

UNITED DOMESTIC WORKERS OF AMERICA

NEGOTIATED WAGE AND BENEFIT PACKAGE

WITH

ADDUS HEALTH CARE

**Covering Butte County (IHSS) Contract
Bargaining Unit Employees**

For the term

July 1, 2007 through June 30, 2009

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Butte County Collective Bargaining Agreement

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AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of November, 2007 by and between Addus HealthCare (“Company”) and United Domestic Workers of America (“Union”).

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

ARTICLE 1 RECOGNITION

Section 1. For the term of this Agreement, the Company recognizes the Union as the exclusive collective bargaining agent for all of its Butte County In-Home Supportive Services (IHSS) contract providers, hereinafter referred to as “employees”, but excepting all office or clerical employees, guards and supervisors as defined in Section 2 (II) of the Labor Management Relations Act.

Section 2. Nothing contained in this Article shall be construed so as to imply any rights, obligations, or benefits not expressly provided elsewhere in this Agreement, nor shall this provision be construed to be, or effect, a modification of any other terms of this Agreement.

ARTICLE 2 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 (56) hours each semi-monthly pay period.

Section 2. Employees shall be classified as Homemakers.

Section 3. The following classifications shall be used:

- (a) **Homemaker I** status is the pay status for homemakers providing domestic services and related personal care services. Homemaker I status requires four (4) hours of training each year in addition to the two (2) hours of initial orientation. Homemaker I status shall be paid to all Homemakers except under the following conditions.
- (b) **Homemaker II** status is paid to an employee service hours the employee is serving personal care clients, as defined by the Company’s IHSS contract with the County of Butte. Homemaker II status requires four (4) additional hours of training that of a Homemaker I.

- (c) **Homemaker III Staff Aide** status is paid to an employee who has had a minimum of sixteen (16) hours of training, has completed one thousand forty (1,040) hours of service delivery; or has certification as a Licensed Vocational Nurse (LVN) or Home Health Aide, or has documented equivalent experience to this training, and in addition, is available for emergency service, including evenings and weekends; handles difficult clients and will take assignments anywhere throughout the County. There are a limited number of staff aide positions. The Company shall determine, at its discretion, how many employees are classified as Homemaker III, Staff Aides.

Staff Aides (Homemaker IIs) who are given assignments that require traveling long distances shall receive mileage reimbursement as follows. In addition to receiving mileage for travel between clients, as set forth in Article 23, these employees shall receive mileage and travel time traveling in excess of ten (10) miles, from home to their first client, or back home from their last client.

- (d) **Union Steward** status is paid to four (4) good standing employees, designated by the Union, to work under the direction of the Union in serving as homemaker representatives and promoting the betterment of this IHSS contract and homemaker industry.

Section 4. Pay ranges and requirements for each homemaker pay level status are set forth in Appendix "A" attached hereto.

Section 5. 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 3 MANAGEMENT RIGHTS

Section 1. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Company. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatsoever limited to, the full and exclusive control, management and operation of its business; the determination of the scope of activities, and methods pertaining thereto; the right to establish or change starting and quitting times, schedules, assignments, performance standards, and schedules of work; the right to establish, change, combine, or eliminate jobs, positions, job classifications and descriptions; the right to establish wage rates for new, changed or combined jobs, or positions, provided immediate notification of such changes or combinations in job positions, classifications or wage rates given to the Union and this Union contract; the right to determine client circumstances, needs, care plans and treatment plans, and to introduce new or improved procedures, methods, processes, equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work to determine, direct or control operations and methods, reorganize,

combine, discontinue or implement any operation; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof with immediate notice of any such decision being given to the Union; the right to make, enforce and revise safety, work and security rules and rules of conduct; the determination of the number of employees, including, but by no means limited to, hiring, selecting and training new employees, scheduling, assigning, suspending, disciplining, discharging, laying off, recalling, promoting, rehiring, demoting and transferring of its employees.

Section 2. It is understood by the Company and the Union that the rights, powers, authority and functions referred to herein shall remain exclusively vested in the Company except insofar as specifically surrendered or limited by express provisions of this Agreement.

ARTICLE 4 **NO DISCRIMINATION**

Section 1. There shall be no discrimination by the Company or the Union against any employee on the basis of race, creed, color, sex, religion, national origin, handicap, political beliefs, or age, in violation of local, federal, or California law.

Section 2. The ability to communicate with clients is a recognized requirement for employment; provided, however, the inability to so communicate will not be used as a pretext to discriminate against an employee on the basis set forth in Section I of this Article.

ARTICLE 5 **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 Butte County IHSS offices.

ARTICLE 6
SUBCONTRACTING

Section 1. The Company shall have the right to subcontract or contract out bargaining unit work, provided, that before any subcontract of bargaining unit work is awarded which would result in the immediate lay-off of bargaining unit employees, the Company shall give prior written notice to the Union and provide the Union reasonable opportunity to consult with the Company on the matter of such subcontracting. The Company shall retain the ultimate right to determine whether or not to subcontract. The Company shall require that any subcontractor must honor this Agreement for its duration.

Section 2. Where a subcontract is required for lack of employees, before or contemporaneous with such subcontract, the Company will notify the Union of its need for additional employees.

ARTICLE 7
UNION SECURITY

Section 1. Union Security requires an employee to either join UDW or pay UDW a service fee. There are four categories in which a worker becomes a member of the UDW. They are:

Member: As a dues paying Union member, the employee will have the benefits and privileges of membership that are not available to a service fee payer. The employee will have the right to attend membership meetings; to nominate and run for office, vote on dues and fees and to accept or reject union contracts that cover wages, benefits and working conditions, and to participate fully in the internal activities of the Union. (Employees must sign the membership forms or documents at the Company's orientation or return within 30 days.

Service Fee Member: The employee cannot vote to set or raise dues and fees, vote on union contracts, nominate and elect officers, or run for office. Pays the same amount of Union dues as a member. By signing nothing, employee automatically becomes a fee payer in 30 days.

Fair Share Member: If the employee objects to becoming a member or a service fee payer, and further objects to supporting the political or charitable activities of the Union, the employee will have the right under the Union Security provision to pay a reduced "fair share" fee.

The employee must notify the Union by sending a letter of objection to the Dues Department, United Domestic Workers of America, 2750 Fifth Avenue, Suite 300, San Diego, CA 92103. This letter must contain the name, address and social security number of the employee and must state that they do not wish to pay for any non chargeable activities of the Union and wish to exercise their right to pay reduced dues and fees. This letter must be postmarked within thirty (30) days of receiving this letter when hired. If the employee does not join the Union or exercise their legal right to object to payment of dues and fees, they will automatically be considered a

dues-paying non-member.

If the employee wishes to challenge the amount which UDW has determined to be chargeable to fair share service fee payers, they must send a letter expressing dissent to the UDW office postmarked no later than thirty days from receipt of this letter. Upon receipt of the written challenge UDW will place all of the agency fees collected from the challenger into an interest bearing escrow account where they will remain until a decision has been rendered by an impartial arbitrator over which party is entitled to those sums.

Religious Objectors: Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations is not required to join or financially support UDW as a condition of employment. Such employee is required, in lieu of periodic dues, initiation fees or agency shop fees to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. A list of the funds to which contributions may be made is available from UDW. Proof of payments shall be made on a monthly basis to the UDW as a condition of continued exemption of the requirement of financial support to UDW.

UNITED WAY OF BUTTE COUNTY

Such an eligible objector may choose one 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 or 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.

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.

Union membership shall be a condition of employment. Each employee shall be required to become a member of the Union no later than the thirty-first (31st) day of employment, and to remain a member of the Union in good standing. Any employee who fails to become a member of the Union within the time limit set forth herein shall be discharged by the Company and the Company shall provide written notice to the Union of such discharge within thirty (30) days.

Section 2. The Company agrees to furnish to the Union, within thirty (30) days after the execution of this Agreement, a list of its employees to include names, addresses, phone numbers, employee numbers, 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 Company further agrees to provide the Union with the Union portion of the dates 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. The Company agrees to deduct from each employee's pay all authorized fees, dues, and assessments as required by the Union, upon voluntary authorization executed by each employee directing the Company to make such deductions. The Company shall make such deductions from the employee's paycheck following receipt of such authorization, and periodically thereafter as specified on the authorization, so long as such authorization is in effect, and shall remit same to the Union within fifteen (15) days after the end of each pay period. The Union will furnish all the forms necessary to be used for this authorization and will notify the Company 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. Employees shall pay initiation fees in two (2) equal consecutive installments.

Section 4. The Company agrees to provide a union summary report containing the name, employee number, union initiation fees, dues, and cumulative year-to-date totals of fees, dues and assessments for each employee; the total gross wages for all employees combined; the total union dues for all employees combined; the total initiation fees for all employees combined; the total union assessments for all employees combined; and the total number of employees in the payroll period covered. These 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 Union no later than ten (10) days after the end of each pay period. The Company will also furnish the Union, at the termination of this Agreement, a copy of all employee records that the Company is required to supply to the County.

If the Company 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 Union's facilities, it will utilize such procedure, at the Union's expense, to report under this Section.

Section 5. The Union agrees to indemnify the Company and hold it harmless against any and all suits, claims, demands, and liabilities for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Company for purposes of complying with the foregoing provisions of this Article. Such indemnity by the Union shall include the payment of any and all attorney's fees incurred by the Company to defend any action described in this Section.

ARTICLE 8
DISCHARGE AND DISCIPLINE

Section 1. The Company shall have the right to discipline employees and to discharge employees for just cause.

Section 2. Within ninety-six (96) hours after any discharge, the Company will notify the Union 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. A Union representative shall have the right to interview employees and Company personnel concerning discharge and discipline matters. Such interview shall not interfere in any way with the Company's business activity. Such interview is to be for informational purposes.

Section 4. If an employee fails to immediately report a recognizable change in a client's circumstances, such failure to immediately notify the supervisor will be grounds for discipline, up to and including discharge.

Section 5. The Union will be given copies of all safety, work and security rules and any other rules of conduct promulgated by the Company.

Section 6. Any liquidated damages charge assessed against the Company that is the result of employee performance or non-performance shall be grounds for termination of that employee.

Section 7. Failure of an employee to accept scheduled training shall be grounds for discharge.

Section 8. An employee who quits her/his employment without giving the Company two (2) weeks notice shall be considered to have been discharge for cause, unless circumstances satisfactory to the Company mitigate against such treatment. However, the employee will not lose their accrued vacation.

Employees otherwise discharged for cause who have less than one (1) year of employment, shall lose any accrued vacation benefits.

Section 9. The Company shall allow employees access to their personnel file at reasonable times. Employees shall have the right to submit written comments replying to any material in their file, which comments shall also be maintained in their personnel file.

Section 10. The Company will agree to utilize progressive discipline, including two (2) written warnings, except in case of violations of Section 4, 6 and 7 of this Article.

Section 11. Administering any medication or performing any medical service during working hours, not authorized by the Company, shall be grounds for immediate discharge.

Section 12. Documented physical or verbal abuse of a client shall be grounds for immediate discharge.

Section 13. If it has been determined that an employee has falsified time sheets, borrowed or accepted money or articles of value from a client, the employee may be terminated for just cause.

ARTICLE 9 **NO STRIKE OR LOCKOUT**

Section 1. During the term of this Agreement, or any extension of this Agreement, the Company shall not lockout its employees covered by this Agreement, and no strike shall be caused or sanctioned by the Union nor any of its members, and neither the Union nor any of its members, agents or representatives, nor any employee, shall call, cause, authorize, instigate, participate, aid, condone, encourage, ratify or engage in, any sit-down, stay-in, or strike, sympathy strike, walkout, slowdown, or work stoppage, or any other interference with the rendering of services, or stoppage of work, or prevent or attempt to prevent the access of persons to the Company's clients or facilities for any reason whatsoever, or interfere or attempt to interfere with the Company's operations, or services, for any reason whatsoever, and the Union take part in, any, boycott of any kind directed against the Company, any sympathy strike or wildcat strike, or any other economic action detrimental to the Company.

Section 2. In the event of an alleged violation or violations of any provision of Section 1 of this Article by the Union, its members, agents, or representatives, or by any employee:

- (a) any such employee shall be subject to discipline up to and including discharge at the sole discretion of the Company, and the Union shall immediately notify such employees, both orally and in writing, to resume normal operations immediately and further, shall immediately, take whatever other steps are necessary to bring an end to the alleged violation.

Section 3. The Company and the Union shall be entitled to all appropriate remedies for any breach of the foregoing provisions, including, but not limited to, injunctive relief and damages, whether or not the dispute giving rise to the conduct which violates such section is subject to arbitration.

Section 4. The provisions of Section 2 and 3 of this Article are cumulative and intended to be exclusive of any other remedies or means to which the Company may be entitled.

ARTICLE 10
PROBATIONARY PERIOD

Section 1. Every new employee shall be on probation for the first ninety (90) days of employment. Such probationary period may be extended by agreement between the Company and the Union.

Section 2. The Company shall have the absolute right, in its sole discretion, to discharge, discipline, layoff, rehire or refuse to rehire any probationary employee, and such employee shall have no right to file a grievance or to have any other recourse to the grievance procedure.

ARTICLE 11
SENIORITY

Section 1. When an employee has completed his/her probationary period, his/her seniority shall date from the date of hire.

Section 2. Seniority and pay status shall be calculated on the basis of cumulative service hours an employee has worked under the Butte County IHSS contract since November 1, 1980, without any breaks in seniority, as defined in Section 2 of this Article.

Section 3. Seniority will be a consideration, together with skill, ability, geographical area, client compatibility, physical fitness, qualifications and suitability for the job, in cases of promotion. The final determination of qualification and suitability and all promotion decisions shall be made by the Company. In cases of layoff, recalls from layoff, and transfers, where possible, preference shall be given to employees with the greatest seniority provided they have the qualifications to perform the work, under normal supervision, with reasonable efficiency.

Section 4. Seniority will be lost and employment shall cease for any of the following reasons:

- (a) Discharge for just cause;
- (b) Voluntary quit;
- (c) Absences for more than three (3) consecutive workdays without notice to the Company, unless circumstances satisfactory to the Company mitigate against such treatment;
- (d) Failure to perform services for the Company for any reason for a period of one (1) year;
- (e) Failure to return to work from layoff within twenty-four (24) hours for critical care clients or five (5) working days for non-critical care clients, after written notice of recall was sent to the employee and the Union;
- (f) Knowingly giving a false reason for obtaining a leave of absence;
- (g) Accepting or engaging in other employment while on a leave of absence or while receiving disability pay;
- (h) Failure to report to work at the termination of a leave of absence or vacation,

- without an approved extension;
- (i) Leaving the bargaining unit, to accept a supervisory or other position with the Company outside the bargaining unit.

Section 5. Full-time employees shall have seniority preference over part-time employees. The Company agrees to maximize the number of full-time homemaker employees, based on the availability of hours and the desire of individual employees to serve full-time twenty-six (26) hours a week or more. The Company will assign any new or available client service hours to employees based on seniority, with more senior employees getting hours first, provided the senior employee has requested more hours.

Section 6. The Company will notify the Union as soon as possible of a layoff and will furnish the Union with a list of those employees who will be or have been laid off as quickly as reasonably possible thereafter.

Section 7. Employees desiring consideration of a higher-rated job will so indicate by informing their supervisor(s).

Section 8. It shall be the responsibility of the employee to notify the Company of any changes in his/her mailing address or telephone number while on layoff, leave or vacation.

Section 9. Beginning thirty (30) days after execution of this Agreement, and every three (3) months thereafter, the Company shall provide the Union with an up-to-date seniority list showing the name, address, telephone number, and employee number of each employee, his or her hire date and termination date. The final report called for by this provision will be provided the Union thirty (30) days prior to the expiration date of this Agreement. The Company will also furnish the Union, at the termination of this Agreement, a copy of all employee records that the Company is required to supply to the county.

Section 10. If an employee is promoted and does not satisfactorily perform his/her new duties within up to thirty (30) days he/she shall return to his/her former classification and pay rate.

Section 11. Union officers and representatives (e.g. Union Stewards, County Representatives, etc.) shall have top seniority for as long as they satisfactorily perform their Union duties. Satisfactory performance is determined by the Union.

ARTICLE 12 HEALTH AND SAFETY

Section 1. The Company agrees to provide safe and healthful working conditions for its employees in accordance with applicable law.

Section 2. The Company agrees to provide, where the Company has determined it to be necessary or required, personal protective equipment, devices and clothing, without cost to

employees. Employees shall be charged replacement costs for any equipment that is broken or not returned, however, employees shall not be responsible for normal wear and tear. Receipts for returned equipment shall be given to the employee by the Company. The absence of a receipt shall be conclusive evidence the employee did not return the equipment.

Section 3. In the event an employee who shows up for a regularly scheduled work assignment leaves without completing such assignment in the belief that his/her health and/or safety is endangered, the employee shall receive up to two (2) hours show-up time pay or two (2) hours work, in the field or at the Company's premises, provided his/her supervisor is immediately notified and concurs with the determination regarding the condition of the client's home. Said employee shall be assigned to an alternate equivalent assignment as soon as possible. In any event, no employee shall be paid for hours in excess of the original assignment.

Pending clean up or other resolution of such reported hazardous work conditions, no other employee shall be assigned the case as part of his/her regular assignment.

ARTICLE 13 **TRAINING**

Section 1. 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.

There shall be a two (2) hour paid orientation training for Homemaker I.

Homemaker II requires four (4) additional hours of training beyond the two (2) hour orientation.

ARTICLE 14 **LEAVE OF ABSENCE**

The Company complies with all requirements of the Family and Medical Leave Act (FMLA). In certain circumstances, under the FMLA, employers are required to provide eligible employees with an unpaid leave. Leaves of absence shall be without pay, except in the instance where such leave is covered by accrued vacation, sick days, or compensatory time (where applicable). The Act provides that an employee may take up to 12 weeks of leave in any 12 month period. Employees must have completed one year of employment, working a minimum of 1,250 hours, to be eligible under the Act. Other eligibility standards may vary in some areas of the county. The need for leave, whether for personal medical leave, for the birth or adoption of a child, or to take care of a serious health condition of an immediate family member, child, parent, or spouse, must be certified by the health care provider authorizing the leave. The Company may request documentation supporting the family relationship.

A Leave of Absence Request form must be submitted for approval by the employee's supervisor at least 30 days in advance of the requested leave. Health insurance for insurance employees may be continued during the FMLA leave upon timely payment of the employee's contribution to such plan(s). If the employee does not return to work at the end of the FMLA leave, the Company is entitled to require repayment of any health insurance premiums paid by the Company during the FMLA.

Employees are advised to read the provisions of the FMLA Act particularly in regard to the guarantee of availability of the employee's position and non-accrual of time off benefits. The supervisor will provide detailed information of the FMLA Act.

Section 1. The Company shall grant, at its discretion, personal leaves of absence of up to one (1) year, without pay and without loss of existing seniority, provided seniority shall not accrue while the employee is on leave of absence. Requests for leaves of absence shall be in writing and the granting of leaves shall be in writing.

Section 2. A medical leave of absence without pay shall be granted by the Company, at its discretion, to an employee for the period of his/her disability, up to a maximum of one (1) year. Requests for medical leaves of absence must be accompanied by a report submitted by the employee's doctor, including his/her diagnosis and projected treatment. A doctor's verification that an employee is released to return to work shall be required.

Section 3. Employees who return to work from an authorized leave of absence will be returned to their former position as long as it still exists. An employee whose previous position is no longer available for any reason will be offered the first available opening in a comparable position.

Section 4. Employees returning in accordance with this Section will be credited with all seniority accumulated prior to the commencement of their leave of absence. Nothing in this Article shall be construed as a guarantee that an employee's job will be available subsequent to any leave.

Section 5. Military leaves shall be granted in accordance with applicable federal law.

Section 6. Employees on leave shall not lose accrued vacation time or sick-leave.

Section 7. Leaves of Absence for Union Business.

- (a) Any employee elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union not to exceed two (2) years. Thirty (30) days written notice must be given the Company 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 thirty (30) days to conduct Union business provided fifteen (15) days written notice is given. The Company and the Union shall cooperate in the scheduling of substitutes, so that employees on leave can return to their job positions upon ending their leave. If this leave lasts more than five (5) days the Company will not be able to guarantee the employee their same clients or same hours.

At no time can there be more than five (5) employees on Union leave at the same time. If the Company determines it will harm client services, the Company can deny a leave request to the employee serving the affected client, until the Company 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 Company.

ARTICLE 15 **RIGHT TO ACCESS TO EMPLOYER'S PROPERTY**

Section 1. The Company agrees to admit to its Butte County In Home Supportive Services contract 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 Company of such visits in advance by notifying the Director or his/her designated representative. The Union shall, after the contract is signed, notify the Company of the name of its authorized representative(s).

Section 2. In the exercise of the foregoing privilege, there shall be no interference with the productive activities of the Company.

ARTICLE 16 **BULLETIN BOARD**

Section 1. The Company agrees to provide a suitable bulletin board placed at its Butte County In Home Supportive Services contract offices upon which the Union may post its formal notices. A copy of all such notices signed by an authorized representative of the Union must be presented to the Company.

In recognition of the dispersed nature of the bargaining unit and the fact that the mail is the general medium of communication with them, the Company agrees to send Union meeting/activity notices with the employees' pay checks. The Union shall prepare and duplicate all such notices and deliver them to the proper Company office no later than two (2) days prior to the day when paychecks for that period are to be mailed out or delivered to employees. Such Union notices shall contain the disclaimer that the information contained therein does not necessarily represent the views of the Company.

Section 2. The Union agrees to indemnify the Company and hold it harmless against any and all suits, claims, demands, and liabilities for damages or penalties that shall arise out of, or by reason of any action that shall be taken by the Company for purposes of complying with the foregoing provisions of this Article. Such indemnity by the Union shall include the payment of any attorney's fees incurred by the Company to defend any action described in this Section.

ARTICLE 17
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is hereby defined as a claim against, or dispute with, the Company by an employee or the Union involving a alleged violation by the Company of the terms of this Agreement. 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 the appropriate Union representative has been given the opportunity to be present at such adjustment.

All grievances shall be presented, filed and otherwise handled or processed on the non-working time of all employees concerned therewith, including the Union representative.

Section 2. Grievance shall be handled in the following manner:

Step One: The grievant shall present his/her grievance to his/her immediate supervisor orally, with or without the Union representative being present. Grievances filed by the Union shall be filed in the first instance in Step Two (2).

Step Two: If no settlement is reached between the grievant and the supervisor, the grievance shall be reduced to writing, and shall be presented by the grievant and/or the Union to the Director or his/her designated representative within ten (10) working days from the date of the first 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 ten (10) working days after the date of discharge.

This written grievance must contain the following information:

- (a) the exact nature of the grievance;
- (b) the act or acts complained of;
- (c) when they occurred;
- (d) the identity of the grievant or grievants;
- (e) the specific section or provision of this Agreement;
- (f) the remedy sought.

Section 3. Any grievance not presented to the Company in writing as provided in Step Two within (10) working days from the date of the first occurrence of the facts or from the date the alleged violation first became known; or in the case of a discharge, within ten (10) working days after the date of the discharge, shall be waived for all purposes. In addition, if any other steps or actions provided for in Section 2 and 4 are not taken, or requests not made or notices not given within the time limits therein specified, then the grievance shall be deemed finally closed and settled on the basis of the Company's last decision.

Section 4. If no settlement is reached within ten (10) working days after the date the grievance is presented to the Company as provided in Step Two, then the Union shall have the right, within the next ten (10) working days, to make a written request to the Director or his/her designee that the grievance be arbitrated as herein prescribed, provided that the grievance presents an arbitrable matter as herein defined. The time limits in this Section may be extended by mutual agreement of the official representative of the parties.

Section 5. 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 ten (10) days from receipt of the first request for arbitration, the parties shall meet to select the list of arbitrators as follows:

- (a) A panel of nine (9) arbitrators shall be requested from the Federal Mediation and Conciliation Services.
- (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.

Section 6. Only grievances involving a claim by an employee, employees or the Union that the Company has violated the terms of this Agreement and which are processed in the manner and within the time limits hereinbefore provided shall be subject to arbitration; provided, however, that no alleged grievance shall be arbitrable which involves or relates to:

- (a) Any claim which, if true, would constitute a violation of any state or federal legislation concerning dissemination and/or of the National Labor Relations Act, or which, in any case, would be within the jurisdiction of the National Labor Relations Board; or
- (b) Any matter involving the administration or interpretation of insurance plans or contracts in which employees covered by this Agreement are eligible to participate; or
- (c) A claim which would require the rendition of a decision or award which would in any way exceed the jurisdiction of the arbitrator as defined in subparagraphs (a), (b), and (d) below; and all such matters are hereby expressly excluded from the jurisdiction of the arbitrator.

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 which are applicable to the particular issue presented to the arbitrator;
- (3) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with any of the provisions of this Agreement; and
- (4) The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties.

The fees and expenses of the arbitrator and the costs of the reporter's transcript, if either party requests the same, shall be borne by the party whose position the arbitrator fails to sustain.

Section 7. No impartial arbitrator shall have more than one (1) grievance submitted to him and under consideration by him, at any one time, unless the parties otherwise agree in writing. A grievance shall be deemed under consideration by an impartial arbitrator until he has rendered his decision and award in writing.

Section 8. A decision of the impartial arbitrator within the time limits here in prescribed shall be final and binding upon the Company, the Union and the employees affected, provided that this does not preclude any party to the Agreement from seeking judicial review as provided by law.

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

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.

ARTICLE 20
SOLE AND ENTIRE AGREEMENT

Section 1. This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and understandings, oral, or written, express or implied, or practices, between the Company and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated in any way, to bargain collectively with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 21
SAVINGS CLAUSE

Section 1. In the event any Article, Section or portion of this Agreement shall be 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 thereby and shall remain in full force and effect.

ARTICLE 22
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. Effective upon ratification of this Agreement, travel time shall be based on the actual time traveled and shall be paid at minimum wage. The Company shall provide a daily schedule to Homemakers which minimizes travel the first and last client of each workday to the greatest

degree possible.

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 four (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 a guarantee of hours of work per day or 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. Further, in order to encourage more full-time employment and to provide appropriate security for those employees wishing to maintain their full-time status the Company will recognize as full-time any employee working twenty (20) or more per week. 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 hours status. However, should their hours temporarily drop below full-time status (20 hours per week), through no fault of their own, they will not lose their full-time benefits.

The Union and the Company will develop a form to be signed by employees who wish to work full-time, a minimum of twenty (20) hours a week or more, and who wish to be considered full-time employees. In order to encourage more full-time employment and to provide appropriate protection for those employees wishing to maintain their full-time status, the Company will recognize as full-time any employee working twenty (20) hours or more per week. If the employee's service hours drop below this level, through no fault of their own, the employee's benefits will not be reduced and will continue intact, provided they are willing to accept reasonable assignments to reestablish and maintain their full-time status.

There shall be protection against loss of clients (cases) while the employee is away due to reasonable vacation time, sick leave, funeral leave, or jury leave for a duration of not more than two (2) weeks and subject to the approval of the client.

The Company and the Union express their mutual desire to achieve a more full-time workforce 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 23 VACATION

Section 1. The following vacation benefits shall be provided to full-time employees, those averaging twenty-six (26) hours per week, or fifty-six (56) hours a pay period shall accrue .2 (two tenths) hours of paid vacation credit for every 10 hours worked. This equals about one (1) week of paid vacation.

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 vacation according to the needs of the Company. However, to the extent possible, all consideration will be given to vacation time requests submitted to 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 requests will be based upon seniority.

Section 5. Employees shall be paid their pro-rated vacation benefits upon termination of said employee or termination of the Butte County IHSS contract, except where the employee has less than one (1) year of employment.

Section 6. Vacation pay shall be itemized separately on an employee's paycheck and is subject to the usual dues deductions and reporting procedures as outlined in Article Seven (7) of this Agreement. The Company shall pay employees their vacation pay with a separate check.

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. The Labor Management Committee shall develop a procedure for processing such requests that provides for documentation of the request and documentation of the subsequent response.

ARTICLE 24 **MILEAGE AND BUS FARE**

Section 1. All employees will receive mileage reimbursement at the rate of twenty-five cents (\$.25) per mile. Mileage will be received for travel between clients and wherever specifically authorized 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 receive 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 25 **SICK LEAVE**

Section 1. All employees, shall accrue paid sick leave at the rate of .2 (two tenths) of an hour for every forty (40) hours worked. This is equivalent to approximately one (1) week of paid sick leave per year.

Section 2. 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 3. 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 4. The Company will maintain a twenty-four (24) hour call service or answering device.

ARTICLE 26 **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 employee with a letter to the Court or jury asking that the employee be held exempt from jury duty because of his/her employment and the serious nature of the work, i.e., client care.

ARTICLE 27 **FUNERAL LEAVE**

To make funeral arrangements and to attend the funeral of a member of the immediate family (mother, father, child, sibling, husband, wife, mother-in-law, father-in-law, grandmother, grandfather or grandchild, uncle or aunt) employees will be given a leave of absence up to seven (7) days without pay, provided reasonable notice is given.

ARTICLE 28 **HEALTH AND DENTAL INSURANCE**

Section 1. A health coverage plan will be instituted through the utilization of the (HMO) insurance plan, or an equivalent plan. This is a voluntary program wherein full-time employees, those working twenty-five (25) hours or more per week or fifty-four (54) hours per semi-monthly pay period shall be entitled to paid coverage. The Company will pay eighty percent (80%) of the

monthly premium for the full-time employees with the employee paying the remaining twenty (20%) of the monthly premium.

Part-time employees will be required to pay one hundred percent (100%) of the cost of such health coverage. Dependent coverage will be available at full cost to all employees.

Section 2. A health coverage plan will be instituted through the utilization of Blue Cross Blue Shield of Illinois PPO Network or an equivalent plan. 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) days 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 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. The selection of the dental plan and any future changes require Union approval.

ARTICLE 29 **INSURANCE**

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

ARTICLE 30 **HOLIDAYS**

Section 1. Full-time employees (those averaging twenty-six (26) hours a week or more) shall receive the following six (6) paid holidays:

- | | | | |
|----|------------------|----|------------------|
| 1. | New Year's Day | 4. | Labor Day |
| 2. | Memorial Day | 5. | Thanksgiving Day |
| 3. | Independence Day | 6. | Christmas Day |

Section 2. Holiday pay eligibility shall be based upon a minimum of one hundred eight (108) hours worked during the last two (2) semi-monthly pay periods preceding the holiday. When 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 receive 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 scheduled holiday, that employee will receive holiday pay in addition to their normal rate of pay for those hours worked.

ARTICLE 31 LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1. The Company 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 Company, 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 of the Union, or his delegates may attend the meetings.

Other provisions for this Committee are as follows:

- (a) Committee will be co-chaired by one of the employees and one of the Company 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 Company.
- (c) The Committee meetings will be scheduled so that employees are not on duty when Committee meetings occur.
- (d) The Union and the Company 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 serve on a voluntary basis and will receive no remuneration from the Company for participation.

- (f) Agreed Minutes of the meetings will be presented to the Company 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 Company and the Union will address each recommended item in writing within twenty-five (25) working days to the members of the Committee.

ARTICLE 32 UNION REPRESENTATIVE

Section 1. Employees shall be entitled to Union representative who shall perform all functions on their own time, in accordance with the provisions of the Article.

The Union shall select the stewards and exercise total control over their steward activities. In order to ensure that the activities of stewards are carried out in a manner that is most effective and beneficial for the betterment of the IHSS contract.

- (a) Stewards shall provide a brief written report to the Company's branch manager within two (2) days of returning from participating in non-service activities.
- (b) Stewards shall meet with the branch manager on as regular, periodic basis to review relevant non-service activities.
- (c) Stewards shall notify the branch manager when senior union representatives are visiting the county for purposes of meeting with county staff and/or board members regarding IHSS issues.

Section 2. The Union/County representative shall have the authority to adjust grievances and to administer the contract on the Union's behalf. The Union representative shall have no authority to speak for the Company on any matter. Other than for the purposes mentioned in this provision, or for such other limited purposes as may be designated on specific occasions, the Union representative shall not have authority to represent or speak for the Union on any other matter.

Section 3. There shall be four (4) homemaker positions established to serve as paid Union Stewards. These four (4) stewards shall be designated by the Union and shall be paid one dollar and twenty five cents (\$1.25) per hour above their regular hourly pay rate for all hours worked. Employees in this classification shall work under the direction of the Union and the County Representative.

Section 4. The Union shall furnish the Company with the name(s) of the Union/County Representative and the designated Union Stewards as well as any alternate representatives.

Section 5. It is expressly understood that no Union representative shall interfere in any way with the Company's operation or the direction of the workforce by the Company or its supervisors. Union representatives shall conduct any necessary interviews or consultations with other employees at a time when all concerned parties are on their own time.

ARTICLE 33
FUTURE IHSS CONTRACTS

The Union and the Company will negotiate and agree to 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 seven (7) months prior to the termination date of this contract.

Provisions for wage and benefit negotiations for a possible extension of this contract are set forth in Appendix "A". The provisions of this Agreement shall remain in effect for any contract extension unless otherwise modified by negotiation between the parties. Under no circumstances shall an employee suffer a reduction in wages, benefits or terms and conditions of employment by virtue of the adoption of this Agreement.

ARTICLE 34
EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2007 and shall remain in full force and effect until June 30, 2009. The Agreement shall automatically renew itself unless either of the parties shall have given notice in writing to the other party requesting negotiations for a new agreement during the time frame set forth in the preceding Article and In Appendix "A". During this negotiation period, all terms and conditions of this Agreement shall remain in full force and effect.

Provisions for wage and benefit negotiations for a possible extension period of the Butte County IHSS contract are set forth in Appendix "A". The provisions of this Agreement shall remain in effect of any contract extension unless otherwise modified by negotiation between the parties.

The parties below affix their signatures in agreement:

**UNITED DOMESTIC WORKERS
OF AMERICA**

By: [Signature]
Date: _____

By: [Signature]
Date: 1-24-08

By: [Signature]
Date: 1-29-08

By: Russell E Jones
Date: 2-9-07

ADDUS HEALTHCARE

By: [Signature]
Date: 4/22/08

By: _____
Date: _____

By: _____
Date: _____

By: _____
Date: _____

APPENDIX "A"

HOURLY WAGE RATES REQUIREMENTS AND SPECIAL CONDITIONS

Section 1. The following hourly pay rates shall be in effect from September 1, 2007 through June 30, 2009. The Union and the Company will negotiate the wages and benefits for the extension period from July 1, 2006 through June 30, 2007, if the contract is so extended.

Pay steps are based on cumulative service hours. All service time on record as of December 31, 1989, will be credited towards requirements under this pay scale. Seniority is continuous from contract to contract.

WAGE SCALE*

September 1, 2007 through June 30, 2009

Step A (Entry)	Step B 3 Years	Step C 5 years
HMI \$8.10	\$8.20	\$8.30
HMII \$8.15	\$8.25	\$8.35
HMIII \$9.00	\$9.40	\$9.70

*Following approval of revised billing by Butte County, ADDUS will distribute an amount equal to a retroactive adjustment for all hours worked, based on the proposed wage scale effective January 1, 2008, for hours worked from September 1, 2007 through December 31, 2007 to all Active employees of record on the date of the distribution.

Steward Pay is \$1.25 per hour for each hour worked.

- (a) Homemaker I status is the pay status for Homemakers providing primarily domestic services. Homemaker I status requires four (4) hours of training in addition to two (2) hours of initial orientation. Homemaker I status shall be paid to all Homemakers except under the following conditions:
- (b) Homemaker II status is paid to an employee during the service hours the employee is serving personal care of critical care clients, as defined by the Company's IHSS contract with the County of Butte. Homemaker II status requires four (4) additional hours of training beyond that of Homemaker I.
- (c) Homemaker III Staff Aide status is paid to an employee who has certification as a licensed Vocation Nurse (LVN) or Home Health Aide, or has documented equivalent experience to this training, and in addition, is available for emergencies, including evenings and weekends; handles difficult clients; and will take assignments anywhere throughout the County. The Company shall determine, at its discretion, how many employees are classified as Homemaker

III, Staff Aide.

Staff Aides who are given assignments that require traveling long distances shall receive mileage reimbursement as follows. In addition to receiving mileage for travel between clients, as set forth in Article 23 these employees shall receive mileage and travel time when traveling in excess of ten (10) miles, from home to their first client, or home from their last client.

- (d) Homemaker IV Union Steward status is paid to four (4) good standing employees, designated by the Union, to work under the direction of the Union in serving as homemaker representatives and promoting the betterment of the IHSS contract and homemaker industry.

Section 3. For purposes of fulfilling the training requirements of the homemaker classifications set forth in Article 2 Classifications and Categories of Employees, 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.

Section 4. The Company will pay employees with one check for their normal semi-monthly pay period.

Section 5. 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 Thanksgiving time will be on Thanksgiving eve (the day before Thanksgiving) if Thanksgiving falls on the 26th or earlier in the month.

Section 6. The Company will endeavor to correct payroll processing miscalculations caused by the Company within three (3) working days.

Section 7. The Definitions of Authorized Job Tasks are attached as Appendix "B". The Company will inform the Union of any changes in "B".

Section 8. A. Employees shall be furnished paycheck stubs with each paycheck which, in addition to the regular itemized deductions and information, shall include the following:

- (a) Number of hours worked per pay period and the calendar year-to-date gross earnings;
- (b) Hourly rate of pay;
- (c) Paid sick leave, itemized separately, with the number of hours paid and total dollar

amount for each category, and

(d) 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.

Section 9. 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, identity 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 10. 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 11. 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 term 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 12. On or about January 2, 2009, the Company will bargain with the Union for the economic provisions for Butte County's 2009-2010 one (1) year extension of this contract. If this contract is extended during 2008-2009 the parties shall commence bargaining for the 2009-2010 new IHSS contract on or about January 2, 2009. Other provisions affecting negotiations for any extension or new contract period are also contained in Article 34 of this Agreement.

APPENDIX "B" DEFINITIONS OF AUTHORIZED JOB TASKS

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

1. 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 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 and unanticipated household maintenance activities, such as replacing light bulbs or removing ashes from fireplace or furnace.
 - (k) Simple household repairs

2. 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 meeting, ironing, folding and storing of clothing and linens.
 - (d) Changing bed linens and making the bed.
 - (e) Reasonable shopping and errands limited to the nearest available stores.
 - (f) Other shopping and errands as authorized.

3. 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 ostomy bags, 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.

4. 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 I.H.S.S., if the provider's assistance is necessary to accomplish the travel, i.e., day-care nutrition centers, etc.

5. Teaching and Demonstration Services – Area services which enables 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.

6. 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.

7. 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 or 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 Butte.

8. Service Animal Support Services - Services related to meeting the needs of service animals in fulfilling their role to assist consumers, as identified by the Company. These services are related to the care and feeding of the service animal and specifically do not include veterinary supportive services, hygiene services, or waste management/processing services.

9. Equipment Care Services – Services related to general care and maintenance of equipment essential to the consumer's activities of daily living as authorized by the Company. These services do not include repair and complex maintenance procedures that require specific additional training beyond that which the consumer could complete, except for their impairment.