

SEIU Local 521

Service Employees International Union



Negotiated Wages and Benefit Package

With

Addus Healthcare, Inc.

**Covering San Mateo County
In-Home Supportive Services (IHSS) Contract
Bargaining Unit Employees**

July 1, 2011 - June 30, 2012

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STATEMENT OF PURPOSE

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

The SEIU Addus Negotiating Committee and Addus agree that working together to maximize public reimbursement and identifying training and skill development opportunities are objectives for both 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.

AGREEMENT

This Agreement is made and entered into as of the 1st day of July 2004 between Addus Health Care ("Company") and SEIU Local 521 ("Union").

It is the intention of the Agreement to be consistent with the terms of the Bid Agreement.

Now, therefore, it is mutually understood and agreed by and between the parties hereto as follows:

ARTICLE 1 - RECOGNITION AND ADDUS NATIONAL MASTER CONTRACT

Addus Healthcare, ("Employer") and its successors and assigns, and the Addus Negotiating Committee, comprised of the following local unions: Local 521, Service Employees International Union, Local 503, Service Employees International Union, Local 775, Service Employees International Union, SEIU United Healthcare Workers-West Local 2005, Service Employees International Union, Local 880, Service Employees International Union, Local 1199 Pennsylvania, Service Employees International Union, Local 2000, Service Employees International Union ("Union"), and their successors or assigns, hereby agree to become parties to the Addus National Master Contract ("National Agreement" or "Agreement").

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

Addus and SEIU locals that are party to this Agreement, this Agreement shall apply. Article XIX describes the recognition procedure for currently unrepresented employees during the term of the agreement. Article XIX Section 8 describes the classification of employees to which the agreement is directed and the purpose for labor neutrality in the listed states.

To the extent that this Agreement conflicts with provisions of extant agreements between

ARTICLE 2 - SCOPE OF AGREEMENT

Section 1

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

Section 2

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

Mediation/fact –finding

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

ARTICLE 3 - CLASSIFICATIONS AND CATEGORIES OF EMPLOYEES

Section 1

For purposes of benefit eligibility full-time employees are those who work an average of twenty-six (26) service hours each week. Part-time employees are those who work less than

twenty-six (26) service hours per week. The twenty-six (26) hours per week standard of full-time employment is met when an employee works fifty-six and one half (56 1/2) hours each semi-monthly pay period.

Section 2

Full-time employees who, through no fault of their own, temporarily drop below full-time status, shall not lose their benefits (medical, etc.) provided they are available for and accept reasonable assignments to restore their full-time status.

ARTICLE 4 - 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 5 - NO DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination with respect to employment or conditions of employment on the basis of race, color, physical and/or mental disability, marital status, national origin, ancestry, gender, sex, sexual orientation, age, religion, veterans status, union membership and activities, or other consideration made unlawful by federal, state, or local law.

ARTICLE 6 - SUPERVISORS AND BARGAINING UNIT WORK

Section 1

The Company and the Union expressly agree that supervisors shall not be used to perform bargaining unit work for the sole purpose of removing work from the bargaining unit.

Section 2

In the event an employee requests time to take up a matter with her/his supervisor, the supervisor or her/his representative shall be available for up to one (1) hour per month, for each employee supervised. Additionally, in an emergency, a supervisor will make every effort to return the phone call of an employee whom he/she supervises within twenty-four (24) hours.

Section 3

The Company will provide Spanish-speaking capability in its San Mateo County IHSS offices.

ARTICLE 7 - UNION SECURITY

Section 1 - Union membership

Each employee shall be required to become a member, or pay an equivalent fee designated by the Union, of the SEIU local Union no later than the thirty-first (31) day of employment, and to remain a member of the Union until the expiration of this Agreement. Any employee who fails to satisfy this obligation shall be discharged by the Employer and the Employer shall provide written notice to the SEIU local Union of such discharge within thirty (30) days.

In states where membership cannot be required, any employee who joins the union after the effective date of this Agreement or its application to the employee shall maintain his/her membership until the Agreement expires.

Section 2 - Union list

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

Section 3 - Paycheck deductions

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

The Union will hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of union membership fees, including the cost of defending against such claim or obligation.

Section 4 - Union Summary Reports

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

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

ARTICLE 8 – UNION RIGHTS

Section 1- Right to Steward

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

Section 2 - Bulletin Board

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

Section 3 - Employee Communications

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

- 1) 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.
- 2) All literature submitted for insertion in pay envelopes shall be clearly identified as Union-produced material.
- 3) 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.
- 4) This section is intended to refer to paper materials or other small promotional items that can be easily inserted into envelopes. The materials will not be such that the insertion requires significant additional time on the part of the Employer.

Section 4 - Pay Check Pick-Up

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

Section 5 - Union Leave

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

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

ARTICLE 9 - ORIENTATIONS

Section 1 - In-service Trainings

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

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

Section 2 - Union Presentation at New Employee Orientations

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

approval regarding scheduling, the Union representative will be allowed to meet on work time to cover these same items. Such time is limited to twenty (20) minutes.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

Section 1 - Just Cause

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

Section 2 - Union Notification

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

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

Section 3 - Interview by Union

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

Section 4 - Employer rules

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

Section 5 - Employee Conferences

When an employee is called into conference at which the Employer intends to investigate the possibility of imposing discipline on him or her or to notify him or her of his/her discharge or suspension, the employee has the right to request the presence of his or her Union representative at such conference. If an employee makes such a request, the Employer agrees to make time available when the participating Steward and employee are not assigned to work or the Employer agrees to compensate the employee and the Steward for time missed from normal work assignments.

Section 6 - Personnel Files

Any information regarding disciplinary action, e.g., warnings, placements on probation status, or formal evaluation reports prepared by the Employer shall be placed in the employee's

personnel file and a copy shall be made available to the employee. The employee shall be offered the opportunity to sign the document indicating that s/he has seen it and shall have the right to add a written reply to it. The Employer shall allow employees access to their personnel file at reasonable times. Employees shall have the right to submit written comments up to twice the length of the item being replied to or two (2) pages, whichever is longer replying to any material in their file, which comments shall also be maintained in the personnel file.

ARTICLE 11 - NO STRIKE OR LOCKOUT

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

ARTICLE 12 - PROBATIONARY PERIOD

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. The Employer may discharge a probationary employee with or without cause.

ARTICLE 13 - HEALTH AND SAFETY

Section 1- General Provisions

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

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

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

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

Section 2 - Immunizations

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

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

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

Section 3

- a. The employee training program will incorporate workplace safety issues.
- b. If the coordinator determines that the employee cannot perform any of his/her duties, and cannot obtain the equipment necessary to perform any of the duties, the coordinator will make an alternative work assignment or if no other work assignment is available, the coordinator will direct the employee to leave the client's home. The employee will be paid two (2) hours or half of his/her shift, up to a maximum of four (4) hours at their regular rate of pay, or for the time of the attempted service, whichever is greater.

ARTICLE 14 - TRAINING

In order to enhance the effective delivery of services under this contract and to increase the training level of bargaining unit employees, the Company shall develop and implement a homemaker-training program, to be effective as of the start date of this contract. All training shall be paid at the employee's hourly rate of pay for attendance at these training sessions. The content, scheduling and duration of the training and orientation will be in accordance with the requirement of the contract to provide in-home supportive services between the County of San Mateo and the Company. However, regardless of the training program provided in the contract between the County and Company, employees that provide services to clients with AIDS or similar communicable diseases shall receive two (2) hours of training specific to the topic of providing services to clients so afflicted.

ARTICLE 15 - LEAVE OF ABSENCE

Section 1 - Leaves of Absence Without Pay

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

Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of the Employer except that the

Employer shall grant leave of absence without pay for the following reasons and minimum lengths of time:

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

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

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

Employees with over one (1) year of service with the Employer may be granted a personal leave of up to thirty (30) workdays. Employees requesting Personal Leave must do so in writing. The Employer shall respond to a request for Personal leave in writing within ten (10) working days. If the Employer is unable to accommodate an Employee's request for Personal Leave, the Employer shall provide reason and alternative options for accommodating the Employee's request, e.g., rescheduling, postponing. Employees returning from Personal Leave lasting longer than fourteen (14) consecutive calendar days will be returned to the same position held before the leave and number of scheduled hours, but not necessarily to the same client(s).

Section 2 - Return from Leave of Absence

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

Section 3 - Return to Work Program

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

ARTICLE 16 - 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 in advance by notifying the Director of his/her designated representative.

Section 2

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

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A grievance is hereby defined as a claim against, or dispute with, the Employer by an employee or the Union representative involving an alleged violation by the Employer of the terms of this Agreement and/or the Employee Handbook. An individual employee or group of employees shall have the right to present grievances and to have such grievances adjusted without the involvement of the 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

Grievances shall be handled in the following manner:

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

Step One:

If no settlement has been reached by the grievant and the employer, the company's time line has expired or the union or employee has opted not to present the grievance orally, the grievance shall be reduced to writing and shall be presented by the grievant and/or the union to the Agency Director or his/her designated representative within thirty (30) calendar days from the date of the occurrence of the facts or from the date the alleged violation first became known; provided, however, that in the case of a grievance based upon or related to the discharge of an employee, such written grievance must be presented within thirty (30) calendar days after the date of discharge. The company will respond in writing within 10 days.

Step Two:

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

Step Three:

If no settlement is reached or the employer does not respond within ten (10) calendar days after the date the grievance is presented to the Employer as provided in Step Two, then the 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 parties shall make a good faith effort to agree on an arbitrator. In the event the parties are unable to agree, and not later than five (5) days from receipt of the first request for arbitration, the parties shall select the list of arbitrators as follows:

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

The jurisdiction of the impartial arbitrator is limited to:

- (1) Adjudication of the issues which under the express terms of this Agreement and the submission agreement setting forth the issue or issues to be arbitrated, which shall be entered into between the parties hereto, are subject to submission to arbitration;
- (2) Interpretation of the specific terms of this Agreement and/or the Employee Handbook which are applicable to the particular issue presented to the arbitrator;
- (3) The rendition of a decision or award which in no way modified, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with any of the provisions of this Agreement and/or the Employee Handbook; and
- (4) The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties.
- (5) The rendition of a decision involving the administration or interpretation of insurance plans or contracts, including pension plans; and those issues related to interpretation of the health and dental plan rules for eligibility, cost to employees, the union and the company. The arbitrator shall not have jurisdiction over internal rules of the insurance plan itself which are outside the employer's control.

Section 4

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

ARTICLE 18 – 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 19 – WAIVER AND SAVINGS

Section 1 – Waiver

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

Section 2 – Savings

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

ARTICLE 20 - HOURS OF WORK AND OVERTIME

Section 1- Normal Work Schedule

The following shall be considered the normal work week: Forty (40) hours of work, Monday through Sunday. Employees shall normally be scheduled for two (2) consecutive days off. Overtime, at the rate of time and one-half (1-1/2 times) the straight time pay, is paid for work in excess of forty (40) hours worked in one week, or eight (8) hours worked in a day. (i.e. counting travel time for overtime.)

Section 2

Overtime work is discouraged by the Company, however, the Company shall have the right to determine when overtime shall be worked.

Section 3

Travel time is the time spent in a single day traveling between clients. Travel time shall be compensated at the regular rate of pay for the employee involved, **and shall be the actual time spent in such travel.**

Section 4

An unpaid mealtime/lunchtime shall be one-half (1/2) hour, and said mealtime shall be as near as possible to the middle of the workday.

Section 5

Each employee shall have a paid rest period of ten (10) minutes for each for (4) hours or major portion thereof, to be taken insofar as practical in the middle of each work period.

Section 6

Nothing herein shall be construed as guarantee of hours of work per day per week.

Section 7

In no event shall any overtime or premium pay be pyramided or duplicated.

Section 8

Employees who report for scheduled work and who are unable to work, or complete their assignment, through no fault of their own, shall be paid two (2) hours show-up time, or their actual assigned time if less than two (2) hours, at their straight time hourly rate, or be reassigned. Employees unable to work an assignment shall immediately call the Company office for reassignment.

Section 9

Employees specifically directed by a supervisor to standby at home, particularly on weekends and holidays, to await a call for a specific assignment shall be paid for such standby time at half (1/2) the regular straight time hourly rate. Such standby does not apply if the worker is not ordered to stand-by or call at a later time to see if work is then available.

Section 10

Employees will be paid their normal straight time hourly rate for time spent in training, which employees are required to attend, and in post-hiring orientation sessions.

Section 11

The Company agrees to maximize the number of hours offered to employees, allowing up to forty (40) hours of employment per week. The Union and the Company will develop a form to be signed by employees who wish to work full-time approximately twenty-six (26) hours a week or more or fifty-six and one half (56 ½) hours a pay period, and who wish to be considered full-time employees. These employees shall be protected as full-time workers regarding their eligibility for benefits. They shall be required to accept any reasonable assignment to maintain their full-time status. However, should their hours temporarily drop below full-time approximately twenty-six (26) hours per week or fifty-six and one half (56 ½) hours a pay period through no fault of their own, they will not lose their full-time benefits.

Section 12

There shall be protection against the loss of clients (cases) while the employee is away due to reasonable vacation time, sick leave, funeral leave, jury duty, etc., for a duration of not more than two weeks and subject to the approval of the client. The Company will work with the Union in developing procedures to implement this proposal.

The Company and the Union express their mutual desire to achieve a more full-time work force and agree to continue to review this Collective Bargaining Agreement with the intention of revising the Agreement where necessary and possible, to reward full-time, senior employees and to encourage other employees to become full-time.

ARTICLE 21 - VACATION

Section 1

Employees with a hire date prior to October 1, 1998, shall receive the following vacation benefits:

- a. Full-time employees who work an average of twenty-six (26) hours a week, including travel time, or fifty-six and one half (56 ½) hours each semi-monthly pay period, shall accrue two (2) hours of paid vacation for every fifty (50) hours worked, per month
- b. Full-time employees who work an average of forty (40) hours a week, including travel time, or eighty-seven (87) hours each semi-month pay period shall accrue eight (8) hours of paid vacation per month.
- c. Employees with a hire date of October 1, 1998 or later, who work thirty-two (32) or more hours per week, or sixty-nine (69) hours a pay period shall receive one (1) week of vacation after one year of service. The one (1) week vacation shall be thirty-two (32) hours if the employee works thirty-two (32) hours a week, or; more if the employee averages more than thirty-two (32) hours a week.
- d. Employees with a hire date of January 1, 2002 or later will not begin accruing vacation according to the above schedule until July 1, 2002.

Section 2

Vacation accrual begins on the first day of employment, however, employees must complete the ninety (90) day probationary period before accrued time will be credited.

Section 3

An employee has the right to use accrued vacation upon serving one (1) year.

Section 4

The Company will permit vacations to be cumulative upon request of an employee. It is within the sole discretion of the Company to schedule vacations according to the needs of the Company. However, to the extent possible, all consideration will be given to vacation time requests submitted by employees. Vacation requests must be submitted by employees to the Company three (3) weeks prior to the time when the employee wishes to take his/her vacation. Whenever possible, priority for vacation request will be base upon seniority.

Section 5

Employees shall be paid their pro-rated vacation benefits upon termination of said employee or termination of the San Mateo County IHSS contract, except where the employee has less than one (1) year of employment.

Section 6

Vacation Pay shall be paid by a separate check and is subject to the usual dues deductions and reporting procedure as outlined in Article Seven (7) of this Agreement.

Section 7

Employees may cash-out their accrued vacation once per year, in lieu of taking time off, provided they give three (3) weeks written notice to the Company.

Section 8

The Company shall respond within two (2) working days to an employee's request for his/her accrued vacation leave benefits.

Section 9

All employees will be required to notify the Company, three (3) weeks in advance of the end of each contract year, whether any accrued unused vacation they have on record should be cashed out or carried over to the next contract year. If the employee fails to designate a preference, their vacation will be carried over.

Section 10

An employee who quits his/her employment without giving the Company two (2) weeks notice will not lose their accrued vacation time.

ARTICLE 22 - MILEAGE AND BUS FARE**Section 1**

All employees will receive mileage reimbursement at the rate of thirty cents (\$.30) per mile. Mileage will be received for travel between clients and wherever specifically authorize by the employee's supervisor, provided such mileage is recorded by the employee as required.

Section 2

An employee who uses public transportation shall not received mileage reimbursement, but shall be reimbursed the total amount spent for such fare. This reimbursement shall only apply to the same trips as outlined in Section 1 of this Article.

Section 3

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

Section 4

Abuse of any of the provisions of this Article by an employee is grounds for discipline up to and including discharge.

ARTICLE 23 - SICK LEAVE**Section 1**

All employees with a hire date prior to October 1, 1991, shall accrue and receive sick leave according to the following formula:

- a. Full-time employees who work an average of twenty-six (26) or more hours per week, including travel time, or fifty-six and one-half (56 1/2) hours per semi-monthly pay period, shall accrue four (4) hours per month of paid sick leave.
- b. Full-time employees, who work an average of forty (40) hours per week, including travel time, or eighty-seven (87) hours per semi-monthly pay period, shall accrue eight (8) hours per month of sick leave.
- c. Part-time employees, those working less than twenty-six (26) hours a week, shall accrue sick leave at the rate of .8333 hours of sick leave for every forty (40) hours worked. (This is equivalent to about one week per year).

Section 2

All employees, full-time and part-time, with a hire date of October 1, 1991, through September 30, 1998, shall be entitled to one (1) week of paid sick leave, accrued at the rate of one (1) hour of paid sick leave for every fifty (50) hours worked.

Section 3

All employees with a hire date of October 1, 1998 or later, who work thirty-two (32) hours or more per week, or sixty-nine (69) hours a pay period shall receive four (4) hours of paid sick leave, per month, which may be used after completing their ninety (90) day probation, however, the sick leave will accrue from the date of hire.

Section 4

Accrual of sick leave begins on the first day of employment, however, sick leave is not credited and may not be used until after completion of the ninety day probationary period.

Section 5

Full-time employees with a hire date prior to October 1, 1991 may cash out fifty percent (50%) of unused sick leave at the end of each contract year/period. Part-time employees with a hire date prior to October 1, 1991 may cash out one hundred percent (100%) of unused sick leave at the end of each contract year/period.

All employees with a hire date of October 1, 1991 through September 30, 1998, full and part-time, may cash out fifty percent (50%) of unused sick leave at the end of each contract year/period.

Employees exercising any of the above cash out provisions shall forfeit the remaining accrued sick leave not cashed out.

Section 6

Sick leave shall be paid for bona fide illness on a worker's normal working day, for the hours scheduled for work and no other time in accordance with the limitations set forth herein.

- a. The Company reserves the right to require reasonable proof of illness, if illness lasts beyond three (3) scheduled workdays, and may require a doctor's release.
- b. No employee may receive sick leave benefits unless said employee calls into the office before 8:30 a.m., or two (2) hours prior to the first assignment, if earlier than 8:30 a.m.,

unless there is a verifiable emergency preventing the employee from meeting this requirement.

- c. Payment of sick leave shall be supplementary to disability benefits or Worker's Compensation. The combination of sick leave payments and disability benefits or Worker's Compensation shall not exceed the amount the employee would have earned had the employee worked his/her normal schedule.
- d. Unused sick leave will be carried over from one contract year to the next during the same County contract period.

Section 7

The Company will maintain a twenty-four (24) hour call service or answering device.

Section 8

The Company shall respond within two working days to an employee's request for his/her accrued sick leave benefits.

ARTICLE 24 - JURY DUTY

Employees who are summoned to do jury duty will be granted a leave of absence without pay for up to fifteen (15) days upon submitting proof of such summons to the Company in advance of such service. The Company is willing to furnish the employees with a letter to the Court or jury asking that the employee be held in exempt from jury duty because of his/her employment and the serious nature of the work, i.e., client care.

ARTICLE 25 - FUNERAL LEAVE

To make funeral arrangements and to attend the funeral of a member of the immediate family (**Immediate family shall include household members: parents, in-laws, grandparents and blood siblings**), employees will be given a leave of absence up to seven (7) days without pay, provided reasonable notice is given.

ARTICLE 26 - HEALTH AND DENTAL INSURANCE

Section 1

A health coverage plan will be instituted through the utilization of Pacific Care (HMO) Insurance plan, or an equivalent plan. Company may change health and vision carrier to GBA providing that benefits and co-pay are identical to current plan.

Employees with a hire date prior to October 1, 1998. This is voluntary program wherein full-time employees, working approximately twenty (20) hours or more a week or forty-three and one half (43 ½) hours per semi-monthly pay period, the Company will pay one hundred percent (100%) of the monthly premium. Part-time employees will be required to pay one hundred percent of the cost of such health coverage premiums. Dependent coverage will be available at full costs to all employees.

Employees with a hire date after October 1, 1998 who work an average of twenty-eight (28) hours per week or sixty-one (61) hours a pay period to be eligible for health insurance coverage and their cost will be \$20.00 per month for their share of the premium with the Company paying the balance of the premium.

Retain the current benefit level. In addition, Addus proposes that the Company and the Union work together to identify a mutual satisfactory health insurance plan which reflects the costs projected in the current IHSS contract and budget. Union agrees to Addus proposal search with current benefit level being maintained until mutual satisfactory plan is found.

Section 2

The Company shall maintain the current Pacific Care plan or equivalent plan wherein the co-pay is \$5.00 for doctors' visits and prescriptions. However, no changes in the current plan or the carrier, to a new or equivalent plan, shall be made without prior review and approval of the Union. The Union will be given at least thirty (30) working days to review a request for change in the health plan provisions and will provide its approval or disapproval in writing.

Section 3

Should an employee covered by this health plan leave the employ of the Company or go onto a non-pay status, and indicate a desire to take advantage of their COBRA option in order to continue coverage, said employee shall be provided thirty (30) day paid coverage to secure private status in the health plan. All health coverage premium payments after the thirty (30) day paid grace period shall be at the employee's expense. Employees will be notified in writing of a change in their employment status if such change affects their insurance coverage.

Section 4

The Company agrees to obtain any required employee payments through payroll deductions, if an employee requests.

Section 5

Full-time employees who, through no fault of their own, temporarily drop below full-time status, shall not lose their medical benefits.

Section 6 – Vision Care Plan

A vision care plan shall be provided where the employer shall pay eighty percent (80%) of the monthly premium for full-time employees those working approximately twenty-six (26) hours per week or more, approximately fifty-six and one half (56 ½) hours a pay period. The actual plan shall be negotiated between the Company and the Union. Part-time employees shall be eligible to participate at full cost to the employee.

ARTICLE 27 - INSURANCE

The Company shall provide insurance coverage for its IHSS contract performance.

ARTICLE 28 - HOLIDAYS

Section 1

Full-time employees shall receive paid holidays as follows: Employees hired prior to October 1, 1998. Full-time employees (those averaging twenty-six (26) hours a week or more), or approximately fifty-six and one half (56 ½) hours a pay period, shall receive the following paid holidays. Employees with a hire date of October 1, 1998 or later. Employees who work thirty-two (32) or more hours per week, or sixty-nine (69) hours a pay period shall receive nine (9) paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

Section 2

Holiday pay eligibility shall be at the employee's regular hourly rate of pay and shall consist of the actual hours the employee was scheduled to work that day.

If the employee has no work hours scheduled on the holiday, pay for that holiday shall be computed by dividing the number of hours worked during the two (2) preceding pay periods preceding the holiday, by the number of days worked in that period, and multiplying those hours by the employee's hourly rate of pay. If a holiday falls on a Saturday, eligible employees will be given the preceding Friday off with pay. If the holiday falls on a Sunday employees will be given the following Monday off with pay.

Section 3

Eligible employees will received as pay for holidays an amount computed by dividing the number of hours worked during the pay period preceding the holiday by the number of days worked during that period and multiplying the dividend by the employee's hourly rate.

Section 4

Work assignments for holidays shall be avoided wherever possible. In the event an employee is assigned by his/her supervisor to work on a scheduled holiday, that employee will receive holiday pay in addition to their normal rate of pay for those hours worked.

ARTICLE 29 - EMPLOYEE I.D. BADGES/HANDICAPPED PARKING PLATES

The Company shall issue, to all employees working under this contract, nametags or identification badges to be used when working in clients' homes or conducting any other authorized business under the IHSS contract. The Company reserves the right to develop policies and procedures relative to the implementation of this provision.

ARTICLE 30 - LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1

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

Section 2

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

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

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

ARTICLE 31 - FUTURE SAN MATEO COUNTY IHSS CONTRACTS

The Union and the Company will negotiate and agree to the wage and benefit package for any future contract years that follow the period during which this contract covers. These negotiations will commence upon written notice by either party up to three (3) months prior to the termination date of this contract.

Both the Union and the Company shall have the right to re-open negotiations for increases in benefits and non-economic provisions of the agreement, one year following award of the contract if the County chooses to extend the contract in the second year and, will re-open negotiations for increases in wages, benefits and non-economic provisions of the agreement if the County chooses to extend the contract in the third year. Either party choosing to exercise this right, must notify the non-exercising party at least 45 days prior submission of extension documents to County or within 5 days of County's invitation to extend contract.

ARTICLE 32 – VACANCIES

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

ARTICLE 33 - SUCCESSORSHIP

Section 1 - Notice

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

Section 2 - Subcontracting

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

ARTICLE 34 - 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 from communication with the employees or members related to business differences or disagreements between the Company and Union.

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

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

ARTICLE 35- JOB DESCRIPTIONS AND CARE PLANS

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

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

ARTICLE 36 - CASELOAD

Section 1

The Company and the union agree that there is a jointly-held interest that Employees receive 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.

The goals of the Full Employment Initiative are:

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

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

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

ARTICLE 37 - SENIORITY

Section 1 - General

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

Section 2 - Termination

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

Section 3 - Work assignments

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

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

Section 4 - Layoffs

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

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

An Employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required or if the additional assignment(s) results in more than forty-five (45) minutes travel time (by auto) from home to the first client of the day or from the last client of the day back to the employee's home. The Employer agrees to provide ten (10) days' notice of layoff to affected employees.

Section 5 - Recall

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

To be eligible for recall, a laid-off employee must keep the Employer informed of his/her current address and phone number. The Employer shall notify laid-off workers of recall by certified letter. When offered re-employment from layoff, the Employee must indicate acceptance and availability for work within five (5) days of receipt of letter unless unusual circumstances prohibit return within that time period.

ARTICLE 38 - RECORDS AND PAY PERIODS

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 39 - COPE CHECK OFF

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

ARTICLE 40 – CREDIT UNION

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

ARTICLE 41 – ADHERENCE TO EXISTING STATUTES

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

ARTICLE 42 – 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 43 – HOMECARE LOBBY DAY

The Employer agrees to grant up to 15 percent (15%) of bargaining unit Employees in each state, based on a first-come, first-served basis, specific paid leave days, up to two days per calendar year, as designated by each local. Additional days may be granted on a branch by branch basis by request; such requests will not be unreasonably denied by the employer. Union for the general purpose of public action and lobbying the legislature to increase payments to home care agencies and their employees and other legislation beneficial, as agreed to by both, to both parties. The local Union shall designate in writing to the Employer the Employees who are requesting such leave at least 7 calendar days in advance.

Leave requests shall take client needs into consideration, but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the local Union concerning any difficulties in granting leave requests.

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

ARTICLE 44 – PRE-BID AGREEMENTS

1. The Employer and Union agree that it is a mutual goal that the level of wages and benefits negotiated and paid under one service contract period should extend or be improved in all subsequent contract periods.
2. The Employer and Union agree that the Employer must not be placed in a disadvantageous bidding position in any contract procurement as a result of retaining and/or improving worker wages and benefits.
3. In recognition of a) and b), above, both Union and Employer agree to adopt the following process for establishing wage and benefit levels in any open procurement conducted by any contracting entity:

- a. The Employer and Union will meet to negotiate the wage and benefit standards in all procurements where the Union represents home care aides, and;
- b. The wage and benefit standards will be negotiated, subject to the level of funding, the standards of the procurement document, and the requirements set forth in the procurement document, and;
- c. The wage and benefit levels for home care aides will be agreed to in writing, and;
- d. The Union will be responsible to obtain a written agreement from all other bidders and potential bidders that each bidder will submit a bid that meets or exceeds the wage and benefit standard negotiated with the Employer, and;
- e. The Union will withhold its labor from any/ all bidders and actively oppose a contract award to bidders that submit bids that do not include the standards negotiated with the Employer.

ARTICLE 45 – ORGANIZING

This Article describes the procedures that will be followed when the union seeks to represent currently unrepresented employees and shall apply to all, current and future, unorganized IHSS Addus branch offices and any other offices or units agreed to under Article 33 in this agreement.

Section 1 - New Relationship

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

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

Section 2 - Employee List

Within seven days of Union's written request, Addus shall provide to the Union alphabetical lists of all currently unrepresented full-time and part-time IHSS employees or other employees agreed to per Article 33 (a) working within an Addus branch office or (b) employed pursuant to any contract between Addus and any third party, which list shall include the name, address and telephone number for each employee. This list will be updated monthly if requested by the Union.

Section 3 - Union Access

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

activities of Addus, and Addus will not interfere with the Union's activities or distribution of literature.

Section 4 - Addus Neutrality

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

Section 5 - Union Commitment

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

Section 6 - Joint Communication

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

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

Section 7 - Communication

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

Section 8 - Bargaining Unit

For purposes of recognition under this Article, the appropriate unit for purposes of collective bargaining shall be: All full time, regular part time hourly employees and per diem employees working in any Addus IHSS branch or working under any IHSS contract, or any other contract as agreed to under Articles 33, between Addus and any third party or any combination thereof as designated by the Union.

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

Section 9 - Branch Organizing Schedule

Upon ratification of this agreement all, current and future, unorganized Addus IHSS branches shall be able to organize according to the procedure described in this article. This applies to but is not limited to branches in Pennsylvania, Delaware, Illinois, Indiana, Missouri, Idaho, Washington, Oregon, and California.

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

Section 10 - Card Check or Expedited NLRB Recognition

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

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

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

B. If the Union chooses the card check recognition procedure, the employer hereby expressly waives its right to an NLRB election. In connection therewith, the parties shall observe the following procedure:

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

Section 11 - Application of Contract

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

Section 12 - Coverage

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

Section 13 - Dispute Resolution

Any dispute over the meaning or application of this Article shall be resolved through final and binding arbitration. All disputes shall be heard and decided by the arbitrator. The arbitration shall be expedited so that the arbitrator shall issue an award no later than 14 days after either party makes a request for arbitration. The arbitrator's award shall be final and binding on the parties. The parties agree to use the process outlined in Article 13: Grievance Procedure in the selection of an arbitrator. If either party fails to comply with the decision of the Arbitrator, it hereby consents to enforcement of this Article and any decision of the Arbitrator in any court of competent jurisdiction and waives any defenses it might have to such enforcement. The parties agree not to file petitions (except as specified in this Article) or charges with the National Labor Relations Board, which may be handled under this Article.

Section 14 - Application to Other Labor Organizations

If, prior to the execution of the NLRB consent agreement between the parties or prior to the date set for counting authorization cards, another union seeks to represent the employees in the new branch, such union shall be offered the opportunity to execute an agreement identical to this Organizing Article covering the employees for which representation is being sought. The Union and the Employer will suspend the election process or card counting process for seven (7) days for the intervening union to

consider and execute the agreement with the Employer. If the intervening union refuses to enter such an agreement, then the election or card check process shall continue between the Union and the Employer under the terms of this Agreement. If the intervening union agrees to execute the agreement, all processes that call for agreement between the Employer and the Union are amended to read between Employer, the Union and the intervening union. Where disputes require mutual agreement, the agreements must be tripartite. Costs for arbitrators will be split three ways. If the Union files or has filed an NLRB petition, the intervening union must file an intervention pursuant to NLRB procedure in order to be subject to the terms of this Agreement.

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

Section 15 - Industry Associations

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

ARTICLE 46 – BUSINESS DEVELOPMENT

Within 30 days of the signing of this agreement, Addus and SEIU will form a business development committee that is tasked with establishing specific business development initiatives with measurable objectives and time frames.

The Committee will be staffed by equal numbers of senior level management from the organizations. The initial committee will be staffed by at least the following individuals.

Addus

Mark Heaney, Vice President/COO

Kim Kruser, Regional Vice President

Darby Anderson, Regional Vice President

Lynn Keller, Regional Vice President

Donna McNally, Regional Vice President

Michael Burke, National Contracts Director

SEIU

Keith Kelleher, Head Organizer
Local 880

Andrew Tripp, Organizing
Coordinator, Intl.

Jim Philliou

Steven Ward, Dep. Director, LTC
Division

Dave Keiffer

The committee will hold quarterly face-to-face meetings throughout the duration of the agreement. The committee will establish binding benchmarks, target locations, numbers of workers and/or clients and a schedule for Addus/SEIU expansion. The committee shall make decisions by the written consent of both parties.

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

Both parties expect the relationship to improve at the local, state and national levels. Whenever possible, the parties will work together to improve funding to the programs, wages and benefits and working conditions for employees, and to expand opportunities for consumers to remain safely and productively in their communities. To this end, the Union agrees to facilitate dialogue between Addus Health Care and consumer and interest groups with which it has a relationship. In States where the company is a member of a home care industry association, the company, upon the Union's request, will propose the association adopt a neutrality resolution towards union organizing. The company will encourage the association and its members to meet with the union to discuss neutrality.

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

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

- IHSS business development in existing or new Addus and/or SEIU states. Initial targets of growth in existing states would include, Pennsylvania, Delaware, Missouri, Indiana, Idaho, California, while initial targets of growth in new states include Arizona, Colorado, Louisiana, Maryland, Massachusetts, Michigan, Nevada, New Jersey, New York, Minnesota, Connecticut and Wisconsin. It is the goal over the term of this agreement that the work of this committee will lead to the initiation of fifteen (15) new sites serving existing Addus states and the initiation of services in at least one site in ten (10) new states. All new offices would be immediately eligible for SEIU organizing.
- During the term of the agreement, SEIU and Addus will jointly advocate that California counties (with a goal of IHSS caseloads of 2000 or greater) that do not currently offer a mix mode of care will initiate the mixed mode of service delivery. The committee, with local input, will recommend the target counties on the basis of volume, ability to secure an organized workforce in contract mode, the interests of both parties in preserving or maintaining, or promoting alliance with consumer organizations and a strong likelihood that Addus would be successful in the bid or application as contractor. By the date of implementation in the first county to the mixed mode, Addus agrees to open at least five (5) new sites, at least two (2) of which will be in at least two (2) new States. For each additional

county that initiates the mixed mode, Addus agrees to open at least five (5) new sites, at least two (2) of which will be in at least two (2) new States. Such offices would immediately be eligible to SEIU for organizing through the mechanism outlined in Article 32 Organizing.

- Respite (Fill-in) Services for Independent Providers. The committee will draft mailings to be sent to Independent Providers/Personal Attendants in states where both SEIU represents the IP/PAs and Addus provides IHSS services. The letter will offer Addus as a preferred choice to the consumer and IP/PA for services should the IP/PA become ill, need vacation relief or temporary services if the consumer is between IP/PAs. At the request of the Company the Local SEIU will agree to approve and send mailings (no more frequent than quarterly) to all individual providers represented by SEIU in all states where Addus/ SEIU both operate. The Company shall bear the costs of all postage and material costs related to these mailings.
- The committee will discuss the organizing of and methods of communicating the skilled services offered by Addus to the Independent Providers/Personal Attendants in states where both SEIU represents the IP/PAs and Addus provides skilled services. Communication will be positioning Addus as a choice to the consumer for the delivery of skilled, intermittent home care services and coordination of care with the IP/PAs.
- The committee will discuss ways that SEIU can assist Addus in becoming the preferred provider of home care services from organizations organized by or affiliated with SEIU (Hospitals, nursing homes, pension funds, Federal and State programs, employers, insurers, advocacy groups, etc.) and the organizing of those workers.
- The committee will have ongoing discussions regarding the organization of Addus' skilled care and adult day service units.
- It is a goal of SEIU and Addus that within eighteen (18) months of the signing of this agreement Addus will obtain a contract to serve the Los Angeles market through the Area Agency on Aging and City of Los Angeles. The goal of the ensuing contract will employ at least 200 home care aides after the first year and continue to grow over the term of the contract.
- The committee will work proactively on opportunities and threats identified in the areas of Medicaid reform, Managed Care, Cash & Counseling and other significant policy issues surrounding long term care services.
- SEIU and Addus will make mutual introductions to advocates and interest groups as requested.
- The committee will explore capital strategies of joint interest to Addus and SEIU in the financing of acquisitions.

ARTICLE 47 – TERM OF THE AGREEMENT

This agreement shall be effective immediately upon membership ratification, and shall remain in full force and effect, unless amended by mutual written agreement of the parties, through June 30, 2007. 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.

APPENDIX "A"

HOURLY WAGE RATE REQUIREMENTS SPECIAL CONDITIONS

Wages for the IHSS San Mateo Contract

July 1, 2004

Seniority and pay status shall be calculated on the basis of cumulative service hours an employee has worked under the San Mateo County IHSS contract. Seniority is continuous from contract to contract.

Hourly Wage Rates

Effective September 1, 2005, all workers shall earn \$10.50 an hour. Those workers whose wages are above \$10.50 shall remain earning their current wage.

In the event there is an increase in the MACR, Addus shall notify the union within 30 days to negotiate wage increases.

Service to Recipients with the AIDS Virus

Homemakers who service AIDS clients, or clients with other communicable diseases, shall be paid an additional one dollar (\$1.00) per hour for all hours worked. This is in addition to their regular hourly rate of pay.

There shall be a two (2) hour training requirement for employees who are servicing clients with AIDS, or other infectious disease, in addition to the two (2) hour orientation for new employees, and the four (4) hour annual training. Training will be provided by the contractor, paid at the employee's regular hourly rate.

Section 1

For purposes of fulfilling the training requirements of the homemaker classifications set forth in Article Two (2), Article 13, Training and Appendix "A" of this contract the Company agrees to recognize and give full credit for any comparable training held or otherwise obtained by an employee which is equivalent to the required training and which is properly documented.

The Company will pay employees with one check for their normal semi-monthly pay period.

Employees shall be paid on Friday, if the 10th or 26th falls on a Saturday or Sunday.

In addition, when a payday falls on a weekday that also happens to be a holiday, the payday shall be rescheduled for the last week day prior to the holiday.

The payday of December 26th shall automatically become December 24th. The payday at the Thanksgiving time will be on Thanksgiving eve (the day before Thanksgiving) if Thanksgiving falls on the 26th or later in the month.

Section 2

The Company will endeavor to correct payroll processing miscalculations caused by the Company within three (3) working days.

Section 3

The Definitions of Authorized Job Tasks are attached as Appendix "B". The Company will inform the Union of any changes in "B".

Section 4

- a. Employees shall be furnished paycheck stubs with each paycheck, which, in addition to the regular itemized deductions and information, shall include the following:
 1. Number of hours worked per pay period and the calendar year to date gross earnings;
 2. Hourly rate of pay;
 3. The dollar amount of mileage paid and the number of miles.
- b. The Company shall also provide information to employees, when requested, on their accumulated sick leave and vacation benefit hours as well as their total accumulated service hours.
- c. The Company shall pay employees their vacation with a separate check.

Section 5 - Confidentiality of Bargaining Unit Data

The Company and Union hereby acknowledge that the names, addresses and telephone numbers of bargaining unit members, and any other personal, identify information, is strictly confidential and shall not be released by either party, to any individual, public or private organization, entity or interest, without the express permission of the employee and the other party of this Agreement.

Section 6

In the event of a dispute as to an employee's pay and/or payroll deductions, the Company will provide the Union with the employee's relevant payroll records.

Section 7 - Cost of Living Adjustment (COLA)

Both parties agree that if the state or County makes available any additional funds for a COLA, minimum wage compaction, contract extension, or any other purpose during the terms of this contract, the Union shall have the right to re-open wage and benefit negotiations and the Company shall, accordingly, take any necessary steps to secure such funds and allocate them in accordance with the Union negotiated plan.

Section 8 - Lockout Pay

In the event an employee shows up to a client's house and the client refuses services or the client is not home at the scheduled time, the worker shall notify the coordinator. The coordinator will make an alternative work assignment that is reasonably close to the refusing client's home. In the event that an alternative work assignment is not available, the worker will be paid two (2) hours or half of his/her service hours to that client, up to a maximum of four (4) hours at their regular rate of pay

Section 9 - Early Dismissal

If the client shortens the shift after the shift begins, the worker shall notify the coordinator. The coordinator will make an alternative work assignment at a time and location which the employee in question can reasonably reach. In the event that an alternative work assignment is not available, the employee shall be paid the remaining hours scheduled with this client.

APPENDIX "B"

DEFINITIONS OF AUTHORIZED JOB TASKS

The following definitions are all subject to change if the state or the county changes their definitions:

Domestic Services

Those services related to the normal upkeep of the client's home including any of the following:

- a. Sweeping, vacuuming and washing
- b. Washing kitchen counters and sinks
- c. Cleaning the bathroom
- d. Storing food and supplies
- e. Taking out the garbage
- f. Dusting and picking up
- g. Cleaning and oven and stove
- h. Cleaning and defrosting refrigerator
- i. Bringing in fuel for heating or cooking from a fuel bin in the yard.
- j. Miscellaneous periodic or unanticipated household maintenance activities, such as replacing light bulbs or removing ashes from a fireplace or furnace.
- k. Simple household repairs.

Related Services

- a. Preparation of meals for both immediate consumption and for storage to be consumed at a later time.
- b. Meal clean-up and menus
- c. Laundry services including routine mending, ironing, folding and storing of clothing and linens.
- d. Changing be linens and making the bed.
- e. Reasonable shopping and errands limited to the nearest available stores.
- f. Other shopping and errands as authorized.

Personal Care Services

Involves assistance with personal hygiene and routine activities of daily living.

- a. Respiration limited to services such as assistance with self-administered oxygen.
- b. Bowel and bladder care, such as assistance with enemas, emptying of catheter or costomy bags, assistance with bed pans, application of diapers, changing of rubber sheet and assistance with bed pans, application of diapers, changing of rubber sheet and assistance with getting on and off the commode or toilet.
- c. Consumption of food, consisting of feeding or related assistance to recipients who cannot feed themselves or who require assistance with special devices in order to feed themselves.
- d. Routine bed baths.
- e. Dressing.
- f. Routine menstrual care, limited to application of sanitary napkins and external cleaning.

- g. Ambulation, consisting of assisting the recipient with walking or moving the recipient from place to place.
- h. Moving into and out of bed.
- i. Bathing, oral hygiene and grooming.
- j. Rubbing of skin to promote circulation, turning in bed and other types of repositioning.
- k. Care of and assistance with prosthetic devices.

Transportation Assistance Services

Involves transportation for medical or dental appointments, or for fittings of health-related appliances/devices and special clothing, if the provider's assistance is necessary to accomplish the travel. Also included is transportation to the site where an alternative resource provides service to the recipient in lieu of IHSS, if the provider's assistance is necessary to accomplish the travel, i.e., day-care nutrition centers, etc.

Teaching and Demonstration Services

Area services which enable recipients to perform for themselves those services which they currently receive from IHSS. Such services are limited to domestic services, meal preparation, non-medical personal-care and yard hazard abatement.

Household Management

Bill paying, record keeping and other such tasks, only when specifically authorized by the Company, and only in the manner authorized by the Company.

Authorization for Manner of Work Performed

Perform services as directly relating to client's health, safety and welfare only in the manner authorized by the Company.

Other Services

Perform any other additional services, if such services are incorporated into either federal, state or county regulations during the life of this Agreement and required of the Company by the County of San Mateo.

**APPENDIX “C”
National Agreement**

The following SEIU locals are recognized as bargaining agents with Addus and shall be included in this national agreement as they reach their expiration dates. Units in first contract negotiations at the start of the term of agreement will incorporate the terms of this agreement. New branches shall be added to this agreement through side letters.

Illinois

Local 880 - Oak Forest
Local 880 - Chicago
Local 880 - Fairview Heights
Local 880 - Rock Island
Local 880 - Rockford
Local 880 - Champaign (first agreement)

California

Local 250 - San Joaquin County
Local 521 - San Mateo County
Local 998 - Ventura County

Oregon

Local 503 – Marion/Polk / Yamhill / Benton and Lane Counties

Missouri

Local 2000 - St. Louis

SIDE LETTER OF AGREEMENT

This side letter amends the 1998-2000 San Mateo County Collective Bargaining Agreement between SEIU Local 521 ("Union") and Addus Healthcare ("Company"), as follows:

In order to comply with the provisions of Public Law 96-593 passed by the U.S. Congress December 24, 1980 as an amendment to the National Labor Relations Act and to respect the religious rights of all people, the Union designates the following (501) C (3) charities as eligible to receive sums equivalent to the required dues and assessments of eligible conscientious objectors:

1. Sor Juana Inez
2. La Raza Centro Legal
3. Peninsula AIDS Services

Such an eligible objector may choose on of the above charities to receive such sums in lieu of the Union.

For the purpose of this Agreement an eligible religious conscientious objector is a worker who shows the Union that she/he is, in fact, a member of and adheres to established and traditional tenets or teachings of a bona fide religion which has historically held conscientious objections to joining or financially supporting labor organizations.

Such worker/objector, in order to establish and maintain good standing with the Union as required of all bargaining unit workers, must notify the Union office of her/his intention to utilize the religious objector provision within thirty (30) days of employment with the Company. The Union will take the necessary steps to document that such worker is in good standing only after the worker has satisfactorily arranged for the payment of sums equivalent to the required dues, fees and assessments to a designated charity.

The Company shall utilize the regular dues deduction and payment procedures as are outlined in Article 7, Union Security, of its existing Collective Bargaining Agreement with the Union.

When such equivalent dues sums of a religious objector are deducted from payroll the Union shall be responsible for forwarding said funds to the charity designated by the worker/objector and providing satisfactory proof of payment to such worker.

MEMORANDUM OF UNDERSTANDING
Between
Addus Healthcare
And
SEIU Local 521

Effective upon full funding by the county, all San Mateo County IHSS contract workers will receive an hourly rate of \$11.50 retroactive to November 1, 2007. Any workers currently above this rate will not suffer any reductions.

Effective February 1, 2008, travel time will be defined as actual time traveled between clients and will be paid at the employee's current wage level.

The term of this agreement shall be from July 1, 2008 through June 30, 2010, the length of the current IHSS contract between the County and Addus Healthcare.

Bargaining may be reopened in the event IP wages **increase** during the term of this agreement.

All other terms and conditions of the current collective bargaining agreement shall remain the same.

Agreed this date: July 31, 2008

For the Union

For the Company

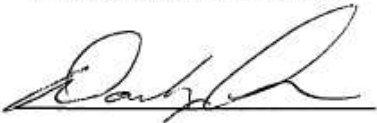
**EXTENSION AGREEMENT
BETWEEN
ADDUS HEALTHCARE INC.
and
SEIU LOCAL 521**

Addus HealthCare, Inc and SEIU Local 521 have agreed to extend the existing Memorandum of Agreement covering the period July 1, 2009 to June 30, 2010. This Extended Agreement shall remain in full force and effect up to and including June 30, 2011 with the terms and conditions described below:

The Memorandum of Agreement between Addus HealthCare, Inc. and SEIU Local 521 which expired on June 30, 2010 shall be extended to June 30, 2011.

Date: 8/26/2010

For Addus HealthCare, Inc.:



Darby Anderson
Vice President for Home &
Community Services

For The SEIU Local 521:



Elsa Caballero, Homecare Director

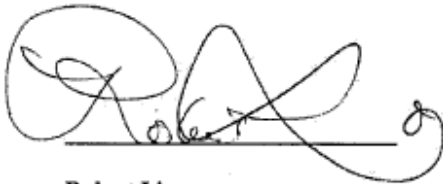
**AGREEMENT
BETWEEN
SEIU LOCAL 521
and
ADDUS HEALTHCARE INC.**

SEIU Local 521 and Addus HealthCare, Inc have agreed to execute the existing Memorandum of Agreement that expired on June 30, 2011 to automatically renew from another year until June 30, 2012 inclusively, under Article 47 – TERM OF THE AGREEMENT.

Under this execution Agreement, the existing Memorandum of Agreement between SEIU Local 521 and Addus Healthcare, Inc that expired June 30, 2011 shall remain in full force and effect till June 30, 2012.

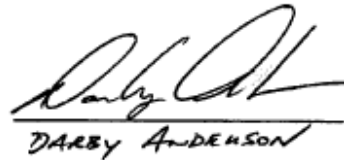
Date : 31 May 2011

For the SEIU Local 521 :

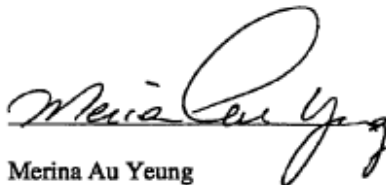


Robert Li
Homecare Director

For Addus HealthCare, Inc:


DARBY ANDERSON

Representative



Merina Au Yeung
Internal Organizer