Collective Bargaining Agreement

between

SEIU 775

and

Addus Montana

Effective June 30,2025 to June 30, 2027

Contents

ARTICLE 01: STATEMENT OF PURPOSE

SEIU 775 and Addus Healthcare agree that working together to maximize public reimbursement and identifying training and skill development opportunities are objectives for the Union and the Company. This collaborative approach will enhance the quality and consistency of the services provided to consumers and will improve working conditions for people who provide personal care services.

ARTICLE 2: RECOGNITION

Addus Healthcare, (“Employer”) and its successors and assigns, hereby recognizes and acknowledges that SEIU Local 775 (“Union”) affiliated with the Service Employees International Union is the exclusive collective bargaining agent for all its direct service employees in the historical bargaining unit in which SEIU was chosen to represent Addus direct care employees in the Employer branches in Kalispell, Libby, and Missoula, Montana, herein referred to as “employees,” excepting all guards as defined in Section 9(b)(3) of the National Labor Relations Act (NLRA) and supervisors, coordinators, clericals, managers, professionals, and executives as defined under the NLRA.

The classification of employees to which the agreement is directed includes employees providing direct care services including personal care and other activities of daily living support to individuals enrolled and authorized for care under any publicly funded program. Publicly funded programs include services funded through Medicaid, Medicaid Managed Care, State, County or Municipal Funds, Federal funding such as the Veteran’s Administration or the Older Americans Act. Employees who have exclusively private paying clients are not considered part of the bargaining unit. Employees who have both private paying and publicly funded clients are considered part of the bargaining unit. In circumstances where direct care employees who are current members of the bargaining unit are currently providing or are requested to provide care to a consumer whose care is not financed through any of the publicly funded programs described above, the terms of this agreement shall apply to such work. Locations providing exclusively non-publicly funded services are not included in the bargaining unit.

ARTICLE 3: SCOPE OF AGREEMENT

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

ARTICLE 4: UNION SECURITY

SECTION 4.1 UNION MEMBERSHIP

Except where prohibited by law, each 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 the appropriate Union 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:

- Location name
- Employee ID
- Employee Last Name
- Preferred LastName
- Employee First Name
- Preferred First Name
- Employee Middle Name
- Preferred Pronouns
- Social Security Number (SSN)
- Date of Birth
- Gender
- Preferred Language
- Address Type (Mailing, Physical)
- Address 1
- Address 2
- City
- State
- Zip

- Address Last Updated
- Home Phone Number (all phone numbers shall conform to the ‘(xxx) xxx-xxxx’ format)
- Personal Cell Phone Number (all phone numbers shall conform to the ‘(xxx) xxx-xxxx’ format)
- Personal Email Address
- Original Hire Date
- Most recent Hire Date
- Job Termination Date
- Termination Reason Code
- FTE Status
- Hourly Rate
- Check Detail Pay Date
- Gross Pay
- Dues Assessable Pay
- Union Dues
- COPE Deduction
- Other Fees (UCA, SPECASS, ISSUES)
- Total Dues
- YTD Hours Worked
- YTD Gross Pay
- YTD Union Dues,
- YTD COPE
- YTD Other Fees
- Overtime Hours
- Mileage Amount (number of miles)
- Differential Rate (if applicable), Excluding Certification Differential
- Paid Time Off
- Paid Time Off Hours Balance

The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. The formatting of the Roster and Deduction report and file naming convention shall conform to 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 individual Union dues amounts in the Roster shall exactly match the amount of the dues 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:

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

SECTION 4.3 DUES/COPE/VOLUNTARY DEDUCTIONS

The Employer agrees to deduct from each employee's pay all authorized fees, dues, assessments, COPE contributions, and other voluntary deductions (up to four (4) total), upon receipt of a lawfully executed voluntary authorization by each employee directing the Employer to make such deductions. The Employer shall make such deductions from the employee's paycheck following receipt of such authorization, and periodically thereafter as specified on the authorization, so long as such authorization is in effect, and shall remit same to the 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.

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.

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 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 maintained as confidential by Employer: 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. Employer does not release such information to third parties, except as necessary to comply with the provision of this Agreement, for the provision of other employment benefits, to comply with a valid subpoena or other formal documentation production process, including without limitation in response to subpoenas or requests issued by a regulatory agency or court of competent jurisdiction.

SECTION 4.5 DATA MAINTENANCE

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

SECTION 4.6 MEMBERSHIP CARD

The Employer shall include a Union Membership 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 common electronic format agreed upon by the Employer and the Union. Cards collected by a Union Advocate will be shared with the Employer to make a copy for itself. 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.

ARTICLE 5: VACANCIES

When a bargaining unit position opening occurs within the Employer, each employee will have the ability to review any open position at any time by accessing the Employer's internal or external career websites.

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 thirty (30) calendar days in advance and other in-service 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 UNION PRESENTATION AT NEW EMPLOYEE ORIENTATIONS

Reasonable time, but not longer than thirty (30) minutes, shall be granted for a representative of the Union to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the organization’s representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. The Employer shall give the Union ten days’ notice of any such orientation and shall provide the Union with an electronic list of expected participants at least forty-eight (48) hours prior to the orientation.

If the Union representative is an employee of Addus, the employee shall be given time off with pay for the time required to make the presentation. The Employer will provide the Union reasonable notice of the place and time of meetings for the orientation of new employees.

Upon hiring any new bargaining unit employee, the Employer shall provide the employee with a Union New Hire Packet provided by the Union.

The Employer and the Union will work together through the Labor Management Committee to determine the appropriate time for the Union presentation during the new employee orientation/in-service. The Employer will pay all newly hired employees for time spent in the Union presentation.

ARTICLE 7: EQUAL OPPORTUNITY & NONDISCRIMINATION

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, domestic partner, color, creed, physical and/or mental disability, marital or family status, national or tribal origin, ancestry, genetic information, gender, sex, sexual orientation, gender identity, pregnancy status, age, religion, creed, citizenship status, 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-HARASSMENT AND ANTI-DISCRIMINATION POLICIES

The Employer has established anti-harassment and anti-discrimination policies that are compliant with state and federal law. 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.

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 10 working 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. 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 Employer agrees to include the link in the New Employee Orientation packet.

SECTION 8.3 UNION LEAVE

Any employee elected or appointed to an office or position in 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) days’ written notice must be given to the Employer before the employee takes leave to accept such office or position, or before such employee returns to work. Such leaves of absence shall be without pay or benefits.

A leave of absence without pay shall also be granted for no more than ninety (90) days to conduct Union business provided fifteen (15) days written notice is given. Such leaves 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) 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.

SECTION 8.4 HOME CARE LOBBY DAY

The Employer agrees to grant up to twenty percent (20%) of bargaining unit Employees, 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.

The Employer agrees that in cases where the 20% allotment is unmet, employees participating in Lobby Day may request additional paid leave days for advocacy work or to account for travel time for such advocacy work. Such requests are subject to client and staffing needs but shall not be unreasonably denied by the Employer.

Lobby 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, as agreed to by both Parties in advance.

Bargaining unit employees shall inform the Employer of their intent to attend a Lobby Day by following the Employer 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 promptly provide written notification to the employee indicating whether approval for Lobby Day has been granted or denied.

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

The Union shall submit a list of those employees who attended the designated Lobby Days, to verify attendance for the Employer's purpose of paying leave.

ARTICLE 9: PROBATION

The probationary period for new employees shall consist of sixty (60) calendar days from the date of hire. Upon successful completion of the probation period, the employee shall be entitled to be added to the seniority list. The Employer may discharge a probationary employee with or without cause or advance notice.

ARTICLE 10: MANAGEMENT RIGHTS

It is mutually agreed that it is the duty and the right of the Employer to manage the facility and direct the workforce. This includes but is not limited to, the right to hire, transfer, promote, reclassify, layoff, reduce hours, set and administer work performance and disciplinary standards, and discharge employees subject to the conditions as set forth in this Agreement.

The foregoing statements of rights of Management and of the Employer functions are all-inclusive and shall not be construed in any way to exclude other functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement.

ARTICLE 11: NO STRIKE 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 during the life of this Agreement.

ARTICLE 12: DISCIPLINE AND DISCHARGE

SECTION 12.1 JUST CAUSE AND DISCIPLINE

The Employer shall not have the right to discipline or discharge employees except for just cause. Discipline shall be, in general, directed at correcting performance problems, except in situations where 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 just cause. At every step of the disciplinary process, the Employer shall provide an explanation for each action taken. The Employer's practice is that in general, twelve (12) months without any disciplinary action will result in the disciplinary action being removed from consideration. The Employer will notify the Union if extraordinary circumstances result in the Employer determining that a specific discipline will roll off at a date beyond the general rule of twelve (12) months.

If the Employer disciplines an employee, the Employer 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.

When employees are issued disciplinary actions, the discipline will include a description of the conduct that is the basis for the discipline. The Employer will strive to identify specific corrective action(s) the employee must take to improve their performance.

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. 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 or video/conference call, and to have a Union representative present at the meeting or participate in the video/conference 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 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 5 business 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 interviews are 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 the Employer's company website. The Employer will advise the Union of any proposed changes to the work rules thirty (30) 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. When the Employer requests a written statement in lieu of a meeting, the Employer shall notify the employee of their right to consult their Union representative prior to submission of the statement. The Employer agrees to make time available when the participating Union Advocate/Union representative and employee are not assigned to work, or the Employer agrees to compensate the employee and the Advocate/Union representative for time missed from normal work assignments. After four reasonable and documented attempts to set up a meeting time with the participating Advocate/Union representative, the meeting will proceed on the date proposed in the fourth attempt regardless of the availability of the Advocate/Union representative.

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 they have 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.

SECTION 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 their workload prior to the investigation.

SECTION 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 requires 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. 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.

In any case, the employee may use accrued earned leave as a substitute for leave without pay.

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. 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 adjustments.

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 a grievance meeting outside of scheduled working hours shall be paid for their time spent at their base rate of pay.

SECTION 13.3 GRIEVANCE STEPS

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 their 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, videoconference or in person, to endeavor to resolve the matter.

Step Two:

If no settlement has been reached by the grievant and the Employer or the Employer’s timeline has expired, the grievance shall be presented by the grievant and/or the Union to the Regional Vice President or their 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 expiration of the Employer’s deadline to respond.

The Employer will respond in writing within twenty-one calendar days. During Step Two, the Parties will conduct a meeting either by phone, videoconference or in person, to endeavor to resolve the matter.

Step Three: Mediation (optional)

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 13.4 ARBITRATION

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.

In the event that a dispute proceeds to arbitration, the Union and the Employer shall make a good faith effort to agree on an arbitrator. In the event The Union and the 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 and Conciliation Service (FMCS) shall submit a list of seven (7) arbitrators to the Union and to the Employer.

(b) Within 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.

(c) The Party to strike first shall be selected by a toss of the coin.

The jurisdiction of the impartial arbitrator is limited to:

(1) Adjudication of the issues which under the express terms of this Agreement 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;

(2) Interpretation of the specific terms of this Agreement and/or the Employee Handbook which are applicable to the particular issue presented to the arbitrator;

(3) The rendition of a decision or award which in no way 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

(4) The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective Parties.

(5) The rendition of a decision involving the administration or interpretation of insurance plans or contracts, including pension plans; and those issues related to interpretation of the health and dental plan rules for eligibility, cost to employees, the Union and the Employer. The arbitrator shall not have jurisdiction over internal rules of the insurance plan itself which are outside the Employer's control.

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 13.5 ELECTRONIC COMMUNICATIONS

Notifications of grievances as well as notifications of mediation and arbitration may be presented by either Party in an email or other widely accepted form of written communication.

ARTICLE 14: RIGHT OF ACCESS TO EMPLOYER'S PROPERTY

SECTION 14.1 NOTICE

The Employer agrees to admit to its offices the authorized representative of the Union for the purpose of adjusting grievances and conducting other legitimate, appropriate Union business. The representative shall advise the Employer of such visits, including the purpose and expected duration of the visit, at least forty-eight (48) hours in advance by requesting access from the Agency Director or their designated representative. The Employer shall provide reasonable space within his local office to conduct the above-described business. The Union representative will be present only in the space provided, due to HIPAA and other confidentiality regulations.

SECTION 14.2 NO INTERFERENCE

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

ARTICLE 15: LABOR-MANAGEMENT RELATIONS COMMITTEE

SECTION 15.1 SCOPE

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

SECTION 15.2 STRUCTURE

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.

b. The Committee may meet quarterly, but no less than once per calendar year, at a time mutually convenient for the Union and the Employer.

c. The Committee meetings will be scheduled so that employees are not on duty when Committee meetings occur; the Employer will endeavor to adjust client schedules to provide reasonable time for employees to attend an LMC meeting.

d. The Union and the Employer will prepare an agenda to be presented to the Committee at least seven (7) calendar days prior to the scheduled meeting.

e. Employee Committee members are paid their regular rate of pay for participation by the Employer. Such paid leave time shall be counted as “hours worked” and credited towards the employee’s Cumulative Career Hours and will be reported for the purpose of health care eligibility.

f. 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 to the members of the Committee.

SECTION 15.3 CONTRACT

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

SECTION 15.4 LEGISLATIVE AGENDA ADVISORY COMMITTEE

The Labor Management Committee will serve as an advisory committee to assist in the development of legislative agenda items. The Committee shall make recommendations for the purpose of public action and advocacy to improve the quality of long-term care, including but not limited to, advocating for the expansion of hours allocated for clients, increasing Medicaid reimbursement rates and increasing the number of slots available for health care.

ARTICLE 16: WAIVER/SAVINGS

SECTION 16.1 WAIVER

The waiver of any breach or condition of this Agreement by either Party shall not constitute a precedent or a waiver of any further, similar such breach or condition.

SECTION 16.2 SAVINGS

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

In the event of invalidation or injunction, the Parties shall promptly meet to negotiate a substitute provision, unless mutually waived by the Parties. Any changes or amendments to the Agreement shall be in writing and duly executed by the Parties and their representatives.

ARTICLE 17: MODIFICATION

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

ARTICLE 18: SUCCESSORSHIP

SECTION 18.1 NOTICE

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

SECTION 18.2 SUBCONTRACTING

The Employer will not subcontract any bargaining unit work. In the event the Employer enters into any business relationship that may impact Union members, the Employer will notify the Union promptly.

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 their 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 their 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 their 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 their supervisor, the employee shall be paid for their entire scheduled assignment, including all travel time and travel miles they would have been paid had the assignment been completed as scheduled.

SECTION 19.2 SAFETY/CLEANING EQUIPMENT AND SUPPLIES

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

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 19.3 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 workplace exposure to Hepatitis infections in accordance with the Centers for Disease Control and Prevention (CDC) guidelines.

ARTICLE 20: DIGNITY AND RESPECT

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

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

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

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

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

ARTICLE 21: JOB DESCRIPTIONS AND CARE PLANS

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

Upon receiving a new client, an up-to-date, detailed care plan designating what specific care is required for each particular client will be reviewed individually with the employee, either in person or via telephone conference, with the Employer. If problems arise with a client's or employee's understanding of the care plan, the Employer will take all steps necessary to ensure the full understanding of the care plan upon being made aware of the problem. Any changes to care plans will be provided to employees. Additionally, the Employer shall place a copy of the client care plan in the client's home and instruct the employee of where the care plan is located in the client's home.

The Employer will communicate to employees any known dangers, issues or information that a reasonable person would expect before entering a client location. Communications will also be tailored to respect the privacy of clients in accordance with HIPAA and other federal and state statutes and regulations. Management and employees may endeavor to discuss in an LMC meeting how communications can be tailored to meet privacy requirements as well as the safety of employees.

After receiving a new client assignment, the Employer will endeavor to follow-up with the employee within a reasonable amount of time to assess the employee's assignment, including compatibility, workplace environment, questions the employee may have about the client or the client's care plan and anything else which could improve quality care.

Employees may, at any time, request a check-in with the Employer over the new client assignment.

Any changes to an employee's work schedule shall be communicated by the Employer to the assigned clients.

ARTICLE 22: LEAVES OF ABSENCE

SECTION 22.1 FAMILY & MEDICAL LEAVE

Employees shall be entitled but not limited to all rights and privileges provided in the Family and Medical Leave Act of 1993; and other federal and state laws regulating pregnancy and/or medical leave as outlined by Employer policy.

Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor. An intermittent leave or reduced leave schedule may be granted if the leave is due to the Employee's own illness or the illness of a child, spouse or parent of the

Employee. For all family and medical leave of absence requests, employees must complete and submit all required forms to Human Resources, as outlined in the Employer's Family and Medical Leave of Absence policy. The decision to grant a leave of absence without pay shall be at the discretion of the Employer except that the Employer shall grant leave of absence without pay to eligible employees for the following reasons and minimum lengths of time:

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

Leaves of absence shall not be construed as a break in service. All leaves of absence will be without pay, except where leave is covered by accrued vacation. Employees who return to employment shall be reinstated with seniority. The Employer may temporarily transfer the Employee to another available position with equivalent pay and benefits that better accommodate the Employee's scheduling needs.

SECTION 22.2 UNPAID PERSONAL OR HEALTH LEAVE

Employees with over one (1) year of continuous service with the Employer may be eligible for a personal or health leave of up to twelve months. If the employee is ineligible under the FMLA, eligible employees who are temporarily unable to work due to the employee's serious health condition or disability may request a personal or health leave without pay. The one (1) year eligibility period for health or personal leave shall not apply to on-the-job injuries. Employees requesting personal or health leave must do so in writing to the agency director. The Employer shall respond to a request for personal or health leave in writing within fourteen (14) calendar days. If the Employer is unable to accommodate an employee's request for personal or health Leave, the Employer shall provide reasons and alternative options for accommodating the Employee's request, e.g., rescheduling, postponing, if alternative options are available. The Employer will make a good faith effort to return employees returning from personal or health leave lasting twelve months or less to their same position held before the leave and number of scheduled hours, but not necessarily to the same client(s). Employees shall utilize any accrued PTO for personal or health leave. Prior to an employee's return to work from personal or health leave, the Employer will require a statement from their treating physician attesting to such employee's capability to perform the work required of their position. An employee who fails to return to work within five (5) calendar days of the expiration of a leave, and/or has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment.

SECTION 22.3 MILITARY LEAVE

The Employer will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable laws. The Employer will offer details about USERRA to employees, the rights and benefits available, and the procedure to utilize these benefits.

SECTION 22.4 MILITARY CAREGIVER LEAVE

The Employer will comply with applicable laws and regulations pertaining to Military Caregiver Leave under federal FMLA. The Employer will offer details about Military Caregiver Leave to employees, the rights and benefits available, and the procedure to utilize these benefits.

SECTION 22.5 TIME OFF TO VOTE

If an employee is unable to vote in an election during non-working hours, with advanced notice (at least seven calendar days prior to the Election Day) given to the employee's supervisor, employees may either arrive one hour late or leave one hour early to vote. Unless otherwise required by applicable law, time off to vote will be unpaid.

SECTION 22.6 RETURN FROM LEAVE OF ABSENCE

The employee returning from an authorized leave of absence is entitled to return to their same position. The Employer will make a good faith effort to reinstate Employees returning from an authorized leave of absence to their previous or similar assignment and schedule. An employee who fails to return to work within (5) five working days of the expiration of a leave, and/or has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment.

SECTION 22.7 RETURN TO WORK PROGRAM

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

ARTICLE 23: CASELOAD

SECTION 23.1 GENERAL

The Employer and the Union agree that there is a jointly-held interest in employees receiving full-time work whenever possible; that employees work as many hours as they are able and willing to work, up to forty (40) hours per week; that the Employer be able to serve as many hours as it is authorized to provide; and that clients receive their hours of care and support when they want them.

SECTION 23.2 CASELOAD FLEXIBILITY

The Employer agrees to continue its practice of caseload flexibility. Caseload assignments shall be made in accordance with such criteria as mutual acceptability and compatibility of client and employee, special needs involved, special skills required, the number of hours the employee is willing to handle, location, length of commute and similar factors.

SECTION 23.3 DISCONTINUATION

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

SECTION 23.4 CHANGE OF ASSIGNMENT

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

SECTION 23.5 GOOD FAITH

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

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

ARTICLE 24: SENIORITY

SECTION 24.1 GENERAL

Employees completing the probationary period shall be credited with seniority retroactive to their date of hire. Seniority shall be defined as the length of service within the bargaining unit from date of hire with either the Employer or predecessor employers acquired by the Employer. Seniority shall be used as specified in this agreement.

SECTION 24.2 LOSS OF SENIORITY

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.

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 unless mutually agreed upon by the Employer and employee.

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 thirty (30) calendar days’ notice of layoff to affected employees.

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

SECTION 24.5 RECALL

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

To be eligible for recall, a laid-off employee must keep the Employer informed of their current address and phone number. The Employer shall notify laid-off workers of recall by certified letter. When offered re-employment from layoff, the employee must indicate acceptance and availability for work within seven (7) calendar days of receipt of letter unless unusual circumstances prohibit return within that time period.

ARTICLE 25: RECORDS AND PAY PERIODS

SECTION 25.1 PAYROLL REPORT

Employees shall be furnished a copy of their itemized deductions each pay period, which shall include the current hours worked, current wages earned, current wage rate, cumulative wages to date, total available PTO, applicable mileage reimbursement rate, and any regular itemized deductions, including any duly authorized dues deduction, in accordance with the Employer’s payroll procedures. Payroll information provided to employees by the Employer shall be provided in a format that is accessible, readable, and discernible to a reasonable person.

SECTION 25.2 DISPUTE

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

SECTION 25.3 DISTRIBUTION

Payment of wages at a minimum shall be twice monthly unless such pay schedule is altered by agreement between the Parties. The Employer shall make the pay schedule available to all employees. If a payday falls on a Saturday, the check will be distributed the preceding Friday. If a payday falls on a Sunday, checks will be distributed on the following Monday, unless the Monday distribution date is one of the recognized holidays, in which case the checks will be distributed on the preceding Friday, or unless the branch, as of the signing of this Agreement, distributes the checks on a Friday.

SECTION 25.4 ERRORS

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

ARTICLE 26: ADHERENCE TO EXISTING STATUTES

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

ARTICLE 27: PAST PRACTICE

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

ARTICLE 28: RETIREMENT

SECTION 28.1 INTENTION FOR NEW MODEL OF RETIREMENT BENEFITS

It is the intent of the Parties to develop a new model of retirement benefits which would strive to provide retirement security for home care workers and manage risk for the Employer and Union members. This model would strive to provide secure retirement income for home care workers, mandatory employer and voluntary worker contributions, portability, lifetime retirement benefits, prudent asset investment management, cost effectiveness, joint governance, and effective communication and education. The Parties commit to work jointly to develop this model.

SECTION 28.2 RESEARCH AND STAFF SUPPORT

The Union shall, through its national benefits staff, arrange for research and staff support to the Parties to support the joint effort of the Parties to develop this new model of retirement benefits.

ARTICLE 29: WAGES AND PREMIUMS

SECTION 29.1 WAGE SCALE

Effective July 1, 2025, all bargaining unit employees shall be placed in the wage scale for direct service hours worked according to the employee’s cumulative career hours (CCH) with Addus Healthcare. Bargaining unit employees shall advance to the next step on the wage scale as they reach the hours on that step. No employee shall suffer a reduction in base rate of pay whose current base rate of pay exceeds that of the scale.

SECTION 29.1.1 BASE WAGE

Hours Worked	Current Rate	CFC Rate Year 1	HB638 Add on	CFC Rate Year 2	Waiver Rate Year 1	Big Sky Waiver Add on	Waiver Rate Year 2
0-2,000	$ 15.50	$16.45	$3.68	$17.20	$17.75	$6.10	$18.50
2,001-4,000	$ 15.60	$16.55	$3.68	$17.30	$17.85	$6.10	$18.60
4,001-6,000	$ 15.70	$16.65	$3.68	$17.40	$17.95	$6.10	$18.70
6,001-8,000	$ 15.80	$16.75	$3.68	$17.50	$18.05	$6.10	$18.80
8,001-10,000	$ 15.90	$16.85	$3.68	$17.60	$18.15	$6.10	$18.90
10,001-12,000	$ 16.00	$16.95	$3.68	$17.70	$18.25	$6.10	$19.00
12,001-18,000	$ 16.10	$17.05	$3.68	$17.80	$18.35	$6.10	$19.10
18,000+	$ 16.50	$17.45	$3.68	$18.20	$18.75	$6.10	$19.55

*The Employer agrees to be in full compliance with any changes to federal and state minimum wage statutes and regulations and any other Montana based municipality enacting minimum wage ordinances that may occur during this agreement.

Effective upon ratification of this agreement, all hours reimbursed by the Department of Veterans Affairs and all hours paid directly by consumers (self-pay) will be paid at a minimum rate of eighteen dollars and thirty cents per hour ($18.30). Effective July 1, 2026, all hours reimbursed by the Department of Veterans Affairs will be paid at a rate of eighteen dollars and forty-five cents per hour ($18.45). Effective upon ratification, all hours reimbursed by the Noridian Medicare Pilot Project will be paid at the Community First Choice (CFC) base rate.

SECTION 29.2 STATE OF MONTANA FUNDING – SUPPLEMENTAL WAGES/BONUSES:

Montana State CFC/PASS and Waiver HB 683 Direct Care Worker Wage Increase: Subject to continued funding by the State of Montana, the Employer shall pay out to eligible workers, in accordance with State of Montana Medicaid guidelines, - wage supplements of three dollars and sixty-eight cents ($3.68) per hour for CFC/PASS hours worked and six dollars and ten cents ($6.10) per hour for Big Sky Waiver hours worked.

The Employer agrees to notify the Union when the State of Montana makes future adjustments to funding for direct care workers, and any increases to funding shall be paid out to its homecare workers to the fullest extent possible as wage increases, bonuses or both.

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 client has cancelled service and the Employer has failed to notify the employee, or if the Employer has double-booked services, the employee shall notify the Employer by telephone promptly. If the Employer is unable to provide a substitute assignment, the employee shall be paid at the straight time hourly wage rate for one (1) hour, or length of shift, whichever is shorter, plus mileage if greater than twenty miles. The same will apply in cases when a client declines services for a scheduled shift.

SECTION 29.4 OVERTIME

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

SECTION 29.5 SPECIAL SKILL/EXTRAORDINARY CARE DIFFERENTIAL

To meet client behavior 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 one dollar ($1.00) per hour. Criteria for the special skill/extraordinary care differential shall include, but not be limited to:

- Extreme behavioral issues;
- Excessive/difficult travel to clients;
- 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, COVID-19 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;
- Urgent, temporary staffing needs as determined by the Employer.

SECTION 29.6 DIRECT CARE WORKER BONUS PAYMENTS

Upon receipt of DPHHS funding, and in the event that there is more money available from DPHHS after the distribution of wages (as increases) and after accounting for the mandated Employer payroll expenses of FICA, Worker's Comp, FUI/SUI, Gen. Liability, the Employer shall disburse any remaining funds evenly amongst all bargaining unit employees.

ARTICLE 30: TRAVEL PROVISIONS

SECTION 30.1 PORTAL-TO-PORTAL TIME

Upon ratification, employees will be paid the employee's base rate for actual time traveling between assigned work locations or clients.

Employees will not be paid for time spent traveling to the first assigned workplace, nor for traveling from the last assigned work location of the workday.

SECTION 30.2 MILEAGE REIMBURSEMENT

Employees driving their own vehicles for authorized client errands shall be reimbursed for mileage at the rate of sixty-one cents ($0.61) per mile.

The Employer reserves the right to use Google or Apple Maps or similar distance software to determine miles between assignments in instances where a significant variance in travel reimbursement claims is identified by the Employer and to encourage efficiency and reduce gas consumption.

ARTICLE 31: PAID TIME OFF

SECTION 31.1 ACCRUAL

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

Employees shall accrue one (1) hour for twenty-seven (27) hours worked effective July 1, 2026.

PTO hours shall cap at one hundred and twenty (120) hours.

In the event that an employee is unable to schedule use of PTO and the employee's PTO has capped, the Employer will cash-out earned PTO accrued during pay-periods until use of PTO is scheduled or a request for cash-out is submitted and honored by the Employer.

PTO may be used for paid time off for vacation or sick leave or may be cashed out 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 31.2 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 during the months of June, July and August. Requests for PTO during 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.

At the request of an employee, the Employer shall pay the employee for PTO in advance of the leave. Such request shall be made in writing two (2) weeks in advance of the date the requested PTO commences.

SECTION 31.3 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. To facilitate this effort, the Employer will require monthly cash-out specifications be included in the programming of a new payroll system.

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.

SECTION 31.4 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 31.5 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 workdays. The Employer also may require a doctor's release in the event that the absence from work exceeds three (3) consecutive scheduled workdays.

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 31.6 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 their normal schedule.

SECTION 31.7 BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave (PTO or unpaid) for immediate family or "close relatives" of an employee, an employee's spouse, or domestic partner, or a client of the employee. Such periods of absence shall be limited to five (5) workdays when the employee is not required to travel beyond Montana. Employees may also request additional leave if traveling beyond Montana, such requests will not 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, foster children or any 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.

Every attempt will be made to accommodate employee requests to take PTO upon the death of a client.

SECTION 31.8 CATASTROPHIC COVERAGE

The Employer and the Union will discuss the possibility of cooperatively developing a method by which those employees who, through the fault of an illness which prevents them from working, shall be allowed to use accumulated PTO donated from other workers.

ARTICLE 32: HOLIDAYS

SECTION 32.1 HOLIDAYS

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

- New Year's Day

- Memorial Day
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Christmas Day

Effective 7/1/2026 Veterans Day will qualify as a holiday for the purpose of applying the provisions of this article.

Employees may schedule any holiday as a day off without pay, provided mutually acceptable arrangements have been made with the employee's supervisor to ensure adequate care is available for clients requiring care during the holiday period. Employees may substitute two (2) recognized holidays for floater holidays to recognize cultural, civic, or religious observance. Work on Holidays shall be assigned by the Employer.

SECTION 32.2 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 32.3 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 holiday.

ARTICLE 33: FULL EMPLOYMENT INITIATIVE

Pursuant to 23.1, the Employer and the Union agree there is a jointly-held interest in employees receiving full-time work where possible; that employees work as many hours as they are able and willing to work; that the Employer be able to serve as many hours as it is authorized to provide; and that clients receive their hours of care and support when they want them. Consistent with these goals and subject to client needs, the Employer will strive to provide full-time work to employees seeking increased hours.

ARTICLE 34: TRAINING

The Parties recognize the significance of developing a well-trained workforce in the caregiving sector to professionalize caregiving and provide specialized training to meet the diverse needs of clients. The Parties agree to utilize the Labor Management Committee meetings as necessary to explore various training options and opportunities to enhance the skills of caregivers. Either Party may request the attendance of external Parties (such as representatives of the SEIU 775 Training

Partnership) to Labor Management Committee meetings to facilitate discussion of training-related topics.

The Employer will inform the employees of any changes to training requirements in a timely manner.

ARTICLE 35: DISPATCHED WORKERS

SECTION 35.1 GENERAL

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

SECTION 35.2 DISPATCHED HCA HOURS

Dispatched HCAs shall be paid on a regular, guaranteed hours basis to include mileage for travel from home to first client and travel from last client to home. Full-time dispatched HCAs shall be available for and paid for forty (40) hours per week, regardless of whether or not client hours are available during this time. Part-time dispatched HCAs who are assigned less than a full-time schedule shall be available for and paid for the number of weekly hours they work on a dispatched assignment and regardless of whether or not client hours are available during this time. All dispatched HCAs shall be advised of their "on duty" schedule to include a daily start and end time. The Employer may require dispatched HCAs to wait by the phone at home, or to perform non-HCA duties at the Employer's office, during hours for which the dispatched HCA is being paid.

ARTICLE 36: ELECTRONIC VISIT VERIFICATION (EVV)

Under the Federal 21st Century Cures Act and State mandate, the Employer is required to use an electronic visit verification (EVV) system. Use of EVV is required and replaces the use of paper timesheets, travel/mileage documentation and other employee paper documentation.

The Employer will pay employees at their regular rate of pay for time spent in EVV training that Addus MT requires employees to attend.

The Employer will utilize the progressive disciplinary process established in the Collective Bargaining Agreement for EVV related performance issues.

The Employer agrees not to release GPS coordinates collected through utilization of EVV except to comply with the following provisions and in the following circumstances:

- The disclosure is required by state or federal law;
- To a governmental body in order to administer services and programs relating to work covered under this Agreement;
- As part of a judicial proceeding and subject to a court's order.
- As necessary for the provision of fringe benefits to employees, and the recipient agrees to protect the confidentiality of the information;
- As necessary for business operations including financial and compliance audit requests.

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

ARTICLE 37: MEDICAL, DENTAL AND VISION BENEFITS

SECTION 37.1 BENEFITS PROVIDED THROUGH THE TRUST

The SEIU 775 Multi-Employer Health Benefits Trust ("Trust") provides medical, dental, prescription drug and vision coverage for eligible workers as a unified and comprehensive benefit program. Beginning with contributions on January 1, 2009, or as soon as administratively possible, and for the duration of this Agreement, and subject to the availability of reimbursement from the Employer's state funding sources, the Employer shall provide comprehensive employee health care, dental, prescription drug and vision benefits through the Trust. 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 37.2 ELIGIBILITY

Pursuant to any eligibility requirements set forth in this Agreement, or by the Trust, employees shall qualify for health and welfare benefits through the Trust as outlined in DPHHS rules and regulations regarding the reimbursement of health care costs to the Employer. Should DPHHS rules and regulations on health care reimbursement change substantially, the Union and the Employer agree to bargain over the impact of these changes. Employees who do not qualify for these benefits as outlined in DPHHS rules and regulations may participate at their own expense.

Should a participant fail to meet the eligibility requirements, the Employer shall notify them that they have not worked enough hours to maintain eligibility. Employees who lose eligibility for Employer-paid benefits shall be provided with a notice of their rights for continuing benefits coverage under COBRA. The Employer requests that the Trust provide such COBRA notices.

SECTION 37.3 EMPLOYER CONTRIBUTIONS

Subject to and conditioned upon the Employer's receipt of reimbursement from the Employer's state funding sources, the Employer shall pay to the Trust the employee premium up to the maximum dollar amount allowed for reimbursement of benefit costs by the DPHHS (and less the employee deductible referenced below) for all employees who are eligible for coverage.

SECTION 37.4 EMPLOYEE CONTRIBUTIONS

Employees enrolled in a Trust plan shall pay a premium co-share of twenty-five dollars ($25) per month for each year of the Agreement. Employees wishing to enroll their spouse or eligible dependents in the Trust plan(s) may do so at their own cost if such dependent coverage is available. Workers shall pay their employee deductible and dependent premium charges (if applicable) via payroll deduction if they so authorize in writing, or directly to the Trust upon arrangement with the Trust.

SECTION 37.5 SAVINGS

Should state-mandated requirements change substantially, the Employer and Union shall meet to negotiate changes. The Trust shall be the policy holder of any insurance plan or health care coverage plan offered by and through the Trust. As the policy holder, and fiduciary agent, the Trust shall indemnify and hold harmless from liability the Employer from any claims by beneficiaries, health care providers, vendors, insurance carriers, or employees covered under this Agreement.

SECTION 37.6 ENROLLMENT INFORMATION AND COORDINATION

The Employer, the Union, and the Trust shall coordinate to provide information about the plan choices to employees and shall arrange for translation or interpretation to facilitate employee understanding of the plans if necessary. Open enrollment meetings and materials shall be made available to all employees at least annually.

SECTION 37.7 CONTROLLING AGREEMENT

This Agreement controls in the event there is a dispute as to the terms or provisions appearing in this Agreement and any Trust documents.

ARTICLE 38: IMMIGRATION-RELATED EMPLOYMENT PRACTICES

SECTION 38.1 ICE/DHS ACCESSS TO THE WORKPLACE

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 will 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 38.2 INSPECTIONS AND AUDITS

SECTION 38.3 WORK AUTHORIZATION AND REVERIFICATION

I-9 retention policies. The Employer will maintain employee I-9 forms in a file separate from personnel records, as required by law. 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.

SECTION 38.4 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 38.5 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 38.6 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.

ARTICLE 39: USE OF ARTIFICIAL INTELLIGENCE (AI)

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.

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

ARTICLE 40: TERM OF AGREEMENT

This agreement shall be effective July 1, 2025, and shall remain in full force and effect through June 30, 2027, 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 3.0% or greater change in the reimbursement rate, or state-mandated requirements change substantially, either Party has thirty (30) 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.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

For SEIU 775	**For Addus Montana**
____________________________	____________________________
Sterling Harders, President	Darby Anderson, Executive Vice President & Chief Government Relations Officer
____________________________	____________________________
Date	Date