

SEIU 775 – ResCare Residential
2024 CBA Negotiations

The Union proposes Current Contract Language for the following Articles of the Parties' Collective Bargaining Agreement:

~~00 – Preamble~~ 00 - Preamble

01 – Quality of Care

03 – Union Rights

04 – No Discrimination

05 – Client Rights

06 – Definitions

07 – Seniority

08 – Layoff & Recall

09 – Discipline and Discharge

10 – Grievance Procedure

12 – Labor Management Committee

15 – Care Plans

16 – Types of Leave

21 – Retirement

22 – Other Benefits

25 – Employment Practices

26 – Management Rights

27 – No Strike or Lockout

28 – Modification and Past Practice

29 – Severability

30 – Adherence to Existing Statutes

The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:

Date:

27 February 2025

For the Employer:

Jeffrey J. Chapuran

Date:

February 28, 2025

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ARTICLE 2: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

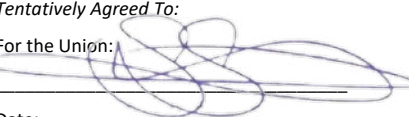
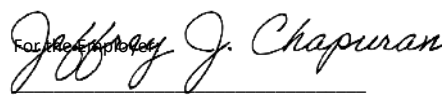
SECTION 2.1: MEMBERSHIP

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/their 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 or Union Representative, 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 via the secure synch folder, or trackable mail, or provide directly to the Union Representative.

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.

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SECTION 2.3: PAYROLL DEDUCTIONS

SECTION 2.3.1: DUES DEDUCTIONS

The Employer agrees to deduct from each bargaining unit employee's 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 ~~no later than within ten (10) days of the succeeding month~~ ~~ten (10) five (5) calendar days after the end of each pay period for which dues were deducted~~ by Automated Clearing House ("ACH") payment. Upon issuance and transmission of the ~~check or~~ ACH payment to the Union, the Employer's responsibility shall cease with respect to such deduction.

SECTION 2.3.2: COPE DEDUCTION

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 by ACH payment. ~~Monies so COPE deductions~~ shall be transmitted by ACH payment ~~a check or ACH~~ separate from the ~~check~~ ACH payment remitted for ~~payment of~~ dues ~~no later than within ten (10) days of the succeeding month~~ ~~five (5) calendar days from the end of the pay period in which the deductions were taken~~.

SECTION 2.3.3: ELECTRONIC AND VOICE AUTHORIZATIONS

The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and COPE and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement. In addition to electronic scanned copies of paper authorizations from the Union, the Employer shall accept copies of electronic signatures and digital files containing voice authorizations and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

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SECTION 2.4: BARGAINING UNIT INFORMATION

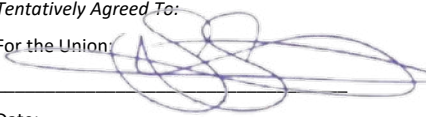

The Employer shall provide the Union with a list of all employees covered by this Agreement no later than the 10th day of the succeeding month ~~five (5) calendar days after each pay period roll.~~

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The list shall include:

- Employee number
- First Name ~~(as preferred by the employee)~~
- 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

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- 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~~ Pay Period Start Date
- ~~Service month~~ Pay Period End Date
- Regular Hours worked per pay period
- Dues deduction amount
- Voluntary Deduction Amount
- Voluntary Deduction 1 Amount
- Voluntary Deduction 2 Type
- Voluntary Deduction 2 Amount,
- Voluntary Deduction 3 Type
- Voluntary Deduction 3 Amount
- Paid Time Off hours paid
- Paid Time Off forfeited
- Paid Time Off hours balance
- Retro pay hours
- Training Hours worked in the pay period
- Overtime hours worked in the pay period
- Pay Period start date
- Pay Period end date

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- Pay Period hours
- Gross pay
- Net pay
- Work location
- Job classification

The Union shall provide the Employer with a template to submit Reports/Rosters, the Employer and the Union will agree upon a file name in which the Rosters/Reports will be named. 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.

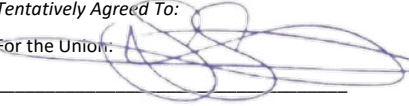
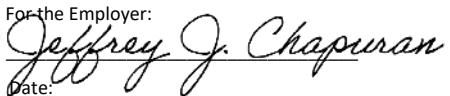
The Union prefers to receive the same file for both the Dues Report and the Employee Roster. If the Dues Report and the Employee Roster are submitted as separate reports, both reports must have a corresponding record, cover the same period, and must contain the following identical information:

- Employee number
- First Name
- Middle Name
- Last Name
- Social Security Number

The Employer agrees to only transmit rosters and reports through the mutually agreed upon electronic format.

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
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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.

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Jeffrey J. Chapuran

Date:

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ARTICLE 11: OPEN POSITIONS ~~VACANCIES~~, OPEN SHIFTS AND ASSIGNMENT OF HOURS

SECTION 11.1: OPEN POSITIONS

An Open Position is a vacant, regular full-time or part-time job within the bargaining unit that the Employer intends to fill. This includes newly created roles or vacancies resulting from resignation, termination, promotion, or transfer. 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 all Open Positions including vacant promotional opportunities within the branches and the relevant worksites ~~the community work sites covered by this Agreement~~ will be posted on bulletin boards or in a location designated by the Employer at least every two (2) weeks. The list of Open Positions will be posted at each branch office worksite in a designated area. In addition, information about all ~~job vacancies~~ Open Positions 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. When reasonably possible, open positions will be posted at the worksite/group homes.~~

All regular full and part time ~~vacancies or~~ Open Positions 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 OPEN SHIFTS

SECTION 11.2.1: NOTIFICATION AND ASSIGNMENT OF AVAILABLE HOURS

11.2.1.1: DEFINITION: OPEN SHIFTS

Open shifts are due to several possible factors (for example (this list should not be

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For the Employer:

Date:

September 4, 2025

considered exhaustive, but is intended to be illustrative): open shifts are open by virtue of an open position, open shifts are open due to employees taking vacation or other leave, open shifts are open because employees may have called off).

~~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 their immediate supervisor when his/her their 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). If an employee's availability changes, the employee will provided the Open Position List to determine if there's an Open Position that matches their new availability.

SECTION 11.2.2: SHIFTS WHICH ARE KNOWN AT THE TIME THE SCHEDULE IS POSTED

The Employer shall post monthly a list of ~~O~~open ~~S~~shifts available to employees at the same time that the monthly schedule is posted (14 days prior to the start of the month, per Article 24.5) for the specific worksite. ~~inclusive of the worksites available from the branch.~~ The open shift list will include space for interested employees to sign up for the shift for seven (7) days. Employees may sign up for available open shifts. ~~P~~Prior to the start of the month, the ~~employer~~ Employer will rotate the assignment of the shifts to the employees who signed up for the extra shifts in rotating seniority order and then post the updated schedule before the start of the month. Signing up for a shift does not guarantee that an employee will be assigned to the open shift. Seniority, c~~E~~lient choice and client need shall be the determinative factor for assignment of worker(s).

Employees who sign up for an extra shift may be bumped from that shift on three (3) days'

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notice if the employer is able to fill the shift with a newly hired regular full-time employee.
If no Bargaining Unit Employee signs up for the week prior to the shift, such shifts may be
offered to qualified non-Bargaining Unit Employees.

Open shifts will continue to be posted until they are filled. It is understood that when a shift
cannot be filled with a bargaining unit member, the Employer may seek to utilize non-
bargaining unit staff or temporary employees.

When an Open Position (as defined in 11.1 of this Article) exists, the unfilled hours from
that position shall be treated as open shifts for the purpose of coverage. These open shifts
may be picked up by employees in accordance with the procedures listed in this Article.

SECTION 11.2.23: SHIFTS WHICH BECOME AVAILABLE AFTER THE SCHEDULE IS POSTED AND
IN EFFECT (INCLUDING SAME DAY ABSENCES)

In lieu of contacting employees by seniority order by phone or in person, the Employer may
opt to send a group text to all qualified employees first within the specific worksite, and
then to other qualified employees within the affected classification that an open shift is
available. The Employer may choose among volunteers currently at work and off duty
employees who respond to the group text. In all such situations, the Employer may choose
to give priority to full time and part time employees over PRN staff.

SECTION 11.2.2: RIGHT TO REPLACEMENT HOURS CUT INVOLUNTARILY

When an Employee's assigned hours are reduced involuntarily, through no fault of
his/her/their 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.

When an employee's hours are reduced involuntarily, the employee may choose to use
their accrued Paid Time Off, as long as the employee does not utilize Paid Time Off to

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Article 11 – Workgroup Settlement

receive pay for time off over and above the employee's regularly scheduled hours.

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ARTICLE 13: HEALTH AND SAFETY

SECTION 13.1: RIGHT TO SAFE WORKING CONDITIONS


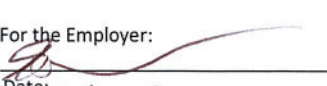
The Employer and the Union recognize the importance of working conditions that will not threaten or endanger the health (including mental health) or safety of employees or clients. The Employer agrees to comply with all federal, state, and local laws to provide working conditions that are safe. The Employer may, in its discretion, establish safety and health rules.

No employee shall be required to work in any situation that would threaten or endanger the employee's health or safety. Prior to or concurrent with the Employer assigning an employee to work with a client ~~an assignment,~~ the Employer will endeavor to notify employees of any known health or safety risks and challenging behaviors included in the client's care plan or otherwise documented by the Employer. Such health and safety risks include bodily harm to another employee; threatening behavior of the client or persons in the household to another employee; sexual harassment of another employee by the client or by persons in the household; offensive behavior directed toward another employee or any other situation that constitutes a threat to the employee's health (including mental health) and/or safety. If employee reports conduct that threatens their health and/or safety to their supervisor and requests reassignment, the Employer will attempt to attempt to reassign the Employee as quickly as possible to ensure as long as doing so does not leave as long as doing so does not leave the client does not go without care or experiences a lapse in care y are not required to give two weeks' notice to be reassigned.

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The Employer may discipline an employee for his/her/their 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/their 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/their supervisor. Residential Service Providers shall be provided with updated care-plans on all of their clients, inclusive of notification of all known chronic health conditions with particular attention to conditions requiring additional safety precautions, inclusive but not limited to: HIV/AIDS, COVID-19, MRSA, C DIFF. In the event of acute healthcare conditions, Employees will be notified in writing utilizing a change of condition form.

SECTION 13.3: CLEANING EQUIPMENT AND SUPPLIES

No employee shall be required to provide at his/her/their 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.

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SECTION 13.4: IMMINENT DANGER ~~TO RESIDENTIAL SERVICE PROVIDER~~

Any employee who believes in good faith that ~~his/her~~their 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/their 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/they 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 they are ~~he/she is~~ required to begin the assignment. ResCare reserves the right to protect client confidentiality in the release of this information.

At least one supervisor from each office of the Employer shall be required to carry a cell phone during non-business hours. Employees will be able to contact this supervisor after hours in cases such as, but not limited to, illness requiring the employee to miss an assigned shift, client emergencies requiring extra hours, situations which cause the employee to feel unsafe due to client behavior or conduct, etc.

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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.

If the employee believes the client may be in danger, the employee shall immediately call 9-1-1 or other emergency services.

SECTION 13.5: COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT


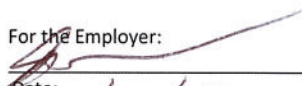
Notwithstanding any other provision of this Agreement to the contrary, the Employer may take any action that it, in its discretion, deems necessary to comply with the Americans with Disabilities Act.

SECTION 13.6: COMMUNICABLE DISEASES

SECTION 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.

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SECTION 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.



SECTION 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.

SECTION 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.

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ARTICLE 14: PAY RECORDS AND PAY PERIODS

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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, hours worked at the employee's regular rate of pay, overtime hours, training hours, 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: WORK WEEK AND PAY PERIOD

The work week shall be defined as Saturday at 12:00:00am to Friday 11:59:59pm. The pay period shall be defined the first of the month through the 15th of the month, and the sixteenth of the month through the last day of the month. 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 may change the starting point of the work week at any time during this Agreement, with at least thirty (30) days' notice to employees and the Union.

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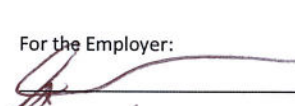
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The Employer's shall make the pay schedule will be available upon request attached to this Agreement as Appendix B, available to all employees, published as a The pay schedule is a yearly calendar with pay days and mandatory due dates for submission 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: OVERTIME AND RECORDING OF HOURS WORKED

Overtime pay will be paid at the rate of one and one half times the employee's regular rate of pay inclusive of any applicable differentials in accordance with state and federal law for all hours actually worked beyond forty (40) in any work week, in accordance with state and federal law and this Agreement at the rate of one and one half times an employee's regular rate of pay for all actual hours worked beyond 40 hours in any workweek period in accordance with Article 24.

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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, in which case the Employee shall be paid as soon as possible.

Hours worked by the employee as "training hours" must be submitted within the work week the training hours were completed. However, in the event the employee is unable to submit their

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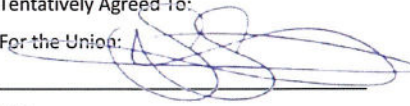
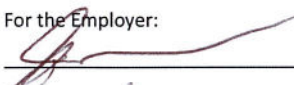
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training hours to the Employer within the work week, the training hours will be retroactively added to the appropriate work week and overtime will be applied, as applicable and required by law. It is understood by the parties that to avoid paycheck errors or misapplication of overtime, the submission of the employee's training hours within the work week is a necessary task. however, the Employer has access to the employee's training logs and can verify training hours in real time for the appropriate payroll. Training completed away from the worksite will be paid for the amount of time assigned to the module(s) and not necessarily the amount of time the employee spent logged into the training site.

SECTION 14.34: 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.

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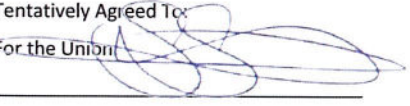

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SECTION 14.45: DIRECT DEPOSIT

~~Within six (6) months of execution of this Agreement, a~~ Direct deposit shall be required, provided an employee may elect to receive [a paper check instead](#) ~~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.

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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:

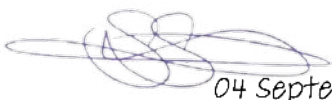
- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Christmas Day

~~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.~~

SECTION 17.1.1 HOLIDAY PREMIUM PAY – HOLIDAYS WORKED

~~Eligible~~ [Eligible full-time](#) ~~Full-time and part-time~~ employees [\(as defined in Article 6 – Definitions\)](#) who work on [a company recognized holiday](#) shall be paid their regular rate for all hours worked and will receive the same amount for Holiday pay, with a minimum of [eight \(8\) hours of Holiday pay.](#) ~~one of the company recognized holiday dates shall be paid~~



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

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 [or if the employee is out due to illness or other absence under Washington state Protected Sick Leave provisions.](#)

If a full-time ~~or part-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.

[Part-time and on-call employees who work on a holiday will be paid Holiday pay equivalent to the number of hours worked on the holiday. are paid for all hours worked on the holiday at 2x the employee's regular rate of pay. Part-time employees do not receive compensation if they do not work on a holiday.](#)

SECTION 17.2: PERSONAL HOLIDAYS (EFFECTIVE JULY 1, 2025)

~~Employees who have completed one year of service with the Employer will be awarded one personal holiday upon their anniversary.~~

~~Employees who have completed five years of service with the Employer will be awarded two personal holidays upon their anniversary.~~

SECTION 17.23: 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




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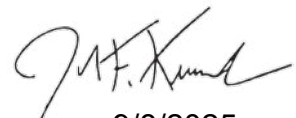

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“personal holiday” as a special day for religious observance or other celebration (e.g. Rosh Hashanah, Good Friday, the beginning/end of Ramadan, etc.). As long as the Employer has been given two weeks’ notice, [the Employer shall approve such requests unless organizational, staffing, or client issues necessitate a denial of the request.](#) ~~all such requests for additional unpaid personal holidays for religious observance shall be granted.~~
The employee may use accrued PTO for this purpose.



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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:

Months of Service	PTO Accrual Rate per hour	Maximum Accrual PTO (days/hours)
0-36 months 0-2.99 years	0.0577	15 days/120 hours
37-60 months 3-4.99 years	0.0769	20 days/160 hours
61+ 120+ months 5+ years- 9.99 years	0.0961	25 days/200 hours
121 months 10+ years	0.1155	30 days/240 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.- [For vacation requests, e](#)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

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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. Written requests for PTO may be made up to six (6) months in advance of the requested time off.

Use of Paid Time Off shall be optional for the following reasons:

- When an employee is sent home or not scheduled to work due to staffing
- When the employee has worked at least the number of hours in the work week to maintain their FTE

~~Employees who take Paid Time Off shall be returned to their regular shift upon their return to work, provided that their shift has not been permanently changed for operational reasons unrelated to their use of Paid Time Off. The Employer shall not alter an employee's shift or work schedule as a result of Paid Time Off.~~

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)~~eighty (80) one hundred and twenty (120)~~ 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 one hundred and twenty (120)~~ 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.

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Employees may not utilize any PTO hours that would result in a negative balance; [however, employees may request time off for future accrual](#). 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~~ [just](#) 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.

~~[If an employee separates from the Employer and is rehired within twelve \(12\) months, the Employer will notify the employee of their previously accrued, unused PTO that was not cashed out will be reinstated and available for use upon rehire.](#)~~

SECTION 20.5: UTILIZATION OF PTO AS SICK LEAVE

[Employees can use Paid Time Off to care for their own or a covered family members' mental or physical illness, injury, or health condition, including diagnosis and preventive medical ~~care~~ and dental care. Employees can also use PTO to cover time off when the Employer's facility has been closed by order of a public official for any health-related reason, their child's school or](#)

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place of care has been closed by order of a public official for any health-related reason, or for the reasons set forth in the Employer's Domestic Violence Leave policy. ~~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.~~ The Employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law. 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.

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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.

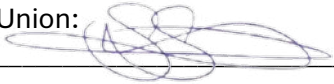
SECTION 20.9: NO RETALIATION/DISCRIMINATION

The Employer prohibits any retaliation for an employee's lawful use of Paid Time Off. The Employer will not take any adverse action including but not limited to discipline/corrective action, denial of any benefit or incentive because the employee has utilized their Paid Time Off.

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ARTICLE 23: WAGES AND PREMIUMS

SECTION 23.1: WAGES AND WAGE SCALE

~~After ratification~~ Effective July 1, 2024 upon ratification, all employees shall be placed on the wage scale in Appendix A counted by years of employment with the Employer in

Appendix A. All employees shall be paid wage rates that correspond to this scale for hours ~~worked retroactively from July 1, 2024.~~ 9/8/2025 ~~SSY~~ 10Sept2025

Upon their anniversary of their employment, all employees will move up on the wages scale to the wage corresponding to their length of employment.

Employees who are at the top step of the wage scale will receive a 2% increase on their anniversary date of hire (or, original seniority date, as applicable).

SECTION 23.2: CONTRACT PAYOUT AMOUNTS

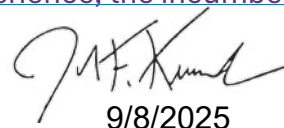
Periodically the Employer is able to provide contract year-end payments to employees if funding in the particular contract under which the employees work allows. When funding allows, employees working for the Employer at the end of the contract year will be provided a payment based on the following formula: 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 23.3: RECOGNITION FOR EXPERIENCE

Newly hired employees shall be placed ~~receive~~ up to step two ~~twothree~~ 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. In the instance where a new hire would be paid a higher wage than an incumbent employee in the same position with the same experience, the incumbent



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~~employee shall be adjusted upward.~~ Such advanced placement on the scale will not be considered for the purposes of other benefits.

SECTION 23.4: TRAINING PAY

Employees will be paid for all completed hours of required training. If an employee separates from employment before completion of any required training, the employee will be compensated for their completed training.

Employees who attend training on their regularly scheduled day of work will be required to work their shift before and/or after the training, unless the Employer makes other arrangements to cover the shift. ~~Milkah If the Employer covers the employee's shift which results in the employee losing hours, the employee will be paid for the duration of their normal shift.~~

SECTION 23.5: Differentials

Weekend Differential

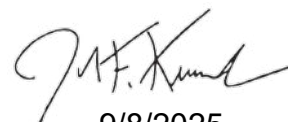
~~Employees shall be paid fifty cents (\$0.50) per hour differential in addition to their regular hourly wage rate for every hour worked on Saturdays and Sundays, as calculated from 12:01 a.m. Saturday through 11:59 p.m. Sunday. Differentials shall be included in any computation for overtime, holidays, or other differentials or premium time.~~

SECTION 23.6: REPORT PAY

Bargaining unit employees who report to work on a posted schedule that is not needed will receive pay for two hours, unless the employee volunteers to go home. Report pay only applies if the employee did not receive prior notice from the Employer of low census or overstaffing. Prior notice includes leaving a message on an answering machine or with the person answering the telephone or via text message at least two hours ~~minutes~~ prior to the start of the employee's shift. It is the responsibility of the employee to provide the Employer with an accurate telephone number. Failure by the employee to do so relieves the Employer of its "report pay" obligation.




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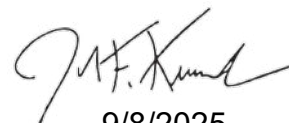
SECTION 23.7: TRAVEL WITH CLIENTS

Employees may be required to travel overnight with clients from time to time. The Employer maintains a policy regarding client travel and will review such policies with employees before making an assignment for employees to travel with clients.

Employees that are displaced by a client that is traveling shall be offered available hours at their worksite or another worksite as available. If there are no hours available, the displaced employee shall have the option to use or to not use their Paid Time Off.



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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.~~ The work week for payroll purposes and for determining overtime shall consist of seven (7) consecutive days beginning at 12:00:01 a.m. Saturday to Saturday at midnight. The Employer may change the starting point of the work week at any time during this Agreement, with at least thirty (30) days' notice to employees and the Union.

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.

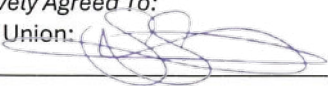

While the Employer retains the right to manage its overtime expenditures, the Employer will not unreasonably reschedule or reassign shifts to avoid paying overtime.

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

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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.

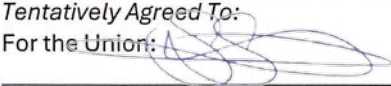
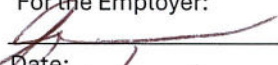
SECTION 24.4: MEAL AND REST PERIODS

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, including mandatory training and staff meetings, 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

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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 (ALL LANGUAGE REGARDING EXTRA SHIFTS IS CONTAINED IN ARTICLE 11)

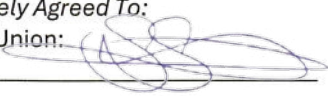

~~The Employer will fill extra shifts that become known to Employer at least seven (7) days in advance of that shift by posting a list of open shifts within the branch where the extra shift is available with space for Bargaining Unit Employees to sign up for those shifts. If more than one Bargaining 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.~~

SECTION 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.

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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.

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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, ~~2024~~2026, 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.

~~There shall be a Wage reopener effective September 1, 2023. The parties agree that either party may make a written request to reopen the Agreement for negotiations over economics up to ninety (90) days before September 1, 2023.~~

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ARTICLE X: LOW CENSUS AND REASSIGNMENT

SECTION X.1: LOW CENSUS DEFINITION

Low census shall be defined as a decline in client care requirements resulting in a temporary staff decrease. Reductions of hours due to low census do not have any notice requirements.

SECTION X.2: PROCESS FOR REDUCTION OF HOURS

After the schedule is posted, in the event the Employer reduces the workforce in a job classification on a given shift due to low census, the Employer will make reasonable efforts to reduce scheduled hours ~~scheduled hours will be reduced~~ in the following manner:

- 1) Volunteers
- 2) Employees working in an overtime condition
- 3) Intermittent or on-call (PRN) employees
- 4) Non-voluntary rotational cut of full-time and part-time employees in a job classification on the affected shift, starting with the lowest seniority.

The Employer shall make reasonable efforts to assign ~~Assignments of~~ low census days in an affected worksite on a rotating schedule ~~shall be rotated among the staff in affected designated worksite so that no employee shall be required to take a second low census day until all employees at the worksite have taken a low census day.~~

Low census days shall be without compensation. Employees subject to low census may elect to utilize earned PTO.

The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:

Date:

04 September 2025

For the Employer:

Date:

September 4, 2025

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SECTION X.3: DEFINITION OF REASSIGNMENT

Reassignment shall be defined as the need of the Employer to move an employee from their regular assignment to another worksite to meet client care needs, or moving an employee from one worksite to a different worksite due to a low census cut.

SECTION X.4: PROCESS OF REASSIGNMENT

If the Employer is required to reassign employees to meet a client need, or is able to reassign an employee due to low census at one worksite to work at another worksite, the Employer will make reasonable efforts to reassign employees in the following order
of assignment will be in the following manner:

- 1) Volunteers
- 2) Non-voluntary rotational reassignment of employees in a job classification on the affected shift, starting with the lowest seniority.

The Employer will make reasonable efforts to rotate reassignments ~~Assignments of reassignment shall be rotated~~ among the staff in a designated ~~worksite so that no employee in a department working on that particular day shall be required to be reassigned until all employees in the designated worksite have been reassigned.~~

It is understood that some employees may not be able to be reassigned due to training needs, or client care needs. In those cases, employees may be skipped in the rotation if they have not received the necessary training to complete the required assignment, or do not meet client care requirements in the judgment of the Employer.

Employees may choose not to be reassigned and use PTO. In these cases, they will be placed back in the rotational seniority for future reassignment.

The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:

Date:

04 September 2025

For the Employer:

Date:

September 4, 2025

SEIU 775 – ResCare Residential
2024 CBA Negotiations
Union Proposal V01 – 2024 11 19
RC Counter 1/15/24

The Employer agrees to act in good faith in administering this Article. In the event of a dispute, the Union agrees to not file a grievance but to instead request a meeting with the Employer to will not file a grievance but will instead seek resolution through a joint meeting between any affected member(s), a Union Representative and Employer Representative(s), facilitated within 10 business days of the issue being raised.

The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:

For the Union:

Date:

04 September 2025

For the Employer:

Date:

September 4, 2025

ARTICLE Y: SUCCESSIONSHIP

SECTION 18.1 NOTICE

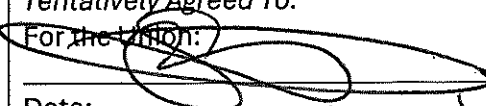
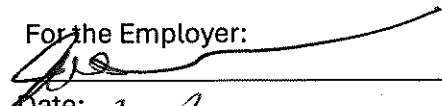
The Employer agrees to notify the Union in the event any transaction is reported to the Securities and Exchange Commission (SEC) which may affect the interests of Union members.

The Employer agrees to notify any potential purchaser of its collective bargaining agreements with the Union and will make acceptance of such agreements a condition of any sale, purchase, or any other form of transfer of its business, in whole or in part, to any other person or entity.

SECTION 18.2 SUBCONTRACTING

ResCare Residential will not subcontract any bargaining unit work. In the event the Employer enters into any business relationship that may impact Union members, the Employer will notify the Union promptly and enter into negotiations of mandatory subjects of bargaining if requested by the Union within thirty (30) days of such notice.

The Union reserves the right to add to, modify or withdraw this proposal.

Tentatively Agreed To:	
For the Union:	For the Employer:
	
Date: 19 Nov 2024	Date: 11/18/24

ARTICLE Z: TRAINING


The Employer and the Union recognize the importance of ongoing training and development to enhance employee skills, ensure safety, and improve overall job performance.

The Employer will provide all necessary and required training to employees to ensure they are adequately equipped to perform their job duties, per the Employer's policies and state requirements. Individual employee training due dates will be posted at the worksite.

All training required by the Employer will be provided at no cost to the employee. Employees will be compensated at their regular rate of pay for time spent attending mandatory training, including any time required for travel. When training is required outside of regular working hours, such time will be considered compensable, subject to applicable overtime provisions. Employees are encouraged to complete training at the branch offices, however, recognizing that computers are not always available, employees are also able to participate in the required training on the web-based platform. The Employer may cap the number of hours per work week the employee is allowed to participate in training away from the office to ten (10) hours to control overtime costs. The Employer will make every effort to schedule training at the office during the Employee's normal working hours. In every case, training must be approved by a supervisor prior to engaging in the training.



19 Nov 2024


11/18/24

MEMORANDUM OF UNDERSTANDING

SEIU 775 and Res-Care, Inc.

This Memorandum of Understanding sets forth the agreement between Res-Care, Inc., (the "Company") and the SEIU 775 Service Employees International Union (the "Union"), (collectively "the Parties") concerning the proper legal identity of the company employing workers represented by the Union in Washington State and covered by a collective bargaining agreement effective July 1, 2022 through June 30, 2024, extended by Mutual Agreement through August 31, 2025. Some or all of these bargaining unit employees, currently employed by Res-Care, Inc., will be transferred to the employ of Normal Life, Inc. All documents pertaining to the relationship between this Union and this Company, including the Preamble, body, and signature block of the above-referenced collective bargaining agreement and any successor agreements, will refer to, and be entered into with, Normal Life, Inc. rather than any other legal entity.



Signed by the Union

20 August 2025

Date



Signed by the Employer

8/23/2025

Date

SEIU 775/RESCARE RESIDENTIAL

September 4, 2025

COMPANY'S WAGE PROPOSAL + RATIFICATION BONUS

APPENDIX A: WAGE SCALE

Current Pay Scale	Proposal	
	Increase (upon ratification)	Pay Rate After Increase
0-0.99	\$0.30	\$20.55
1-2.99	\$0.40	\$21.65
3-4.99	\$0.60	\$22.60
5-6.99	\$0.70	\$23.45
7-8.99	\$0.80	\$24.30
9-9.99	\$0.90	\$25.90

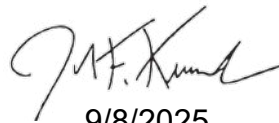
If the Company's wage proposal is ratified, the Company will also pay the following one-time ratification bonus to then-current bargaining unit employees:

Ratification Bonus Amount		
Tier 1	0-1.99 years	\$200
Tier 2	2-6.99 years	\$500
Tier 3	7+ years	\$1,000

This proposal is subject to the Company and the Union finalizing negotiations and executing a successor CBA.



04 September 2025



9/8/2025