

## **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 5.3. 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 2.3: 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 2.4: PAYROLL DEDUCTIONS**

#### **2.4.1 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

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Tentatively Agreed To:

For the Union:



Date:

11/5/20

For the Employer:



Date:

11/13/2020

to such deduction.

#### **2.4.2 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 2.5: BARGAINING UNIT INFORMATION**

#### **2.5.1 ROSTER**

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

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Tentatively Agreed To:

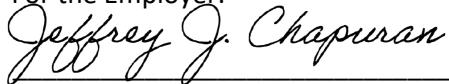
For the Union:



Date:

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For the Employer:



Date:

11/13/2020

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- 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 2.6: 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.

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

Tentatively Agreed To:

For the Union:



Date:

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For the Employer:



Date:

11/13/2020

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## 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.

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### 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

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For the Union:



Date:

7/22/20

For the Employer:



Date:

7/22/20

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

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For the Union:



Date:

For the Employer:

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Date:

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*Tentatively Agreed To:*

For the Union:

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Date:

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For the Employer:

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Date:

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## 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  
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Date:

7/22/20

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Date:

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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

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Date:

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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.

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

Tentatively Agreed To:

For the Union:

Jeremy MacNealy

Date:

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For the Employer:

Jeffrey J. Chapuran

Date:

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7/22/20

## **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.

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

Tentatively Agreed To:

For the Union: Jeremy MacNealy  
Date: 7/22/20

For the Employer: Joseph J. Chapuran  
Date: 7/22/20

## **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

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For the Union:  
  
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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 (~~for example, the Washington State Family Care Act~~).

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

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Tentatively Agreed To:

For the Union:

Jeremy MacNealy

Date:

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For the Employer:

Jeffrey J. Chapuran

Date:

\_\_\_\_\_

7/22/20

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appropriate.

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**Tentatively Agreed To:**

For the Union:

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Date:  
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For the Employer:

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Date:  
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## 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 (\$.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.

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

Tentatively Agreed To:

For the Union:

*Jeremy MacNealy*

Date:

10/21/20

For the Employer:

*Jerry J. Chapuran*

Date:

11/13/2020

### **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.

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*Tentatively Agreed To:*

For the Union:

Date:

*For the Employer:*

*Jeffrey J. Chapuran*

Date:

11/13/2020

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## ARTICLE 23: WAGES AND PREMIUMS SECTION

### 23.1 KING COUNTY CONTRACT

Non-Seattle Employees: ~~Year One (Effective July August 1, 2020 18);~~

All King County employees (working outside Seattle city limits) shall be placed on the wagescale 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 comes below 1.5%, or if the rate decreases then the effective wage scale on January 1, 2021 will receive a prorated adjustmented 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.

~~The parties agree that the Agreement will re-open for bargaining regarding wages for non-Seattle employees working under the King County contract on May 1, 2019 for the purpose of discussing wage increases for year two of the Agreement (July 1, 2019, to June 30, 2020).~~ Type text here

~~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.~~

#### SECTION 23.1.2 WAGES FOR SEATTLE

Effective ~~January 1, 2021 July August 1, 2020 19~~, 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 comes below 1.5%, or decreases then the effective wage scale on January 1, 2021 will receive a prorated adjustmented prorated 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.

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Tentatively Agreed To:

For the Union:

*Jeremy MacNealy*

Date:

11/13/20

*Jeffrey J. Chapuran*  
For the Employer:

Date:

11/13/2020

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

Effective January 1, 2021~~July August 1, 2020~~18, 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 comes below 1.5%, or decreases 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~~July August 1, 2020~~18, 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 comes below 1.5%, or decreases 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.  
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Tentatively Agreed To:

For the Union:

Date:

  
Jeremy MacNealy

For the Employer:

Date:  
11/13/2020

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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.

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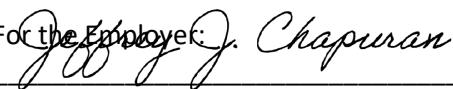
For the Union:

  
Jeremy MacNealy

Date:

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For the Employer:

  
J. Chapuran

Date:

11/13/2020

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

### SECTION 24.1: WORK DAY AND WORK WEEK

The normal work day shall consist of an up to 8 hour shifts of work, and but may include a longer shift of no but never more than a 16 hours shift. The normal work week shall consist of up to 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 40 hours in the work week. All hours worked over ten eight (108) consecutive hours on any double shifts or split double shifts of at least two (2) hours or more shall be paid at the differential rate of seventy-five cents (\$0.75) per eligible hour overtime rate of pay. Both parties acknowledge that changes to client site placement or changes to care plans may dictate in some circumstances a need to make scheduling adjustments.

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

Tentatively Agreed To:

For the Union:

Jeremy MacNealy

Date:

11/13/20

For the Employer:

Jeffrey J. Chapuran

Date:

11/13/2020

SEIU 775 –ResCare Residential

2020 CBA Negotiations

Union Proposal – Date

UNRC Counter – 11/9/2020

RC Counter 11/13/2020

Time - \_\_\_\_\_

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 24.7: 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

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 Jeremy MacNealy

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11/13/20

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 Jeffrey J. Chapuran

Date:

11/13/2020

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.

#### **24.7.1 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 24.7.

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

Effective upon ratification, employees will receive an extra shift premium of ~~two~~three dollars (\$~~23.00~~) 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 ~~or part of~~ a-shift. 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 24.8: 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) *The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:

*Jeremy MacNealy*

Date:

\_\_\_\_\_

For the Employer:

*Jeffrey J. Chapuran*

Date:

11/13/2020

\_\_\_\_\_

SEIU 775 –ResCare Residential

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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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Tentatively Agreed To:

For the Union:

Jeremy MacNealy

Date:

\_\_\_\_\_

For the Employer:

Date:

11/13/2020

Jeffrey J. Chaypuran

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2020 CBA Negotiations  
Union Proposal – Date

Time - \_\_\_\_\_

### **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, 202<sup>20</sup>, 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.

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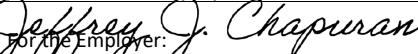
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*The Union reserves the right to add to, modify or withdraw this proposal.*

Tentatively Agreed To:

For the Union:

Date:  
10/21/20



For the Employer:

Date:  
11/13/2020

## APPENDIX A – SEATTLE \*

~~Effective July August 1, 2020~~ 18

Years of Experience	Wage Rate
0- <u>21</u> .99	\$ <u>16.55</u> 15.45
<u>32-43</u> .99	\$ <u>16.58</u> 15.50
<u>45-95</u> .99	\$ <u>16.62</u> 15.55
<u>106</u> +	\$ <u>18.24</u> 15.60

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

~~Effective January 1, 2019~~ \*

Years of Experience	Wage Rate
0-.99	\$16.00
1-2.99	\$16.00
3-4.99	\$16.02
5-9.99	\$16.07
10+	\$16.42

\*Effective January 1, 2020, wages dependent on 2020 increase to the Seattle minimum wage due to inflation as stated in Seattle Municipal Code Title 14, Chapter 14.19.030. Should the minimum wage reduce the wages above, the table will prevail.

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

Tentatively Agreed To:

For the Union:

Jeremy MacNealy

Date:

11/13/20

For the Employer:

Jeffrey J. Chapuran

Date:

11/13/2020

## APPENDIX B – NON-SEATTLE KING COUNTY

Effective July/August 1, 2020

Years of Experience	Wage Rate
0 - .99	\$13.50 <del>15.00</del>
1 - 2.99	\$13.70 <del>15.22</del>
3 - 4.99	\$14.30 <del>15.89</del>
5 - 9.99	\$14.80 <del>16.44</del>
10+	\$16.42 <del>18.24</del>

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

Tentatively Agreed To:

For the Union:

*Jeremy MacNealy*

Date:

11/13/20

For the Employer:

*Jeffrey J. Chapuran*

Date:

11/13/2020

## APPENDIX C – PIERCE COUNTY

~~Effective July August 1, 2020~~ 18

Years of Experience	Wage Rate
0 - .99	<u>\$13.50</u> <u>15.00</u>
1 - 2.99	<u>\$13.70</u> <u>15.22</u>
3 - 4.99	<u>\$14.30</u> <u>15.89</u>
5 - 9.99	<u>\$14.80</u> <u>16.44</u>
10+	<u>\$16.42</u> <u>18.24</u>

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

Tentatively Agreed To:

For the Union:

Jeremy MacNealy  
Date:  
11/13/20

For the Employer:

Jeffrey J. Chapsuran  
Date:  
11/13/20

## APPENDIX D – SNOHOMISH COUNTY

~~Effective July August 1, 2020~~ 18

Years of Experience	Wage Rate
0 - .99	\$13.50 <u>15.00</u>
1 - 2.99	\$13.70 <u>15.22</u>
3 - 4.99	\$14.30 <u>15.89</u>
5 - 9.99	\$14.80 <u>16.44</u>
10+	\$16.42 <u>18.24</u>

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

Tentatively Agreed To:

For the Union:

  
Date:  
11/13/20

For the Employer:

  
Date:  
11/13/20

## CURRENT CONTRACT LANGUAGE

Both parties agree that the following articles will remain as current contract language:

Articles 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 14, 17, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30

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

Tentatively Agreed To:

For the Union:

Jeremy MacNealy  
Date:  
11/5/20

For the Employer:

Jeffrey J. Chapuran  
Date:  
11/13/2020