

SEIU Local 503 | ADDUS Healthcare

2021- 2023 Collective Bargaining Agreement

**Addus Healthcare & SEIU Local 503
Collective Bargaining Agreement**

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Article 1. STATEMENT OF PURPOSE

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

Article 2. RECOGNITION

Addus Healthcare, (“Employer”) and its successors and assigns, hereby recognizes and acknowledges that SEIU Local 503 (“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, Oregon, herein referred to as “employees,” excepting all guards as defined in Section 9(b)(3) and supervisors, coordinators, clericals, managers, professionals, and executives as defined under the National Labor Relations Act.

The classification of employees to which the agreement is directed include 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. 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. Direct Care employees are further defined as individuals who are employees of the Company and do not include individuals providing personal care and other activities of daily living services under a Fiscal Intermediary or Fiscal Employer Agent contract maintained by the Company whereby the Company has no control over terms and conditions of employment including selection, hiring, and firing of direct care employee, regardless of funding source.

Article 3: SCOPE OF AGREEMENT

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

Article 4. UNION SECURITY

Section 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 SEIU Union of such termination via timely submission of required monthly reports.

Section 2: Union Reports

In order to provide the Union with timely and accurate information, the Employer agrees to furnish to SEIU Local 503, OPEU, the union reports containing pertinent information on bargaining unit employees.

Within 15 days following the preceding month the company will provide a report on the following information:

State of Addus Operation
Branch Name
Employee Number
Employee Last Name
Employee First Name
Address
City
State
Zip
Phone Number
Cell Phone Number
Email Address
Last Hire Date
Termination Date
Termination Reason Code
Current Employment Status
Rate of Pay
Hours worked
Gross Pay
Union Dues Deductions
COPE/CAPE Deductions
PAC Deductions
Other Fees
Total Union Dues Deductions
YTD Hours Worked
YTD Gross Pay
YTD Union Dues

YTD COPE/CAPE
YTD PAC
YTD Other Fees
YTD Total Union Dues Deductions

Except as specified herein, as otherwise requested by the Union or as required by law, the Employer shall not release lists of employees or employee information to any third party.

Section 3: Paycheck Deduction

The Employer agrees to deduct from each employee's pay all authorized fees, dues, assessments, CAPE contributions and other deductions (up to four (4) total) and remit such deductions to the SEIU Salem Headquarters. The Union shall provide the Employer with a list of bargaining unit employees who have provided a written, electronic or recorded oral request to have monthly Union dues and/or agency fees, plus any additional voluntary Union deductions, deducted from the employee's pay and remitted to the Union ("Union Member List"). Such Union Member List shall similarly identify any membership cancellations or other changes to employee dues, fees or other deductions. If the Union Member List is submitted to the Employer electronically at least fifteen (15) calendar days before the Employer's next pay day, the Employer shall process such deductions or changes no later than such pay day; otherwise the Employer shall process such deductions or changes no later than the next following pay date. The Employer shall make such deductions from the employee's paycheck following receipt of such Union Member List, 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. Any written applications for Union Membership, authorization for payment of agency fees and/or other Union-related deductions or dues cancellations which the Employer receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the Employer upon request.

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

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

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

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

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken by the Employer pursuant to any communication from the Union under the provisions of this Article. The Union shall be responsible for defending any such action and paying all attorneys' fees and costs incurred in defending against such actions.

Article 5. VACANCIES AND OPEN SHIFTS

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.

Caregivers seeking open shifts for clients, whether permanent or temporary substitution, may call the local Company office to learn what shifts are available. The local Company office shall use CellTrak to broadcast available open shifts, including open shifts due to requested time off.

Article 6. ORIENTATIONS

Section 1:

The Employer shall schedule two (2) Union New Employee Orientations per month. Thirty (30) minutes shall be granted for a representative of the Union to make the 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. Newly hired bargaining unit employees shall be required to attend one (1) of the Union New Employee Orientations within their initial thirty (30) days of employment with Addus. The Employer shall give the Union ten (10) days' notice of any such orientation and shall provide the Union with an electronic list of expected participants at least twenty-four (24) 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 shall notify the SEIU Local 503 – Addus Local 98 Union President of the need to replenish New Hire Packets.

Article 7. NO DISCRIMINATION

Section 1: No Discrimination

The Employer and the Union agree that there shall be no discrimination with respect to employment or conditions of employment on the basis of race, color, physical and/or mental disability, marital status, national origin, ancestry, gender, sex, sexual orientation, gender identity, age, religion, veterans status, union membership and activities, or other consideration made unlawful by federal, state, or local law. The Employer will adhere to the Addus Anti-Harassment, Anti-Discrimination, and Non-Retaliation Policy and Complaint procedure as well as all applicable state and federal law regarding discrimination, harassment and privacy rights. The Employer shall maintain records of any written reports of discrimination or harassment.

Section 2: Joint Workgroup on Preventing Discrimination and Harassment in the Workplace

Both Addus and the Union have a shared goal of a safe workplace. Both Addus and the Union agree, for the purpose of administering this Article, to include the topics of workplace discrimination, harassment, hostility and/or retaliation in the discussion of the Labor Management Committee.

Article 8. UNION RIGHTS

Employees covered by this Agreement are entitled to act through a Union Representative in taking any grievance action or following any alternative procedure under this Agreement. Once a bargaining unit member has filed a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union Representative, if the employee elects to be represented by the Union.

Section 1: Right to Steward

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

Addus shall notify bargaining unit members of their right to a Union steward prior to the time of scheduling any investigatory and/or disciplinary meetings.

Authorized Union Representatives shall be allowed reasonable time off without loss of pay during their scheduled client working hours for the purpose of representational activities, grievance investigations, meeting with Addus for negotiations, grievances, investigatory meetings or other meetings with Addus management to conduct Union business. Authorized Union Representatives

must record time spent in these activities on their time sheet. Authorized Union Representatives who lose client hours due to representational work, shall not be required to make up those hours.

Section 2: Bulletin Board

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

Section 3: Employee Communications

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

- a. The Union shall submit to the Employer the information at least two weeks in advance of the pay date upon which the union wishes the literature to be distributed or at least 3 days in advance of the date the company will mail the material.
- b. In the event that the insertion of union material increases the cost of mailings to the employer, the Union shall reimburse the Employer for the additional cost.
- c. The materials will not be such that the insertion requires significant additional time on the part of the Employer or requires an additional envelope to be addressed.

Union officers shall have the right to place union written materials in employee “cubbies” provided that the Union submits to the Employer a copy of the written material one (1) week in advance of the distribution.

Section 4: Union Leave:

A. 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) 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.

B. 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 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) 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 5: In Service Trainings

The Employer agrees that a period of time will be made available before or after each in-service training meeting, or before or after any scheduled break during the training, but not beyond normal office working hours, for Union Stewards and/or Union Representatives to address members of the bargaining unit. Management or supervisory personnel may not be present unless mutually agreed by the union and the company. Such meetings shall not disrupt the in-service schedule, have a maximum duration of thirty (30) minutes, and shall be conducted in accordance with Article 20: Dignity and Respect.

For union meetings held under this Section, the Employer agrees to inform the Union of regular in-service training dates, times and locations one month 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 days in advance.

Article 9. PROBATION

The probationary period for new employees shall consist of ninety (90) 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 retroactive to their date of hire. 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 1: Just Cause

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

Section 2: Form of Discipline

If Addus has reason to discipline an employee, Addus shall 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 3: Written Warning/Suspension

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 conference call, and to have a union representative present at the meeting or participate in the 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 4: Union Notification

Within ninety-six (96) 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 5: 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 interview shall not interfere in any way with the Employer's business activity. Such interview is to be for informational purposes. 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 6: 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 30 days in advance.

Section 7: Employee Conferences

When an employee is called into conference, either in person or by phone, at which the Employer intends to investigate the possibility of imposing discipline or to notify the employee of their discharge or suspension, the employee has the right to request the presence of a union representative at such conference. If an employee makes such a request, the Employer agrees to make time available when the participating Steward and employee are not assigned to work, or the Employer agrees to compensate the employee and the Steward for time missed from normal work assignments. After four reasonable and documented attempts to set up a meeting time with the participating steward, the meeting will proceed on the date proposed in the fourth attempt regardless of the availability of the steward.

Section 8: 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.

Section 9: Reporting Suspected Abuse

Employees are required to report suspected neglect or abuse. Failure to report is subject to discipline up to and including discharge.

Section 10: Engaging in Abuse of a Client

Documented physical or mental abuse of a client shall be grounds for immediate termination.

Section 11: Attendance at Mandatory Training

Failure of an employee to attend scheduled mandatory trainings shall be grounds for discipline unless extenuating circumstances made attendance impossible. In extenuating circumstances, as determined by the Employer in its sole discretion, alternative methods for receiving mandatory trainings will be made available to affected employees. Alternative methods for receiving mandatory trainings in extenuating circumstances must be reasonable and applied evenhandedly.

Section 12: Notice Period

An employee who quits their employment without giving the Employer two (2) weeks' notice shall be considered to have been discharged for cause, unless circumstances mitigate against such treatment.

Section 13: Safety, Work & Security Rules

The Union will be given copies of all safety, work and security rules and any other rules of conduct established by the Employer.

Section 14: No-Call, No Show

No call-no show is defined as not showing up for a scheduled work assignment without notifying the Employer unless extenuating circumstances make notification impossible. The first no call-no show shall be grounds for a written warning; the second no call-no show shall be grounds for suspension without pay of up to three (3) workdays; and the third no call-no show shall be grounds for termination of employment.

Section 15: Job Abandonment

An employee who fails to show up for work as scheduled for three (3) consecutive workdays without notifying the Employer, unless extenuating circumstances make notification impossible, will be considered as having abandoned their job, and their employment will be terminated.

Article 13. GRIEVANCE PROCEDURE

Section 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. An individual employee or group of employees shall have the right to present grievances and to have such grievances adjusted without the involvement of the union, as long as the adjustment is not inconsistent with the terms of this Agreement and/or the Employee Handbook and the appropriate union representative has been given the opportunity to be present at such adjustment.

Section 2: Process

Grievances shall be handled in the following manner:

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

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 company will respond in writing within 15 business days.

Step Two:

If no settlement has been reached by the grievant and the employer or the company's time line has expired, the grievance shall be presented by the grievant and/or the union to the Regional Vice President or their designated representative within thirty (30) calendar days of the company's last response or, if no response was received, within thirty (30) calendar days of the expiration of the company's deadline to respond. The company will respond in writing within 15 business days.

Step Three:

If no settlement is reached or the employer does not respond within fifteen (15) business days after the date the grievance is presented to the Employer as provided in Step Two, then the Union shall, within the next thirty (30) calendar days, give notice to the Regional Vice President of its intent to arbitrate. The time limits in this Article may be extended by mutual agreement of the official representative of the parties.

Section 3:

In the event that a dispute proceeds to arbitration, the Union and employer shall make a good faith effort to agree on an arbitrator. In the event the union and employer are unable to agree, and not later than five (5) business days from receipt of the first request for arbitration, the Union and 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 Addus.
- (b) Within ten (10) business 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 company. The arbitrator shall not have jurisdiction over internal rules of the insurance plan itself which are outside the employer's control.

Section 4:

The arbitrator will render a decision within thirty (30) calendar days after the hearing. The decision shall be final and binding upon the Employer, the 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.

Article 14. RIGHT OF ACCESS TO EMPLOYER'S PROPERTY

Section 1:

The Employer agrees to admit to its offices the authorized representative of the Union for the purposes 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 48 hours in advance by requesting access from the Agency Director or their designated representative. The Company shall provide reasonable space within its local office to conduct the above described business. The union representative will be present only in the space provided due to HIPPA and other confidentiality regulations.

Section 2:

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

Article 15. LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1:

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

Section 2:

The Statewide 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 to the Union and the Employer.
- c) The Committee meetings will be scheduled so that employees are not on duty when Committee meetings occur.

- d) The Union and the Employer will prepare an agenda to be presented to the Committee at least five (5) working days prior to the scheduled meeting.
- e) Employee Committee members are paid their regular rate of pay for participation.
- f) Agreed Minutes of the meetings will be presented to the Employer and the Union within twenty-five (25) working days after the meeting.
- g) The Committee has no authority other than to recommend appropriate suggestions or solutions to identified problems agreed upon by the co-chairs.

The Employer and the Union will address each recommended item in writing within twenty-five (25) working days to the members of the Committee.

Article 16. WAIVER/SAVINGS

Section 1: Waiver

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

Section 2: Savings

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

Article 17. MODIFICATION

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

Article 18. SUCCESSORSHIP

Section 1: Notice

Addus agrees to notify the Union in the event any transaction is 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 2: Subcontracting

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

Article 19. HEALTH AND SAFETY

Section 1: General Provisions

The Company and the Union recognize the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. No employee shall be required to work in any situation that would threaten or endanger the employee's health or safety. In order to ensure that working conditions are safe the Company shall follow all State or Payer home visit or inspection requirements.

Such situations include: threats of bodily harm to the employee; threatening animals; fire hazards; abusive behavior 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.

Section 2: Reporting an Emergency and Health or Safety Issue The employee shall immediately report to the Company any working conditions that threaten or endanger the employee's health or the safety of the employee or client. An emergency number shall be made available to all employees where they can reach a company representative in the event of an emergency at any time the employee is working.

In the event that an employee reports to the Company's local office or emergency hotline, a threatening, endangering environment at a client's home, the Company shall maintain a record of such report. As much as commercially reasonable, a copy of the report shall be placed in both the client's and the employee's file. Upon written request by the employee, Addus shall use commercially reasonable efforts to provide a summary of any previous reports of threatening behavior or environment at a client's home.

Section 3: Cleaning Equipment, Supplies and Personal Protective Equipment (PPE)

The Company will make available any personal protective equipment that is needed by the employee or required by law to provide reasonable protection to the employee's or client's health or safety. No employees shall be required to provide at their own expense cleaning equipment, supplies, or personal protective equipment (gloves, masks, garments, et cetera) 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 personal protective equipment. If such a situation arises where there are insufficient supplies or cleaning materials, the employee will report the situation immediately to their supervisor.

Section 4: 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 Addus nor the Union will publish newsletter articles or distribute other communication that is disparaging of the other party without first having made an effort to resolve the issue with management. Such disparagement would include information relating to specific individuals of the Company or the Union, issues that would be readily addressed when called to the attention of upper management of the Company or the Union, and are overall contrary to the spirit of cooperation and partnership as represented by this Agreement. It is also an expectation that this spirit of cooperation will exist in all inter-personal communication.

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

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

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

Article 21. JOB DESCRIPTIONS AND CARE PLANS

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

Upon receiving a new client, all employees will be provided detailed care plan instructions designating what specific care is required for each particular client and any known safety hazards (pets, cigarette smoke, weapons, condition of clients home, et cetera). If problems arise with a client's or employee's understanding of the care plan, the Company will take all steps necessary to ensure the full understanding of the care plan upon being made aware of the problem. Any changes to care plans will be provided to employees.

Article 22. LEAVES OF ABSENCE

Section 1: Leaves of absence without pay

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

Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor. 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 Company'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 leave of absences will be without pay, except where leave is covered by accrued vacation. Employees who return to employment shall be reinstated with tenure. The Employer may temporarily transfer the Employee to another available position with equivalent pay and benefits that better accommodate the Employee's scheduling needs.

Employees with over one (1) year of service with the Employer shall be granted a personal leave of up to twelve months. Employees requesting Personal Leave must do so in writing to the agency director. The Employer shall respond to a request for Personal leave in writing within ten (10) working days. If the Employer is unable to accommodate an Employee's request for Personal Leave, the Employer shall provide reasons and alternative options for accommodating the Employee's request, e.g., rescheduling, postponing. Employees returning from Personal Leave lasting twelve months or less will be returned to the same position held before the leave and number of scheduled hours, but not necessarily to the same client(s).

Section 2: Return from leave of absence

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

Section 3: Return to work program

When feasible, the Employer will provide alternative work opportunities to employees injured on the job. The Employer shall work closely with the employee and 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 1:

The Company 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 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 2:

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

Section 3:

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

Section 4:

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

Section 5:

The Company agrees to maintain a log of available employees. Wherever practicable, assignments shall be made from this file in accordance with the Company's evaluation of each case's complexity. All things being equal, the 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 Company is required only to make a good faith effort to comply with this section. Further, the Union and Company agree that the employee will document in writing refusal of an assignment when they next visit the office.

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

Article 24. SENIORITY

Section 1: General

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

Section 2: Termination

Seniority shall be terminated for discharge for just cause, voluntary quit, or failure to return to work after recall in accordance with the provision of Section 5 of this article. In cases of voluntary quit, an employee who is rehired within six (6) months of their termination shall be rehired at their previous tenure.

Section 3: Work assignments

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

It is further understood that, due to language requirements, 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 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 ten (10) 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 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 five (5) days of receipt of letter unless unusual circumstances prohibit return within that time period.

Article 25. RECORDS AND PAY PERIODS

Section 1:

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, and any regular itemized deductions, including any duly authorized dues deduction, in accordance with the Companies payroll procedures.

Section 2:

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

Section 3:

Payment of wages at a minimum shall be twice monthly unless such pay schedule is altered by agreement between the parties. The company shall make the pay schedule available to all employees. If a payday falls on a Saturday, the check will be distributed the preceding Friday. If a payday falls on a Sunday, checks will be distributed on the following Monday, unless the Monday distribution date is one of the recognized holidays, 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 4:

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 company is made aware of the problem on the pay date or the first business day following the pay date.

Section 5:

It is anticipated that during the life of this agreement the Company will continue use of and expand the use of Electronic Visit Verification (EVV), either through state or federal regulation or of its own volition. The implementation of EVV or other electronic system would be an alternative to the need and use of timesheets, travel/mileage and other employee paper documentation. The parties will negotiate over any impact this technology would have on other portions of the Agreement or the economic interests of employees. The Company believes this technology will enhance employee job satisfaction and efficiency. The Company agrees to meet with and seek

input from the Union in the planning of training efforts and policy/procedure changes required by the use of this technology prior to implementing this program in any state and to review its impact and identify areas needing improvement after implementation.

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 statutes have an impact upon the working conditions of the bargaining unit employees.

Article 27. PAST PRACTICE

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

Article 28. HOME CARE ADVOCACY DAY

The Employer agrees to grant up to 15 percent (15%) of bargaining unit Employees in each state, based on a first-come, first-served basis, specific paid leave days, up to two days per calendar year, as designated by 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 Company agrees that in cases where the 15% allotment is unmet, employees participating in Home Care Advocacy Day may request additional paid leave days for advocacy work 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, as agreed to by both parties in advance.

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. 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.

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.

ARTICLE 29 – CATEGORIES OF EMPLOYEES

Section 1: Full-Time Employees

Full-time employees are those who are normally scheduled to work, and who regularly work thirty (30) or more hours per week. Full-time employees are entitled to full economic fringe benefits (health and dental insurance, paid vacation, paid holidays, paid sick leave and 401(k) Plan) as provided for in the Collective Bargaining Agreement. No employee shall suffer a loss of any current wages or benefit as a result of this Agreement, except in those cases where the employee elects to transfer to a non-benefited unit.

Section 2: Part-Time Employees

Part-time employees are those who are normally scheduled to work, and who regularly work between twenty (20) and twenty-nine point nine (29.9) hours per week. Part-time employees are entitled to 401(k) Plan contributions. Part-time employees are also entitled to paid sick leave and vacation accrual based on a pro-rated calculation of regular and overtime hours worked only as defined in the Vacation Leave Article and Paid Sick Leave. No employee shall suffer a loss of any current wages or benefit as a result of this Agreement, except in those cases where the employee elects to transfer to a non-benefited unit.

Accrued hours can only be taken to the extent of regular hours scheduled on the days the leave is utilized. Regular hours are defined as non-emergency or unscheduled hours. Employees who, through no fault of their own, drop below full-time status as defined above, or drop below a benefit-eligibility level stipulated elsewhere in this Agreement, for a period of two (2) consecutive months, shall not lose benefits under this Agreement provided they are available for and accept reasonable assignments to restore their previous status. Employees who, through no fault of their own, drop below full-time status as defined above, or drop below a benefit-eligibility level stipulated elsewhere in this Agreement, for a period of two (2) consecutive months, shall then lose eligibility for full-time benefits and will no longer accrue full-time benefits. In addition, health insurance benefits will cease on the last day of the month in which the employee eligibility ends. In such case COBRA benefits will be offered to the employee.

Section 3: Employee Flexibility

At the time a new employee is hired, the employee will be asked how many hours per week and which days of the week the employee wants to work. The Employer will exercise its best efforts to assign the employee the requested hours on days the employee indicates they are available to work but shall not require the employee to work more than the requested hours. Once an employee commits to working a certain number of hours per week, the employee will be required to accept client assignments up to that number of hours. Current employees who wish to increase or decrease their weekly hours must submit the request in writing to the Employer at least two (2) weeks in

advance. Requests shall be granted based on provisions of this Agreement and shall not interfere with the Employer's ability to provide services.

ARTICLE 30 – HOURS OF WORK

Section 1: The Customary workweek

The customary workweek is forty (40) hours of work per week, Friday through Thursday. Overtime at the rate of time and one-half (1 ½) the straight time rate is paid for hours of work in excess of forty (40) hours a week. Travel time between clients is considered work time for the computation of hours worked for overtime compensation. Employees are expected to work within the hours authorized by the Employer, unless prior authorized or in the event of an unscheduled emergency. Employees are to notify the Employer as soon as possible, but not later than two (2) hours of any unscheduled emergency that requires them to work overtime. For the purpose of this Agreement, full-time and part-time employees are defined in Article 29, Categories of Employees, Sections 1 and 2.

Section 2: Overtime 40 hour work week

Overtime for employees working a regular work schedule is hours worked in excess of forty (40) hours per work week. Overtime for employees working an agreed-upon alternate work schedule is time in excess of the daily scheduled shift or forty (40) hours per workweek. Overtime for employees working a flexible work schedule is time in excess of the agreed upon hours each day or time in excess of forty (40) hours per work week.

ARTICLE 31 – TRAINING

Section 1:

Training is a condition of employment at Addus Healthcare. Employees will be paid for all Employer-required training at their base rate of pay. Training that is required to meet minimum job requirements (such as cases where CNA is required) will be considered solely an employee's responsibility, both in terms of cost and time off and will not be paid. All employees are required to take the basic training course unless they have proof of equivalent training, which meets Addus Healthcare requirements. Addus Healthcare's Director or their designee shall have sole discretion to determine if prior employee training meets the Addus Healthcare requirements. Any time the employees' credentials, which are required by state law or contract, are not current the employee will not be allowed to provide services which require said credentials until the employee can show proof of current requirements.

Section 2:

Both Addus and the Union recognize the importance of training when providing quality care. Both Addus and the Union agree, for the purposes of administrating this Article, to include topics of training curriculum and standards in the discussion of the Labor Management Committee.

ARTICLE 32 – EMPLOYEE APPEARANCE

Employees shall maintain an appearance that is appropriate to the duties, functions, and work environment in accordance with the “Employee Appearance Policy.” New employees shall receive a handbook at their time of hire and the handbook shall be available for review during business hours at branch offices.

ARTICLE 33 – TRAVEL TIME

Section 1: Travel Pay

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

Employees driving their own vehicles between assigned work locations and for employer authorized medical appointments and/or client errands (i.e. essential shopping such as grocery shopping or picking up prescriptions) shall be reimbursed for mileage at \$0.485, the Medicaid reimbursement. If during the term of this Agreement, the Medicaid mileage reimbursement rate increases, the mileage rate reimbursed to employees shall be adjusted to that new rate.

The Employer reserves the right to use Mapquest or Rand McNally software to determine miles between assignments in instances where a significant variance in travel reimbursement claims are identified by the employer and to encourage efficiency and reduce gas consumption.

Employees who use public transportation for travel between assigned work locations, shall be paid their regular rate of pay per hour, for actual “bus” travel time excluding the time an employee waits at a given bus stop. Employees who use public transportation between assigned work locations or for authorized errands shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly bus pass.

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

Section 2: Vehicle Use

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 Oregon. The Employer may require proof of sufficient liability insurance and valid driver’s license.

Section 3: Vehicle Inspection

The Employer reserves the right to inspect, or cause to be inspected, any vehicle used by employees for the purposes of transporting clients.

Section 4: Documentation/Travel Routes

An employee 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 5: Tickets

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

ARTICLE 34 – WAGES

Addus commits itself to proactively work with SEIU Local 503, OPEU, and on its own, in good faith to win increases in the contract rates paid by all County Senior Services Agencies, to secure additional funding during the term of this Agreement.

Section 1: Straight Time Hourly Wage Rates

The following wage scales shall be implemented as indicated unless mutually agreed in writing by both Employer and Union. Employees shall move through the steps on an annual basis. Employees hired after September 1, 2019, will be hired at Step 1 listed below and move to the next step on the scale on their subsequent hire date anniversaries. No employee shall suffer a reduction in wages and benefits as a result of this Agreement. The following rates are effective on the dates outlined below.

Statewide Wage Scale

<u>Step</u>	<u>October 1, 2021</u>		<u>Step</u>	<u>September 1, 2022</u>	
1	(0-1 Yr)	\$16.00	1	(0-1 Yr)	\$17.00
2	(1-2 Yrs)	\$16.15	2	(1-2 Yrs)	\$17.15
3	(2-5 Yrs)	\$16.30	3	(2-5 Yrs)	\$17.30
4	(5-8 Yrs)	\$16.45	4	(5-8 Yrs)	\$17.45
5	(8 Yrs and Over)	\$16.60	5	(8 Yrs and Over)	\$17.60

If, during the term of this Agreement, the Federal or State minimum wage becomes higher than any of the wage rates in this Agreement, the parties will bargain the implementation of new wage rates.

Additionally, the Legislature has provided Addus with a five percent (5%) temporary rate increase that can be spent on hazard pay for employees. The temporary rate increase is scheduled to continue through March 31, 2022. Effective on the next pay period following ratification of this agreement all employees shall receive a sixty-five cents (\$0.65) per hour increase in pay for all hours worked from the first pay period after ratification though the end of the temporary rate increase. The rate increase shall be included in employees’ normal paycheck and not in a separate check.

Section 2: CNA Certification Differential

Employees who possess a current certified nursing assistant certification shall be paid twenty-five cents (\$0.25) per hour in addition to their regular hourly pay.

Section 3: Weekend Differential

Employees shall be paid fifty cents (\$0.50) per hour differential in addition to their regular hourly wage rate for every hour worked on the weekend, as calculated from Friday 6:00 p.m. through 6:59 a.m. Monday. Weekend differentials shall be included in any computation for overtime, holidays, or other differentials or premium time.

Section 4: Lockout 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 at home, the employee is required to notify the Employer by telephone. If the Employer is unable to provide a substitute assignment, the employee will be paid at the straight-time hourly wage rate for half the scheduled hours or one (1) hour, whichever is greater. This Section shall not apply in those instances where the employee does not notify the Employer of the client's absence and/or failure to open the door within thirty (30) minutes of the scheduled start time for providing service except in cases where a client's home is more than twenty (20) miles from the nearest functioning public telephone. The Employer reserves the right to validate such lockout.

Section 5: Emergency Assignment

Emergency assignment is when a worker accepts a client assignment that is deemed an emergency start by the referral agency only in writing, is not par of their normal client service schedule and when the assignment is given less than twenty-four (24) hours before the start of the assignment. Acceptance of emergency assignment shall be voluntary.

Section 6: Payroll Errors

When payroll underpayment errors are brought to the Employer's attention, a check shall be issued within seven (7) calendar days of notification.

Section 7: Whole Payment on Termination of Employment.

As provided for in the Oregon Revised Statutes, Title 51 Labor and Employment, Section 652.140 (5), Section 652.140 shall not apply as to collective bargaining unit employees. The payment of wages upon termination of employment, as a result of any action (voluntary or non-voluntary), shall be paid at the next regular payroll of the Employer. No payment of wages shall be required for hours worked (with clients, for travel time or mileage) or expenses incurred until and unless the Employee has provided the Employer with complete documentation; and then the payment of such wages or expenses shall not be required to be paid until the next regular payroll of the Employer. If the Employer has determined that an Employee has abandoned their employment then wages shall not be required to be paid until the next regular payroll after the Employer has made the determination as to abandonment of employment.

ARTICLE 35 – PAID HOLIDAYS

Section 1:

The following are the paid holidays for full-time employees:

New Year's Day

Memorial Day

Independence Day (July 4th) Labor Day
Thanksgiving Day Christmas Day
Floating Holiday

Section 2: Holiday on Weekend

If a paid holiday falls on a Saturday, it shall be observed the previous Friday. If a paid holiday falls on Sunday, it shall be observed the following Monday.

Section 3: Holiday Scheduling

Holidays shall normally be scheduled as days off unless due to must-see clients. The Employer shall grant holiday requests on the basis of seniority, on a rotating basis consistent with client service needs.

Section 4: Holiday Pay

All employees working a holiday will be paid time-and-a-half (1½) their straight-time base wage rate for all hours worked on the holidays when pre-approved by Employer. Full time employees may elect to take an alternate day off or the paid holiday. Full-time employees shall notify the Employer two (2) weeks prior to any of the holidays listed above of their desire to work the holiday at base wage and take an alternate day off. Full-time employees not working the holiday will receive a regular day's pay at base wage. In order to be eligible for holiday pay, an employee must work all scheduled shifts on the day before and the day after the holiday unless: a) they are scheduled to be off, b) they have requested and been approved to have the day off, c) the employee is absent due to illness and, if requested by the employer, the illness is verified in accordance with the provisions of the Paid Sick Leave Article 15.

Section 5: Holiday Make-Up Time

Employees shall not be required to make up client hours when taking holiday time.

ARTICLE 36 – VACATION LEAVE

Section 1: Vacation Accrual (Full-Time Employees)

Full-time employees shall be eligible for paid vacation benefits. Employees will be eligible to take their vacation after they have completed their one-year anniversary date of full-time service, with their most recent hire date serving as their anniversary date. Vacation accrual is as follows:

- 1-4 years continuous employment: 5 days
- 5-9 years continuous employment: 7 days
- 10-14 years continuous employment: 10 days
- 15 or more years continuous employment: 11 days

Section 2: Vacation Accrual (Part-Time Employees)

Part time employees shall be eligible for paid vacation benefits. Employees will be eligible to take their vacation after they have completed their one-year anniversary date of part-time service, with their most recent hire date serving as their anniversary date. Vacation accrual is as follows:

- 1-4 years continuous employment: .0200 hours per hour worked
- 5-9 years continuous employment: .02705 hours per hour worked
- 10-14 years continuous employment: .0380 hours per hour worked

15 or more years continuous employment: .04505 hours per hour worked

Section 3: Vacation Requests

Employees must request time off for use of vacation benefits in writing and at least two (2) weeks prior to the date the requested vacation commences, except for requests to take vacation during the months of June, July, and August. Vacation requests for vacation during June, July, and August must be submitted at least four (4) weeks prior to when the requested vacation commences. Vacation leave approvals will be granted on the basis of seniority. The Employer will approve or deny requests in writing within one (1) week of receiving the request. In the event two (2) or more employees with the same seniority request the same vacation time, the request shall be awarded based on a coin toss.

Section 4: Maximum Accrual.

No more than two (2) years of vacation may be accrued, provided that an employee be given two (2) months written notice and an opportunity to schedule vacation time off before any time is lost. In the event the employee requests vacation time off in a timely manner and the Employer is not willing or able to grant the vacation time off, the employee will have the option to cash-out vacation time before it is lost.

ARTICLE 37 – PAID SICK LEAVE

Section 1: Sick Leave Accrual (*Full-Time Employees*)

Full time employees shall accrue seven (7) days of paid sick leave benefit per year.

Section 2: Sick Leave Accrual (*Part-Time Employees*)

Part-time employees shall accrue paid sick leave on a prorated basis of total hours worked based on sick leave accruals for full-time employees.

Section 3: Sick Leave Accrual (*0-20 Hours per Week Employees*)

Employees working less than twenty (20) hours per week shall accrue sick leave at a rate of one (1) hour accrued per thirty (30) hours worked.

Section 4: Utilization of Sick Leave

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which includes, but is not limited to, the employee's illness, injury, temporary disability, medical or dental care, attendance upon members of the employee's or the employee's spouse's immediate family or domestic partner or domestic partner's immediate family, where the employee's presence is required because of illness. 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, the Employer is responsible for the cost of such certification if it is not covered by the Employer's health plan and the employee is not covered by the Employer's health plan. Employees may utilize sick leave credits in two (2) hour increments.

ARTICLE 38 – BEREAVEMENT LEAVE

Employees, who have experienced a loss, shall receive three (3) days bereavement leave. Employees needing additional time off, who have earned sick leave credits shall be eligible for sick leave, or leave without pay, at the option of the employee, for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family of an employee, an employee's spouse or domestic partner. Employees may, with prior authorization, use accrued vacation leave. For purposes of this Article, "immediate family" shall include the employee's or the employee's spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household or the death of a client, whom the employee has provided care for at least one (1) year.

ARTICLE 39 – 401 (k) PLAN

Section 1:

Employees may enroll in the Company sponsored 401(k) Plan.

Section 2:

Employees will contribute pre-tax earnings to the Plan. Employees may elect to opt out if they do not wish to participate in the Plan and can cancel their enrollment at any time.

Section 3:

At the discretion of the Employer, the Employer may make a matching contribution.

ARTICLE 40 – HEALTH AND DENTAL PLAN

Section 1: Health Plan

Employees working at least thirty (30) hours a week shall be offered employee-only health insurance as described in the Health Savings Plan at the cost-sharing arrangement of eighty-five percent (85%) Employer / fifteen percent (15%) employee of the monthly premium. For employee plus child(ren) (EE + CH), the Employer shall pay an equivalent portion of the plan with the employee making up the difference of the amount above the cost of the employee only plan. The Employer shall not provide an offering of spousal coverage. Employees are eligible to enroll upon employment or after a qualifying event, including Employees who begin working at least thirty (30) hours a week. Current employees who are hours eligible shall be offered a defined open enrollment period upon the Employer's change of insurance carrier. Eligible employees may enroll their domestic partner, or children up to age twenty-six (26) at their own expense.

Section 2: Dental Plan

Full-time employees as defined in Article 29 of this Agreement, Categories of Employees, shall be provided employee-only dental insurance. Enrolled employees shall pay six percent (6%) of single monthly share of the premium. Eligible employees may enroll their spouse, domestic partner or dependents at their own expense.

Section 3: Open Enrollment

The Employer will publish open enrollment dates to all employees working thirty (30) hours or more.

Section 4: Family Health Insurance Assistance Program (FHIAP)

The Employer will familiarize new hires and current employees with the Family Health Insurance Assistance Program (FHIAP) and assist new hires and current employees in making informed decisions about premium subsidies provided through the FHIAP program. The Employer's obligation described in this Section is waived in the event the FHIAP program is no longer available by an act of the Oregon Legislature or enrollment limits established by the Oregon Insurance Pool Governing Board.

Section 5: Affordable Care Act (ACA) Implementation

The Employer agrees to meet with the Union regarding implementation of the ACA and meeting affordability and quality requirements. The Employer agrees to notify and meet with the Union thirty (30) days before any changes to health and dental benefits related to the ACA are made.

Section 6: Temporary Drop-in Hours

Employees shall lose eligibility for Health and Dental Plan after the employee fails to work at least thirty (30) hours per week for two (2) consecutive full calendar months.

ARTICLE 41 – JURY DUTY

An employee will be granted a leave without pay when required to report for jury duty. The employee must submit a copy of the summons before the leave is taken and provide verification of attendance. Employees must report to work on workdays when they are excused from appearing for one (1) day or more. The Employer will make a reasonable effort to reschedule employees to avoid financial hardships that may be caused by jury duty.

ARTICLE 42 – TERM OF THE AGREEMENT

This agreement shall be effective immediately upon membership ratification, and shall remain in full force and effect through September 30, 2023, 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.


ARTICLE 43 – REOPENER


The Company and the Union agree that if at any time during the life of this Agreement the Company's Oregon Medicaid reimbursement rate varies from the published rates below, then the Union or the Company may, upon written notice to the other, reopen this Agreement for the sole


purpose of negotiating wages and benefits. In the event that this Agreement is so reopened, all provisions of this Agreement shall remain in full force and effect.


Effective Dates	Published Oregon Medicaid Reimbursement Rate Per Hour
7/1/2021 - 9/30/2021	\$29.92
10/1/2021 - 3/31/2022	\$32.92
4/1/2022 - 6/30/2022	\$31.32
7/1/2022 - 6/30/2023	\$32.92


**FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 503, OPEU:**


DocuSigned by:

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Stacy Heath, Bargaining Team
Eugene


DocuSigned by:

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Lorna Burnell, Bargaining Team
Eugene

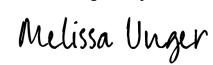

Charlie Rojas, Bargaining Team
Eugene


Elsa Quezada, Bargaining Team
Salem


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Heather Thompson, Bargaining Team
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Donald Hitchcock, Bargaining Team
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Keith Quick, Bargaining Coordinator
SEIU Local 503

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Melissa Unger, Executive Director
SEIU Local 503

FOR ADDUS HEALTHCARE INC:


Robby Stevenson,
EVP & Chief Human Resource Officer

LETTER OF AGREEMENT – Workgroup to Pursue Joint Political Goals

Within one (1) month of ratification of the contract, the designees of Addus Healthcare and SEIU Local 503, including political lobbying staff of the respective organizations, shall set dates to meet prior to the Oregon 2013 Legislative Session. The objectives of the meeting(s) will be to strategize opportunities to increase and jointly advocate for local and statewide reimbursement rates, pursue a blended rate, and explore opportunities through the Oregon Health Care Transformation process to provide cost-effective and quality health insurance for Addus employees.

LETTER OF AGREEMENT - Bargaining Team Member Compensation

This LOA is for the purpose of compensating up to eight (8) to ten (10) bargaining team members for their lost wages during the contract negotiations.

The Union designee or the Union alternate that is elected to be on the bargaining team shall be paid by Addus their average current hourly pay rate for the lost wages for time spent in negotiations.

LETTER OF AGREEMENT – Electronic Visit Verification (EVV)

This Letter of Agreement (LOA) is entered into between Addus (the “Employer”) and SEIU Local 503 (the “Union”). Hereinafter collectively referred to as “the parties”.

Purpose:

The purpose of this Agreement is to outline the agreements between the parties regarding the implementation of the federally mandated EVV system by the Employer.

Agreement:

1. Addus is committed to respecting the privacy of people receiving services and their employees. The system will only capture the data needed to meet the requirements of the Cures Act, and as required by the State of Oregon, or state contracted payers:

- a. Worker Name
- b. Person receiving services
- c. Type of service
- d. Date of service
- e. Time the service begins and ends
- f. Location of the service at the time the service begins and ends.
- g. Task reporting, Change of Condition reporting, or other service related data.

2. Location will only be captured where services start and end. No other geolocation information will be captured.

3. The company will use mapping technology to calculate travel time between clients. Employees may submit additional documentation when actual trip time exceeds mapping estimates.
4. Exceptions to the use of an employee's personal GPS enabled EVV device shall be granted for employees who:
 - a. Do not have a smart phone or tablet with Internet access.
 - b. Provide services in an area of the State without reception at the location of client's home and the employees home.
 - c. Languages available are not the primary language of the worker and this presents a barrier to their utilizing EVV.
5. An employee may request a reasonable accommodation under the ADA and such accommodation may include the method of EVV compliance. For example using IVR instead of Celltrak or vice versa.
6. Employees using the IVR system will not use their social security number as their password or unique identifier unless required by the State of Oregon
7. Employees who do not wish to have their biometric data collected will not be required to do so. If biometric data is collected, workers will be provided with clear documentation of how and when it is collected and analyzed. Workers must be able to request deletion of biometric data from the system.
8. Employees who do not wish to use voice or image reporting mechanisms through EVV will not be required to do so. Addus must clearly communicate this right to workers, in addition to communicating how and when the EVV system will record voice and visual data should that system be made available and the Worker so chooses to utilize that data collection method.
9. Employees will be able to submit missing hours and/or adjust incorrect hours after a shift has been completed. Addus shall communicate to all workers a clear procedure on how to submit corrected work hours that is uniform across the state.
10. Addus will not collect biometric or geolocation data other than specified in item 1. f. , nor will it collect data that can be used to interfere with constitutionally-protected activities, unless it serves a specific, discrete purpose that cannot be accomplished otherwise and adds a clear value to the Client and Worker.
11. Data collected via the mobile EVV solution will not be repurposed for and used by third parties, including subsidiaries and commercial partners. This provision shall not infringe upon the Union's right to administer the collective bargaining agreement.

12. Data collected by EVV will not be made available to law enforcement without subpoena or warrants. Data can be used during any local, state, payer, or federal audits.

13. The CellTrak Mobile-EVV solution will place no undue burden on providers or consumers. If additional federal or state guidelines are released regarding the EVV system, the Union reserves its ability to bargain over the impact of any such guidelines. Addus shall immediately notify the Union in writing upon receipt of any new and/or additional federal or state guidelines regarding the EVV system that directly impact the worker.

14. Addus will provide Workers access to support and training throughout the implementation of EVV.

15. The Union will be informed of all communications from the Employer that are sent to Workers regarding the EVV system. The Union shall receive a copy of the communication prior to it being sent to Workers.

16. The Union understands and will support the Company in meeting its' requirements under the Federal Cures Act and laws and regulations set forth by the State of Oregon to implement the use of EVV in the documentation and delivery of personal care services.

17. An employee may contact the local office to request to have their schedule updated in Celltrak. Upon such request the employee's schedule shall be updated withing one (1) business day, or as soon as feasible.

LETTER OF AGREEMENT – Joint Commitment to Improve Healthcare and Training through Employer participation in the Healthcare and Training Trusts

This agreement is entered into between Addus Healthcare, (“Employer”) and the SEIU Local 503, OPEU (“Union”), herein after jointly referred to as the “Parties”.

The Parties share a goal of improving both Healthcare and Training for direct care employees in Oregon. Opportunities exist for the Parties to achieve this goal by utilizing the Healthcare and Training Trusts being developed by the RISE Partnership.

The Parties shall participate in the development of the Healthcare and Training Trusts. Participation will include but not be limited to, entering into MOUs with a Trust, having a representative serving as a trustee, communicating about a Trust, and meeting with representatives of a Trust. At such time that either Trust is available for the Employer to enroll and offer benefits through, the Parties shall meet to negotiate over the Employer providing Healthcare or Training through a Trust.