

SECTION 29.2 TRAINING DIFFERENTIALS

Certification differential: home care aides who hold and submit a valid certified nurses assistant license (or an equivalent or greater medical license), shall receive a twenty-five cent (\$0.25) per hour differential for each hour they are paid.

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Advanced training differential: employees who complete advanced training to meet apprenticeship standards beyond the training required to receive a valid “home care aide” certification (as set forth in training partnership curriculum) shall be paid an additional ~~twenty five~~ twenty five cents (~~\$0.25~~5025) per hour differential in addition to his/her regular hourly wage rate. To be limited to 90 workers statewide.

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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 ~~seventy five cents~~ one dollar (~~\$0.75~~1.00) per hour differential in addition to his/her regular hourly wage rate, and in addition to any other differentials or adjustments, for each hour that he or she works as a mentor, preceptor or trainer.

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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 ~~one two~~ (12) hour.

SECTION 29.4 EVENING AND WEEKEND DIFFERENTIAL

Employees shall be paid ~~forty fifty~~ forty cents (~~\$0.40~~5040) 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 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 ½) times their regular hourly rate of pay. Paid leave time shall not be considered time worked for the purposes of this section.

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

<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
_____	<i>Mark Robinson, Market President</i>
Date:	Date:
_____	<u>1/4/2024</u>

SECTION 29.6 NURSE DELEGATION

Upon ratification of this agreement, A nurse delegated caregivers who serve clients with requirements for nurse delegated care shall be paid an additional ~~twenty-fourty~~ thirty-five cents (\$0.~~20~~40~~35~~) per hour, in addition to his/her rate of pay for shifts requiring delegated tasks.

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.

29.7.1 GRANDFATHERED EMPLOYEES CURRENTLY RECEIVING THE DIFFERENTIAL

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

SECTION 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.

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Date:	Date:
_____	<u>1/4/2024</u>

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~~Union Proposal – Oct 25 2023~~ [Addus Proposal 12.14.2023](#)

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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For the Union:

Date:

For the Employer:

Mark Robinson, Market President

Date:

1/4/2024

ARTICLE 29: WAGES AND PREMIUMS

Step	YEAR 1		YEAR 2	
	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, 2023~~±~~, all bargaining unit employees shall be placed on the above scale according to the employee’s cumulative career hours (CCH) with Addus. 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 90 days shall receive a one time ratification bonus of four hundred and fifty dollars (\$450.00) to be paid the first full pay period after ratification. The ratification bonus amount is listed below:

CCH Hours with Addus

<u>0</u>	<u>2000</u>	<u>\$ 250.00</u>
<u>2001</u>	<u>4000</u>	<u>\$ 250.00</u>
<u>4001</u>	<u>6000</u>	<u>\$ 275.00</u>
<u>6001</u>	<u>8000</u>	<u>\$ 275.00</u>
<u>8001</u>	<u>10000</u>	<u>\$ 300.00</u>
<u>10001</u>	<u>12000</u>	<u>\$ 300.00</u>
<u>12001</u>	<u>14000</u>	<u>\$ 375.00</u>
<u>14001</u>	<u>16000</u>	<u>\$ 375.00</u>

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Date: 1/04/24	Date: 1/4/2024

SEIU 775 – Addus (Washington)

2023 CBA Negotiations

~~Union Proposal — 12.14.23~~ Addus Proposal 1.2.2024

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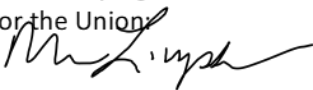
<u>16001</u>	<u>20000</u>	<u>\$ 450.00</u>
<u>20001</u>	<u>24000</u>	<u>\$ 450.00</u>
<u>24,001+</u>	<u>-</u>	<u>\$ 450.00</u>

~~*The Employer agrees to be in full compliance with the Seattle minimum wage ordinance, or any other local minimum wage ordinances that may be enacted during this agreement~~

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Tentatively Agreed To:

For the Union:



Date:

1/04/24

For the Employer:

Mark Robinson, Market President

Date:

1/4/2024

ARTICLE 33: PAID TIME OFF

SECTION 33.1 ACCRUAL

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

~~Effective July 1, 2021~~ Effective at ratification, employees shall accrue one (1) hour for every twenty-four~~three (25243)~~ hours worked. ~~Effective July 1, 2024~~ January 1 2025, employees shall begin to accrue one (1) hour of PTO for every twenty-three (230) worked. PTO hours shall cap at one-hundred twenty-five (125) hours. PTO may be used for paid time off for vacation or sick leave, or may be cashed out annually at one hundred percent (100%) its value. Employees shall accrue, but not be able to use, paid time off during their probationary period.

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

SECTION 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.

SECTION 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 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.

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_____	<u>1/4/2024</u>

SECTION 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.

SECTION 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.

SECTION 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/his normal schedule.

SECTION 33.7 BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave (PTO or unpaid) to discharge the customary obligations arising from the death in the immediate family 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

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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.

SECTION 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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Date:	Date:
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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.

~~Effective July 1st, 2021, at ratification of this agreement, At ratification, E~~employees will be reimbursed for mileage at the IRS reimbursement less \$0.~~10 05~~10. Commencing on July 1st, 2024 employees shall be reimbursed for mileage at the IRS reimbursement less \$0.05.

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The mileage rate shall be increased or decreased based on the increases or decreases provided to home care agencies as stated in DSHS management bulletins and adjusted for Addus statewide aggregated actual mileage utilization for the immediate previous six (6) month period. The Employer reserves the right to use ~~Mapquest~~, Google Maps, Apple Maps or another distant tracking software or Rand McNally software to determine miles between assignments in instances where a significant variance in travel reimbursement claims are identified by the Employer and to encourage efficiency and reduce gas consumption.

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

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

SECTION 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.

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Date:	Date:
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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.

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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For the Union:

For the Employer:

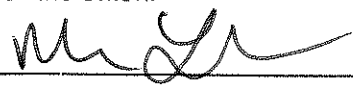
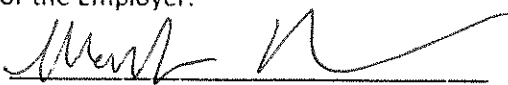
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ARTICLE 11: NO STRIKE OR LOCKOUT

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

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<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
	
Date:	Date:
<u>6/22/2023</u>	<u>6/22/2023</u>

ARTICLE 24: SENIORITY

SECTION 24.1 GENERAL

Employees completing the probationary period shall be credited with seniority retroactive to date of hire. Seniority shall be defined as the length of service within the bargaining unit from date of hire. Seniority shall be used as specified in this agreement.

SECTION 24.2 TERMINATION

Seniority status shall be eliminated for discharge for just cause, voluntarily resigning, or failing to return to work after recall in accordance with the provision of Section 5 of this article. ~~In the event of a voluntary resignation, if an employee chooses to return to work for the Employer within a three-month period, the Employer shall, credit the employee with their previous seniority. In cases of a voluntary resignation, the Employer at its sole discretion may choose to re-hire an employee at previous tenure.~~

SECTION 24.3 WORK ASSIGNMENTS

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

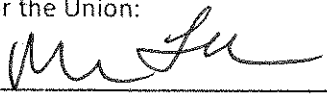

It is further understood that, due to language requirements, skill requirement and/or “consumer preference,” the Employer may bypass a senior employee who, by virtue of seniority would be given a particular client assignment. In such cases, the assignment will be given to the most senior available employee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

SECTION 24.4 LAYOFFS

A layoff is defined as a permanent reduction in the number of employees employed by the Employer in the branch or in an office. In the event of a need for a reduction in force, the employer will meet with the Union as far in advance as possible to identify the reasons requiring the reduction and the number of employees affected.

If layoffs are required, the least senior employee(s) in a branch office shall be laid off first provided that those employees remaining on the job in that branch office are qualified to perform the work remaining, and provided further that the Employer is not required to reassign an employee to a work assignment requiring more than an hour additional travel time (by auto) between clients. The Employer agrees to provide fourteen (14) days’ notice of layoff to affected employees or pay in lieu of.

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For the Union:	For the Employer:
	
Date:	Date:
<u>8/16/23</u>	<u>8/16/2023</u>

ARTICLE 12: DISCIPLINE AND DISCHARGE

SECTION 12.1 JUST CAUSE AND DISCIPLINE

The Employer shall not have the right to discipline employees and to 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.


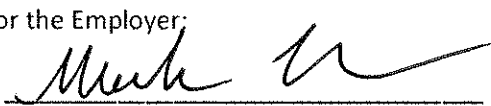
The Employers current practice is that after twelve (12) consecutive months without like incident that results in discipline, the Employee may request to have the discipline removed from their file. It is up to the Employee or Union Representative/Advocate to request such discipline be removed. If the 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.

If the Employer Addus disciplines an employee, the Employer Addus will make commercially reasonable efforts to discipline the employee in private and in a manner that is not intended to embarrass the employee before other employees, clients, or the public.

SECTION 12.2 WRITTEN WARNING/SUSPENSION

If an employee speaks a language other than English, they may request interpretation from the SEIU Member Resource Center 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 interpretation. In any case where an employee is the subject of a written formal warning or suspension, the Employer will notify the employee of the employees’ option to be presented with the warning in a face to face meeting, video call or conference call, and to have a Union representative present at the meeting or participate in the conference/video call when it is scheduled. If a Union representative is desired, it is the responsibility of the employee to notify the Union and arrange representation. Prior to commencing delivery of the written formal warning or suspension at the scheduled meeting, the employee will be given a form to confirm that the employee has been offered the option to have a union representative present. The confirmation will be attached to the written

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For the Union:  _____	For the Employer:  _____
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formal warning or suspension as part of the 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.

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.



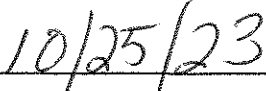
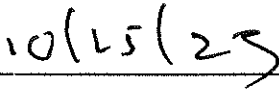
SECTION 12.5 EMPLOYER RULES

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.

SECTION 12.6 EMPLOYEE CONFERENCES

Employees shall be notified by the Employer of their right to request Union representation at the beginning of any disciplinary meeting or disciplinary investigation, either in person or by phone. When the Employer requests a written statement as part of a disciplinary investigation in lieu of a meeting, the Employer shall notify the employee of their right to consult their Union representative prior to

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For the Union:	For the Employer:
	
Date:	Date:
	

submission of the statement. If the employee declines the assistance of a Union representative, the employee shall decline by signing a waiver form.

If an employee makes such a request, the Employer agrees to make time available when the participating Union advocate and employee are not assigned to work. The Employer agrees to compensate the employee and the advocate for time involved in disciplinary/investigatory meetings. After four reasonable and documented attempts to set up a meeting time with the participating steward, the meeting will be proceed on the date proposed in the fourth attempt regardless of the availability of the advocate.

SECTION 12.7 PERSONNEL FILES

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

12.8 APS INVESTIGATIONS/SUSPENSIONS

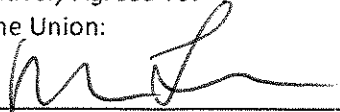

In the event Adult Protective Services (APS) initiates an investigation, to the extent permissible by law and depending on the nature of the investigation or surrounding circumstances, the Employer may at its sole discretion keep the employee actively working with other clients that are not part of the 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.

12.9 ADMINISTRATIVE LEAVE

An employee may be placed on administrative leave, removed from client services or be reassigned while an investigation is being conducted; if the Employer determines the nature of the allegations

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Date: <u>10/25/23</u>	Date: <u>10/25/2023</u>

require the employee to be placed on leave or removed from client services and/or if an outside agency investigation requires that the employee be removed from client services. In cases of alleged client abuse or neglect, the employee may be reassigned only with the employee's consent; otherwise, administrative leave will be used. The Employer shall not be required to reassign such employees until the conclusion of the Employer's investigation. In cases where an outside agency is investigating allegations of abuse, neglect or serious employee misconduct, it shall be the responsibility of the employee to inform the Employer when such time as they have been made aware by the outside agency that the investigation has been completed and the outcome of such investigation

An Employee placed on Administrative Leave or any other mandatory leave or suspension where the employee is not at fault, and who is subsequently exonerated and/or reinstated, shall receive back compensation at the employee's regular rate, reduced by the amount of unemployment insurance benefits received by the employee and any leave without pay utilized by the employee during the term of their suspension.

To be eligible for back compensation, the employee shall be required to apply for unemployment insurance benefits and shall provide to the Employer documentation from the unemployment agency showing payments received by the Employee during the administrative leave. The employee shall be notified by the employer of this requirement in writing at the time of the suspension. This notice shall be in the employee's language of choice. Any back compensation received by the employee will be determined based on the average number of hours worked per week by the employee for the preceding ninety (90) days prior to placement of the employee on Administrative Leave and will only be determined after resolution of the unemployment insurance administrative process. If it is determined that the employee is to be discharged based on the allegations, the Employer will not be required to pay any back compensation. If the suspension and reinstatement is less than ten (10) business days, employees will receive back compensation at their regular rate of pay.

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

Tentatively Agreed To:

For the Union:



Date:

10/25/23

For the Employer:



Date:


10/25/2023


Addus-SEIU 775
Addus Proposal
August 16, 2023

ARTICLE 36: ELECTRONIC VISIT VERIFICATION (EVV)

Under the Federal 21st Century Cures Act and State mandate, the The Employer is required to will use an electronic visit verification (EVV) system. , either through state or federal regulation or of its own volition. Use of EVV is required and replaces or other electronic system would be an alternative to the use of paper timesheets, travel/mileage documentation and other employee paper documentation.

The parties agree to meet in the Labor Management Committee to review its impact and identify areas potentially need improvement after implementation.


for the
Union
10/25/23


For Employer
10/25/23

ARTICLE 30: WORKFORCE TRAINING, TESTING AND CERTIFICATION

SECTION 30.2 TRAINING PARTNERSHIP

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

The Training Partnership will possess the capacity to provide training, peer mentoring, workforce development and other services to home care aides. The Employer shall be a participating employer in the SEIU Northwest Training a Partnership (“Partnership”) during the complete life of this Agreement, and any extension thereof.

There shall also 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. The benefits shall also be administered by the Training Partnership.

SECTION 30.3 CONTRIBUTIONS

30.3.1 TRAINING PARTNERSHIP

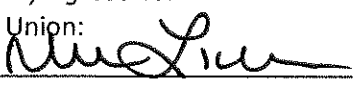
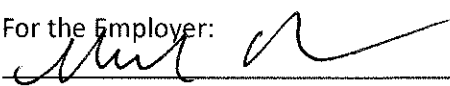
The hourly contribution to the Training Partnership (“Partnership”) for training and certification and testing fees shall be no less than the hourly training and certification contribution rate to the Partnership established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked (hereinafter the “Training Partnership Rate”). If the Training Partnership Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this section.

30.3.2 MEDICAID-FUNDED HOURS WORKED

Effective July 1, ~~2021~~2023, the Employer shall contribute the Training Partnership Rate or forty-three ~~nine~~ and one-half cents (\$0.435495), whichever is higher, 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 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, the Employer shall contribute the Training Partnership Rate or forty-eight and one-half cents (\$0.485), whichever is higher, 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.

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

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date:	Date:
10/26/23	10/26/2023

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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, 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.

30.3.3 NON-MEDICAID-FUNDED HOURS WORKED

Effective July 1, ~~2021~~2023, the Employer shall contribute the Training Partnership Rate or forty-three and one-half cents (\$0.435495), ~~whichever is higher,~~ 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.


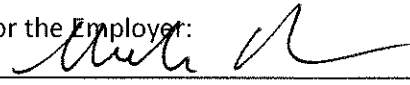

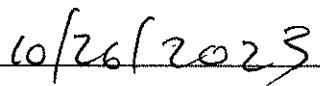
Effective July 1, 2024, the Employer shall contribute the Training Partnership Rate or forty-eight and one-half cents (\$0.485), whichever is higher, to the Partnership for each Non-Medicaid-Funded Hour worked of which two and one-half cents (\$0.025) can be used to support the certification and testing 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.

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

SECTION 30.4 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 Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date:	Date:
	

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ARTICLE 31: COMPREHENSIVE HEALTH AND WELFARE 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 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 and follow-up to secure required applications/documentations, dis-enrolling ineligible workers, providing COBRA notifications and follow-up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and dis-enroll ineligible workers.

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

The Employer shall provide information on the Trust’s benefits to all employees during the on-boarding process.

SECTION 31.3 CONTRIBUTIONS


31.3.1 HOURLY CONTRIBUTION RATE


The Employer’s hourly contribution rate shall be the hourly contribution rate established by the ~~State of Washington pursuant to the~~ Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked (hereinafter the “Healthcare Rate”). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating Section 30.2.

Contributions for health and safety benefit as described in Sections A and B below will be paid to the SEIU Healthcare 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.

31.3.2 MEDICAID-FUNDED HOURS WORKED

Effective July 1, ~~2021~~2023, the Employer shall contribute the Healthcare Rate or ~~three dollars and seventy-nine cents (\$3.79)~~ four dollars and thirteen cents (\$4.13), whichever is higher, 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, excluding vacation hours, paid-time off hours, and training hours. ~~Consumer participation~~


10/26/23


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~~hours shall also be excluded for contribution purposes. Consumer participation hours shall also be excluded for contribution purposes.~~

Effective July 1, ~~2022~~2024, the Employer shall contribute the Healthcare Rate or ~~three dollars and ninety-eight cents (\$3.98)~~ five dollars and twenty-two cents (\$5.22), whichever is higher, 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.

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

31.3.3 NON-MEDICAID-FUNDED HOURS WORKED

Effective July 1, ~~2021~~2023, the Employer shall contribute the Healthcare Rate or ~~three dollars and seventy-nine cents (\$3.79)~~ four dollars and thirteen cents (\$4.13), whichever is higher 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.

Effective July 1, ~~2022~~2024, the Employer shall contribute the Healthcare Rate or ~~three dollars and ninety-eight cents (\$3.98)~~ five dollars and twenty-two cents (\$5.22), whichever is higher, 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 ~~39.2~~ shall be paid periodically as required by the Trust.

SECTION 31.4 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 required 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.

31.5 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.

31.6 TRUST AGREEMENT

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10/26/2023

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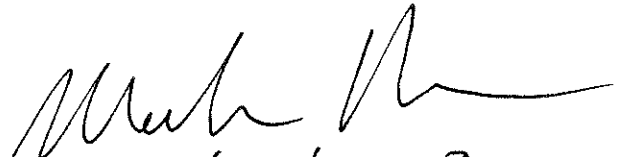
Union Proposal Counter 10.25.23†

The Employer and the Union 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 31.7 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.


10/26/23


10/26/2023

ARTICLE 28.1: 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 ~~employee~~ employer in the Retirement Trust during the complete life of this Agreement, and any extension thereof.

SECTION 28.2 CONTRIBUTIONS TO RETIREMENT TRUST

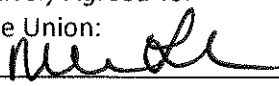
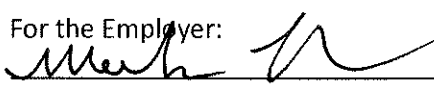
The Employer’s hourly contribution rate to the Retirement Trust shall be the hourly contribution rate, established by ~~the State of Washington pursuant to~~ the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the “Retirement Rate”). If the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

Medicaid-Funded Hours Worked

Effective July 1, ~~2021~~ 2023, 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 (\$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), whichever is higher,~~ to the Retirement Trust 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 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.

Effective July 1, 2024, 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 twenty cents (\$1.20) 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 one (701) cumulative career hours. Medicaid-Funded Hour(s) worked shall be defined as all hours

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

Tentatively Agreed To:	
For the Union: 	For the Employer: 
Date: <u>10/26/2022</u>	Date: <u>10/26/2023</u>

SEIU 775 – Addus WA
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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.

Non-Medicaid-Funded Hours Worked

Effective July 1, 20212023, the Employer shall contribute the Retirement RateRate 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 (\$1.00) per Non-Medicaid Funded Hour worked by all home care workers covered by this
Agreement, (ii) with six thousand and one (6001) or more cumulative career hours eighty cents
(\$0.80), whichever is higher, to the Trust 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 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, 2024, 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 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 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.

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

Contributions required by this Section 21.2 shall be paid periodically as required by the Trust.

SECTION 21.3 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

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

Tentatively Agreed To:

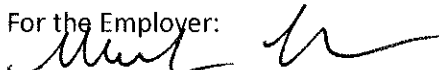
For the Union:



Date:

10/26/2023

For the Employer:



Date:

10/26/2023

SECTION 8.3.3 Home Care Advocacy Day:

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



Home care advocacy days are for the general purpose of public action and advocacy to any state or federal government, legislature or congress on issues related to home care or home health services and other mutually beneficial legislation.

~~The Union shall designate in writing to the Employer the employees requesting such leave at least fourteen (14) calendar days in advance, except in emergency situations with the agreement of both parties.~~ Bargaining unit employees shall inform the Employer their intent to attend an advocacy 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 promptly with the Union concerning any difficulties in granting leave requests. The Employer shall promptly 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 day has been granted or denied.

Employees on paid leave for home care advocacy 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 days, to verify attendance for the Employer's purpose of paying leave. In addition, employees are required to submit a timesheet to Addus in order to be paid for home care advocacy 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 paid leave.

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

<i>Tentatively Agreed To:</i>	
For the Union:	For the Employer:
	
Date:	Date:
<u>10/26/23</u>	<u>10/26/2023</u>

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.

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 the Employer before the employee takes leave to accept such office or position, or before such employee returns to work. Such leave of absence shall be without pay 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 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.

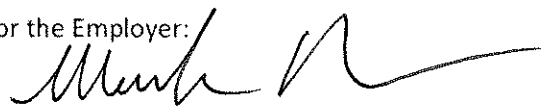
The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:



For the Employer:



Date:

26/23

10/26/2023