIDAYS**

### **SECTION 1: HOLIDAYS**

The following days qualify as a holiday for the purposes of applying the provisions of this article.

New Year’s Day\*

Thanksgiving Day\*

Christmas Day\*

Memorial Day

Independence Day (July 4)

Labor Day\*

### **SECTION 2: SCHEDULING**

Employees desiring to take off any of the holidays listed above shall notify the Employer of their desire four (4) weeks prior to the holiday. The Employer shall grant the holiday requests on the basis of seniority, consistent with client service needs.

### **SECTION 3: HOLIDAY PAY**

Employees who work on one of the holidays above shall be paid one and one-half (1½) times their regular rate of pay for all hours worked on the holidays designated with an \*.

## **ARTICLE 43: TERM OF AGREEMENT**

This agreement shall be effective immediately, and shall remain in full force and effect through June 30, 2019, unless disapproved by a membership vote held within 120 days of the date of execution of this agreement, or unless amended by mutual written agreement of the parties. The agreement shall be automatically renewed from year to year thereafter unless either party

provides written notice of intent to modify the agreement at least sixty (60) days prior to the anniversary date of the contract.

If there occurs a substantial change in the reimbursement rate, or state-mandated requirements change substantially, either party has ten (10) days after the close of the legislative session, to request negotiations over the impact. Should the parties reach impasse in such negotiations, the parties agree to binding arbitration, as stipulated in Article 15, Section 3.

**For SEIU 775**

**For Addus**

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Sterling Harders, Vice President

Laurie Manning, Chief Human Resources Officer

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Date

Date