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## **Article 1. 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 the union and the company. This collaborative approach will enhance the quality and consistency of the services provided to consumers and will improve working conditions for people who provide personal care services

## **Article 2. RECOGNITION 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, SEIU Healthcare 775NW, Service Employees International Union, SEIU Healthcare Illinois Indiana, Service Employees International Union, SEIU Healthcare Pennsylvania, Local 1107, Service Employees International Union, 1199 SEIU, United Healthcare Workers East, Service Employees International Union, Service Employees International Union (referred to herein collectively as “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 historical bargaining units listed in Appendix A, including SEIU locals with current contracts settled prior to execution of a 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, clericals, managers, professionals, and executives as defined under the National Labor Relations Act. The employees covered under this Master Agreement shall constitute one (1) bargaining unit.

Article 30 describes the recognition procedure for currently unrepresented employees during the term of the agreement. Article 30 Section 8 describes the classification of employees to which the agreement is directed and the purpose for labor neutrality.

To the extent that this Agreement conflicts with provisions of extant agreements between Addus and SEIU locals that are party to this Agreement, this Agreement shall apply.

### **Article 3. 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 below. In the event the appropriate SEIU local and Addus cannot reach agreement in local bargaining, the parties will utilize the following dispute resolution process prior to engaging in other actions.

Mediation and 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 related to services performed by bargaining unit members at issue in the local bargaining 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 4. 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 appropriate 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 appropriate 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 or separations, 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 together with the cause of discharge or separation, 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), upon voluntary authorization executed by each employee directing the Employer to make such deductions. The Employer further agrees to list accrued time off as required by the SEIU local agreement. 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 electronic 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 and do so via electronic mail.

## Section 5: COPE/CAPE Deductions

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 voluntarily signed authorizations. The amount deducted shall be transmitted to the Union monthly.

#### Section 6: Credit Union/Bank Deductions

Upon provision of appropriate documentation and signed authorization cards the Company will deduct a voluntary after tax dollar amount from the Employees' paycheck and will make payment to one union designated credit union. Employees shall have the right to make a selection of one banking or credit union institution per branch office.

### **Article 5. VACANCIES**

At a minimum, when a bargaining unit position opening occurs within the Employer, the Employer agrees to notify the local unions and 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 6. 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 as far in advance as practicable. 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.

## **Article 7. 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 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 within 10 working days 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 local union agrees to apply reasonable standards of good taste when posting local union notices.

### Section 3: Employee Communications

Addus will assist in distribution of notices regarding union meetings and activity notices on a branch-by-branch basis. At a minimum Addus agrees, at the request of the 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:

- a. The Union shall submit to the Employer the information at least two weeks in advance of the pay date upon which the union wishes the literature to be distributed or at least 3 days in advance of the date the company will mail the material.
- b. All literature submitted for insertion in pay envelopes shall be clearly identified as Union-produced material.
- c. 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.
- d. 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 or requires an additional envelope to be addressed.

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

B. A leave of absence without pay shall also be granted for no more than ninety (90) days to conduct each local Union's business provided fifteen (15) days written notice is given. Such leave of absence shall be without pay or benefits. 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. PROBATION**

The probationary period for new employees shall consist of ninety (90) calendar days from the date of hire. Upon successful completion of the probation period, the employee shall be entitled to be added to the seniority list. The Employer may discharge a probationary employee with or without cause or advance notice.

**Article 10. MANAGEMENT RIGHTS**

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

The foregoing statements of rights of Management and of the Employer functions are all-inclusive and shall not be construed in any way to exclude other functions not specifically

enumerated, except when such rights are specifically abridged or modified by this Agreement.

## **Article 11. NO STRIKE OR LOCKOUT**

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

## **Article 12. DISCIPLINE AND DISCHARGE**

### Section 1: Just Cause

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

### Section 2: Written Warning

In any case where an employee is the subject of a written formal warning the Employer will notify the employee of the employees' option to be presented with the warning in a face to face meeting or conference call, and to have a local union representative present at the meeting or participate in the conference call when it is scheduled. If a union representative is desired, it is the responsibility of the employee to notify the union and arrange representation. Prior to commencing review of the written formal warning at the scheduled meeting the employee will be given a form to confirm that the employee has been offered the option to have a union representative present. The confirmation will be attached to the written formal warning as part of the permanent record of the meeting.

### Section 3: Union Notification

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

### Section 4: Interview by Union

A local 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 5: 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 local union of any proposed changes to the work rules 30 days in advance.

### Section 6: Employee Conferences

When an employee is called into conference, either in person or by phone, at which the Employer intends to investigate the possibility of imposing discipline 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 local 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 7: Personnel Files

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

## **Article 13. GRIEVANCE PROCEDURE**

### Section 1:

A grievance is hereby defined as a claim against, or dispute with, the Employer by an employee or the Union involving an alleged violation by the Employer of the terms of this Agreement, any local agreements 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 local union, as long as the adjustment is not inconsistent with the terms of this Agreement and/or the Employee Handbook and the appropriate local 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, within 10 business days of knowledge of the event. 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 10 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 15 business days.

*Step Two:*

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

*Step Three:*

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

Section 3:

In the event that a dispute proceeds to arbitration, the Union and employer shall make a good faith effort to agree on an arbitrator. In the event the local union and employer are unable to agree, and not later than five (5) business days from receipt of the first request for arbitration, the Union and employer shall select the list of arbitrators as follows:

- (a) The American Arbitration Association (AAA) shall submit a list of five (5) arbitrators to the union and to Addus.
- (b) Within ten (10) business days after receipt of the arbitration panel, the parties shall meet to select and place in numerical order the arbitrators through the process of elimination by alternately striking names.
- (c) The party to strike first shall be selected by a toss of the coin.

The jurisdiction of the impartial arbitrator is limited to:

- (1) Adjudication of the issues which under the express terms of this Agreement, the applicable local agreement or the Employee Handbook, and the submission agreement setting forth the issue or issues to be arbitrated, which shall be entered into between the parties hereto;

- (2) Interpretation of the specific terms of this Agreement, the applicable local agreement, and/or the Employee Handbook which are applicable to the particular issue presented to the arbitrator;
- (3) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement, the applicable local agreement, or the Employee Handbook and/or which is in conflict with any of the provisions of this Agreement, the applicable local 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 local 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 14. RIGHT OF ACCESS TO EMPLOYER'S PROPERTY**

Section 1:

The Employer agrees to admit to its offices the authorized representative of the local 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 Agency Director or 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 15. LABOR-MANAGEMENT RELATIONS COMMITTEE**

Section 1:

The Employer and the Union shall establish Labor-Management Relations Committees. The purpose of the Committees shall be to consider matters affecting the relations between the Employer, the Union, and the employees, and to recommend measures to

improve client care in specific and the industry in general; provided, however, the Committee shall not engage in negotiations, nor shall the Committee consider matters properly the subject of a grievance.

Section 2:

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

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

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

**Article 16. WAIVER/SAVINGS**

Section 1: Waiver

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

Section 2: Savings

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

## **Article 17. MODIFICATION**

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

## **Article 18. SUCCESSIONSHIP**

### 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 19. HEALTH AND SAFETY**

### Section 1: General Provisions

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

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

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 Company or client cannot or will not provide the necessary cleaning equipment, supplies, or protective garments. If such a situation arises where there are

insufficient supplies or cleaning materials, the employee will report the situation immediately to 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.

### **Article 20. DIGNITY AND RESPECT**

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

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

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

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

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

## **Article 21. JOB DESCRIPTIONS AND CARE PLANS**

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

Upon receiving a new client, all employees will be provided 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 22. LEAVES OF ABSENCE**

### Section 1: Leaves of absence without pay

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

Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor. An intermittent leave or reduced leave schedule [this term is not clear and is not defined] may be granted if the leave is due to the Employee's own illness or the illness of a child, spouse or parent of the Employee. For all family and medical leave of absence requests, employees must complete and submit all required forms to Human Resources, as outlined in the Company's Family and Medical Leave of Absence policy. The decision to grant a leave of absence without pay shall be at the discretion of the Employer except that the Employer shall grant leave of absence without pay to eligible employees for the following reasons and minimum lengths of time:

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

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

Employees with over one (1) year of service with the Employer shall be granted a personal leave of up to twelve months. Employees requesting Personal Leave must do so in writing to the agency director. The Employer shall respond to a request for Personal leave in writing within ten (10) working days. If the Employer is unable to accommodate an Employee's request for Personal Leave, the Employer shall provide reasons and alternative options for accommodating the Employee's request, e.g., rescheduling, postponing. Employees returning from Personal Leave lasting twelve months or less will

be returned to the same position held before the leave and number of scheduled hours, but not necessarily to the same client(s).

Section 2: Return from leave of absence

The Employee returning from an authorized leave of absence is entitled to return to 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, and/or has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment.

Section 3: Return to work program

When feasible, the Employer will provide alternative work opportunities to employees injured on the job. The Employer shall work closely with the employee and 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 23. CASELOAD**

Section 1:

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

There is established a Full Employment Initiative, with the following goals:

- a. To bridge the current gap between the stated availability of employees and the stated desire and 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 similar factors.

Section 3:

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

Section 4:

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

Section 5:

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

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

**Article 24. SENIORITY**

Section 1: General

Employees completing the probationary period shall be credited with seniority retroactive to date of hire. Seniority shall be defined as the length of service within the bargaining unit from date of hire. Seniority shall be used to determine wage rates and entitlement to other benefits as specified in this or any local agreement. 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, or failure to return to work after recall in accordance with the provision of Section 5 of this article. In cases of voluntary quit, the Company at its sole discretion may choose to re-hire an employee at previous tenure.

### Section 3: Work assignments

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

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

### Section 4: Layoffs

A layoff is defined as a permanent reduction in the number of employees employed by the Employer in the branch or in an office. In the event of a need for a reduction in force, the Employer will meet with the Union as far in advance as possible to identify the reasons requiring the reduction and the number of Employees affected. The Union will be allowed to propose alternatives to a layoff, and the parties will work together to find any layoff alternatives before proceeding with the layoff.

If layoffs are required, the least senior employee(s) in a branch office shall be laid off first provided that those employees remaining on the job in that branch office are qualified to perform the work remaining, and provided further that the Employer is not required to reassign an Employee to a work assignment requiring more than an hour additional travel time (by auto) between clients. The Employer agrees to provide a minimum of thirty (30) days' notice of layoff to affected employees.

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

### Section 5: Recall

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

To be eligible for recall, a laid-off employee must keep the Employer informed of 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 25. RECORDS AND PAY PERIODS**

### Section 1:

Employees shall be furnished a copy of their itemized deductions each pay period, which shall include the current hours worked, current wages earned, current wage rate, cumulative wages to date, and any regular itemized deductions, including any duly authorized dues deduction, in accordance with the Company's prior payroll procedures. It is the intent of the Company to enhance its payroll system to include the accrued time off hours by employee on each payroll check stub within 18 months from the signing of this agreement.

In local agreements where accrual of benefits formulas allow for automation, the Company will include and track the items and deductions above as itemized records on employee paychecks within three months of the effective date of this agreement. Otherwise the parties agree to work together to create a system that does allow for automation. In this case, itemization will begin within three (3) months of implementation of the new system.

### Section 2:

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

### Section 3:

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

### Section 5:

It is anticipated that during the life of this agreement the Company will initiate, either through contract regulation or program rule or of its own volition, the implementation of an automated time and attendance system to eliminate the need and use of timesheets, travel/mileage and other employee paper documentation. The parties will negotiate over any impact this technology would have on other portions of the Agreement or the

economic interests of employees. The Company believes this technology will enhance employee job satisfaction and efficiency. The Company agrees to meet with and seek input from the Union in the planning of training efforts and policy/procedure changes required by the use of this technology prior to implementing this program in any state and to review its impact and identify areas needing improvement after implementation.

**Article 26. ADHERENCE TO EXISTING STATUTES**

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

**Article 27. PAST PRACTICE**

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

**Article 28. HOME CARE ADVOCACY DAY**

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

The Company agrees that in cases where the 15% allotment is unmet, employees participating in Home Care Advocacy Day may request additional paid leave days for advocacy work and such requests shall not be unreasonably denied by the Employer.

Home Care Advocacy Days are for the general purpose of public action and advocacy to any state or federal government, legislature or congress on issues related to home care or home health services and other mutually beneficial legislation, as agreed to by both parties in advance.

The local Union shall designate in writing to the Employer the employees requesting such leave at least fourteen (14) calendar days in advance, except in emergency situations with the agreement of both parties. Leave requests shall take client needs into consideration, but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the local Union concerning any difficulties in granting leave requests.

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

**Article 29. PRE-BID AGREEMENTS**

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

1) The wage and benefit provisions of any collective bargaining agreement covering employees who will provide services under the contract the Employer is seeking (should the Employer be awarded the contract) shall be reopened solely for those employees prior to the Employer submitting a bid and the economic terms may be renegotiated in light of the level of funding described, the standards of performance, and other relevant terms and requirements as described in the request for proposals.

2) If (a) the Union agrees to economic terms covering employees of any other employer who would perform the work Addus is bidding on should their employer obtain the contract, which terms are more favorable to the other employer than the terms the Union agreed to with Addus, and (b) the other employer bids on the work, the Union will offer the same terms to Addus or Addus will be privileged to adopt such more favorable terms solely for employees performing the work at issue provided Addus has sent written notice to the Union calling the matter to its attention

## **Article 30. 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 employees (as defined in Section 8 below).

### 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 employees or other employees (as defined in Section 8 below) working within an Addus branch office or 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 in Section 6 of this article.

### 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 ensure the literature is consistent with the spirit of the agreement.

#### Section 8: Inclusion in Existing Nation-wide Bargaining Unit.

For purposes of recognition under this Article and inclusion in the existing nation-wide bargaining unit, the appropriate group of employees for purposes of a showing of majority support shall be all full time and regular part time hourly employees and per diem employees working in any Addus branch or working under any contract between Addus and any third party or any combination thereof as designated by the Union.

For purposes of this Article and this Agreement, employee is defined to include any employees of Addus who provide In-Home Supportive Services in California and direct service or personal care service in any state. Personal care service includes chore services and homemaker services to consumers who qualify for publicly funded personal care or home and community-based services.

#### Section 9: Branch Organizing Schedule

Upon execution of this agreement SEIU will have the right to organize employees at all current and future, unorganized Addus branches in states where Addus is already doing business 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 into operation 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 through a card check process to be represented by the Union or upon 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. However, if the union presents cards signed by less than 55% of employees at the relevant Addus branch, the company shall have the right to request an expedited NLRB consent 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 and the parties shall present the Arbitrator's decision to the NLRB as their agreed position.

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, including presenting the Arbitrator's decision to the NLRB as their agreed position.
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, including presenting the Arbitrator's decision to the NLRB as their agreed position.

B. If the Union chooses the card check recognition procedure, the employer hereby expressly waives its right to an NLRB election and agrees to recognize the Union upon a showing of majority support. 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 Section 2 of this article.
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 a previously unorganized 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 advocate the benefits of neutrality agreements and encourage the association and its members to meet with the union to discuss neutrality.

### **Article 31. BUSINESS DEVELOPMENT**

Within 30 days of the signing of this agreement, Addus and SEIU will form a business development group for the purpose of establishing and implementing specific business development initiatives with measurable objectives and time frames. The express goal of this group is to identify opportunities and impediments to the mutual and relatively equal growth of both the Union and the Company

The group will be chaired by one representative from each entity and will be made up of employees and representatives from each organization whose participation will vary based on specific business development projects.

The group will hold meetings no less than quarterly throughout the duration of the agreement. The group will establish business expansion benchmarks, target locations, numbers of workers and/or clients and a schedule of work related to each of the projects initiated for Addus/SEIU expansion. The committee shall make decisions by the written agreement 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.

The Company and the union agree that both entities and the organized workforce benefit from a committed, sustained effort and coordinated plan for establishing an effective local union specifically focused on home care services. The effectiveness of the local union and the Company should be measured on their collective ability to: shape public

policy for state funded homecare programs, increase funding and reimbursement rates for said programs; and build capacity within the political arena to advocate with key decision makers. The Union and the Company agree to commit to this objective prior to any expansion of the nation-wide bargaining unit.

The Company is currently engaged in an aggressive effort to acquire other entities in the field of home care and expects the effort to continue for the foreseeable future. The Union agrees that it has a significant growth opportunity in organizing these newly acquired locations of the Company. The Company and the Union agree that it is necessary to proceed cautiously with regard to organizing and negotiating contracts for these previously unorganized acquisitions in new states and markets in order not to impede the company's ability to perform future acquisitions or to limit the company's competitiveness in bidding on future acquisition targets. To assure the acquisition strategy continues, the Company and the Union agree to achieve one or more of the following initiatives before the Union invokes its rights under Article 30 in relation to any Home Care Service locations where the Company's operations are the result of an acquisition of a previously unorganized entity and are located in a state where the Company and the Union do not have an existing collective bargaining agreement.

- A reimbursement rate increase in the primary publicly financed home care service program of the location.
- The parties' efforts result in a funding increase, policy change or other activities that increase the Company's base client census a minimum of 10% in the publicly funded home care services program in which the company participates in the state.
- The Union organizes other bargaining units within at least three other agencies in the market of equal size to the Company's operations in the primary publicly financed home care service program of the location or representing at least 10% of the private sector employees in the primary publicly financed home care service program of the location.

Both parties expect the relationship to improve and to enhance available services and employment 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 as well as to facilitate local Union involvement in projects identified and discussed in the business development group. In States where the company is a member of a home care industry association, the company, upon the Union's request, will encourage the association and its members to meet with the union to discuss forming a positive relationship with the union.

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.

- Home Care Services business development in existing or new Addus and/or SEIU states. Initial targets of growth in existing states would include, Pennsylvania, Delaware, New Jersey, Missouri, Indiana, Washington and California, while initial targets of growth in new states include; Arizona, Colorado, Massachusetts, Michigan, Ohio, and New York. All new offices that are a direct result of the business development plan will be immediately eligible for SEIU organizing under the terms of Article 30.
- During the term of the agreement, SEIU and Addus will consider legislation requiring that California counties (with 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 group, with local input, may discuss possible 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.
- Respite (Fill-in) Services for Independent Providers. Addus will draft mailings to be approved by the SEIU Local sent to Independent Providers/Personal Attendants in Illinois where both SEIU represents the IP/PAs and Addus provides home care 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 and local collective bargaining agreements exist between Addus and an SEIU Local. The Company shall bear the costs of all postage and material costs related to these mailings.
- The group 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 resulting new employees.
- SEIU and Addus will discuss the possibility of Addus obtaining a contract to serve the Los Angeles market through the Area Agency on Aging and City of Los Angeles. The goal is to insure that the 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 on other significant policy issues surrounding long term care services.
- SEIU and Addus will make mutual introductions to advocates and interest groups as requested.

**Article 32. Term of Agreement**

This agreement shall be effective immediately, and shall remain in full force and effect for 3 years through July 31, 2015, unless disapproved by a membership vote held within 120 days of the date of execution of this agreement, or unless amended by mutual written agreement of the parties. The agreement shall be automatically renewed for an additional two years 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. Thereafter the agreement shall be automatically renewed 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.

**For Addus**

**Date**



3-9-2012

**For SEIU National Bargaining Committee**

**Date**



3.9.12

**Addendum 1: List of Items Already Resolved and Therefore Not subject to Local Bargaining**

Statement of Purpose  
Recognition  
Scope of Agreement  
Union Security  
Vacancies  
Orientations  
No Discrimination  
Union Rights  
Probation  
Management Rights  
No Strike or Lockout  
Discipline and Discharge  
Grievance Procedure  
Right of Access to Employer's Property  
Labor-Management Relations  
Waiver/Savings  
Modification  
Successorship  
Health & Safety  
Dignity & Respect  
Job Descriptions and Care Plans  
Leaves of Absence  
Caseload  
Seniority  
Records and Pay Periods  
Adherence top Existing Statutes  
Past Practice  
Home Care Advocacy Days  
Pre Bid Agreements  
Organizing  
Business Development Committee  
Term of Agreement