

# **Collective Bargaining Agreement**

---

between

**SEIU 775**

and

**RESCARE RESIDENTIAL WASHINGTON, INC.**

**Effective July 1, 2020 to June 30, 2022**

# Table of Contents

<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 1: QUALITY OF CARE</b> .....	<b>1</b>
SECTION 1.1: RECOGNITION	1
SECTION 1.2: ACCRETION	1
<b>ARTICLE 2: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES</b> .....	<b>2</b>
SECTION 2.1: MEMBERSHIP	2
SECTION 2.2: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS	2
SECTION 2.3: PAYROLL DEDUCTIONS	2
SECTION 2.4: BARGAINING UNIT INFORMATION	3
SECTION 2.5: DATA SECURITY	4
<b>ARTICLE 3: UNION RIGHTS</b> .....	<b>4</b>
SECTION 3.1: ADVOCATES/WORKER REPRESENTATIVES	4
SECTION 3.2: ADVOCATE PARTICIPATION	4
SECTION 3.3: BULLETIN BOARD AND COMMUNICATION LOGS	4
SECTION 3.4: ORIENTATIONS	5
SECTION 3.5: IN-SERVICES, TRAINING AND/OR ALL- STAFF MEETINGS	5
SECTION 3.6: ACCESS TO EMPLOYER PROPERTY	6
SECTION 3.7: ACCESS TO EMPLOYER’S FILES	6
SECTION 3.8: EMPLOYEE COMMUNICATIONS: PAY ENVELOPES	6
<b>ARTICLE 4: NO DISCRIMINATION</b> .....	<b>7</b>
SECTION 4.1: GENERAL PROVISIONS	7
SECTION 4.2: ANTI-HARASSMENT	7
SECTION 4.3: PRIVACY RIGHTS	7
<b>ARTICLE 5: CLIENTS RIGHTS</b> .....	<b>7</b>
<b>ARTICLE 6: DEFINITIONS</b> .....	<b>8</b>
SECTION 6.1: PROBATIONARY EMPLOYEES	8
SECTION 6.2: FULL-TIME EMPLOYEE	8
SECTION 6.3: PART-TIME EMPLOYEE	8
SECTION 6.4: ON-CALL EMPLOYEES (SUBSTITUTE WORKERS)	8
<b>ARTICLE 7: SENIORITY</b> .....	<b>9</b>
SECTION 7.1: DEFINITION	9
SECTION 7.2: TERMINATION OF SENIORITY	9
<b>ARTICLE 8: LAYOFF &amp; RECALL</b> .....	<b>10</b>
SECTION 8.1: LAYOFFS	10
SECTION 8.2: RECALL	10
<b>ARTICLE 9: DISCIPLINE AND DISCHARGE</b> .....	<b>11</b>
SECTION 9.1: JUST CAUSE STANDARD	11
SECTION 9.2: PROGRESSIVE DISCIPLINE	11
SECTION 9.3: RESPECTFUL COMMUNICATION	11
SECTION 9.4: ADMINISTRATIVE LEAVE FOR INVESTIGATIONS	11
SECTION 9.5: REPRESENTATION DURING INVESTIGATORY MEETINGS	12
SECTION 9.6: INVESTIGATION TIMELINE	12
SECTION 9.7: INSUBORDINATION	13

SECTION 9.8: PROCEDURE FOR ABUSE AND NEGLECT CHARGES	13
<b>ARTICLE 10: GRIEVANCE PROCEDURE</b> .....	<b>14</b>
SECTION 10.1: RESOLUTION OF DISPUTES	14
SECTION 10.2: EMPLOYEE REPRESENTATIVES OR ADVOCATES	15
SECTION 10.3: GRIEVANCE PROCEDURE	15
SECTION 10.4: SELECTION OF ARBITRATOR	16
SECTION 10.5: BINDING DECISION	17
SECTION 10.6: MEDIATION AND ARBITRATION LOCATIONS	17
<b>ARTICLE 11: VACANCIES AND ASSIGNMENT OF HOURS</b> .....	<b>17</b>
SECTION 11.1: OPEN POSITIONS	17
SECTION 11.2: ASSIGNMENT OF SHIFTS	17
<b>ARTICLE 12: LABOR-MANAGEMENT COMMITTEE</b> .....	<b>18</b>
SECTION 12.1: PURPOSE	18
SECTION 12.2: COMPOSITION, SCHEDULE, AND PROCESS	18
<b>ARTICLE 13: HEALTH AND SAFETY</b> .....	<b>19</b>
SECTION 13.1: RIGHT TO SAFE WORKING CONDITIONS	19
SECTION 13.2: SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT SUPPLIES	19
SECTION 13.3: CLEANING EQUIPMENT AND SUPPLIES	19
SECTION 13.4: IMMINENT DANGER TO RESIDENTIAL SERVICE PROVIDER	19
SECTION 13.5: COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT	20
SECTION 13.6: COMMUNICABLE DISEASES	20
<b>ARTICLE 14: PAY RECORDS AND PAY PERIODS</b> .....	<b>21</b>
SECTION 14.1: CHECK STUB	21
SECTION 14.2: PAY PERIOD	21
SECTION 14.3: CHECK CORRECTION	21
SECTION 14.4: DIRECT DEPOSIT	22
<b>ARTICLE 15: CARE PLANS</b> .....	<b>22</b>
<b>ARTICLE 16: TYPES OF LEAVE</b> .....	<b>22</b>
SECTION 16.1: UNION LEAVE	22
SECTION 16.2: BEREAVEMENT LEAVE	23
SECTION 16.3: OTHER LEAVES OF ABSENCE	24
<b>ARTICLE 17: HOLIDAYS</b> .....	<b>24</b>
SECTION 17.1: HOLIDAYS QUALIFYING FOR PREMIUM PAY	24
SECTION 17.2: UNPAID LEAVE DAYS RECOGNIZED AS A DAY FOR PERSONAL OR RELIGIOUS OBSERVANCE	25
<b>ARTICLE 18: TRAVEL PROVISIONS AND EXPENSES</b> .....	<b>26</b>
SECTION 18.1: TRAVEL PAY AND MILEAGE	26
SECTION 18.2: INSURANCE AND DRIVER'S LICENSE	26
SECTION 18.3: DOCUMENTATION OF EXPENSES	27
SECTION 18.4: TRAFFIC VIOLATIONS	27
<b>ARTICLE 19: INSURED BENEFITS</b> .....	<b>27</b>
SECTION 19.1: GENERAL ELIGIBILITY	27
SECTION 19.2: FUTURE MEDICAL PLANS	27
<b>ARTICLE 20: PAID TIME OFF (PTO)</b> .....	<b>28</b>
SECTION 20.1: ACCRUAL OF PTO	28

SECTION 20.2: USE OF PAID TIME AND SCHEDULING	28
SECTION 20.3: ACCRUAL CAPS	28
SECTION 20.4: CASH-OUT	28
SECTION 20.5: UTILIZATION OF PTO AS SICK LEAVE	29
SECTION 20.6: NOTICE AND PROOF OF ILLNESS	29
SECTION 20.7: COMBINATION WITH OTHER BENEFITS	29
SECTION 20.8: PAID SICK AND SAFE LEAVE	29
<b>ARTICLE 21: RETIREMENT.....</b>	<b>30</b>
<b>ARTICLE 22: OTHER BENEFITS.....</b>	<b>30</b>
<b>ARTICLE 23: WAGES AND PREMIUMS .....</b>	<b>30</b>
SECTION 23.1: KING COUNTY CONTRACT	30
SECTION 23.2: PIERCE COUNTY CONTRACT	31
SECTION 23.3: SNOHOMISH COUNTY CONTRACT	31
SECTION 23.4: CONTRACT PAYOUT AMOUNTS	31
SECTION 23.5: RECOGNITION FOR EXPERIENCE	31
<b>ARTICLE 24: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS .....</b>	<b>31</b>
SECTION 24.1: WORKDAY AND WORK WEEK	31
SECTION 24.2: OVERTIME	32
SECTION 24.3: MANDATORY EXTRA SHIFTS/OVERTIME	32
SECTION 24.4: MEAL AND REST PERIODS	32
SECTION 24.5: WORK SCHEDULES	32
SECTION 24.6: AVAILABILITY OF EXTRA SHIFTS	33
SECTION 24.7: REQUESTED TIME OFF	34
<b>ARTICLE 25: EMPLOYMENT PRACTICES .....</b>	<b>34</b>
SECTION 25.1: JOB DESCRIPTIONS	34
SECTION 25.2: EVALUATIONS	34
SECTION 25.3: ORIENTATION	34
<b>ARTICLE 26: MANAGEMENT RIGHTS .....</b>	<b>34</b>
SECTION 26.1: EXCLUSIVE RIGHTS	34
SECTION 26.2: EXERCISE OF RIGHTS	35
<b>ARTICLE 27: NO STRIKE OR LOCKOUT .....</b>	<b>35</b>
SECTION 27.1: STRIKE/LOCKOUT	35
SECTION 27.2: SANCTIONS	35
<b>ARTICLE 28: MODIFICATION AND PAST PRACTICE.....</b>	<b>36</b>
<b>ARTICLE 29: SEVERABILITY .....</b>	<b>36</b>
<b>ARTICLE 30: ADHERENCE TO EXISTING STATUTES .....</b>	<b>36</b>
<b>ARTICLE 31: TERM OF AGREEMENT AND REOPENER.....</b>	<b>36</b>
<b>APPENDIX A – SEATTLE *.....</b>	<b>37</b>
<b>APPENDIX B – NON-SEATTLE KING COUNTY.....</b>	<b>37</b>
<b>APPENDIX C – PIERCE COUNTY.....</b>	<b>38</b>



## **PREAMBLE**

The purpose of this Agreement is to achieve and maintain harmonious relations between Res-Care Washington, Inc., (“the Employer”) and the Long Term Care Union doing business as Service Employees International Union 775 (“the Union” or “SEIU”), (collectively: “the Parties”) to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the Parties with respect to wages, hours of work, and terms and conditions of employment.

The Employer, and the Union will work to build a relationship that, acknowledging limitations imposed by state and program funding, will strive to maintain competitive compensation for Residential Service Providers to provide a high-quality work environment and enhance an ongoing relationship of trust and respect. The Parties recognize our obligation to serve clients with the highest quality of care. The Parties further recognize the importance of raising standards throughout the Residential Services industry and agree to work together to achieve this goal.

## **ARTICLE 1: QUALITY OF CARE**

### **SECTION 1.1: RECOGNITION**

The Employer, recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed in Washington state in the position of residential service provider, who perform residential and personal services, or work in any position related delivery of such residential services, including but not limited to: All full-time, part-time and on-call (PRN) Residential Service Employees of the Employer who provide direct care, maintenance services, dietary services or housekeeping services including residential service providers, caregivers, personal care assistants (“PCA”), direct support professional (“DSP”), Lead DSPs, Nurse Delegates, Certified Nursing Assistants (“CNA” or “NAC”), Nurse Aide Registered (“NAR”), Licensed Practical Nurses (“LPN” or “LVN”), and any other similar job title or classification; excluding all employees not employed in the in- home services or programs delivered by the Employer, managers, confidential employees, Registered Nurses (“RN”), office clerical employees, translators, professional employees, guards, and supervisors as defined in the National Labor Relations Act.

### **SECTION 1.2: ACCRETION**

The Parties agree that, should the Employer make new acquisitions of any companies that provide residential care services in Washington State, the terms and conditions set forth herein shall apply to residential service provider employees of such acquisitions, and the residential service provider employees shall be merged into the bargaining unit. The Parties agree to bargain the impacts of such bargaining unit mergers as needed. Both parties acknowledge that caregiver employed by any subsidiary of Res-Care, Inc., which does not provide residential services or in- home care services in Washington

State are explicitly excluded from this recognition article and the coverage of this Collective Bargaining Agreement absent specific amendment by the Parties.

## **ARTICLE 2: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES**

### **SECTION 2.1: MEMBERSHIP**

All employees covered by the terms of this Agreement who are members of the Union upon ratification of this Agreement shall as a condition of employment maintain their membership in good standing in the Union. "In good standing," for the purposes of this Agreement is defined as the tendering of periodic Union dues. All bargaining unit employees hired after the date of ratification of this Agreement shall, as a condition of employment, not later than the 31st day following the commencement of his/her employment, become and remain a member of the Union in good standing. Any employee who fails to satisfy this obligation shall be discharged by the Employer pursuant to the provisions of Section 2.2. The Employer shall include a Union Membership Card in each employee's employment paperwork. The card will be reserved for the Advocate, as available, to review the membership card with new employees during their orientation. After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send the original to the Union.

### **SECTION 2.2: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS**

Employees who fail to comply with the requirements in this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union unless the employee fulfills the membership obligation set forth in the Agreement within such thirty (30) day period. Nothing in this Article shall render the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request discharge of such employee as outlined in this Agreement.

### **SECTION 2.3: PAYROLL DEDUCTIONS**

#### **2.3.1 Dues Deductions**

The Employer agrees to deduct from each bargaining unit employees pay all authorized dues as determined by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of proper authorization, and periodically thereafter as specified on the authorization, unless revoked by the union, in writing, and shall remit the same to the local Union once per month within fifteen (15) calendar days after the end of each pay period for which dues were deducted. Upon issuance and transmission of the check to the Union, the Employer's responsibility shall cease with respect to such deduction.

#### **2.3.2 Cope Deductions**

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the Committee on Political Education (COPE)

contributions. Monies so deducted shall be transmitted by a check separate from the check remitted for payment of dues within five (5) calendar days from the end of the pay period in which the deductions were taken.

#### **SECTION 2.4: BARGAINING UNIT INFORMATION**

The Employer shall provide the Union with a list of all employees covered by this Agreement five (5) calendar days after each payroll. The list shall include:

- Employee number
- First Name
- Middle Name
- Last Name
- Social Security Number
- Home phone (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Wireless telephone number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Address Type (Mailing, Physical)
- Address 1
- Address 2
- City
- State
- Zip
- Address start date
- Email address
- Date of birth
- Gender
- Preferred Language
- FTE status
- Hire Date
- "Last" or "Most Recent" Rehire Date (if applicable)
- "Last" or "Most Recent" Termination Date (if applicable)
- Wage rate
- Differential rate (if applicable)
- Service year
- Service month
- Hours worked per pay period
- Dues deduction amount
- Voluntary deduction amount



- Gross pay
- Net pay
- Work location
- Job classification

The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. The sum of the individual union dues amounts in the Roster shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

### **SECTION 2.5: DATA SECURITY**

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about employees unless required to do so due to on-going litigation, pre-litigation, vendor requests made as part of benefits enrollment, government/agency requests, to comply with a court order or other judicial/arbitral demand, or other similar situation: The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement.

## **ARTICLE 3: UNION RIGHTS**

### **SECTION 3.1: ADVOCATES/WORKER REPRESENTATIVES**

For purposes of representation, communication and mutual administration of the contract, the Union will designate Advocates (worker representatives) from among its members employed by the Employer. The Union will notify the Employer in writing when an Advocate has been designated.

### **SECTION 3.2: ADVOCATE PARTICIPATION**

The Employer agrees to compensate designated Advocates at their regular rate of pay for actual time spent in investigative and grievance meetings provided that the Advocate notifies the immediate supervisor(s) in advance. Compensation for hours worked by employees as Advocates may not result in overtime and Employer will not compensate more than one Advocate for attendance of investigative or grievance meetings.

The Employer will provide Advocates time off for attendance of Labor-Management Committee Meetings with pay, provided that Advocates inform their supervisors at least two (2) weeks in advance when they will be utilizing Advocate time for attendance at Labor-Management Committee meetings. Advocates shall follow all usual scheduling procedures to ensure client care coverage.

### **SECTION 3.3: BULLETIN BOARD AND COMMUNICATION LOGS**

The Employer shall provide a bulletin board, in an area accessible to employees in each office for union postings.

At each client home, the Employer shall allow a communication log to be used exclusively for union materials. The communications log will be no more than three (3) inches thick and will be placed in the same location as other documentation maintained by the Employer is stored. The Employer will notify all employees at the time of site orientation of the binder.

Employees may utilize the company's fax machine at their local office to fax documents to the Union, with assistance from office staff. Such assistance shall be mindful of confidentiality and not involve surveillance of union activities.

Representatives and Advocates may add materials to the Union Communication log and may notify their co-workers of updates.

#### **SECTION 3.4: ORIENTATIONS**

The Employer will provide adequate notice of orientation. Such notice will be provided no less than ten (10) calendar days of a new employee orientation. During these orientation periods, Union representatives shall have thirty (30) minutes to make a presentation about the Union and answer questions for new hires to be scheduled at a regular time. During such time, new employees shall be on regular work time. Such paid time shall not incur an overtime obligation. The Union shall have the right to include information for all new employees in the Employer's orientation materials, including but not limited to union contract and membership card. The latter item shall be included by the Employer for all bargaining unit employees in the new hire paperwork.

#### **SECTION 3.5: IN-SERVICES, TRAINING AND/OR ALL- STAFF MEETINGS**

The Employer agrees that at least twenty (20) minutes will be made available before or after each quarterly in-service training for worker representatives to address members of the bargaining unit. Management or supervisory personnel may not be present unless mutually agreed to by the Union. Such meetings shall not disrupt the in-service schedule and have a maximum duration of thirty (30) minutes. Each Employer agrees to inform the Union of in- service training dates, times, and locations one (1) month in advance, if possible.

The Union must inform the Employer of its desire to address the bargaining unit members at a scheduled in-service training at least ten (10) days in advance. In the event the Employer's notice of the in-service training is less than ten (10) days, the Union shall provide notice as soon as possible of its intention to attend. Such in-service meetings and their accompanying Union presentations shall be considered paid time at each employee's regular rate of pay.

All Direct Support Professionals must attend quarterly all-staff meetings, as scheduled. All-Staff meetings will be posted at least ninety days in advance of the date. Like other instances of absences, employees who cannot attend an all-staff meeting will be required to notify their supervisor in advance.

### **SECTION 3.6: ACCESS TO EMPLOYER PROPERTY**

Upon provision of at least twenty-four (24) hours of notice, the Employer agrees to admit onto its core/branch office premises the authorized representative(s) of the Union for the purposes of adjusting grievances, meeting with employees or Employer representatives and conducting other Union business during normal business hours. Such authorized representatives shall only have access to non-work or other designated areas on the Employer's property. The Union shall advise the Employer in advance of the names and contact information for authorized union representatives. All authorized representatives must check in with a member of management while on Employer property. In accordance with the Employer's policies, the Union may use designated meeting rooms of the Employer for meetings of members of the bargaining unit for reasonable use in the adjustment of grievances and other similarly related union business, provided sufficient advance request for meeting facilities is made to the designated Employer representative, and that space is available.

### **SECTION 3.7: ACCESS TO EMPLOYER'S FILES**

The employee, with or without his/her representative, may examine in the presence of a manager the employee's permanent personnel files. Only appropriate information shall be maintained in an employee's personnel file. The employee may request a copy of their employee file, limited to once annually. Such requests shall be presented in writing. The Employer shall provide the file to the requesting employee within ten (10) business days of the request. Employees may request that documents be removed from their personnel file. The Employer retains full discretion in determining whether the request is granted, except as outlined in 9.2 – Progressive Discipline.

### **SECTION 3.8: EMPLOYEE COMMUNICATIONS: PAY ENVELOPES**

In order to facilitate communication relating to this Agreement, the ongoing work of the Labor-Management Committee, and any other Union business of a general nature, the Employer shall insert into or clip onto pay envelopes received by employees covered under this Agreement any pre-folded material provided by the Union, provided that:

- A. All Union literature submitted for insertion in pay envelopes shall be clearly identified as Union-produced material and shall have information on how to contact the Union by phone. The Union also shall indicate clearly that the communication in question is not provided by the Employer. The Union and the Employer shall also have the right to joint communications to employees upon mutual agreement.
- B. This section is intended to refer to paper materials or other small promotional items which can be inserted easily into envelopes. The materials will not be such that insertion requires additional time or burden on the part of the Employer. In the event that the insertion of Union material in pay envelopes increases the postage cost of mailing the paycheck

- envelopes, the Union shall pay the Employer for the additional cost in advance.
- C. The Union, including Advocates shall also have the right to distribute materials to employees through other means, such as in any newsletter directed at employees only, or employee mailboxes at the offices of the Employer.

## **ARTICLE 4: NO DISCRIMINATION**

### **SECTION 4.1: GENERAL PROVISIONS**

The Employer agrees that qualified applicants for employment will be considered without regard to race, color, ethnicity, physical and/or mental/intellectual disability, marital status, pregnancy status, national origin, citizenship status, tribal status, gender identity, ancestry, gender or sex, genetic information, sexual orientation, age, religion, veteran status, political affiliation, union membership and protected activities, or other characteristics or considerations made unlawful by federal, state or local law or by Department of Social and Health Services (DSHS) agency regulations. The Employer further agrees that it shall not discriminate in terms or conditions of employment on the basis of the aforementioned characteristics (except for bona fide occupational qualifications or client preference). The parties are committed to equal opportunity employment. Employees and supervisors share responsibility for maintaining an environment of fairness, dignity, and respect.

### **SECTION 4.2: ANTI-HARASSMENT**

The Employer will establish anti-harassment policies that are compliant with state and federal law. These policies shall include a complaint procedure, including non-retaliation and confidentiality provisions. Such policies shall be made readily available to employees in the employee handbook and shall be updated as needed or as required by law.

### **SECTION 4.3: PRIVACY RIGHTS**

The Employer shall comply with all applicable federal, state, and local regulations with respect to the privacy rights of its employees.

## **ARTICLE 5: CLIENTS RIGHTS**

The Employer and the Union are committed to quality care of clients and ensuring the comfort and individualized care needed by clients. It is the right of clients, in the privacy of their home, to choose a Direct Service Provider with whom they feel comfortable. The Employer will make a good faith effort to provide support for a successful caregiving relationship, if in the judgment of the Employer the regularly scheduled Direct Service Provider might succeed with the client if either or both the client and/or caregiver is guided with some coaching. In the event a Direct Service Provider is unscheduled due to client

choice, he/she will be eligible for equivalent hours as available.

At the discretion of the parties, the Employer and the Union may explore through the Labor Management Committee methods of coaching, counseling or mediation to assist generally in the resolution of client/worker conflicts to help ensure consistent service delivery with minimal worker reassignment.

## **ARTICLE 6: DEFINITIONS**

### **SECTION 6.1: PROBATIONARY EMPLOYEES**

The first six (6) months of employment or re-employment shall be the probationary period for all new and returning employees; however, for any employee who has not completed the required certification and testing by 150 days, the probationary period shall extend until such time as that employee be allowed under regulation to complete the testing and certification for such purpose only. During this period, the Employer shall provide specific orientation to the job performance expectations, to the Employer and to the Employer's services and programs, and to the people/clients served by the agency. Supervisors shall monitor performance during this time and will provide appropriate feedback to the employee, to help the employee successfully complete the probationary period. If requirements of the job are not being met, the Employer may seek to counsel the employee to correct the defined deficiencies. If satisfactory improvement does not result, the probationary employee may be disciplined or terminated in the sole discretion of the Employer without further notice or recourse to the grievance procedure. The discipline or discharge of an employee who is in probationary status shall not be in violation of the Agreement. Probationary employees are covered by the terms and conditions of this Agreement except as specifically noted and retain the same legal rights as other employees under the National Labor Relations Act and applicable local, state, and Federal laws.

### **SECTION 6.2: FULL-TIME EMPLOYEE**

An employee so classified on the Employer's personnel records, and who is regularly scheduled and who works not less than thirty-two (32) hours per week on a regular basis is considered a regular full-time employee. Full time employees are eligible for all benefits under this Agreement and Employer policies.

### **SECTION 6.3: PART-TIME EMPLOYEE**

An employee so classified on the Employer's personnel records, and who is regularly scheduled and who works less than thirty-two (32) hours per week on a regular basis is considered a regular part-time employee. Part-time employees are not eligible for benefits except as outlined in this Agreement.

### **SECTION 6.4: ON-CALL EMPLOYEES (SUBSTITUTE WORKERS)**

On-call employees shall be defined as employees not regularly or consistently scheduled to work and/or employees called in on an unscheduled, intermittent basis. On-call employees will be required to work

one (1) shifts per month if shifts are available. On-call status will be reviewed for reclassification purposes if an employee is scheduled to work on the same basis as a benefit eligible full-time or part-time employee as defined within this Agreement for more than three (3) consecutive months. Those who are reclassified to an FTE status shall begin to be given credit for purposes of wages, benefit accruals and seniority at the time of the reclassification. The employee shall be subject to the probationary period set forth in this section if the employee has worked fewer than an average of three (3) shifts per month during the preceding six (6) months.

## **ARTICLE 7: SENIORITY**

### **SECTION 7.1: DEFINITION**

Seniority shall be defined as an employee's continuous length of service with the Employer (or any acquired company) from his/her most recent hire date. Continuous service shall be defined as no break in service for longer than thirty (30) days with the exception of a Union-related leave of absence, military duty, leave under the Family Medical Leave Act, or any other extended leave approved by an Employer. Seniority shall be used to determine wage rates and entitlement(s), and accrual of other benefits as described in this agreement or in the Employer's policies (if not specifically outlined in the Agreement). Seniority shall also be a factor in determining work assignments, layoffs and recalls, as described elsewhere in this agreement.

### **SECTION 7.2: TERMINATION OF SENIORITY**

An Employee shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

- a) Voluntary quit
- b) Discharge for Just Cause
- c) Failure to report to work after a layoff, within five (5) calendar days after receipt of the written notice of recall sent by the Employer to the Employee at his/her last address of record on file with the Employer or ten (10) days after written notice of recall is sent to the address that was last provided by the Employee by certified mail
- d) Layoff which extends (a) in excess of twelve (12) consecutive months, or (b) for the period of the Employee's length of service, whichever is less
- e) Unauthorized failure to report to work at the expiration of an approved leave of absence
- f) The failure to work a shift for a period of thirty (30) days.

An Employee whose seniority is lost for any of the reasons outlined above shall be considered as a new Employee if the Employer again employs him or her.

It shall be the responsibility of the Employee to keep the Employer informed of his/her present address

and telephone number and to notify the Employer, in writing, of any such changes within two (2) weeks of the date of change.

## **ARTICLE 8: LAYOFF & RECALL**

### **SECTION 8.1: LAYOFFS**

In the event of a need for a reduction in force, the Employer will meet with the Union as far in advance as possible, but will provide thirty (30) days' notice whenever possible to discuss the reduction and the number of employees affected.

If layoffs are required, the least senior employee(s) shall be laid off first provided that those employees remaining on the job 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 fifty (50) miles of travel (by auto), as measured by online mapping software. 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 fifty (50) miles of travel from the employee's home to the new worksite.

The Employer agrees to provide two (2) weeks' notice of layoff to affected employees and shall endeavor to provide as much notice as possible. Employee will be paid for the two (2) week notice period if work is available and the Employee works for the two (2) week notice period. If work is not available during the two (2) week period Employee will be paid for the two (2) week notice period. If work is available during the two (2) week period and the employee declines to work, the Employee will not be paid for the two (2) week period.

### **SECTION 8.2: RECALL**

Employees who are laid off shall be eligible for recall for two (2) years from date of layoff. Employees shall be recalled in the order of seniority (the most senior being recalled first) provided that those recalled are qualified to perform the work assigned. Employees may be recalled to work at any client within a thirty (30) mile radius of the employee's residence. 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 phone contact and 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 prevent a response within that time period. Employees failing to respond and return within the above time frame, or as mutually agreed in writing, shall be considered as tendering their resignation from employment.

## **ARTICLE 9: DISCIPLINE AND DISCHARGE**

### **SECTION 9.1: JUST CAUSE STANDARD**

Corrective action(s) shall not be imposed upon an employee except for just cause and shall be commensurate with the offense. Corrective action shall be conducted through the recognized line of supervision or their designee(s).

### **SECTION 9.2: PROGRESSIVE DISCIPLINE**

Except in the case of an offense which warrants discipline, up to and including discharge, greater than that described below on the first offense, and offenses for which specific discipline is prescribed by statute or regulation, the Employer shall follow the principles of progressive discipline. Corrective action will usually include:

- Counseling Statement
- First written warning
- Final written warning
- Discharge

The contractual right to contest discipline is set forth in this Agreement, Dispute Resolution Procedure.

For all discipline less than a final written warning, twelve (12) months without any corrective action will result in the last step being removed from consideration in progressive discipline, and eighteen (18) months without any corrective action will result in all previous discipline being removed from consideration in progressive discipline.

For final written warnings, eighteen (18) months without any corrective action will result in the final written warning being removed from consideration in progressive discipline, and twenty-four (24) months without any corrective action will result in all previous discipline being removed from consideration in progressive discipline.

### **SECTION 9.3: RESPECTFUL COMMUNICATION**

Communications between supervisors and employees are expected to be respectful, and discipline shall be directed at correcting performance problems. The Employer will not impose discipline in the presence of other employees, consumers, or the public common work areas or in the presence of other employees or consumers, except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others, provided that corrective actions may be provided in the presence of an administrative, human resources, or supervisory employee who may act as a witness for the Employer. The Employer will impose discipline for minor infractions within ten (10) working days of discovery.

### **SECTION 9.4: ADMINISTRATIVE LEAVE FOR INVESTIGATIONS**



An employee may be placed on administrative leave, removed from client services or be reassigned while an investigation is being conducted if the Employer determines the nature of the allegations require the employee to be placed on leave or removed from client services and/or if an outside agency investigation requires that the employee be removed from client services. In cases of alleged client abuse or neglect, the employee may be reassigned only with his/her consent; otherwise, administrative leave will be used. The Employer shall not be required to reassign such employees. In cases where an outside agency is investigating allegations of abuse, neglect or serious employee misconduct, it shall be the responsibility of the employee to inform the Employer when such time as he/she has been made aware by the outside agency that the investigation has been completed, and the outcome of such investigation.

An Employee placed on Administrative Leave, and who is subsequently exonerated and/or reinstated, shall receive sixty (60) days of back compensation at his/her regular rate, reduced by the amount of unemployment insurance benefits received by the employee during the term of their suspension. To be eligible for back compensation, the employee shall be required to apply for unemployment insurance benefits and shall be notified by the employer of this requirement in writing at the time of the suspension. Any back- compensation received by the employee will be determined based on the average number of hours worked per week by the employee for the preceding ninety (90) days prior to placement of the employee on Administrative Leave and will only be determined after resolution of the unemployment insurance administrative process. If it is determined that the employee is to be discharged based on the allegations, the Employer will not be required to pay any back compensation.

#### **SECTION 9.5: REPRESENTATION DURING INVESTIGATORY MEETINGS**

As a courtesy, the Employer shall inform Employees who are subject to discipline that the employee has the right to request that a union Advocate or representative be present during an investigatory meeting. Such meeting shall be held so as not to interfere with the operation of the Employer and shall involve an available representative, if the employee so requests. If a representative is available, the meeting shall not be postponed. The meeting shall not be unduly delayed if no representative is available and, in any event, will occur within two (2) business days from the time the employee requests representation. Representation via telephone shall be facilitated if requested by the Union.

The Employer shall email copies of all corrective actions to the Union's Member Resource Center and designated representative upon request following all disciplinary meetings. Such corrective actions shall be signed by the employee, and shall include the following:

"Your signature on this corrective action indicates only that you have received a copy of the corrective action and does not indicate your agreement or disagreement with the information provided by the Employer. You may have the right to appeal this action through the Grievance Procedure. You may contact SEIU 775 at 1- 866- 371- 3200 for more information."

#### **SECTION 9.6: INVESTIGATION TIMELINE**

Discipline will be imposed promptly after discovery of the offense and Employer investigation. Investigations shall be given priority and shall not be delayed except for circumstances beyond the Employer's control (for example, a key witness is on vacation). In the event an investigation is unable to be completed within ten (10) working days, the Employer shall notify the Union representative (unless declined pursuant to Section 5 above) and the affected employee concerning the basis for the delay, the efforts the Employer is making to resolve the delay, and an expected time for the resolution of the investigation.

#### **SECTION 9.7: INSUBORDINATION**

It is the Parties' intent that employees "work first, grieve later" when faced with an instruction with which they disagree. Refusal to follow such instructions, unless unlawful or imposing an imminent risk of substantial harm, shall be considered insubordination. Employees may request that their assignment despite objection be noted for the personnel records.

#### **SECTION 9.8: PROCEDURE FOR ABUSE AND NEGLECT CHARGES**

Employees who commit abuse or neglect (hereinafter "abuse") which is proved by an investigating state regulatory agency or by an investigation duly performed by the Employer, may be terminated immediately. The Parties recognize, however, that compelling evidence of abuse is sometimes difficult to obtain. Accordingly, the Parties adopt the following standard: The Union and the Employer agree that any charge of abuse shall be reported to the appropriate state or local authorities as required by law. Any employee accused of abuse may be placed on administrative leave pending the results of any such governmental or Employer investigation.

The Employer shall investigate every allegation of abuse and/or neglect.

If the Employer should find the charge to be unfounded, the employee shall be reinstated and shall be paid the difference between the employee's regular rate, reduced by the amount of unemployment insurance benefits received by the employee and any leave without pay utilized by the employee during the term of their suspension. To be eligible for back compensation, the employee shall be required to apply for unemployment insurance benefits and shall be notified by the employer of this requirement in writing at the time of the suspension. Any back compensation received by the employee will be determined based on the average number of hours worked per week by the employee for the preceding ninety (90) days prior to placement of the employee on Administrative Leave and will only be determined after resolution of the unemployment insurance administrative process. If an investigating agency should subsequently conclude there was sufficient evidence to confirm a charge requiring termination of the employee, the employee shall be terminated.

Should an employee be terminated or lose licensure on the basis of a governmental investigation, the Union may withdraw the grievance or choose to advance the grievance to arbitration. Without prejudice to timeliness, the Parties may agree in writing to hold the grievance in abeyance, pending the outcome

of any conclusive action by the regulatory body.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

### **SECTION 10.1: RESOLUTION OF DISPUTES**

A grievance is defined as a violation of the Collective Bargaining Agreement or well-established past practices, or a dispute regarding the interpretation of the Agreement. The Employer and the Union encourage the speedy resolution of issues or problems at the lowest level possible, without recourse to the formal grievance procedure whenever possible without violating the terms of this Agreement.

Employees shall be required to use this Grievance and Arbitration procedure in lieu of the Employer's Internal Dispute Resolution Process, except that employees are encouraged to discuss issues and concerns with their direct supervisor.

Should differences arise between the Employer and the Union as to the interpretation of this Agreement, it is the intent of the Union and the Employer that this grievance procedure shall provide the exclusive means of resolving all grievances of employees, including to all claims related to employment or separation from employment. The Union and the Employer shall have the right to agree to grievance resolutions or settlements which may be precedential or may be agreed to be non-precedential. The Union retains the exclusive right to advance a grievance to arbitration.

### **LIMITATIONS ON GRIEVANCES**

Oral counseling/coaching shall not be subject to the grievance procedure.

Counseling statements and written warnings may be grieved but cannot be taken beyond Level 2; instead, employees may place a letter of rebuttal in their file to any verbal or written discipline with which they disagree.

Discharges and/or allegations of unlawful discrimination or grievances affecting groups of members or filed in the institutional interest of the Union shall be submitted directly to Level 2.

### **TIMELINESS**

The purpose of time limits within the grievance procedure is to ensure the swift resolution of disputes. Time limits may be extended or waived at any step of the grievance procedure by mutual written agreement of the Parties and such requests shall not be unreasonably denied. Failure of the Union to advance a grievance to the next level within the timeframes contemplated herein shall cause the grievance to be considered denied and/or settled and no arbitrator shall have the authority to render any decision on that grievance. The party awaiting a response at any step may advance the grievance to

the next step once the time limits have expired. The Union may withdraw a grievance at any step in the grievance procedure. The Parties agree the grievance may be resolved at any stage of the grievance process provided that all appeals are timely. The parties may waive meetings or conduct meetings by phone by mutual agreement. Electronic mail (email) shall be valid notification under this article.

### **SECTION 10.2: EMPLOYEE REPRESENTATIVES OR ADVOCATES**

Representatives appointed by the Union from among the employees shall be recognized by the Employer in their official capacity as Advocates or representative of employees. The Union shall determine the assignment of worker representatives or Union officers or staff for processing grievances.

### **SECTION 10.3: GRIEVANCE PROCEDURE**

The grievance steps shall be as follows:

#### **LEVEL 1 GRIEVANCE**

A grievance shall be submitted in writing at Level 1 to the Immediate Supervisor (or Designee) within fifteen (15) calendar days of the occurrence giving rise to the grievance. The grievance shall state the nature and the date of the occurrence giving rise to the grievance, the Article(s) and the Section(s) of the Agreement on which the grievance is based, and the relief or remedy sought. The aggrieved employee, the representative, and the Level 1 Supervisor or Designee shall discuss the issue within ten (10) calendar days of receipt of the written grievance, or as soon as possible, as agreed to by the parties. The Level 1 Supervisor or Designee will issue a written decision within ten (10) calendar days of this discussion. Failure to do so will be deemed a denial of the grievance and will allow the Union to advance the grievance to Level 2.

#### **LEVEL 2 GRIEVANCE**

If a satisfactory settlement is not reached at Level 1, the written grievance may be advanced by the Union in writing to the next higher designated manager at Level 2 within fifteen (15) calendar days after a decision has been issued or was due. The Union and the Employer shall discuss the issue within ten (10) calendar days of receipt of the written grievance, or as soon as possible as agreed by the parties.

Meetings regarding the grievance shall be held in a mutually agreeable location. Meetings shall be held during the scheduled hours of the grievant if reasonable. An employee who is required to attend meetings outside of scheduled working hours shall be paid for the time spent at his/her normal rate of pay.

The Level 2 Designee will issue a written decision or response within ten (10) calendar days of this discussion. Failure to do so will be deemed a denial of the grievance and will allow the Union to decide to advance the grievance to Level 3 (Mediation) or Level 4 (Arbitration).

Discipline which constitutes a final written warning or reprimand or higher level of discipline may be advanced by the Union to Level 3.

### **LEVEL 3 MEDIATION (OPTIONAL)**

In the event the grievance is not resolved through the process at Level 1 or Level 2, the Union and the Employer may agree to mediate the grievance. Such notification must be sent to the Employer within fifteen (15) calendar days after the Level 2 Designee's decision has been issued or was due. Mediation shall be conducted by the Federal Mediation and Conciliation Service (FMCS) or such mediator as the Parties may mutually agree, on a non-binding basis. Any grievance settlement reached in mediation, whether it represents a compromise between the Parties or a full granting or withdrawal of the grievance, shall be reduced to writing, signed by the Parties and shall be final and binding.

Any settlement offer made in the course of mediation shall be considered "off the record" and shall be inadmissible in any subsequent arbitration. The function of the mediator is to provide the Parties with possible win/win resolutions of the issue and to offer skilled advice as to what is likely to happen in an arbitration hearing in order to make a settlement of the grievance(s) more likely. The Parties will agree as to when the mediation conference occurs, balancing the need to expedite case resolution with the convenience of mediating multiple grievances at once when possible. The mediation shall be attended by representatives of the Employer and the Union with full authority to resolve the grievances to be mediated. Employees who attend mediation shall do so on unpaid time. Every effort will be made to conduct mediation discussions as concisely as possible.

The Parties shall bear their own costs for mediation. If a private mediator is used in lieu of FMCS by mutual agreement, the Parties will bear the cost of the mediator's services equally. If mediation is unsuccessful in resolving the grievance, or mediation is not selected as an option for resolution, the Union may advance the grievance to Level 4.

### **LEVEL 4 ARBITRATION**

In the event the Parties are unable to resolve their differences at lower levels of the grievance procedure, the Union may notify the Employer in writing of its intent to arbitrate delivered within fifteen (15) calendar days of the mediation conference or the Level 2 response from the Employer. The parties shall utilize the expedited arbitration model under FMCS Guidelines.

### **SECTION 10.4: SELECTION OF ARBITRATOR**

Within thirty (30) calendar days from the Union's notification of intent to arbitrate, except as mutually agreed otherwise, the Parties shall request FMCS to provide a panel of seven (7) arbitrators. The arbitrator shall be selected by alternate striking names from the panel of seven (7) until only one is left. This person shall become the arbitrator for the case. The party requesting arbitration shall strike the first name. The party requesting arbitration shall notify the arbitrator within fourteen (14) calendar days of his or her selection. The Parties may agree to provide post- hearing briefs upon a mutually agreeable

schedule if requested by the arbitrator or jointly agreed; otherwise, the Parties will make closing arguments in lieu of briefs.

#### **SECTION 10.5: BINDING DECISION**

The decision of the arbitrator shall be binding and conclusive on both Parties. The arbitrator shall have no authority to modify or amend any part of this Agreement by his/her decision, nor shall the arbitrator decide any issue other than the one(s) formally submitted to him or her through the grievance and arbitration process. The expenses of the arbitrator including his or her time, travel, and miscellaneous expense shall be borne equally by the Parties. Each side shall be responsible for its own expenses including attorney's fees and witness expenses. Extensions of any time limits under this Article must be by mutual agreement and shall be reduced to writing.

#### **SECTION 10.6: MEDIATION AND ARBITRATION LOCATIONS**

Mediation conferences and arbitrations shall be held in mutually agreeable locations on a regular basis as needed.

### **ARTICLE 11: VACANCIES AND ASSIGNMENT OF HOURS**

#### **SECTION 11.1: OPEN POSITIONS**

The Employer's policy is to seek to hire/recruit and promote from within prior to recruitment from outside the agency. In order to ensure that all interested employees are advised of employment opportunities, job announcements for vacant promotional opportunities within work sites covered by this Agreement will be posted on bulletin boards designated by the Employer. In addition, information about all job vacancies within work sites covered by this Agreement will be available to employees by calling the office and on the website of the Employer, if feasible.

All regular full and part time vacancies within work sites covered by this Agreement will be posted and filled in accordance with the non-discrimination provisions of this Agreement. Postings will include position requirements, minimum qualifications, substitute and preferred qualifications (if any).

#### **SECTION 11.2: ASSIGNMENT OF SHIFTS**

##### **11.2.1 NOTIFICATION AND ASSIGNMENT OF AVAILABLE HOURS**

Employees wishing to increase or decrease the number of scheduled hours or days shall notify their supervisor in writing to advise the Employer of the number of hours requested and the hours and days the employee is available. It is the responsibility of the employee to update his/her immediate supervisor when his/her schedule changes. Employees must provide the Employer with their most current contact information, including but not limited to mailing address, phone number(s) and email address (if applicable).

The Employer shall post monthly a list of open shifts available to employees. Employees may sign up for available shifts. Prior to the start of the month, the employer will rotate the assignment of the shifts to the employees who signed up for the extra shifts in rotating seniority order. Client choice shall be the determinative factor for assignment of worker(s).

### **11.2.2 RIGHT TO REPLACEMENT HOURS CUT INVOLUNTARILY**

When an Employee's assigned hours are reduced involuntarily, through no fault of his/her own, the Employer shall offer available shifts within the employee's assigned branch before assigning additional, available hours to other employees who may be seeking to increase their scheduled hours.

## **ARTICLE 12: LABOR-MANAGEMENT COMMITTEE**

### **SECTION 12.1: PURPOSE**

The Employer and the Union shall establish a Labor- Management Committee (LMC). The purpose of the Committee shall be to consider matters affecting the relations between the Employer, the Union, and the employees, and to recommend measures to improve client care in the Employer's operations and to address operational issues in specific, and in the industry in general; provided, however, the Committee shall not engage in negotiations, nor shall the Committees consider matters properly the subject of a grievance unless mutually agreed by the Parties.

### **SECTION 12.2: COMPOSITION, SCHEDULE, AND PROCESS**

The Committee shall be composed of up to six (6) Union representatives and a number of representatives of management as determined by the Employer, as long as the number of management representatives are not greater in number than employee representatives. In addition, the President or Executives of the organizations, or their designees may attend the meetings.

Other provisions for this Committee are as follows:

The Committee shall be co-chaired by one of the Union representatives and one of the Employer representatives. The Committee may also decide to rotate facilitation of meetings.

The Committee may meet as necessary, but no less than twice per calendar year, at a time mutually convenient to the Union and the Employer.

The Union and the Employer co-chairs will prepare an agenda to be presented to the Committee prior to the scheduled meeting. Employee Committee members will be paid their regular rate of pay for participation for any scheduled hours of work that the worker foregoes by service on the Committee. The Union and the Employer shall pay any travel expenses for the participation of their respective

representatives.

Minutes and/or a summary of the meetings will be presented to the Employer and the Union for review and approval within twenty-five (25) working days after the meeting of the LMC or at the following LMC meeting by agreement.

The LMC will address each recommended agenda item in writing within one month to the members of the Committee. Should any item(s) be referred to the Executive Director or to another body, such person(s) shall report decisions or actions to the LMC within one month.

## **ARTICLE 13: HEALTH AND SAFETY**

### **SECTION 13.1: RIGHT TO SAFE WORKING CONDITIONS**

The Employer agrees to comply with all federal, state, and local laws to provide working conditions that are safe. The Employer may, in its discretion, establish safety and health rules. The Employer may discipline an employee for his/her failure to adhere to the Employer's safety and health rules, in accordance with Article 9 of this Agreement.

### **SECTION 13.2: SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT SUPPLIES**

No employee shall be required to provide at his/her own expense safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, to perform any task for a client, requiring utilization of such equipment, supplies or protective garments.

The Employer shall provide both latex-free and powder-free options for gloves. If such a situation arises where there are insufficient supplies or materials, the employee will report the situation immediately to his/her supervisor. Residential Service Providers shall be provided updated care-plans on all of their clients.

### **SECTION 13.3: CLEANING EQUIPMENT AND SUPPLIES**

No employee shall be required to provide at his/her own expense cleaning equipment, supplies, or protective garments to perform any task for a client. If such a situation arises where there are insufficient supplies or materials, the employee will report the situation immediately to his/her supervisor.

### **SECTION 13.4: IMMINENT DANGER TO RESIDENTIAL SERVICE PROVIDER**

Any employee who believes in good faith that his/her health and/or safety is in imminent danger at an assigned service site must immediately contact a supervisor or 9-1-1, whichever is appropriate. Employees in such situations should take all reasonable steps to remove themselves and other affected clients from the dangerous situation and move to a safe location in or outside of the service site.



Employees may not leave the premises of the service site to which they are assigned so as to ensure proper supervision or protection for all clients in the service site, including those who may be creating a dangerous situation.

If, after responding to a dangerous situation, the supervisor releases the employee for the remainder of his/her shift, the employee shall be paid for his/her entire scheduled assignment, including all travel time and travel miles (except errands not performed) he/she would have been paid had the assignment been completed as scheduled.

If ResCare continues to serve the client, any future employee assigned to that client shall be advised of any information related to the incident that would be relevant to the employee's safety before he/she is required to begin the assignment. ResCare reserves the right to protect client confidentiality in the release of this information.

Nothing in this section shall be interpreted to limit in any way an employee's right to refuse unsafe work under the National Labor Relations Act, the Occupational Safety and Health Act, or other applicable laws.

#### **SECTION 13.5: COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

Notwithstanding any other provision of this Agreement to the contrary, the Employer may take any action that it, in its discretion, deems necessary to comply with the Americans with Disabilities Act.

#### **SECTION 13.6: COMMUNICABLE DISEASES**

##### **13.6.1 Communication**

Communication to employees of potential risks of communicable diseases from clients is required when known by the Employer. Likewise, Employees are required to notify the Employer prior to the start of a shift if the Employee has been exposed to or diagnosed as having a communicable disease or is otherwise aware of any condition that could jeopardize the health of consumers or other employees. Notification of updates that come from the Centers for Disease Control ("CDC"), Department of Health and Department of Social and Health Services ("DSHS") or any other local, state or federal agency will be provided to employees promptly, preferably with acknowledgement receipts.

##### **13.6.2 Testing**

For employees potentially exposed to a communicable disease while on the job, testing will be made available to the extent possible. Testing for COVID-19 will be paid for through the employee's health insurance. For uninsured employees or an employee with an out of pocket expense related to mandatory COVID-19 testing, the Employer will cover testing costs.

##### **13.6.3 Leave**

If an employee reports to the Employer that they've been potentially exposed outside of work, it is

understood that employees will be able to use accrued and earned Paid Time Off and may be eligible for Paid Family Medical Leave.

#### **13.6.4 Personal Protective Equipment (PPE)**

The Employer will follow all federal, state, and local guidelines for infection control with respect to PPE. When infection control guidelines require PPE during work hours, PPE will be provided by the Employer at no expense to the employee. If national shortages in PPE arise, the Employer will follow any amended federal and state guidelines for PPE distribution.

## **ARTICLE 14: PAY RECORDS AND PAY PERIODS**

### **SECTION 14.1: CHECK STUB**

Employees shall be furnished with a copy of their itemized deductions each pay period, which shall include the current hours worked, career hours effective upon the first full pay period following the ratification of this Agreement, accrued time off for eligible employees, current wages earned, current wage rate, cumulative wages to date, mileage/travel and expenses, and any other regular itemized deductions, including any duly authorized dues and COPE or other voluntary deduction(s), in accordance with the Employer's payroll procedures.

### **SECTION 14.2: PAY PERIOD**

Payment of wages shall be twice per month on the 10th and the 25th of each month unless such pay schedule is altered by agreement between the Parties. The Employer shall make the pay schedule available to all employees, published as a yearly calendar with pay days and mandatory due dates for submission of time sheets. Should an employee fail to turn in the time sheet on or by the date required, the Employee may not be paid until the next pay period except in the case of an emergency beyond the control of the employee. If a payday falls on a Saturday or Sunday, the check will be distributed the preceding Friday. If the payday falls on a holiday, checks will be distributed the preceding business day.

### **SECTION 14.3: CHECK CORRECTION**

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 three (3) business days from the date of notification as long as the Employer is made aware of the problem on the pay date or the first business day following the pay date. If the underpayment is for less than twenty-five dollars (\$25.00), the Employer may ask the employee if the corrected amount may be paid on the next subsequent paycheck. If an error made by the employer results in damages to the employee, the employee shall submit all documentation related to late fees and assessments for review. If the damages are a result of the Employer's error, such damages will be reimbursed.

## **SECTION 14.4: DIRECT DEPOSIT**

Within six (6) months of execution of this Agreement, direct deposit shall be required, provided an employee may elect to receive a debit card instead. All payments in an electronic payroll system will be made by direct deposit (or by debit card payment for employees who elect debit cards). Pay stubs will be maintained and distributed in an electronic format. Employees may elect via the ADP iPay system to receive their printed payroll statement mailed to their home address. Such an election may be made at the time of hiring for new employees, and twice annually for existing employees. The Employer shall provide computer access at each of its offices for employees to access their pay records. This computer access shall be available on request, provided such requests occur during regular business hours. Any reference to “paycheck” in this Agreement shall mean the direct deposit (or debit card payroll payment) and/or the associated electronic payroll statement.

## **ARTICLE 15: CARE PLANS**

In order to help assure the best quality of care, and continuity of care, upon receiving assignment to a client, the Residential Service Provider will review with his/her supervisor or mentor a detailed Individual Instruction Support Plan (IISP) designating what specific care is required for each particular assigned client.

Residential Service Providers are not authorized to make any changes to the care plan. If problems arise with a client’s or employee’s understanding of the care plan, the Employer will take all reasonable steps to assist the client and/or employee to understand the care plan. Any changes to client care plans will be reviewed with the assigned employee(s) and the appropriate supervisor, who shall identify and offer any further training needed by the employee(s) to meet the changed client need(s). The Residential Service Provider will assign the IISP Acknowledgement Form to indicate his or her acknowledgement, understanding, and agreement to follow the IISP.

The Employer shall communicate to employees any known dangers or information that a reasonable person would expect before entering a client location. Such communications will also be tailored to respect the privacy of clients in accordance with HIPAA and other Federal and State statutes and regulations. Management and employees may endeavor to discuss in an LMC meeting how such communications can be tailored to meet privacy requirements as well as the safety of employees.

## **ARTICLE 16: TYPES OF LEAVE**

### **SECTION 16.1: UNION LEAVE**

- 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, except 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.

- b) A leave of absence without pay shall also be granted to no more than five (5) employees per year and no more than two (2) employees at the same time and no more than one employee from the same branch for no more than ninety (90) days to conduct the Union's business provided thirty (30) days written notice is given. The Employer and the Union shall cooperate in the scheduling of substitutes, so that employees on leave can return to their job positions upon ending their leave. If the Employer determines it will harm client services, the Employer may delay a leave request to the employee serving the affected client, until the Employer can find a suitable 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.
- c) An employee on an approved union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. The Union and the Employer shall arrange for reimbursement by the Union of health care benefit premiums (as legally permitted) to continue benefits for employees on extended union leave including that, for healthcare benefits, the Union may make contributions directly on all of the employee's hours worked while on Union Leave.

## **SECTION 16.2: BEREAVEMENT LEAVE**

Employees are eligible for up to three (3) regularly scheduled consecutive days of paid bereavement leave for members of the employee's immediate family.

Employees requesting bereavement leave will be paid based upon the employee's regular rate of pay and scheduled shifts.

For purposes of this bereavement leave policy, "immediate family" is defined as spouse or domestic partner, parent or step-parent or parent-in-law, siblings or step-siblings or siblings-in-law, child or stepchild or foster-child, grandparent or step-grandparent or grandparent-in-law, daughter-in-law or son-in-law, guardian or any other members of the employee's household. Requests for unpaid bereavement leave may be granted in other circumstances. Additional unpaid bereavement leave of up to two (2) weeks may be granted for travel out-of-state or out of the country. The employee requesting such extended bereavement leave shall be allowed to utilize any Paid Time Off that s/he has accrued and earned.

In the event an employee requests additional time off to attend the funeral of a relative not considered immediate or close family, as defined above, or requires more bereavement beyond the paid days, the

Employer may permit additional time off.

### **SECTION 16.3: OTHER LEAVES OF ABSENCE**

Eligible employees shall be entitled but not limited to all rights and privileges provided in the Federal Family and Medical Leave Act of 1993 and Washington State's Paid Family and Medical Leave Act; and other federal and state laws regulating pregnancy and/or other qualified medical leave or other leaves of absence provided for by federal and state laws.

Washington State's Paid Family and Medical Leave Act is a mandatory statewide insurance program, administered by the Employment Security Department (ESD), which provides paid family and medical leave to eligible employees. Information about the Washington PFML can be found online at: <https://paidleave.wa.gov/>

#### **16.3.1 TYPES AND DEFINITIONS OF LEAVES OF ABSENCE**

Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence for military service, jury duty, family medical leave, parental leave unforeseen circumstances or travel restrictions will be made as provided by state or federal law and according to the policies of the Employer. Leaves of absence shall not be constituted as a break in service. Employees on leave shall retain their seniority.

#### **16.3.2 RETURN FROM LEAVE OF ABSENCE**

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, subject to client preference. An employee who fails to return to work within three (3) working days of the expiration of a leave or who has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment.

#### **16.3.3 RETURN TO WORK PROGRAM**

The Employer will comply with all federal and state laws regarding workplace injuries. The Employer may request certification from the employee's physician to determine if and when the employee can return to duty, and what assignments and/or activity level restrictions may be appropriate.

## **ARTICLE 17: HOLIDAYS**

### **SECTION 17.1: HOLIDAYS QUALIFYING FOR PREMIUM PAY**

The following days qualify as a holiday for the purposes of applying the holiday premium pay provisions of this Article, as noted below.

Holidays qualifying for Premium Pay if worked:

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Christmas Day

Full-time and eligible part time employees shall receive Holiday Pay. Holiday pay is determined by the employee's regular rate of pay.

All eligible employees who work a recognized holiday will be paid for all hours worked during the period between 12:01 am to 12:00 midnight on the company recognized holiday date.

#### **17.1.1 HOLIDAY PREMIUM PAY – HOLIDAYS WORKED**

Eligible employees who work on one of the company recognized holiday dates shall be paid two times (2X) their regular rate of pay for all hours worked on the company recognized holiday dates. If an eligible employee (as defined in Article 6 - Definitions) is not assigned to work and does not work on the holiday, s/he shall be paid at their regular rate of pay for eight (8) hours, as determined by the employee's regular schedule.

In order to be eligible for Holiday pay, employees shall be required to work their scheduled shifts before and after a scheduled holiday, unless their absence has been pre-approved.

If a full-time employee is on approved PTO and a holiday occurs during the scheduled PTO, the holiday will be used instead of the accrued PTO leave.

#### **SECTION 17.2: UNPAID LEAVE DAYS RECOGNIZED AS A DAY FOR PERSONAL OR RELIGIOUS OBSERVANCE**

With at least two (2) weeks' notice prior to the date, employees may designate another "personal holiday" as a special day for religious observance or other celebration (e.g. Rosh Hashanah, Good Friday, the beginning/end of Ramadan, etc.). As long as the Employer has been given two weeks' notice, all such requests for additional unpaid personal holidays for religious observance shall be granted. The employee may use accrued PTO for this purpose.

## **ARTICLE 18: TRAVEL PROVISIONS AND EXPENSES**

### **SECTION 18.1: TRAVEL PAY AND MILEAGE**

#### **18.1.1 TRAVEL TIME/WINDSHIELD TIME**

Employees shall be paid at their regular rate per hour for travel between assigned work locations or clients. Employees who use public transportation between assigned work locations or for authorized errands shall be reimbursed for the cost of the fare associated with the actual trip, not to exceed the cost of a monthly bus pass. Employees may be required to provide documentation of public transportation costs.

#### **18.1.2 MILEAGE AND EXPENSES REIMBURSEMENT**

Authorized employees driving their own vehicles between assigned work locations and for authorized client errands shall be reimbursed for mileage at a rate of forty-seven cents (\$0.47) per mile. The number of miles reimbursable for travel between assigned clients shall not be limited. The Employer retains the right to determine and assign the most efficient drive routes, in order to minimize mileage and gas consumption. When an employee must use an alternate route due to circumstances out of their control (i.e. construction), the Employer shall reimburse claims with verification. Exceptions will be made for client behavioral needs, as approved in advance by the Employer.

Employees submitting mileage and/or expenses will submit reimbursement request forms by the 5th of each month for the month preceding, for payment on the 25th of the same month (or second paycheck of the month). Reimbursement will be made for expenses and/or mileage which is less than ninety (90) days from the date that expenses were incurred. Employees will not be penalized or payment withheld because of processing delays, so long as the initial reimbursement request was submitted within ninety (90) days from the date expenses were incurred. Paystubs will designate a line item for mileage and expense reimbursements.

#### **18.1.3 DISPUTES ABOUT REIMBURSEMENT**

The Employer reserves the right to use Google or Bing Maps or similar distance- measuring tools to determine whether claimed miles are reasonable. The Employer is not obligated to reimburse unreasonable reimbursement claims.

If changes are made to an employee's reimbursement request, the Employer will provide the employee with a copy of the updated/modified reimbursement form.

### **SECTION 18.2: INSURANCE AND DRIVER'S LICENSE**

Employees shall at all times maintain a current valid driver's license and acceptable driving record under Employer policy.

Employees at all times while on duty shall only utilize vehicles that are covered by liability insurance, consistent with laws and regulations of the State of Washington. The Employer shall require proof of sufficient liability insurance.

### **SECTION 18.3: DOCUMENTATION OF EXPENSES**

Employees must present written documentation of any expenses to be reimbursed pursuant to this Article and must conform specifically to all schedules, rules, and travel routes as set by the Employer.

### **SECTION 18.4: TRAFFIC VIOLATIONS**

The Employer shall not be liable for any moving violation related to the employee's operation of a vehicle in connection with the employee's work for the Employer. Except in exceptional circumstances, the Employer shall not be liable for parking tickets related to the employee's work for the Employer. If an employee believes they received a parking ticket as a result of a work-related emergency, the employee shall notify the Employer promptly and the Employer will review circumstances and determine possible payment.

## **ARTICLE 19: INSURED BENEFITS**

### **SECTION 19.1: GENERAL ELIGIBILITY**

Full-time and eligible part-time employees are eligible to participate in the medical, vision and dental programs offered by the employer. Coverage is effective the first day of the month following 60 days of employment. The Employer may select, change, or modify insurance carriers, benefit plans, benefit levels, employee co-pays and/or employee premiums for the dental, vision and medical insurance plans. Prior to implementing any substantial and material change in insured benefits, excluding those required under the Patient Protection and Affordable Care Act, the Employer shall meet with the Union to discuss the changes, provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. Insurance plans offered to non-Union employees in the same state will be offered to employees covered by this Agreement under the same terms and conditions. The Employer may add and discontinue such plans and change the plan designs and applicable employee premiums at its discretion, so long as such actions are taken with respect to similarly situated non-Union employees in the same state. ResCare will continue its current practice of notifying the Union of such changes in connection with the annual open enrollment process.

### **SECTION 19.2: FUTURE MEDICAL PLANS**

The parties maintain a vision of quality and affordable healthcare for both the employees and the Employer. If, in the lifetime of this agreement, a Taft-Hartley Trust insurance plan is created, the Employer agrees to meet with the Union to review its costs and benefits and remains open to joining such plan. The parties acknowledge that the Employer is not required to join a Taft- Hartley plan.



## **ARTICLE 20: PAID TIME OFF (PTO)**

### **SECTION 20.1: ACCRUAL OF PTO**

Employees shall begin accruing Paid Time Off (PTO) leave after completion of ninety (90) days of employment. PTO accrues at the following rate:

<b>Months of Service</b>	<b>PTO Accrual Rate per hour</b>	<b>Maximum Annual PTO (days/hours)</b>
0-36 Months (0-3 Yrs)	0.0577	15 days/120 hours
37+ Months	0.0769	20 days/160 hours

### **SECTION 20.2: USE OF PAID TIME AND SCHEDULING**

Employees shall be eligible to take paid leave in one-hour increments after their first ninety (90) days of employment. Employees may use any available PTO for sick leave, or as whole hours of vacation, or for consecutive days of vacation. Employees must submit PTO requests in writing at least two (2) weeks prior to the date of vacation requested. The Employer must provide a written response to a request for time off within one (1) week of the request. In the event that too many employees request PTO at the same time for the same time period, and the Employer cannot ensure safe client coverage, PTO approvals shall be granted by seniority within the office to which the employee is primarily assigned. Use of earned and accrued PTO hours shall not be limited. If an Employee requests time off that extends beyond the amount of PTO accrued, the Employer may deny the request for time off. Time off will not be denied arbitrarily or capriciously.

### **SECTION 20.3: ACCRUAL CAPS**

Eligible employees are encouraged to use at least forty (40) hours of PTO per year for vacation. Employees may carry over up to eighty (80) hours of unused PTO hours for use during the next anniversary year. In the event an employee has not used PTO in excess of the eighty (80) hour carryover amount, the Employer shall automatically cash-out the excess of their PTO balance at 75% of the value, on the first paycheck following January 1, each year.

Employees may not utilize any PTO hours that would result in a negative balance. Employees may not access PTO while receiving workers' compensation time loss payments.

### **SECTION 20.4: CASH-OUT**

Employees who have completed six (6) months of service may elect to receive cash in-lieu of PTO at 75% its value. Employees must have a PTO balance of at least thirty-two (32) hours to participate. Employees

must maintain a balance of twenty- four (24) hours. The minimum amount an employee may cash-out is eight (8) hours.

Any eligible employee separated from employment for any reason other than a discharge for good cause shall be paid for all unused, accrued PTO at 100% of its value. An employee who voluntarily resigns his/her employment after completing at least one-hundred and eighty (180) days of work will be eligible for payment of unused, accrued PTO at 100% if its value if he/she provides at least two (2) weeks' notice prior to resignation. Such cash out shall be made by the Employer at the time of the employee's final paycheck.

#### **SECTION 20.5: UTILIZATION OF PTO AS SICK LEAVE**

Employees who have accrued PTO shall be eligible to utilize PTO for any period of absence from employment which includes, but is not limited to, the employee's illness; injury; temporary disability; medical or dental care; or to attend to members of the employee's or the employee's spouse's immediate family or domestic partner or domestic partner's immediate family, where the employee's presence is required because of illness or as otherwise required by the state or federal Family Medical Leave Act or other State law. The Employer may, in its sole discretion, require reasonable proof of illness or disability and/or certification of the necessity of the employee's absence.

#### **SECTION 20.6: NOTICE AND PROOF OF ILLNESS**

The Employer reserves the right to require reasonable proof of an employee's illness if the absence from work lasts beyond three (3) consecutive scheduled workdays. The Employer also may require a doctor's release in the event that the absence from work exceeds three (3) consecutive scheduled workdays. Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. However, employees shall notify their supervisor of illness no less than two (2) hours prior to their first assignment of the day, unless there is a verifiable emergency preventing an employee from fulfilling this requirement. In no case shall the employee be required to find a replacement coverage for an illness.

#### **SECTION 20.7: COMBINATION WITH OTHER BENEFITS**

Payment of accrued PTO or paid sick leave shall supplement any disability or workers' compensation benefits. This combination of PTO or paid sick leave payments and disability or workers' compensation benefits shall not exceed the amount the employee would have earned had the employee worked her/his normal schedule.

#### **SECTION 20.8: PAID SICK AND SAFE LEAVE**

The employer shall provide paid Sick and Safe Leave in compliance with all state and local laws, regulations, and ordinances.

## **ARTICLE 21: RETIREMENT**

All eligible employees may participate in the Employer's 401(k) plan in accordance with the plan rules and regulations at the time of ratification of this Agreement. Participating employees will be eligible for whatever matching contribution is offered by the Employer at the time they obtain eligibility. The Union will be notified of any change to the matching contribution that occurs, if any, during the life of this Agreement.

## **ARTICLE 22: OTHER BENEFITS**

All bargaining unit employees may participate in any other benefit plans the Employer currently offers Residential Service Providers at the time of the ratification of this Agreement.

## **ARTICLE 23: WAGES AND PREMIUMS**

### **SECTION 23.1: KING COUNTY CONTRACT**

Non-Seattle Employees: All King County employees (working outside Seattle city limits) shall be placed on the wage scale in Appendix B on January 1, 2021 if the DSHS increases the reimbursement rate by 1.5% or more; if the rate increase is less than 1.5%, then the effective wage scale on January 1, 2021 will receive a prorated adjustment accordingly. King County employees will remain on the current wage scale for at least the remainder of 2020.

Any changes to this wage scale for 2022 will depend on changes to the DSHS reimbursement rate.

### **23.1.2 WAGES FOR SEATTLE**

Effective January 1, 2021, all employees providing service within the city of Seattle will be placed on the wage scale in Appendix A if the DSHS increases the reimbursement rate by 1.5% or more; if the rate increases less than 1.5%, then the effective wage scale on January 1, 2021 will receive a prorated adjustment accordingly. Seattle employees will remain on the current wage scale for at least the remainder of 2020.

The parties agree to work together to secure rate increases from the state of Washington and/or city of Seattle to address the impact of the Seattle minimum wage increase and other changes to state and/or Federal law which negatively affect the ability of the Employer to meet its financial and quality goals under its contract in King County.

Any changes to this wage scale for 2022 will depend on changes to the DSHS reimbursement rate.

#### **SECTION 23.2: PIERCE COUNTY CONTRACT**

Effective January 1, 2021, all Pierce County employees will be placed on the wage scale in Appendix C if the DSHS increases the reimbursement rate by 1.5% or more; if the rate increases less than 1.5%, then the effective wage scale on January 1, 2021 will receive a prorated adjustment accordingly. Pierce County employees will remain on the current wage scale for at least the remainder of 2020.

Any changes to this wage scale for 2022 will depend on changes to the DSHS reimbursement rate.

#### **SECTION 23.3: SNOHOMISH COUNTY CONTRACT**

Effective January 1, 2021, all Snohomish County employees will be placed on the wage scale in Appendix D if the DSHS increases the reimbursement rate by 1.5% or more; if the rate increases less than 1.5%, then the effective wage scale on January 1, 2021 will receive a prorated adjustment accordingly. Snohomish County employees will remain on the current wage scale for at least the remainder of 2020.

Any changes to this wage scale for 2022 will depend on changes to the DSHS reimbursement rate.

#### **SECTION 23.4: CONTRACT PAYOUT AMOUNTS**

Periodically the Employer is able to provide contract year-end payments to employees if funding in the particular contract under which the employees work allows. When funding allows, employees working for the Employer at the end of the contract year will be provided a payment based on the following formula: Employees will receive a set dollar amount, to be determined by the Employer, for each year of service and then, in addition, will receive a payout, to be determined by the Employer, based upon the number of hours they worked for the Employer during the contract year under the contract for which the payout amounts are available. The employer shall provide the Union with a summary of the formula and payments made at the end of each service contract, each year.

#### **SECTION 23.5: RECOGNITION FOR EXPERIENCE**

Newly hired Employees shall receive up to step two on the scale based on their previous relevant experience, as determined by the Employer. No newly hired employee will receive an hourly rate that is above current employees with the same experience. Such advance placement on the scale will not be considered for the purposes of other benefits.

### **ARTICLE 24: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS**

#### **SECTION 24.1: WORKDAY AND WORK WEEK**

The normal workday shall consist of an eight (8) hour shift but may include a longer shift of no more than

sixteen (16) hours. The normal work week shall consist of up to forty (40) hours of work within a 7-day period. The Employer may define the work week on a shift or service site basis in accordance with Federal and State law.

#### **SECTION 24.2: OVERTIME**

All overtime must be approved by the Employer. Overtime shall be paid at 1.5 times the regular rate of pay for all time worked beyond forty (40) hours in the work week.

While the Employer retains the right to manage its overtime expenditures, the Employer will not unreasonably reschedule or reassign shifts to avoid paying overtime.

Any employee who works more than ten (10) consecutive days shall receive the overtime rate of pay beginning with the eleventh (11th) consecutive day of work and continuing until the employee receives at least one (1) day off.

#### **SECTION 24.3: MANDATORY EXTRA SHIFTS/OVERTIME**

The Employer may schedule mandatory overtime to meet the needs of the business. An employee may decline mandatory additional shifts and/or overtime due to reasonable extenuating circumstances (e.g. childcare requirements, religious observance). Such refusals shall not result in disciplinary action.

There shall be no expectation that any employee will be mandated more than once per calendar month.

Any employee who believes that continuing to work mandatory overtime, or working many consecutive days without a rest day may tend to cause harm to his/her health or to the safety and quality care of the residents may refuse to work more mandatory overtime or on consecutive days. The employee shall state such refusal in writing to his/her immediate supervisor. There will be no retaliation for such refusal of mandatory overtime.

#### **SECTION 24.4: MEAL AND REST PERIODS**

Meal periods shall be paid when the employee is required by the Employer to work or to remain at a prescribed work site in the interest of the Employer. All employees shall be allowed a rest period of not less than ten (10) minutes on the Employer's time for each four (4) hours of working time, provided that appropriate client care is maintained during any rest period. Rest periods shall be scheduled as near as possible to the midpoint of the work period. During ten (10) minute rest periods, employees shall remain at the work site.

#### **SECTION 24.5: WORK SCHEDULES**

Work schedules shall be posted monthly and shall be posted as early as practical but no later than fourteen (14) calendar days preceding the first of the month in which the schedule is effective. Posted

schedules will only be changed as necessary to maintain client care and as dictated by employee call-ins. If changes are needed the Employer shall notify the Employee prior to any changes being made. If changes are made to the posted employee schedules for reasons other than employee call-ins more than three times in two (2) weeks, the Employer shall notify the Union in writing of such changes and meet to discuss, if requested by the Union. If an Employee wishes to change a scheduled day with another Employee, both must sign a written request, and it must be approved by their supervisor. Such changes may result in overtime but only if approved by a supervisor.

#### **SECTION 24.6: AVAILABILITY OF EXTRA SHIFTS**

The Employer will fill extra shifts that become known to Employer at least seven (7) days in advance of that shift by posting a list of open shifts within the branch where the extra shift is available with space for Bargaining Unit Employees to sign up for those shifts. If more than one Bargaining Unit Employee signs up for the same shift, then that shift will be assigned on the basis of seniority and qualification to provide care to the clients living in the service site. Client health and safety will be the driving force in determining which employees are selected for open extra shifts.

If no Bargaining Unit Employee signs up for the shifts at least four (4) days prior to the shift, such shifts shall first be offered to qualified Bargaining Unit Employees on the basis of seniority and qualification to provide care to the clients living in the service site. Client health and safety will be the driving force in determining which employees are selected for open extra shifts. The Employer will maintain a log (available upon request) documenting its efforts to contact off-duty Bargaining Unit Employees, then the Employer may assign those shifts through the method below: Part-time and PRN Employees desiring additional hours up to full time shall notify the Supervisor in writing. Subject to the Employee's ability to do the work and availability, part-time Employees will be offered additional straight time hours on a temporary basis, in seniority order before PRN Employees are utilized.

##### **24.6.1 Client Care Plan Requirements**

Where client care plans require more than one employee per scheduled shift, the Employer shall follow the process of filling an extra shift as required under 24.6.

##### **24.6.2 Extra Shift Pick-Up Incentive**

Effective upon ratification, employees will receive an extra shift premium of two dollars (\$2.00) per hour added to their base rate of pay for actual hours worked during the extra shift. In order to qualify for the extra shift premium, the employee must work her/his regularly scheduled shift(s) for that week, unless the employee is unable to work due to an excused absence as defined by the Washington Sick Leave Law. In addition, the employee must pick up and work an entire extra and vacant shift rather than simply working additional hours. The Employer will not make changes to an employee's schedule for the purpose of avoiding paying overtime. Prior to receiving the extra shift pick-up incentive pay the Employee must submit a completed Adjustment Form documenting the date and hours when the extra shift was worked. The completed form must be submitted to the Employee's immediate Supervisor for signature

and processing prior to the end of the pay period to ensure timely payment of the shift pick-up incentive; the form must be submitted within thirty (30) calendar days of the shift to be eligible for the extra shift pick-up incentive.

#### **SECTION 24.7: REQUESTED TIME OFF**

Except in cases of illness or emergency, requests for time off must be submitted thirty days in advance. Management will respond in writing to an Employee's leave requests within seven (7) calendar days of receipt of the employee's written request to confirm with the employee whether the leave is denied or approved. Paid time off requests made more than one (1) month in advance shall not be unreasonably denied. Employees will not be required to find coverage for approved time off. Written requests for PTO may be made up to six (6) months in advance of the requested time off.

### **ARTICLE 25: EMPLOYMENT PRACTICES**

#### **SECTION 25.1: JOB DESCRIPTIONS**

The Employer shall maintain job descriptions for all positions covered by this Agreement. Upon employment, the Employer shall provide a job description to an employee for the position into which he/she has been hired. The Employer shall furnish the Union with job descriptions for all classifications in the bargaining unit, including any modifications or revisions of such job descriptions. The Employer agrees to give titles to positions that most clearly indicate the nature of the work performed and will place these positions in the same pay group as other comparable positions.

#### **SECTION 25.2: EVALUATIONS**

A written evaluation of employees' performance will be conducted on an annual basis. An employee shall receive a copy of his/her evaluation and shall be allowed to comment, in writing, if desired.

#### **SECTION 25.3: ORIENTATION**

Employees will be provided a basic orientation program which will include state-required training and on-the-job training for each job assignment. The objective of the orientation is to familiarize the employee with the duties and responsibilities of the job.

### **ARTICLE 26: MANAGEMENT RIGHTS**

#### **SECTION 26.1: EXCLUSIVE RIGHTS**

Except as otherwise specifically provided in this Agreement, the Employer has the exclusive right and discretion in selection and direction of the work force, including the right to hire, promote, transfer, demote, discipline and discharge for cause; to establish reasonable rules, policies and penalties; to

introduce new working methods, machines, operations and facilities; and to expand, reduce, discontinue and control the operation and business of the Employer.

### **SECTION 26.2: EXERCISE OF RIGHTS**

Both Parties recognize that it is to their mutual advantage and for the protection of clients to have efficient and uninterrupted services. The Union and the Employer will mutually work together in good faith to cooperate with outside agencies, when appropriate, to ensure that the provision of services to clients will meet the highest standards attainable. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the Parties that such results will be possible. Both Parties agree that they will exercise their rights under this Agreement in a reasonable and responsible manner. Nothing in this article shall be construed as a waiver of the Employer's responsibility to engage in collective bargaining on the matters that are mandatory subjects of bargaining, absent such explicit waiver elsewhere in this Agreement.

## **ARTICLE 27: NO STRIKE OR LOCKOUT**

### **SECTION 27.1: STRIKE/LOCKOUT**

During the term of this Agreement, the Employer agrees not to lockout its employees covered by this Agreement, and the Union and its members agree not to tacitly or actively engage in any strike, slow down, picketing, boycotting, or hand billing that is derogatory toward the Employer, or observance of the same or in any refusal to work or to interfere in any manner with the Employer's business or operations or sanction any such actions. The scope of this provision shall be deemed to apply to any facility operated by the Employer, its parents, subsidiaries or affiliates, or managed by any of those entities pursuant to a management contract, including but not limited to Res-Care, Inc.'s Resource Center or other facilities in Louisville, Kentucky. It is expressly understood that this Article prohibits the Union, its members, or persons acting on its behalf, from engaging in any form of anti-Res-Care, Inc. campaign or from distributing anti-Res-Care, Inc. literature in any manner, by any means, during the life of this Agreement.

### **SECTION 27.2: SANCTIONS**

In the event any unit employee engages in conduct prohibited by Section 1 of this Article, the Union shall notify the employee that such conduct violates this Agreement and subjects them to possible discipline. The Union shall immediately disavow and condemn such activity and take all possible steps to bring such activity to an immediate end and to prevent any reoccurrence of any such activity in violation of this Article. The Union will also, within twenty-four (24) hours of notice of such actions by facsimile and/or letter to the Employer, advise that such activity by employees is unauthorized and in violation of the Agreement and set forth all steps taken or to be taken by the Union to end such Agreement violation by the employees involved.



## **ARTICLE 28: MODIFICATION AND PAST PRACTICE**

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

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. The Employer will not enter any agreement or contract with employees that conflicts with the terms of this Agreement.

## **ARTICLE 29: SEVERABILITY**

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. In the event of such invalidation or injunction, the parties shall promptly meet to negotiate a substitute provision, unless mutually waived by the parties. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

## **ARTICLE 30: ADHERENCE TO EXISTING STATUTES**

The Parties agree to abide by all applicable municipal ordinances and state and federal statutes and regulations, including but not limited to any and all statutes pertaining to discrimination in employment.

## **ARTICLE 31: TERM OF AGREEMENT AND REOPENER**

This Agreement shall be effective upon ratification and shall remain in full force and effect unless amended by mutual written agreement of the parties through June 30, 2022, and year to year thereafter provided, however, that either party may serve written notice on the other at least ninety (90) days prior to the expiration date, or subsequent expiration anniversary date, of its desire to amend any provision hereof.

If, during the life of the Agreement, the State of Washington modifies its funding for the contracted

services provided by the Employer and/or there is any other change to the reimbursement established at the time of the signing of this Agreement, the Parties agree to reopen this Agreement immediately for negotiations on all economic sections of the Agreement.

**APPENDIX A – SEATTLE \***

Years of Experience	Wage Rate
0-2.99	\$16.55
3-4.99	\$16.58
459.99	\$16.62
10 +	\$18.24

\*Should the Seattle minimum wage rate exceed any of the listed wages above, the Seattle minimum wage rate will prevail.

**APPENDIX B – NON-SEATTLE KING COUNTY**

Years of Experience	Wage Rate
0 - .99	15.00
1 - 2.99	15.22
3 - 4.99	15.89
5 - 9.99	16.44
10+	18.24

**APPENDIX C – PIERCE COUNTY**

Years of Experience	Wage Rate
0 - .99	15.00
1 - 2.99	15.22
3 - 4.99	15.89
5 - 9.99	16.44
10+	18.24

**APPENDIX D – SNOHOMISH COUNTY**

Years of Experience	Wage Rate
0 - .99	15.00
1 - 2.99	15.22
3 - 4.99	15.89
5 - 9.99	16.44
10+	18.24

**SIGNATURE PAGE**

**FOR RESCARE RESIDENTIAL**

**FOR SEIU 775**

*Jeffrey J. Chapuran*  
\_\_\_\_\_



\_\_\_\_\_

**DATE**

1/5/2021  
\_\_\_\_\_

**DATE**

1/5/2021  
\_\_\_\_\_



**215 Columbia St.  
Seattle, WA 98104  
[www.seiu775.org](http://www.seiu775.org)**

**Call our Member Resource Center toll-free at 1.866.371.3200**