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The Parties agree that the exact language from the following articles contained in the 2023 – 2025 Collective Bargaining Agreement will be retained in their entirety and included in the 2025 – 2027 Collective Bargaining Agreement:

- 1. Article 1 Statement of Purpose
- 2. Article 2 Recognition
- 3. Article 3 Scope of Agreement
- 4. Article 5 Vacancies
- 5. Article 9- Probationary Period
- 6. Article 10 Management Rights
- 7. Article 11: No Strike or Lockout
- 8. Article 14 Right of Access
- 9. Article 16 Waiver
- 10. Article 17 Modification
- 11. Article 18 Successorship
- 12. Article 20 Dignity and Respect
- 13. Article 21 Job Descriptions and Care Plans
- 14. Article 22 Leaves of Absence
- 15. Article 23 Caseload
- 16. Article 24- Seniority
- 17. Article 25 Records and Pay Periods
- 18. Article 26 Adherence to Existing Statutes
- 19. Article 27 Past Practice
- 20. Article 36 EVV

For the Union:	For the Employer:
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Date: 10.31.2025	Date: 10/31/2025

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ARTICLE 4: UNION SECURITY

SECTION 4.1 UNION MEMBERSHIP

Except where prohibited by law, the employee shall be required to become a member, or pay an equivalent fee designated by the Union by signing a Union membership card 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 terminated by the employer. Termination shall occur after written notification is received from the Union at the Employer's corporate office of an employee's failure to become a member of the Union. The Employer shall provide written notice to the Union of such termination via timely submission of required monthly reports.

SECTION 4.2 UNION REPORTS

In order to provide the Union with timely and accurate information, the Employer agrees to furnish to the appropriate <u>seiu_SEIU_union</u> reports containing pertinent information on bargaining unit employees.

The Employer shall provide the Union with a list of all employees covered by this Agreement within eight (8) business days after the end of the month. If the report is delayed the Employer will notify the Union when the report will be delivered. The list shall be complete and include: the preceding month the Employer will provide a report on the following information:

- Branch name Name
- Employee ID
- Employee last Last name Name
- Preferred Last Name
- Employee first name

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- Preferred First Name and Last Name
- Employee middle Middle nameName
- · Preferred Pronouns
- Social Security Number (SSN)
- Date of Birth
- Gender
- Preferred Language
- Address Type (Mailing and Physical)
- Address 1
- Address 2
- City
- State
- Zip
- Address Last Updated
- Home Phone number Number (all phone numbers shall conform to the '(xxx) xxx-xxxx format)
- Personal Cell <u>phone Phone number Number</u> (all phone numbers shall conform to the '(xxx) xxx-xxxx format)
- Personal Email address Address
- Original Hire date Date
- Last Most Recent hire Hire date Date
- Job Termination date Date
- Termination reason Reason codeCode
- FTE statusStatus
- Hourly rate—Rate
- Check Detail Pay date Date
- Total Hours Worked
- Gross Pay
- Dues Assessable Pay
- Union Dues
- COPE/CAPE Deduction
- Other Fees (UCA, SPECASS, ISSUES)

The Union reserves the right to add to, modify or withdraw this proposal.

Commented [LB1]: This value should be the gross pay that the dues deduction is based off of. If Addus cannot provide this, then we need for the gross pay to be broken out by earnings type (hours worked, PTO, Mileage, Expense reimbursement, retro, etc) so we can verify correct dues deductions.

Commented [LB2]: COPE: Committee on Political Education, CAPE: Citizen Action for Political Education (same Political Action Committee, but different term used by Local 503 in Oregon.

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- **Total Dues**
- YTD Gross Wages
- YTD Total Dues
- YTD Other Fees
- YTD COPE/CAPE
- YTD Union Dues
- YTD Hours Worked
- Overtime hours Hours
- Mileage amount Amount (number of miles)
- Differential rate Rate (if applicable), excluding Excluding certification Certification differential Differential
- Paid Time Off paidPaid
- Paid Time Off hours Hours balance Balance
- Dues deduction Deduction amount Amount

The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. The sum of the individual Union dues amounts in the Roster shall exactly match the amount of the dues payment(s) remitted to the Union. -The formatting of the Roster and Deduction report and file naming convention shall conform to the template provided to the Employer by the Union. If the Employer desires to change the agreed upon format, the Employer shall give the Union no less than sixty (60) days' notice. During that time the Union and Employer shall meet to discuss the change.

The sum of the voulentary voluntary deductions in the Roster shall exactly match the amount of the voulentary voluntary deduction payment(s) remitted to the Union.

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

The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To For the Union:

For the Employer:

Date:

Commented [LB3]: This is to capture current processes in a more detailed way to ensure consistent report formatting (file naming convention, column headings, etc) the same. If changes are required, we ask that you notify us so we can discuss the change.

This will allow our report automation to import reports much faster and minimize errors.

Limits additional work by Addus to fix inconsistencies.

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

SECTION 4.3 DATA MAINTENANCE

The Union will conduct periodic audits of data related to the membership form reconciliation, financial deductions, and BU information. The Employer shall complete and/or reconcile the audit within fifteen (15) days of receiving the audit from the Union.

SECTION 4.3-4 DUES/COPE/VOLUNTARY DEDUCTIONS

The Employer agrees to deduct from each employee's pay all authorized fees, dues, assessments, COPE/CAPE contributions, and other deductions (up to four (4) total), upon receipt of a lawfully executed voluntary authorization by each employee directing the employer 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 Union. The Union will furnish all the forms necessary to be used for this authorization.

Deductions will begin -by the start of the next payroll cycle following the receipt of the employee authorization at the employer's corporate office or following receipt of employee deduction authorization updates from the Union. Upon request, the Union will furnish the original dues authorization to the Employer.

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The Union will notify the Employer's corporate office contact in writing of changes in value or calculation of dues, fees, or other assessments within five (5) days of execution of this agreement, and forty five (45) days before the effective date of any change.

Employees may express such authorizations by submitting to the Union a written membership application, through electronically recorded phone calls, by submitting to the union an online deduction authorization, or by any other means of indicating agreement so long as the Union can establish that such method is verifiable and allowable under state and federal law to the Employer's satisfaction. An authorization shall be considered verifiable where the Union provides documentation that an employee authorized the specific terms of the payroll deduction either on paper through a written signature, via electronic signature on an on-line or other electronic form that includes the specific terms of the deduction or via an electronically recorded phone call in which the employee authorized such deductions after being informed of the specific terms.

Authorized deductions for Union dues or an amount equal to Union dues shall be revocable, regardless of the employee's membership status, in accordance with the terms under which an employee voluntarily authorized said deductions.

Under no circumstances shall the period of irrevocability for any employee be more than one year or beyond the termination date of the applicable collective bargaining agreement, whichever occurs first.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken by the Employer pursuant to any communication from the Union under the provisions of this

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Tentatively Agreed To:

Date:

Date:

Commented [LB4]: This language could be interpreted that Addus has 45 days to implement any deduction updates we send, including individual member changes. We can agree to a 45 day notice prior to changing the full or reduced dues rate that would apply to all full or reduced payors, but not to 45 days notice for all changes.

In practice, this would be a 45 day notice prior to the yearly reduced fee payor rate being updated or 45 days prior to changing the default dues rate if that ever happens.

Addus should implement any deduction updates we send for individual members to take effect by the beginning of the next pay-period upon receipt.

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article. The Union shall be responsible for defending any such action and paying all attorneys' fees and costs incurred in defending against such actions.

SECTION 4.4 DATA SECURITY

The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as necessary to comply with the provisions of this agreement, for the provision of other employment benefits, or by a regulatory agency or court of competent jurisdiction as required by law: the names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this agreement. The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as necessary to comply with the provisions of this agreement, for the provision of other employment benefits, or by a regulatory agency or court of competent jurisdiction as required by law: the names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this agreement.

In accordance with state and federal law, the Employer shall utilize the latest industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about employees unless required to do so due to on-going litigation, pre-litigation, vendor requests made as part of benefits enrollment, government agency requests, to comply with a court order or other judicial/arbitral demand, or other similar situation:

The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement.

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The Employer agrees to notify the Union within ten (10) calendar days if a third party has requested release of any information about the entire bargaining unit, classification or branch. In no case will the Employer release information prior to notifying the Union.

The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as necessary to comply with the provisions of this Agreement, for the provision of other employment benefits, or by a regulatory agency or court of competent jurisdiction as required by law: the names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this agreement.

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For the Employer

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ARTICLE 6: ORIENTATIONS

SECTION 6.1 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 Advocates and/or Union representatives to address members of the bargaining unit. Management or supervisory personnel may not be present unless mutually agreed to by the Union and the Employer. 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 20: Dignity and Respect.

For Union meetings held under this section, the Employer agrees to inform the Union of regular in-service training dates, times and locations one month (30 days) in advance and other inservice training dates, times and locations as far in advance as practicable. The Union must inform the branch manager of its desire to address the bargaining unit members at a scheduled in-service training two (2) days in advance. The Employer shall provide the Union with an electronic list of expected participants at least forty-eight (48) hours prior to the meeting.

SECTION 6.2 NEW EMPLOYEE ORIENTATION

6.2.1 MEMBERSHIP CARD

The Employer shall include a Union Membership membership Card card in each employee's employment paperwork. The card will be reserved for the Union Representative/Advocate, as available, to review the membership card with new employees during their orientation. After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send a complete digital copy of the original to the Union within five (5) business days via a common electronic method agreed upon by the Employer and the Union. Cards collected by a Union Advocate will be shared with the Employer so the Employer can make a copy for their files.

The Employer will make digital copies of membership cards on file available to the Union upon request through the data maintenance process outlined in Section 4.3.

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ARTICLE 7: EQUAL OPPORTUNITY & NON-DISCRIMINATION

SECTION 7.1 EQUAL OPPORTUNITY

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, ethnicity, language, citizenship, immigration status, color, physical and/or mental disability, marital status, national or tribal origin, ancestry, genetic information, gender, sex, sexual orientation, gender expression, gender identity, marital or family status, pregnancy status, age, religion, creed, veterans status, political beliefs, actions and affiliations, socio-economic status, union membership and activities, or other consideration made unlawful by federal, state, or local law. The Employer further agrees that it shall not discriminate in terms or conditions of employment on the basis of the aforementioned characteristics (except for bona fide occupational qualifications or client preference).

SECTION 7.2 ANTI-HARRASSMENT AND ANTI-DISCRIMINATION POLICIES

The Employer will-has establish anti-harassment and anti-discrimination policies that are compliant with state and federal law. The establishment of these policies will be in conjunction with the Harassment Abuse and Discrimination (HAD) Workplace Safety Committee (Article 15 of the Agreement). These policies shall include a complaint procedure, including non-retaliation and confidentiality policies. Such policies shall be made readily available to employees in the employee handbook and shall be updated as needed or as required by law.

It is the responsibility of the Employer to ensure that all employees are aware of the Employer's anti-harassment and anti-discrimination policies and properly trained on the content of such policies.

SECTION 7.3 PRIVACY RIGHTS

The Employer shall comply with all applicable federal, state and local regulations with respect to the privacy rights of its employees.

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ARTICLE 8: UNION RIGHTS

SECTION 8.1 UNION ADVOCATES

For purposes of representation and mutual administration of the contract, the Union will designate Advocates from among its members employed by the Employer. The Union will notify the Employer within fourteen (14) calendar days when an Advocate has been designated.

SECTION 8.2 BULLETIN BOARD

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

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

SECTION 8.3 UNION LEAVE

SECTION 8.3.1

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

SECTION 8.3.2

A leave of absence without pay shall also be granted for no more than ninety (90) days to conduct Union business provided fifteen (15) calendar days written notice is given. Such leave of absence shall be without pay or benefits. The Employer and the 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) calendar days, the Employer will not be *The Union reserves the right to add to, modify or withdraw this proposal.*

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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.

SECTION 8.3.3 HOME CARE ADVOCACYLOBBY DAY:

Home care advocacylobby days-says 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 mutually beneficial legislation.

Bargaining unit employees shall inform the Employer of their intent to attend an advocacy lobby day, by following the Employers policy on requesting leave. -Leave requests shall take client needs into consideration but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests. The Employer shall provide written notification to the employee, within a maximum of seven (7) business days from the employee's request for leave, indicating whether approval for advocacy-Lobby day-Day has been granted or denied.

Employees on paid leave for home care advocacylobby 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 or paid time off computation.

The Union shall submit a list of those employees who attended the designated advocacy-lobby days, to verify attendance for the Employer's purpose of paying leave. In addition, employees are required to submit a timesheet to the Employer in order to be paid for home care advocacy-lobby days. Employees who requested leave, but whose attendance is not verified by the records provided to the Employer and who did not report to work shall be denied leave.

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ARTICLE 12: DISCIPLINE AND DISCHARGE

SECTION 12.1 JUST CAUSE AND DISCIPLINE

The Employer shall not have the right to discipline employees and to or discharge employees except for just cause. Discipline shall be, in general, directed at correcting performance problems, except in situations when the nature of the offense is cause for immediate discharge, such as serious misconduct, as defined by the Employer's policies. Discipline may include oral reprimands, written reprimands, suspension, and discharge. The Employer may skip steps in the discipline process based upon the seriousness of the offense in accordance with the provisions of just cause. At every step of the disciplinary process, the Employer shall provide an explanation for each action taken.

The Employer's current practice is that after twelve (12) consecutive months without like incident that results in discipline, the Employee may request to have the discipline removed from their filewithout any serious misconduct or like disciplinary actions, the Employer shall endeavor to remove the discipline from their file. It is up to the Employee or Union Representative/Advocate to request such discipline be removed. If the Employee does not request the discipline be removed from their file and the employee receives another like discipline after twelve (12) months, the Employer shall not consider the discipline when determining the level of reprimand, except in extraordinary circumstances as defined by the Employer. Files that are not removed after twelve (12) months will be considered as removed. The Employer's current practice is that after twelve (12) consecutive months without any serious misconduct or disciplinary actions shall result in all previous discipline being removed from consideration in progressive discipline.

For all discipline less than a final written warning, twelve (12) months without any disciplinary action will result in the last step being removed from consideration in progressive discipline. Eighteen (18) months without any disciplinary action will result in all previous discipline being removed from consideration in progressive discipline. For

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permanent record of the meeting. In cases where a suspension results in termination for just cause, back pay for the suspension period will not be offered.

If an employee speaks a language other than English, they may request interpretation from the SEIU Member Resource Center (MRC) at any point before or during the investigatory or disciplinary meeting. If interpretation is unavailable at the time of the request, the meeting will be rescheduled until the parties can schedule <u>interpretation</u>.

The Employer, employee, and Union representative will make every effort to conduct this meeting within seven (7) calendar days. The planned meeting date, time, and location will be communicated with the Union, and will then proceed as planned.

SECTION 12.3 UNION NOTIFICATION

Within forty-eight (48) hours after any suspension or discharge, the Employer will notify the Union in writing of the discharge/suspension and the reason for this action. Failure to do so will not affect the termination or its validity in any way.

SECTION 12.4 INTERVIEW BY UNION

A Union representative shall have the right to interview employees and branch management concerning discharge and discipline matters. Employer personnel shall have the right to have another Employer representative present in such interviews. Such interviews shall not interfere in any way with the Employer's business activity. Such interview is to be for informational purposes. The Employer will have the same right to interview any bargaining unit employee, provided the employee is permitted to have a union representative at the interview.

SECTION 12.5 EMPLOYER RULES

The Employer may establish reasonable work rules necessary to regulate employees' conduct at work. Work rules shall be made available to all employees, through employee handbooks and postings on our company website. The Employer will advise the Union of any proposed changes to the work rules thirty (30) calendar days in advance.

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In the event Adult Protective Services (APS) initiates an investigation, to the extent permissible by law and depending on the nature of the investigation or surrounding circumstances, the Employer may at its sole discretion keep the employee actively working with other clients that are not part of the investigation; where an employee only has the one client involved in the investigation, the Employer may at its sole discretion assign another client to the employee. Upon completion of the APS investigation, if it is determined that no further action is required by the Employer regarding the affected employee, the Employer shall make a reasonable attempt to bring the employee back to his/her workload prior to the investigation.

If the employee is unable to be reassigned, the employee may use accrued, earned leave as a substitute for leave without pay.

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ARTICLE 13: GRIEVANCE PROCEDURE

SECTION 13.1 DEFINITION

A grievance is hereby defined as a claim against, or dispute with, the Employer by an employee or the Union involving an alleged violation by the Employer of the terms of this agreement and/or the employee handbook or past practices and policies of the Employer that initiate on the execution date of this Agreement. The Union and the Employer are mutually committed to resolving disputes at the lowest level possible and in an expedient manner.

-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 Union, as long as the adjustment is not inconsistent with the terms of this agreement and/or the employee handbook and the appropriate Union representative has been given the opportunity to be present at such adjustment.

SECTION 13.2 TIME LIMITS, MEETINGS, AND NOTIFICATIONS

The purpose of time limits within the grievance procedure is to ensure the swift resolution of disputes. Time limits may be extended or waived at any step of the grievance procedure by mutual written agreement of the Parties. The party awaiting a response at any step may advance the grievance to the next step once the time limits have expired. The Union may withdraw a grievance at any step in the grievance procedure. The Parties agree that the grievance may be resolved at any stage of the grievance process, provided that all appeals are timely. The parties may waive meetings or conduct meetings by phone or video conference by mutual agreement. An email shall be a valid notification under this article.

An employee who attends meetings outside of scheduled working hours shall be paid for their time spent at their normal rate of pay.

The Union reserves the right to add to, modify or withdraw this proposal.

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SECTIONSECTION 13.2 PROCESS3 GRIEVANCE STEPS

Grievances shall be handled in the following manner:

The Employer and the Union agree that wherever possible, problems should be solved at the earliest possible step.

SECTION 13.42.1 STEP ONE

Step One:

The grievance shall be prepared in writing and shall be presented by the grievant and/or the Union to the agency director or his/her designated representative within -forty-five (45) 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 forty-five (45) calendar days after the date of discharge. The grievance shall state the nature and date of the occurrence giving rise to the grievance, the Article(s) or Section(s) of the Agreement on which the grievance is based, and the relief or remedy sought. The Employer will respond in writing within twenty-one (21) calendar days. During step one, the parties will conduct a meeting either by phone or in person, to endeavor to resolve the matter.

SECTION 13.42.2 STEP TWO

Step Two:

If no settlement has been reached by the grievant and the Employer or the Employer's time line has expired, the grievance shall be presented by the grievant and/or the Union to the regional Vice President or his/her designated representative within thirty (30) calendar days of the Employer's last response or, if no response was received, within thirty (30) calendar days of the The Union reserves the right to add to, modify or withdraw this proposal.

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expiration of the Employer's deadline to respond. The Employer will respond in writing within twenty-one (21) calendar days. During Step Two, the parties will conduct a meeting either by phone or in person, to endeavor to resolve the matter.

SECTION 13.42.3 STEP THREE MEDIATION (OPTIONAL)

Step Three:

If no settlement is reached or the Employer does not respond within twentry one (21) calendar days after the date the grievance is presented to the Employer as provided in Step Two, then the 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.

Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances not resolved following Step Two. Neither party is obligated to agree to mediation, and either party may decline mediation in its sole discretion. If mediation is mutually agreed, a mediator shall be selected within ten (10) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service, or otherwise by mutual agreement. The selected mediator shall hear the presentation as soon as all parties are reasonably able to do so, but not more than thirty (30) days from the selection of the mediator unless an extension is agreed to by the Employer and the Union. Any grievance settlement reached in mediation shall be in writing, signed by the Parties, and be final and binding. The Parties shall bear their own costs for mediation. If mediation is unsuccessful in resolving the grievance, or mediation is not selected as an option for resolution, the Union may advance the grievance to Arbitration.

SECTION 13.53 ARBITRATION

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If no resolution or settlement is reached within thirty (30) calendar days after the date the grievance is presented to an Employer as provided in Step Two, or within fifteen (15) calendar days after an unsuccessful mediation, or if no response is received by the Union within the time limits, then the Union shall have the right, within the next fifteen (15) calendar days, to advise the Director or the Employer's designee that the Union is forwarding the grievance to a neutral arbitrator for final and binding settlement. The time limits for filing for arbitration may be extended by mutual agreement of the official representative of the Parties.

SECTION 13.53.1 SELECTION OF ARBITRATOR

In the event that If a dispute proceeds to arbitration, the Union and the Employer shall make a good faith good-faith effort to agree on an arbitrator. In the event the Union and Employer are unable to agree, and not later than seven (7) calendar days from receipt of the first request for arbitration, the Union and the Employer shall select the list of arbitrators as follows:

- (a) the federal mediation The Federal Mediation and conciliation service Conciliation Service (fmesFMCS) shall submit a list of seven (7) arbitrators to the Union and to the Employer.
- (b) Wwithin fourteen (14) calendar 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.

SECTION 13.53.2 JURISDICTION OF ARBITRATOR

The jurisdiction of the impartial arbitrator is limited to:

(a) adjudication of the issues which <u>are</u> under the express terms of this agreement or the employee handbook, and the submission agreement setting forth the issue or issues to be arbitrated, which shall be entered into between the parties hereto;

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For the Union:	For the Employer:
Date: 8/6/25	Date: 86 2024

- (b) interpretation of the specific terms of this agreement and/or the employee handbook which are applicable to the particular issue presented to the arbitrator;
- (c) the rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this agreement or the employee handbook and/or which is in conflict with any of the provisions of this agreement and/or the employee handbook; and
- (d) the rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties.
- (e) the rendition of a decision involving the administration or interpretation of insurance plans or contracts, including pension plans; and those issues related to the 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 13.53.3 ARBITRATION DECISIONS AND COSTS

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 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 borne by the losing party.

SECTION 13.4 ELECTRONIC COMMUNICATIONS

Notifications of grievances as well as notifications of mediation and arbitration may be presented by either party in an email instead of in writing.

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ARTICLE 15: LABOR - MANAGEMENT RELATIONS - COMMITTEE

SECTION 15.1 SCOPEPURPOSE

The Employer and the Union shall establish <u>a</u> labor-management relations committee (LMC). The purpose of the committees 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 15.2 STRUCTURECOMPOSITION, SCHEDULE, AND PROCESS

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 Union and one of the Employer representatives. The Committee may also decide to rotate the facilitation of meetings.
- (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 three (3) seven (7) calendar days prior to the scheduled meeting.

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- (e). Employee committee members are paid their regular rate of pay for participation. Such paid leave time shall be counted as "hours worked" and credited towards the employee's Cumulative Career Hours and will be reported for health care eligibility.
- (<u>f</u>). Agreed minutes of the meetings will be presented to the Employer and the Union within thirty (30) calendar days after the meeting.
- (g) The committee has no authority other than to recommend appropriate suggestions or solutions to identified problems agreed upon by the co-chairs.

The Employer and the Union will address each recommended item in writing within thirty (30) calendar days. Should any item(s) be referred to the Executive Director or to the Employer's Designee, such person(s) shall report decisions or actions to the LMC within one month.

SECTION 15.3 CONTRACT TRANSLATION

Homecare workers speak a wide diversity of languages, often as part of their job, providing care to clients who speak languages other thenthan English. The Labor Management Committee shall explore opportunities to translate the contract in full or in part (as individual or as summaries) to other languages besides English.

15.4 EMPLOYEE HANDBOOK

Should the Employer modify the Employee Handbook, the Employer will send the Union a copy of the new handbook at least thirty (30) days in advance of the effective date. The Employer shall allow the Labor Management Committee to offer feedback and review the changes to the Handbook.

The Union shall have the right to demand to bargain over any mandatory subjects of bargaining Should the Employer modify an existing Employee Handbook (separate from this Agreement), the Employer shall allow the Labor Management Committee an opportunity to review the Handbook changes.

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SECTION 15.45 SAFETY COMMITTEE

The Employer shall implementmaintain a safety plan that shall include a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and working environments with challenging behaviors. plan to prevent and protect employees from abusive conduct, to assist employees working in environments with challenging behaviors, and work to resolve issues impacting the provision of personal care. This plan should be The plan shall be monitored by a workplace safety committee and reviewed annually and updated at least once every three years. The plan shall be developed and monitored by a workplace safety committee.—The safety committee can meet in conjunction with the LMC.

All employees shall be <u>compensationed</u> <u>compensated</u> at their regular rate of pay for the time spent at the Safety Committee meetings. Such paid leave time shall be counted as "hours worked" and credited towards the employee's <u>Cumculative</u> Career Hours and will be reported for the purpose of health care eligibility.

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ARTICLE 19: HEALTH AND SAFETY

SECTION 19.1 GENERAL PROVISIONS

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

Such situations include: illicit activity; chemical contamination; threats of bodily harm to the employee; threatening animals; fire hazards; abusive behavior (including verbal and mental abuse) and/or sexual harassment of the employee by the client or persons in the household; or any other situations that would be a clear and evident threat to the employee's health or safety.

Any employee who believes in good faith that his/hertheir health and/or safety is in imminent danger at an assigned work location, may leave that location and shall immediately report to the Employer any working conditions that threaten or endanger the employee's health or the safety of the employee or client. If the employee believes the client may be in danger, the employee should call 9-1-1 or other emergency services. The employee shall report the incident to his/hertheir supervisor as soon as possible after leaving the assigned work location. If after review and investigation of the incident giving rise to the belief of imminent danger it is determined that the employee acted reasonably and promptly reported the incident to his/hertheir supervisor, the employee shall be paid for his/hertheir entire scheduled assignment, including all travel time and between client travel miles he/shethey would have been paid had the assignment been completed as scheduled.

If the Employer continues to serve the client, any future employee assigned to that client shall be provided with copies of any documentation related to the incident before they are required to begin the assignment and obtain in return from the employee a signed acknowledgment of receiving such documentation. A verbal approval from the employee that is documented by the Employer is also acceptable. The Employer reserves the right to protect client confidentiality in the release of this documentation.

Tentatively Agreed To: For the Union:	For the Employer:	
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In accordance to the employer's Washington State Harassment and Discrimination Policy, the employer will review prior, substantiated safety incidents when assigning a new employee. If the Employer continues to serve the client, the Employer must inform employees of any documented instances of discrimination and abusive conduct occurring in or around the client's home care setting prior to assigning the employee to that service recipient, and throughout the duration of service.

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

SECTION 19.2 EMPLOYER POLICIES REGARDING INSTANCES OF HARASSMENT, ABUSE AND DISCRIMINATIONSECTION 19.2 EMPLOYER POLICIES REGARDING INSTANCES OF HARASSMENT, ABUSE, AND DISCRIMINATION

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

The Employer shall maintain a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and challenging behavior and work to resolve issues impacting the provision of personal care, and the policy must include stated permission and a process for allowing workers to leave situations where they feel their safety is at immediate risk. This process must include a requirement to notify the Employer and applicable third parties as soon as possible. The Employer shall maintain a comprehensive written policy concerning how the Employer shall address instances of discrimination, abusive conduct, and challenging behavior, and work to resolve issues impacting the provision of personal care. The policy must include stated permission and a process for allowing workers to leave situations where they feel their safety is at immediate risk. The policy shall be available in at least the following languages: English, Spanish, Russian, and Ukrainian, Korean, Vietnamese, Traditional and Simplified Chinese and Somali.

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A. The Employer may not terminate an employee, reduce the pay of an employee, or not offer future assignments to an employee for requesting reassignment due to alleged discrimination, abusive conduct., or challenging behavior.

SECTION 19.2-3 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.

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.

SECTION 19.3 4 34 SAFETY AND CLEANING EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT

No employee shall be required to provide at his/hertheir own expense safety and cleaning equipment, safety and cleaning supplies, or protective garments, including, but not limited to gloves and/or masks, to perform any task for a client.

The Employer shall provide both latex-free and powder-free options for gloves. If such a situation arises where there are insufficient supplies or materials, the employee will report the situation immediately to his/hertheir supervisor

The Employer shall add respirator masks to the list of PPE provided to employees in areas with extreme weather conditions. The Employer shall make respirator masks available to employees in areas with extreme weather conditions upon request.

SECTION 19.5 WORKPLACE SAFETY THROUGH CLIMATE PREPAREDNESSSECTION 19.5 EMERGENCY AND EXTREME INCLEMENT WEATHER POLICY

As climate change intensifies, the impact on health and safety becomes increasingly evident.

The Employer recognizes that climate preparedness is an essential component of workplace safety and shall include it in the Employer's policies and procedures to safeguard against the The Union reserves the right to add to, modify or withdraw this proposal.

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<u>effects of extreme weather and environmental changes.</u> The Employer recognizes that an <u>essential component of workplace safety is safeguarding employees against the effects of extreme inclement weather and environmental changes.</u>

- A. When an emergency or an extreme weather event occurs, employees will first make every reasonable effort to contact the Employer. The Employer will not ask the employee to take actions that would endanger the safety of the employee's household or family, or that would require the employee to act against the advice of relevant state and local emergency departments. If the employee cannot make contact with the Employer, the employee will then refer to the emergency and extreme weather policy and follow it to the extent possible. If the employee is not able to contact the Employer, and is experiencing an incident outside of the scope of the emergency and extreme weather policy, they may make every reasonable effort to protect the safety of themselves and/or their client without fear of retaliation or disciplinary action.
- If an employee is at home at the time an emergency is declared, the employee will not be required to get to a client's home to work their regularly scheduled shift. The Employer shall determine the conditions and probable length of time necessary for returning to work after investigation or contact with the relevant state and local emergency departments.
- If an employee is already at a client's home when an emergency or extreme weather
 event occurs, and staying at the client's home would endanger the safety of the
 employee's household or family, the employee may leave the client's home without fear
 of retaliation or disciplinary action.
- Employees shall be granted leave with pay for shifts when they are unable to report to their client's home because of natural disasters or emergencies beyond their control.

B. In the event of a declared emergency, the LMC agrees to convene within a reasonable time after the event to address the impacts of the emergency on working conditions.

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E. The Employer shall maintain an emergency and extreme weather policy; this policy shall include a safety plan to keep employee's and client's safe in extreme inclement weather or environmental changes (i.e. wildfires, earthquakes, etc.) and send at least the following items outlined in Section 19.4 to the client's home: and a list of recommended items to be included in an emergency preparedness kit and an emergency communication plan. This policy will be reviewed with all employees annually, and a copy of the policy shall be kept in the client's home.

For the Employer:	
<u>Mark Robinson</u> Date: 10/31/2025	

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ARTICLE 28: RETIREMENT

SECTION 28.1 DEFINED CONTRIBUTION RETIREMENT BENEFIT TRUST

The Employer shall provide a defined contribution retirement benefit through the SEIU 775 Secure Retirement Trust ("Retirement Trust") and shall become and remain a participating employer in the retirement trust during the complete life of this agreement, and any extension thereof.

SECTION 28.2 CONTRIBUTIONS TO RETIREMENT TRUST

The Employer's hourly contribution rate to the Retirement Trust shall be the hourly contribution rate established by the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the "Retirement Rate"). If the Retirement Rate is reduced during the life of the agreement, the parties shall re-open the agreement solely for the purpose of renegotiating this Section 28.2.

A. Medicaid-Funded Hours Worked

Effective July 1, 2023, the Employer shall contribute the Retirement Rate for each category of career cumulative hours applicable, to the Retirement Trust for each Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar (\$1.00) per Medicaid Funded hour worked by all home care workers covered by this Agreement with six thousand and one (6001) or more career cumulative hours; (ii) eighty cents (\$0.80) for each Medicaid funded hour worked by all home care workers covered by this Agreement with seven hundred and one (701) or more cumulative career hours, and (iii) fifty cents (\$0.50) for each Medicaid-Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred and one (701) cumulative career hours. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off hours, and training hours.

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Effective, July 1, 2026, the Employer shall contribute the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and sixty-five cents (\$1.65) per Medicaid Funded hour worked by all home care workers covered by the Agreement with eight thousand one (8,001) or more cumulative career hours, (ii) eighty cents (\$.80) per Medicaid Funded hour worked by all home care workers covered by this Agreement with seven-hundred one (701) up to but not including eight thousand and one (8001) cumulative career hours and (iii) fifty cents (\$.50) per Medicaid Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred one (701) cumulative career hours.

B. Non Medicaid Funded Hours Worked

Effective July 1, 2023, the Employer shall contribute the Retirement Rate for each category of career cumulative hours applicable to the Retirement Trust for each Non-Medicaid Funded Hour worked by all home care workers coved by this Agreement, (i) one dollar (\$1.00) per Non-Medicaid Funded Hour worked by all home care workers coved by this Agreement, (ii) with six thousand and one (6001) or more cumulative career

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hours—eighty cents (\$0.80), for each Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement with seven-hundred and one (701) or more cumulative career hours, and (iii) fifty cents (\$0.50) for each hour worked by all home care workers covered by this Agreement with less than seven-hundred and one (701) cumulative career hours. Non-Medicaid Funded Hours worked shall be defined as all compensable 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 hours and training hours.

Effective July 1, 20242025, the Employer shall contribute the Retirement Rate for each category of career cumulative hours applicable, to the Retirement Trust for each Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and twenty cents (\$1.20) per Non-Medicaid Funded hour worked by all home care workers covered by this Agreement with six thousand and one (6001) or more career cumulative hours; (ii) eighty cents (\$0.80) for each Non-Medicaid Funded Hour worked by all home care workers covered by this Agreement with seven hundred and one (701) or more cumulative career hours and (iii) fifty cents (\$0.50) for each Non-Medicaid Funded hour worked by all home care workers covered by this Agreement with less than seven-hundred and one (701) cumulative career hours. Non-Medicaid Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective, July 1, 2026, the Employer shall contribute to the Retirement Rate or the following, whichever is higher for each category of career cumulative hours applicable, to the Retirement Trust for each Non Medicaid Funded Hour worked by all home care workers covered by this Agreement: (i) one dollar and sixty-five cents (\$1.65) per Non Medicaid Funded hour worked by all home care workers covered by the Agreement with eight thousand one (8,001) or more cumulative career hours, (ii) eighty cents (\$.80) per Non Medicaid Funded hour worked by all home care workers covered by this Agreement with seven-hundred one (701) up to but not including eight thousand and one (8001) cumulative career hours and (iii) fifty cents (\$.50) per Non Medicaid Funded hour

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worked by all home care workers covered by this Agreement with less than sevenhundred one (701) cumulative career hours.

The Parties request that to the extent permissible by ERISA, the Board of Trustees reciew and implement an emergency savings program as a voluntary feature of the Secure Retirement Plan.

Contributions required by this Section 28.2 shall be paid periodically as required by the Trust.

SECTION 28.3 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.

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ARTICLE 29: WAGES AND PREMIUMS

SECTION 29.1 WAGE SCALE

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Step	1 st -half	2 nd half	1 st -half	2 nd half
0-2000	\$20.60	\$ 20.81	\$ 21.12	\$21.44
2001-4000	\$20.77	\$20.98	\$21.29	\$21.61
4001-6000	\$20.92	\$21.13	\$21.45	\$21.77
6001-8000	\$ 21.12	\$21.33	\$ 21.65	\$21.97
8001-10000	\$21.32	\$ 21.53	\$ 21.85	\$22.18
10001-12000	\$21.59	\$21.81	\$22.14	\$22.47
12001-14000	\$21.88	\$ 22.10	\$22.43	\$22.77
14001-16000	\$22.58	\$22.81	\$23.15	\$23.50
16001-20000	\$22.84	\$23.07	\$23.42	\$23.77
20001-24000	\$ 23.15	\$23.38	\$ 23.73	\$24.09
24000 +	\$23.40	\$23.63	\$23.98	\$24.34

Effective July 1, 20232025, all bargaining unit employees shall be placed on the above scale scale in Appendix A according to the employee's cumulative career hours (CCH) with Addus. Effective July 1, 2025, newly hired and returning employees shall be placed and advanced on the wage scale at the step appropriate to their verifiable previous experience as home caregivers. Employees shall advance to the next higher step on the above wage scale as they reach the hours on that step.

Upon ratification all current employees who have worked for Addus for at least ninety (90) days, shall receive a one time ratification bonus to be paid the first full pay period after ratification.

The ratification bonus is listed below:

CCH Hours with Addus

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For the Union:	For the Employer: Mark Robinson, Market President
Date:	Date:
10.06.2025	10/6/2025

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θ	2000	\$250.00
2001	4000	\$250.00
4001	6000	\$275.00
6001	8000	\$275.00
8001	10000	\$300.00
10001	12000	\$300.00
12001	14000	\$375.00
14001	16000	\$375.00
16001	20000	\$450.00

24000

SECTION 29.2 TRAINING DIFFERENTIALS

Certification differential: home care aides who hold and submit a valid <u>Home Care Aide</u>

<u>Certification or</u> 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.

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Advanced training differential (prior to February 2017):

\$450

\$450

employees Employees who completed advanced training (discontinued in February 2017 to meet apprenticeship standards beyond the training required to receive a valid "home care aide" certification (as set forth in the training partnership curriculum) shall be paid an additional twenty-five cents (\$0.25) per hour differential in addition to his/hertheir regular hourly wage rate. To be limited to 90 workers statewide. The Employer will continue to honor completed Advanced Training prior to February 2017 at the time of hire for new employees with verification from the employee or the Training Partnership.

Advanced training differential (new):

For the Union:	For the Employer:
Date:	<u>Mark Robinson, Market President</u> Date:
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Employees who complete the Advanced Training (set forth in the Training Partnership Curriculum), as referenced in Article 30: Homecare Training and Certification, shall receive a differential of seventy five cents (\$0.75) in addition to their hourly rate and other applicable differentials. Employees assigned by the Employer to receive Advanced Training will meet criteria set forth in Article 30 and must have completed their probationary period.

The Employer will honor completed Advanced Training at the time of hire for new employees with verification of completion from the employee or the Training Partnership. Employees participating in Advanced Training will be paid their regular hourly rate of pay by the Employer for all hours of training. It is the intent of the Employer to work with the Union on maximizing the number of workers that can be paid an Advanced Training differential.

<u>The Employer will honor completed Advanced Training at the time of hire for new employees</u> with verification from the employee or the Training Partnership.

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 one dollar (\$1.00) per hour differential in addition to his/her-their 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 29.3 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 two (2) hours.

SECTION 29.4 EVENING AND WEEKEND DIFFERENTIAL

Employees shall be paid forty <u>fifty</u> twenty-five <u>fifty</u>cents (\$0.40<u>50</u>25 <u>fifty</u>) forty cents (\$0.40) per hour differential in addition to their regular hourly wage rate for every hour worked after 9 p.m. on a weekday, or every hour worked on the weekend (as calculated from 12:01 a.m. Saturday

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through 11:59 p.m. Sunday). Evening and weekend differentials shall be included in any computation for overtime, holidays, or other differentials or premium time.

SECTION 29.5 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 $\frac{1}{2}$) times their regular hourly rate of pay. Paid leave time shall not be considered time worked for the purposes of this section.

SECTION 29.6 NURSE DELEGATION

Upon ratification of this agreement, nurse delegated caregivers who serve clients with requirements for nurse delegated care shall be paid an additional thirty-five cents (\$0.35) per hour, in addition to his/her-their rate of pay.

SECTION 29.7 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:

- (a) extreme behavioral issues;
- (b) excessive/difficult travel to clients; and
- (c) 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.

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SECTION 29.7.1 GRANDFATHERED EMPLOYEES CURRENTLY RECEIVING THIS 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 29.8 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 29.9 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.

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ARTICLE 30: HOMECARE TRAINING AND CERTIFICATION

SECTION 30.1 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.

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 30.2 CONTRIBUTIONS

The hourly contribution to the Training Partnership ("Partnership") for training and certification and testing fees shall be no less than the hourly training contribution rate paid by the individual provider collective bargaining agreement in effect at the time the hours are worked. (Hereinafter the "Training Partnership Rate"). If the training partnership rate is reduced during the life of the agreement, the parties shall re-open the agreement solely for the purpose of renegotiating this section.

A. Medicaid-funded hours worked.

Effective July 1, 2023 the Employer shall contribute the training partnership rate or forty-nine fifty and one half cents (\$0.495505), to the partnership for each Medicaid funded hour worked of which two and one half cents (\$0.025) can be used to support

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the certification and testing benefit. 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 hours shall also be excluded for contribution purposes.

Effective July 1, 2024-2026 the Employer shall contribute the Training Partnership Rate of forty-eightfifty-one and one-half cents (\$0.485515), to the Partnership for each Medicaid Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit.

Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid-time off, and training hours.

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

B. Non-Medicaid-funded hours worked.

Effective July 1, 20232025, the Employer shall contribute the Training Partnership rate of forty nine fifty- and one half cents (\$0.495505) to the Partnership for each non-Medicaid-funded hour worked, of which two and one half cents (\$0.025) can be used to support the certification and testing benefit. . Non-Medicaid-funded hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Effective July 1, 2026, the Employer shall contribute the Training Rate of fifty-one and one-half cents (\$0.515) to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing benefit. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid time off, and training hours.

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

SECTION 30.3 TRUST AGREEMENTS

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 30.4 ADVANCED TRAINING

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

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

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

To participate in the advanced skills training track, providers:

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

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ARTICLE 31: HEALTH, DENTAL AND VISION BENEFITS

SECTION 31.1 HEALTH BENEFITS TRUST PARTICIPATION

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

SECTION 31.2 PURPOSE OF THE TRUST

For purposes of offering healthcare, dental and vision, and other benefits or programs authorized by the Board of Trustees to members of the bargaining unit, the Employer shall become and remain a participating employer in the Trust during the complete life of this Agreement, and any extension thereof.

SECTION 31.3 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. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to either document.

SECTION 31.4 ELIGIBILITY STANDARDS

Employee eligibility for healthcare benefit coverage shall be determined solely by the Board of Trustees.

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.

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

The Employer will provide information on the Trust's benefits to all employees during the onboarding process.

SECTION 31.5 CONTRIBUTIONS

The Employer's hourly contribution rate shall be the hourly healthcare contribution rate established by 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.

Contributions for the health and safety benefit as described in Sections A. and B. below will be paid to the SEIU Healthcare NW Health Benefits Trust which will administer any program established with these funds. The use of these negotiated funds for health and safety will be determined by the Board of Trustees of the Health Benefits Trust.

A. Medicaid-funded hours worked.

Effective July 1, 20232025, the Employer shall contribute the Healthcare Rate of four-five dollars and thirteen centstwenty-two (\$45.1322) to the Trust for each Medicaid funded hour worked two and one-half cents (\$0.025) of which may be used for a health and safety benefit. Medicaid-funded hour(s) worked shall be defined as all hours worked by all employees covered by this agreement in the Employer's in-home care program that are paid by Medicaid, but not including vacation hours, paid-time off, over authorized service hours and training hours. Consumer participation hours shall also be excluded for contribution purposes.

Effective July 1, 202<u>6</u>4, the Employer shall contribute the Healthcare Rate or five dollars and twenty-two<u>fifty-seven</u>-cents (\$5.<u>2257</u>), to the Trust for each Medicaid-funded hour worked. , two and one half cents (\$0.025) of which may be used for a health and safety benefit Medicaid-funded hour(s) worked shall be defined as all hours worked by all employees covered by this agreement in the Employer's in- home care program that are paid by Medicaid, but not including vacation hours, paid-time off, over authorized The Union reserves the right to add to, modify or withdraw this proposal.

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For the Union:

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For the Employer:

Mark Robinson, Market President

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service hours and training hours. Consumer participation hours shall also be excluded for contribution purposes.

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, 2023-2025 the Employer shall contribute the healthcare rate or four-five dollars and thirteen-twenty-two cents- (\$3.795.22), -to the Trust for each non- Medicaid funded hour worked, two and one-half cents (\$0.025) of which may be used for a health and safety benefit.. Non-Medicaid-funded hour(s) worked shall be defined as all hours worked by all employees covered by this agreement in the employer's in-home care program that are paid by a payor other than Medicaid but not including vacation hours, paid-time off, and training hours.

Effective July 1, 20242026, the Employer shall contribute the Healthcare Rate or five dollars and twenty-twofifty-seven-cents (\$5.2257) to the Trust for each non-Medicaid-funded hour worked two and one-half cents (\$0.025) of which may be used for a health and safety benefit. Non-Medicaid-funded hour(s) worked shall be defined as all hours worked by all employees covered by this agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Contributions required by Section 31.5 shall be paid periodically as required by the Trust.

SECTION 31.6 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION

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

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

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SECTION 32.5 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.

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ARTICLE 32: TRAVEL PROVISIONS

SECTION 32.1 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 rate.

Employees will be reimbursed for mileage at the IRS reimbursement less \$0.10. Commencing on July 1, 2024, employees shall be reimbursed for mileage at the IRS reimbursement less \$0.05

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

Employees will <u>continue to</u> be reimbursed for mileage at the IRS reimbursement rate less \$0.15 <u>05.0.05</u> per mile commencing on July 1, 2025. Commencing on July 1, 2026 employees will be reimbursed at the IRS reimbursement rate less \$0.03 per mile less \$0.10 per mile.

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.

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period. The Employer reserves the right to use -Google Maps, Apple Maps or another distance tracking 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 32.2 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 32.3 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.

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SECTION 32.4 VIOLATIONS/TICKETS

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.

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ARTICLE 33: PAID TIME OFF

ARTICLE 33.1 ACCRUAL

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

Effective at ratification,, employees shall accrue one (1) hour for every twenty four (24) hours worked. Effective January 1, 2025, employees Employees shall begin to accrue one (1) hour of PTO for every twenty_-three (23) hours worked. PTO hours shall cap at one-hundred twenty-fiveforty (125140) 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.

ARTICLE 33.2 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 seven (7) calendar days of the date the leave request is submitted by an employee.

ARTICLE 33.3 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 option. The Employer

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will make a good faith effort to offer monthly cash-out of PTO. Employees who resign, retire, who are terminated, or who are laid off, 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.

ARTICLE 33.4 UTILIZATION OF PTO AS SICK LEAVE

Employees may also use PTO as sick leave. The employee is required to provide reasonable notice to the Employer of the intent to use PTO for 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.

ARTICLE 33.5 NOTICE AND PROOF OF ILLNESS

The Employer reserves the right to require reasonable proof of illness, if the absence from work extends 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.

ARTICLE 33.6 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/histheir normal schedule.

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ARTICLE 33.7 BEREAVEMENT LEAVE

Employees shall be entitled to be eavement leave (PTO or unpaid) to discharge the customary obligations arising from the death in the immediate family or "close relatives" -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. Employees may request additional leave if traveling out of state, such requests will not be reasonably be denied. The employee requesting such extended bereavement leave shall be allowed to utilize any Paid Time Off that the employee has accrued or earned. If Paid Time Off is exhausted, the employee may request the time be unpaid. For purposes of this section, "immediate family" shall include the employee's or the employee's spouse's parent, adoptive parent, wife, husband, child, step-children, or foster children or any other child living in the employee's household, brother, sister, grandmother, grandfather, grandchild, or the equivalent for domestic partners, or another member of the immediate household. "Close relatives" includes but is not limited to the employee's aunts, uncles, cousins, nieces, nephews, and siblings-in law. To respect the diversity of family composition that employees may have, employees are trusted to self-identify who constitutes a family member. Every attempt will be made to accommodate employee requests to take PTO upon the death of a client.

ARTICLE 33.8 CATASTROPHIC COVERAGE

During the term of this agreement the Employer and the 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.

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SECTION 34.1 HOLIDAYS

The following days qualify as a holiday for the purpose of applying the provisions of this Article.

New Year's day*

Thanksgiving day*

Christmas day*

Memorial day

Independence day (July 4)

Labor day*

SECTION 34.2 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 holiday requests on the basis of seniority, consistent with client service needs.

SECTION 34.3 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 *. Starting July 1, 2026 employees who work on one of the holidays above shall be paid one and one-half (1½) their regular rate of pay for all hours worked on all the holidays listed in Section 34.1.

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ARTICLE 35: FAMILY LEAVE MEDICAL, PRESCRIPTION DRUG, DENTAL AND VISION BENEFITS

ARTICLE 35.1 FAMILY LEAVE MEDICAL, PRESCRIPTION, DENTAL AND VISIONS BENEFITS THROUGH THE TRUST

In addition to employee health care, dental, prescription drug and vision benefits through the SEIU Healthcare NW Health Benefits Trust ("Trust") provided in Article 31, the Employer shall provide health benefits to eligible employees on FMLA (Family Medical Leave Act) and Washington Paid Family and Medical Leave Program (PFML) during the complete life of this Agreement and any extension thereof. The parties agree that the Employer will contribute an additional four cents (\$0.04) per hour effective July 1, 2021, for the purpose of covering the costs associated with extending benefits for eligible employees on FMLA or PFML.

ARTICLE 35.2 CONTRIBUTIONS

The parties agree that the Employer will contribute an additional four cents (\$0.04) per each Medicaid and Non Medicaid hour worked effective with hours worked effective July 1, 2021, for the purpose of extending health coverage for employees on FMLA and/or PFML. 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. Consumer participation hours shall also be excluded for contribution purposes. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time off, and training hours.

Contributions required by Section 31.5 shall be paid periodically as required by the Trust.

ARTICLE 35.3 ELIGIBILITY STANDARDS

The Union reserves the right to add to, modify or withdraw this proposal.

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Eligibility for FMLA and PFML shall be cert	fied by the Employer. Employee eligi	bility standards
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The Trust shall determine the appropriate	evel of contribution, if any, by eligible	e home care
workers.		
ARTICLE 35.4 EMPLOYEE PREMIUM DEDU	CTION AUTHORIZATION	
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ARTICLE XX3: PRODUCTION OF AGREEMENT

SECTION XX3.1

The Employer and the Union support equal employment opportunity ad affirmative recruitment to ensure a diverse workforce. The Employer and the Union shall jointly share the costs of producing and printing this Agreement in no less than three (3) and up to ten (10) languages most commonly spoken and read among bargaining unit members as determined by the Union to ensure inclusion and acknowledgement of employees who wish to read the contract in a different language other than English, provided that the cost to the Employer shall not exceed ten five thousandwo thousand and five hundred thousand three thousand dollars (\$10,000 \$2,500.00\$5,000 \$3,000.00)-during the life of this Agreement. Any costs over and above ten thousand two thousand and five hundred five thousand three thousand dollars (\$10,000 \$5,000\$2,500.00\$3,000.00) shall be borne exclusively by the Union.

SECTION XX3.2

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

SECTION XX3.3

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

The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:

Date:

10.06.2025

The Union reserves the right to add to, modify or withdraw this proposal.

For the Employer:

Marke Robinson, Market President

Date:

10/6/2025

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ARTICLE XXY: USE OF ARTIFICIAL INTELLIGENCE (AI)

SECTION XXY.1 PROHIBITED USES OF AI

The Employer shall not use Artificial Intelligence (AI) technology to monitor, track, or dictate driving routes, productivity metrics, or other aspects of employee performance without prior written consent from the Union.

SECTION XXY.2 NOTIFICATION AND BARGAINING REQUIREMENTS

The Employer shall provide written notification to the Union at least thirty (30) days in advance of any planned AI implementation. Upon notification, the Employer shall enter good-faith bargaining with the Union to address potential impacts of AI on working conditions, and privacy. The Employer agrees to provide the Union with complete and relevant information on any proposed AI system, including its purpose, scope, data collection parameters, decision-making processes, and potential impact on employment terms.

SECTION XXY.3 DATA PROTECTION AND PRIVACY

The Employer shall not input, share, or utilize any personally identifiable information (PII) of bargaining unit employees—including names, Social Security numbers, addresses, or work histories—in any AI system without prior written Union consent. All data usage involving AI must comply with applicable laws, the collective bargaining agreement, and industry privacy standards, ensuring PII remains confidential, secure, and used only for authorized purposes. In the event of unauthorized access, misuse, or data breach involving bargaining unit data in AI systems, the Employer shall promptly notify the Union and implement corrective actions.

The Employer shall not input, share, or utilize any personally identifiable information (PII) of bargaining unit employees - including names, Social Security numbers, addresses, or work histories - in any public AI system without prior written Union consent.

Tentatively Agreed To:	
For the Union:	For the Employer: Mark Robinson
Date: 10.31.2025	Date: 10/31/25

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The Employer will comply with all applicable federal and state privacy laws in its use of AI systems as they pertain to bargaining unit employees. Nothing in this Section creates obligations beyond those imposed by law.

The Employer agrees to enter into good faith bargaining over new Artificial Intelligence initiatives that materially impact employee working conditions.

Tentatively Agreed To:	
For the Union:	For the Employer: Mark Robinson
	Mark Robinson
Date:	Date:
10.31.2025	10/31/2025

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Article XX2 IMMIGRATION-RELATED EMPLOYMENT PRACTICES

SECTION X2.1 ICE/DHS ACESSS TO THE WORKPLACE

The Employer shall refuse access to immigration enforcement agencies and their representatives, including the Department of Homeland Security (DHS) and Immigration and Customs Enforcement (ICE), to any non-public areas of the workplace unless they provide a judicial warrant signed by a judge or magistrate.

The Employer shall notify the Union as soon as the Employer becomes aware that the DHS or any other federal government agent appears on or near the employment premises, to enable a Union representative or attorney to protect the rights of employees.

To the extent permitted by law, the Employer shall not infringe the privacy rights of workers by revealing to any immigration agent, including DHS or ICE, any employee name, address, or other similar information. The Employer will only allow access to immigration enforcement agencies and their representatives, including the Department of Homeland Security (DHS) and Immigration and Customs Enforcement (ICE) to any non-public areas of the workplace unless the immigration agency representatives first provide a judicial warrant signed by a judge or magistrate, as required by law.

The Employer-shallwill make reasonable efforts, as soon as practicable, and to the extent not prohibited by law, to notify the Union of any immigration-related enforcement action by law enforcement or immigration officials, such as an I-9 audit, raid or detention, affecting bargaining unit members.

SECTION X2.2 INSPECTIONS AND AUDITS

The Employer shall permit inspection of I-9 Forms only after a minimum of three days written notice by the DHS or subpoena where the employee is specifically named and where the production of the I-9 Form is required; the Employer shall provide no documents, or other information about bargaining unit members, except I-9 Forms unless required by a subpoena. The inspection may not occur in a location where the DHS or other immigration officials may likely interact with bargaining unit employees.

Tentatively Agreed To:	
For the Union:	For the Employer: Mark Robinson, Market President
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Date:	Date:
10/31/2025	10/31/2025

SEIU 775 – Addus <u>WA</u> 2025-2027 Complete CBA Union Proposal 7.29.2025 <u>Addus Proposal 10.3.2025</u> <u>Union Proposal 10.3.2025 pm</u> <u>Addus Proposal 10.31.2025</u>

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SECTION X2.3 WORK AUTHORIZATION AND REVERIFICATION

The Employer shall not impose work authorization verification or reverification requirements greater than those required by law.

I-9 retention policies. The Employer will maintain employee I-9 forms in a file separate from personnel records, as required by law. The Employer will not duplicate, either by photocopy, electronically or any other method, the documents provided by the employee in connection with the I-9 process, and will not retain any copies, however obtained, in any files. The Employer will notify and bargain with the Union before implementing any change to the retention of I-9 forms, including but not limited to retention on microfilm or microfiche.

For purposes of verification or reverification, an employee continuing employment shall not be considered a new hire as provided in 8 CFR § 274a.2(b)(1)(viii).

- A worker going through the verification or reverification process shall be entitled to be represented by a Union representative. The employee shall have the right to choose which work authorization documents to present to the Employer during the verification or reverification process.
- Upon request, the Employer agrees to meet and discuss with the Union the implementation of a particular verification or reverification process.
- The Employer shall provide the employees with a reasonable opportunity of not less than two weeks to present other documents as listed on Form I-9 to establish their employment authorization when DHS notifies the Employer that certain employees do not appear to be authorized for continued employment.
- Nothing in this provision shall be interpreted to limit the employee's rights to continued employment under the "receipt rule," which grants employees ninety (90) days to present to the company a replacement document of a previously issued but expired employment authorization.

SECTION X2.4 SSA NO-MATCH LETTERS OR OTHER NO-MATCHES

Except as required by law, a Social Security Administration "no-match" letter, a phone or computer verification of a no-match, or an IRS no-match shall not constitute a basis for taking any adverse employment action against an employee, for requiring an employee to correct the no-match, or for re-verifying the employee's work authorization. Upon receipt of a no-match

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Tentatively Agreed To:	
For the Union:	For the Employer:
	Mark Robinson, Market President
Date:	Date:
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<u>letter</u>, the Employer shall notify the employee and provide the employee and Union with a copy of the letter.

The Employer will not contact DHS, the SSA, or any other governmental agency after receiving notice of a "no match" from the IRS.

SECTION X2.5 CHANGE IN NAME OR SOCIAL SECURITY NUMBER

Except as prohibited by law, when an employee presents evidence of a change in name, social security number, or updated work authorization documents, the Employer shall modify its records to reflect such change and the employee's seniority will not be affected. Such change shall not constitute a basis for adverse employment action, notwithstanding any information or documents provided at the time of hire.

SECTION X2.6 PARTICIPATION IN E-VERIFY AND SIMILAR PROGRAMS

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

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

- Provide the Union a copy of its E-Verify of other Memorandum of Agreement with the relevant government agency;
- Not use E-Verify except for new hires, unless required by law. For purposes of federal E-Verify, an employee shall not be considered a new hire as provided in 8 CFR § 274a.2(b)(1)(viii);
- Not misuse E-Verify, including but not limited to verifying employment status before making an offer of employment and before hire; and
- <u>Provide copies of "tentative non-confirmation" notices, and any other relevant information, to affected employees.</u>

SECTION X2.7 WORK AUTHORIZATIONS ISSUES

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

 ${\it The \ Union \ reserves \ the \ right \ to \ add \ to, \ modify \ or \ with draw \ this \ proposal.}}$

For the Employer:
Mark Robinson, Market President
Date:
10/31/2025

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- the specific document or documents that are deemed to be deficient and why the document or documents are deemed deficient;
- what steps the worker must take to correct the matter;
- the employee's right to have a Union representative present during the verification or reverification process and;
- any rights which the worker may have in connection with the verification or reverification process under this Article.

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

SECTION X2.8 IMMIGRATION-RELATED LEAVE

The Employer shall not penalize an employee for an absence related to attendance of any immigration-related appointment, interview, or proceeding. Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend such immigration-related matters for the employee only.

If an extended leave of absence is necessary, the Employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within 24 months of commencement of an extended absence. The Employer may require documentation of appearance at such proceedings.

SECTION X2.9 MANAGEMENT TRAINING SECTION X2.9 STAFF BRIEFING

The Employer shall train all managers and supervisors on the requirements of this Article within 15 days of its execution, and thereafter within 1 month of hiring any new manager or supervisor. The Employer agrees to provide a handout prepared by the Union summarizing requirements set forth in this article, to all managers and supervisors.

The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:	
For the Union:	For the Employer: Mark Robinson, Market President
Date: μ	Date: 10/31/2025

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ARTICLE 37: TERM OF AGREEMENT

This Agreement shall be effective immediately and shall remain in full force and effect through June 30, 20252027, unless disapproved by a membership vote held within one hundred and twenty (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.

Tentatively Agreed To: For the Union:	For the Employer: Mark Robinson
Date: μ	Date: 10/31/2025
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APPENDIX A: WAGE SCALES

Year 1

Cumulative Career Hours				
0-2000	\$22.57	\$22.82	\$22.68	\$22.93
2001 - 4000	\$22.75	\$23.00	\$22.86	\$23.11
4001 - 6000	\$22.92	\$23.17	\$23.03	\$23.28
6001 - 8000	\$23.13	\$23.38	\$23.25	\$23.50
8001 - 10000	\$23.35	\$23.60	\$23.47	\$23.72
10001 - 12000	\$23.65	\$23.90	\$23.77	\$24.02
12001 - 14000	\$23.97	\$24.22	\$24.09	\$24.34
14001 - 16000	\$24.74	\$24.99	\$24.86	\$25.11
16001 - 20000	\$25.02	\$25.27	\$25.14	\$25.39
20001 - 24000	\$25.36	\$25.61	\$25.49	\$25.74
24001 - 40000	\$25.62	\$25.87	\$25.75	\$26.00
40000 +	\$26.14	\$26.39	\$26.38	\$26.63

Tentatively Agr	eed To:	
For the Union:	Lower	For the Employer: Mark Robinson, Market President
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Year 2:

Cumulative Career Hours	July 1, 2026- December 31, 2026 (Base)	July 1, 2026- December 31, 2026 (W/HCA Dif)	January 1, 2027- June 30 2027 (Base)	January 1, 2027- June 30 2027 (W/HCA Dif)
0-2000	\$23.59	\$23.84	\$23.73	\$23.98
2001 - 4000	\$23.78	\$24.03	\$23.92	\$24.17
4001 - 6000	\$23.96	\$24.21	\$24.10	\$24.35
6001 - 8000	\$24.18	\$24.43	\$24.32	\$24.57
8001 - 10000	\$24.41	\$24.66	\$24.56	\$24.81
10001 - 12000	\$24.73	\$24.98	\$24.88	\$25.13
12001 - 14000	\$25.06	\$25.31	\$25.21	\$25.46
14001 - 16000	\$25.86	\$26.11	\$26.01	\$26.26
16001 - 20000	\$26.15	\$26.40	\$26.31	\$26.56

Tentatively Agreed To:	
For the Union:	For the Employer:
For the Union:	Mark Robinson, Market President
Date:	Date:
10.06.2025	10/6/2025

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20001 - 24000	\$26.52	\$26.77	\$26.68	\$26.93
24001 - 40000	\$26.79	\$27.04	\$26.95	\$27.20
40000 +	\$27.33	\$27.58	\$27.49	\$27.74

			=	Contract Year 1	=	Contract Year 2	=
Tion	Lifet	imo Hours		7/1/2025	1/1/2024	7/1/2026	1/1/2027
Tier	Litet	ime Hours		7/1/2025	<u>1/1/2026</u>	7/1/2026	1/1/2027
<u>1</u>	<u>-</u>	<u>-</u> 2,000		22.52	22.63	23.54	23.68
2	2,001	- 4 ,000		22.62	22.75	23.70	23.84
3	4,001	- 6 ,000		22.79	22.92	23.88	24.02
4	6,001	- 8 ,000		23.00	23.14	24.11	24.24
-	0,001			23.00	23.11	21.11	21,21
<u>5</u>	8,001	<u>- 10,000</u>		23.22	23.36	24.33	24.48
<u>6</u>	10,001	- 12,000		23.52	23.66	24.65	24.80
<u>7</u>	12,001	- 14,000		23.84	23.98	24.98	25.13

Tentatively Agreed To:	
For the Union:	For the Employer:
Lower To	For the Employer: <i>Mark Robinson, Market President</i>
Date:	Date:
10.06.2025	10/6/2025

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<u>8</u>	14,001	-	16,000
9	16,001	_	20,000
<u>10</u>	20,001	_	24,000
11	24,001	_	40,000
12	40,001	+	_

24.61	24.75	25.78	25.93
24.89	25.03	26.06	26.23
25.26	25.38	26.44	26.60
25.57	25.64	26.71	26.87
26.09	26.31	27.28	27.44

Year 1.

Cumulative	July 1, 2025 -	July 1, 2025 -	January 1, 2026 -	January 1, 2026 -
Career Hours	December 31,	December 31,	June 30, 2026	
	2025 (Base)	2025 (W/HCA Dif)	(Base)	
0-2000	\$22.52	\$22.77	\$22.63	\$22.88
2001 - 4000	\$22.70	\$22.95	\$22.81	\$23.06
4001 - 6000	\$22.87	\$23.12	\$22.98	\$23.23
6001 - 8000	\$23.08	\$23.33	\$23.20	\$23.45
8001 - 10000	\$23.30	\$23.55	\$23.42	\$23.67
10001 - 12000	\$23.60	\$23.85	\$23.72	\$23.97

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12001 - 14000	\$23.92	\$24.17	\$24.04	\$24.29
14001 - 16000	\$24.69	\$24.94	\$24.81	\$25.06
16001 - 20000	\$24.97	\$25.22	\$25.09	\$25.34
20001 - 24000	\$25.31	\$25.56	\$25.44	\$25.69
24001 - 40000	\$25.57	\$25.82	\$25.70	\$25.95
40000 +	\$26.09	\$26.34	\$26.22	\$26.57

Year 2.

Cumulative Career Hours	July 1, 2026 December 31, 2026 (Base)	July 1, 2026- December 31, 2026 (W/HCA Dif)	January 1, 2027- June 30 2027 (Base)	January 1, 2027- June 30 2027 (W/HCA Dif)
0-2000	\$23.59	\$23.84	\$23.73	\$23.98
2001 - 4000	\$23.78	\$24.03	\$23.92	\$24.17
4001 - 6000	\$23.96	\$24.21	\$24.10	\$24.35
6001 - 8000	\$24.18	\$24.43	\$24.32	\$24.57

Tentatively Agreed To:	
For the Union:	For the Employer: Mark Robinson, Market President
	Mark Robinson, Market President
Date:	Date:
10.06.2025	10/6/2025

2025-2027 – Complete CBA

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8001 - 10000	\$24.41	\$24.66	\$24.56	\$24.81
10001 - 12000	\$24.73	\$24.98	\$24.88	\$25.13
12001 - 14000	\$25.06	\$25.31	\$25.21	\$25.46
14001 - 16000	\$25.86	\$26.11	\$26.01	\$26.26
16001 - 20000	\$26.15	\$26.40	\$26.31	\$26.56
20001 - 24000	\$26.52	\$26.77	\$26.68	\$26.93
24001 - 40000	\$26.79	\$27.04	\$26.95	\$27.20
40000 +	\$27.33	\$27.58	\$27.49	\$27.74

Tier	Lifetime Hours w/Addus	-	7/1/2025	1/1/2026	7/1/2026	1/1/2027
1	θ	2000	\$ 22.52	\$ 22.63	\$ 23.54	\$ 23.68
2	2001	4000	\$ 22.70	\$ 22.79	\$ 23.68	\$ 23.82
3	4001	6000	\$ 22.87	\$ 22.96	\$ 23.86	\$ 24.00
4	6001	8000	\$ 23.08	\$ 23.18	\$ 24.08	\$ 24.22

Tentatively Agreed To: For the Union:	For the Employer;
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Date:	Date:
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5	8001	10000	\$ 23.30	\$ 23.40	\$ 24.31	\$ 24.46
6	10001	12000	\$ 23.60	\$ 23.70	\$ 24.63	\$ 24.78
7	12001	14000	\$ 23.92	\$ 24.02	\$ 24.96	\$ 25.11
8	14001	16000	\$ 24.69	\$ 24.79	\$ 25.76	\$ 25.91
9	16001	20000	\$ 24.97	\$ 25.07	\$ 26.05	\$ 26.21
10	20001	24000	\$ 25.31	\$ 25.42	\$ 26.42	\$ 26.58
11	24001	40000	\$ 25.57	\$ 25.68	\$ 26.69	\$ 26.85
				\$		
12	40001	_	\$ 26.09	26.31 22	\$ 27.23	\$ 27.39

- <u>Cumulative Career Hours</u>	Year 1		Year 2	
Step	1st Half	2nd Half	1st Half	2nd Half
0-700	\$22.52	\$22.63	\$23.57	\$23.71
701-2000	\$22.52	\$22.63	\$23.57	\$23.71
2001 - 4000	\$22.70	\$22.81	\$23.76	\$23.90

Tentatively Agreed To:	
For the Union:	For the Employer:
Date: 10.06.2025	Mark Robinson, Market President Date:10/6/2025

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4001 - 6000	\$22.87	\$22.98	\$23.94	\$24.08
6001 - 8000	\$23.08	\$23.20	\$24.16	\$24.30
8001 - 10000	\$23.30	\$23.42	\$24.39	\$24.54
10001 - 12000	\$23.60	\$23.72	\$24.71	\$24.86
12001 - 14000	\$23.92	\$24.04	\$25.04	\$25.19
14001 - 16000	\$24.69	\$24.81	\$25.8 4	\$25.99
16001 - 20000	\$24.97	\$25.09	\$26.13	\$26.29
20001 - 24000	\$25.31	\$25.44	\$26.50	\$26.66
24001 - 40000	\$ 25.57	\$25.70	\$26.77	\$26.93
40000 +	\$26.09	\$26.22	\$27.31	\$27.47

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Date: Date:	
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<u>Tier</u>	<u>Lifetime Hours</u>			7/1/2025	1/1/2026	7/1/2026	1/1/2027
<u>1</u>	_	_	2,000	22.52	22.63	23.56	23.70
<u>2</u>	<u>2,001</u>	_	4,000	22.70	22.81	23.75	23.89
<u>3</u>	<u>4,001</u>	<u>-</u>	6,000	22.87	22.98	23.93	24.07
<u>4</u>	<u>6,001</u>	<u>-</u>	<u>8,000</u>	23.08	23.20	24.15	24.29
<u>5</u>	<u>8,001</u>	_	10,000	23.30	23.42	24.38	24.53
<u>6</u>	10,001	_	12,000	23.60	23.72	24.70	24.85
<u>7</u>	12,001	_	14,000	23.92	24.04	<u>25.03</u>	25.18
<u>8</u>	14,001	_	16,000	24.69	24.81	25.83	25.98
<u>9</u>	16,001	_	20,000	24.97	25.09	26.12	26.28

Tentatively Agreed To:	
For the Union:	For the Employer: Mark Robinson, Market President
Date: 10.06.2025	Date: _{10/6/2025}

2025-2027 – Complete CBA

Union Proposal V01-2025 07 16

Addus Proposal 8.6.2025 10:30AM

Union Proposal V02 8.7.2025

Addus Proposal 9.19.2025 AM

Union Proposal 9.19.2025 PM

Addus Proposal 10.6.2025

<u>10</u>	20,001	<u>- 24,0</u>	25.31	<u>25.44</u>	26.49	26.65
<u>11</u>	24,001	<u>-</u> 40,0	25.57	25.70	26.76	26.92
<u>12</u>	40,001	<u>+</u> _	26.09	<u>26.33_22</u>	27.30	27.46

Tentatively Agreed To:	
For the Union:	For the Employer: Mark Robinson, Market President
Date:	Date:
10.06.2025	10/6/2025