

**Letter of Agreement Between Addus Healthcare and SEIU Local 503, OPEU**

1. Article Five is hereby modified to establish 32 hours per week as the threshold for full-time status for bargaining unit members in the Portland Addus Assisted unit, the same as for other represented Oregon Addus employees.
2. SEIU-represented employees in the Portland Assisted unit will have parity with other Portland Home Health employees regarding vacation, sick, and holiday benefits. Full-time employees, as defined in section 1 above, shall be entitled to the following benefits:
  - a. 5 sick/personal days
  - b. 6 paid holidays (major holiday)
  - c. vacation according to the following accruals based upon seniority:
    - i. 1 – 5 years - 5 days
    - ii. 6 – 9 years - 10 days
    - iii. 10 or more years - 15 days

These benefits will be pro-rated for part-time employees on the basis of their average weekly hours worked.

3. Effective 4/1/2009, the 24-hour rate shall be increased from the current \$115 per day to \$120 per day.
4. All wages and the twelve- and twenty-four hour rates, including the minimums, will be increased as follows:
  - a. Effective August 1, 2009, all wages and unit rates shall be increased by 3%.
  - b. Effective August 1, 2009 all wages and unit rates shall be increased by the following additional percentages if the specified revenue increases occur:
    - i. By an additional 2% if Portland Addus Assist total revenues for the period 8/1/2008 – 7/31/2009 are 15% higher than the total revenues for the period 8/1/2007 – 7/31/2008.
    - ii. By an additional 3% if Portland Addus Assist Care total revenues for the period 8/1/08 – 7/31/09 are 20% higher than total revenues for the period 8/1/07 – 7/31/08.
    - iii. By an additional 4% if Portland Addus Assist Care total revenues for the period 8/1/08 – 7/31/09 are 30% higher than total revenues for the period 8/1/07 -7/31/08.
  - c. Effective August 1, 2010, all wages and unit rates shall be increased by 3%.
  - d. Effective August 1, 2010, all wages and unit rates shall be increased by the following additional percentages if the specified revenue increases occur:

- i. By an additional 2% if Portland Addus Assist total revenues for the period 8/1/2009 – 7/31/2010 are 15% higher than the total revenues for the period 8/1/2008 – 7/31/2009.
  - ii. By an additional 3% if Portland Addus Assist Care total revenues for the period 8/1/09 – 7/31/10 are 20% higher than total revenues for the period 8/1/08 – 7/31/09.
  - iii. By an additional 4% if Portland Addus Assist Care total revenues for the period 8/1/09 – 7/31/10 are 30% higher than total revenues for the period 8/1/08 – 7/31/09.
5. SEIU Local 503, OPEU is committed to working with Addus Portland Private Duty to develop and implement a business development plan. The president and/or executive director of the local union shall have direct communication with Sharon Rudden, DVP Home Health Division. A Business Development planning meeting must occur no later than 5/1/09. The intent of the meeting shall be as follows:
  - a. Commitment to assist Portland Addus Private Duty to become the dominant provider of Home Care private duty services in the Portland Metro Area by developing a business development program that is in our mutual interest.
  - b. To assist with advertising in union papers, and assist with exposure to union members.
  - c. Access to union membership to provide education and community benefits.
  - d. Identify their union membership by type such as higher education classified staff, state workers, nursing home workers, and others in order to promote an organized effort for cooperative community outreach and continuous education to build the business.
  - e. These meetings shall occur on a monthly basis for the first 6 months and then every other month to map and monitor progress to plan. Union representation at these meetings shall consist of the long-term care division director and/or local president and/or executive director, other union staff, and at least one representative from the Portland Addus bargaining unit. The union local president and/or executive director shall participate in the initial meeting and be available for consultation as the process proceeds.

FOR THE SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 503,  
OREGON PUBLIC EMPLOYEES UNION

FOR ADDUS HEALTHCARE,  
INC.

Mary Englemann 6-26-09  
Mary Englemann DATE  
Bargaining Team Member

MT Heaney 6/23/09  
DATE

Carol Larson 6/24/09  
Carol Larson DATE  
Bargaining Team Member

Sharon Ruder 6/24/09  
DATE

Gertrude Lynch 6/24/09  
Gertrude Lynch DATE  
Bargaining Team Member

Leslie Frane 6/29/09  
Leslie Frane DATE  
SEIU Local 503, OPEU Executive Director

Andrew Boeger 6/29/09  
Andrew Boeger DATE  
SEIU Local 503, OPEU Negotiator