

**AGREEMENT
BETWEEN SEIU LOCALS 721 & 1021 and-
RES-CARE, INC d/b/a BRIGHT SPRING COMMUNITY LIVING**

Service Employees International Union, Locals 721 & 1021 (“the Union”) and Bright Spring, Inc. (“ResCare” or “the Company” or “Employer”) hereby enter into this Collective Bargaining Agreement (“Agreement” or “CBA”) with the following terms and conditions of employment.

I. RECOGNITION AND BARGAINING UNIT WORK.

The Company recognizes the Union as the exclusive representative of all full- time and regular part-time direct care providers, non-supervisory licensed vocational nurses, transportation employees, environmental services employees, maintenance employees, dietary employees, and housekeeping employees employed at the Company’s 24 hour residential services homes and related facilities for ID/DD residents currently operated out of the core offices in Azusa, Glendale, LaVerne and Woodland, California and any such facilities to be opened and operated in the future out of those core offices. This bargaining unit shall not include all other employees, professional employees, registered nurses (RNs), managers, administrators, directors, directors of nursing, directors of staff development, human resources managers, program directors, office managers, environmental service managers, housekeeping managers, dietary managers, maintenance managers, transportation managers, QMRD- qualified mental retardation professionals/qualified intellectual disabilities professionals/qualified development disabilities professionals (QMRP), and assistants to QMRP, guards and supervisors as defined in the Act.

A. The Company will not use management, supervisory, volunteers, or other non-bargaining unit employees to perform or displace Bargaining Unit Employees work, except: (i) in cases of emergencies where no such employee is available to perform the work, (ii) for training purposes, and (iii) when temporary or registry personnel are used who do not displace bargaining-unit employees.

B. In the event the Company creates a new job classification the duties of which wholly comprise existing bargaining unit work, the new job classification shall be included in the bargaining unit covered by this Agreement.

II. MANAGEMENT RIGHTS.

A. Except as otherwise specifically provided by agreement between the parties, the Company has the exclusive right and discretion in selection and direction of the work force, including the right to manage and direct employees, and to determine the size, composition and qualifications of the work force; to determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work, including overtime; to establish or eliminate shifts; to recruit and hire; to establish, eliminate, or change classifications; to determine the qualifications for reclassifications; to determine and enforce the standards of performance, conduct, and safety to be met by employees and the process by which employees are evaluated; to plan, direct, and control the use of resources and personnel to ensure appropriate care for consumers; to promote, transfer, demote, discipline and discharge for cause; to establish reasonable rules and penalties; to introduce new working methods, machines, operations and facilities; to expand, reduce, discontinue and control the operation and business of the Company and to subcontract on an emergency basis in order to maintain staffing to meet regulatory requirements. As an example, if an employee calls off or fails to report to work creating a hole in the schedule that the Company is unable to fill, this would create an emergency that would permit a non-bargaining unit employee to step in and perform bargaining unit work.

B. Both parties recognize that it is to their mutual advantage and for the protection of the persons residing in the facilities to have efficient and uninterrupted operation of the facility. The Union and the Company will mutually work together in good faith to cooperate with outside agencies, when appropriate, to ensure that the provision of services to consumers residing in the facilities will meet the highest standard attainable.

III. UNION SECURITY; DUES AND VOLUNTARY POLITICAL CONTRIBUTIONS.

A. All Employees in bargaining unit positions will be required to join the Union as a condition of employment. New Employees will be required to join the Union within 30 days of the beginning of their employment. To the extent that they have not already done so, existing Employees in bargaining unit positions must join the Union within 30 days of ratification of this CBA. Any Employee who has failed to maintain Union membership in good standing as required by this section shall be discharged within 30 calendar days following receipt of a written demand from the Union requesting the Employee be discharged if, during such period, the required dues and initiation fees have not been tendered.

B. Upon the receipt of a signed authorization by an Employee, the Company will use its payroll system for the deduction of Union dues and any other authorized assessments from the Employees. The Union will notify the Company of the appropriate deduction. The Company will transmit all deductions to the Union at least twice per month.

C. Employees may make voluntary contributions to the Union's registered political action committees. The Company will use its payroll system to deduct such voluntary contributions. The Union will notify the Company of the appropriate deduction amount and provide a copy of the Employee's signed authorization for the deduction. Employees may discontinue voluntary political contributions by providing written notice to the Union, and the union shall within 7 calendar days transmit such notice to the Company.

D. The Union shall indemnify the Company and hold it harmless against any and all demands, suits, claims, enforcement actions, and liabilities that arise out of any action that may be taken by the Company for the purpose of complying with the provisions of this Article.

IV. UNION RIGHTS AND SHOP STEWARDS.

A. The Union may designate in writing Bargaining Unit Employees to serve as Shop Stewards, provided that there shall not be more than six (6) Shop Stewards and that there shall not be more than one (1) Shop Steward per shift from any one Group Home. The Company shall release the Shop Stewards from their job duties with no loss of pay, as measured only by the Shop Steward's regularly scheduled shift, for the time they are representing members during grievances or attending investigatory meetings and for quarterly Shop Steward Meetings.

B. Employees have the right to request Union representation during any investigative meeting, which could lead to disciplinary action. The Union may elect to have such representation handled by Shop Stewards or any Union Representative. Employees requesting Union representation must use the first available Union Representative. If no such Union Representative is immediately available, a Union Representative will be provided to the Employee as soon as possible, but in no event will an investigatory meeting be postponed for such purpose for more than 48 hours.

C. Upon the provision of twenty-four (24) hours advance notice, Union Representatives may have the right to access the Company's group homes and related facilities during normal business hours for the purpose of Employee safety-related inquiries. Upon the provision of seventy-two (72) hours advance notice, Union Representatives may have the right to schedule a meeting during normal business hours at the Company's core/branch offices or other mutually agreeable location for the purpose of group-home-related compliance with this Agreement, of employee representation and of dispute resolution. Such requests will not be unreasonably denied, but should the Company determine that the proposed time would interfere with operations or client care, the Company will contact the Union, explain the specific basis of concern with the proposed access, and offer alternative dates and times that would not interfere with operations or client care. Union Representatives shall only have access to non-work or other designated areas on the Company's property. The Union shall advise the Company in advance of the names and

contact information for authorized Union Representatives. All authorized representatives must check in with a member of management while on Company property.

D. The Union may maintain a bulletin board in the garages attached to the various Group Homes. If no garage is available, the Union may post materials in the same manner as required employment posters are posted at the Group Homes. The size of the bulletin board shall not exceed 8.5 inches by 14 inches.

V. PROBATIONARY PERIOD.

All newly hired Employees shall be considered probationary Employees for a period of one-hundred and twenty (120) calendar days from their date of hire. During such time, the Employee may be disciplined or discharged without recourse to the grievance and arbitration procedure. Upon successful completion of the probationary period, seniority shall be retroactive to the Employee's date of hire.

VI. SHIFTS; HOURS AND WORKWEEKS; MEAL PERIODS AND BREAKS; NEW JOB POSTING; AND CLASSIFICATION AND ASSIGNMENT REVIEW.

A. It is the policy of the Company to maintain staffing consistent with quality consumer care and that prevents worker injury. The Company maintains the management right to staff and schedule shifts as required to ensure all shifts are covered and to ensure client safety. Notwithstanding this right, the Company agrees to work with the Union to develop ideas for moving toward more 8-hour shifts and/or other modified shift schedules that allow bargaining unit members to have regular and predictable schedules with sufficient time off to pursue their own personal ends.

B. Meal Period: All Employees at the Company's Group Homes may be required to remain in the facility while they take their lunch break. If the Employee is required to take a meal break in the home, the Employee will be compensated for that lunch break and their work shift shall end at the end of their scheduled shift. Employees may eat privately while on duty if doing so will not interfere with client care and is consistent with Wage Order No. 5-2001, Section 11(E).

C. Rest Breaks: The Company will comply with state law regarding rest breaks.

D. The Company will provide at least 15 days advance notice if it needs to change an employee's regular schedule.

E. New Job Posting: For seven (7) days the Company shall post notices in all of its facilities on all Union bulletin boards when there is a new job opening or vacancy involving a job classification in the bargaining unit. Bargaining unit Employees may bid for such a position if they have been in their current position for at least six (6) months prior to bidding. Employees may only be successfully bid for one new position/shift annually. Starting with the senior most Employees in the Department where the vacancy exists, she or he shall be offered the position provided the Employee is qualified to perform the job duties.

F. Job Classifications and Assignment Review: If any employee believes that he/she has been regularly assigned to perform duties and responsibilities that are above the employee's classification's regular duties and responsibilities, then the employee should advise his/her supervisor, who will consult with Human Resources to determine the employee's appropriate classification and rate of pay. The Company's determination in this regard shall be subject to Steps 1,2, and 3 of the grievance process and, if the Union is not satisfied with the Company's Step 3 response, then the Union may elect to proceed to FMCS Mediation with notice by the Union to both the FMCS and the Company to occur within ten (10) calendar days of the Union's receipt of the Company's Step 3 response. If the matter does not resolve at FMCS Mediation, no resort to arbitration shall be permitted.

G. Joint Labor Management Committee:

The parties agree to form a Joint Labor Management Committee (JLMC) for the purpose of discussing matters of mutual concern. The JLMC is not intended to serve as a substitute for matters subject to collective bargaining. Additionally, employees are encouraged to notify the Employer about discrete issues as they occur, rather than at JLMC meetings. The following are guidelines for the structure of the JLMC.

Regional JLMC - The Region consists of the Group Homes and related facilities under the direction of the Core Offices which are currently designated as Woodland in Northern California and the Edgewood, LaVerne and Glendale offices in Southern California. The JLMC will have four representatives from the Union and four representatives from the Company. The parties may agree to have additional or fewer representatives. If the meeting occurs during an employee's regularly scheduled shift, Employee representatives will be allowed paid release time for purpose of attending JLMC meetings. The Union and Company may also designate staff persons to attend JLMC meetings. The Regional JLMC meetings will be held on a quarterly basis. Additional meetings may be scheduled upon mutual agreement.

Group Home Meetings - Either party may request a meeting to address issues at either specific group homes or specific waiver homes within the Regions identified above. Requests for such meetings will not be unreasonably denied, but the parties will attempt to reserve such meetings until the Regional meetings described above. If a meeting does occur, the parties will be represented by an equal number of representatives and any such meeting will be scheduled so that client care is unaffected. If the meeting occurs during an employee's regularly scheduled shift, employee representatives will be allowed paid release time for the purpose of attending the meeting.

VII. GRIEVANCE PROCEDURES AND ARBITRATION.

The purpose of this Article is to provide an orderly method for the settlement of any disputes between the parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Disputes shall be processed in accordance with the following steps, time limits, and conditions. If a written notice of discipline to an Employee causes the dispute, then the Parties agree the Employee's signature acknowledging receipt of the notice does not indicate agreement with its contents.

STEP 1: Each dispute that arises shall be presented to the Employee's Direct Supervisor within ten (10) calendar days of the knowledge of the event causing the dispute. Within ten (10) days of learning of the dispute, the Direct Supervisor will meet with the Employee to discuss and attempt to resolve the issue. A Union representative or Shop Steward shall be present at the meeting if requested by the Employee.

STEP 2: If the dispute is not resolved at Step 1, then within ten (10) calendar days after the meeting with the Direct Supervisor, the Union shall reduce the dispute to a written grievance and present it to the Executive Director. The Executive Director shall within ten (10) calendar days after receipt of the notice call a meeting with the Employee and the Union to discuss the issues raised. Within ten (10) calendar days after this meeting, the Executive Director shall provide a response in writing to the Employee and the Union. Union representatives may initiate group grievances affecting more than one Employee in their designated area of responsibility at this Step.

STEP 3: In the case of a failure of the parties to reach a resolution at Step 2 of review, the Union may file for a final review before the Executive Director and the Regional Human Resources Manager. After the meeting, the Company will provide a written response to the Union within ten (10) calendar days of the final review. After the Step 3 decision, either party can request mediation.

STEP 4: In case of failure of the parties to reach a resolution in mediation, either party may within ten (10) calendar days of receiving the failure to reach a resolution, appeal the matter to arbitration. It shall be a condition precedent of proceeding to arbitration that the parties first shall participate in FMCS Mediation.

An impartial arbitrator shall be selected by mutual agreement of the parties, provided that the parties first have participated in FMCS Mediation. In the event mutual agreement is not reached within ten (10) calendar days of the appeal to arbitration, the party appealing the grievance to arbitration shall request a panel of arbitrators from the FMCS. Upon request of said panel, the parties will select an arbitrator by alternately striking names. The decision and award shall be final and binding upon all concerned. The Parties shall share equally the arbitrator's fees and expenses. Each party shall bear its own costs of ordering a transcript of the hearing. The Arbitrator shall not add to, modify or subtract from the terms of this Agreement or any supplemental written agreement of the parties.

VIII. JUST CAUSE; PROGRESSIVE DISCIPLINE; AND PERSONNEL FILES.

A. JUST CAUSE STANDARD: Disciplinary action shall not be imposed upon an employee except for just cause and shall be commensurate with the offense consistent with the Company's progressive discipline policy. Disciplinary action shall be conducted through the recognized line of supervision or their designee(s). Probationary employees may be disciplined and discharged without just cause and shall not have recourse to the grievance and arbitration process.

B. PROGRESSIVE DISCIPLINE: Except in the case of an offense which warrants discharge on the first offense, and offenses for which specific discipline is prescribed by statute or regulation, the Company shall follow the principles of progressive discipline, but reserves the right to administer discipline at any level of the progression appropriate for the severity of the offense. Disciplinary action will include:

- Written Counseling
- First written warning
- Second written warning (when appropriate)
- Final written warning
- Discharge

The parties understand that for purposes of progressive discipline, second written warnings will not always be appropriate, and issuance of second written warning generally will be determined by reference to the severity of the misconduct and relationship to the prior misconduct. The contractual right to contest discipline is set forth in this Agreement under the Grievance Procedures and Arbitration provisions.

After twelve (12) months without any disciplinary action, all previous discipline will be removed from consideration in progressive discipline.

C. ADMINISTRATIVE LEAVE FOR INVESTIGATIONS: An employee may be placed on administrative leave, removed from client services or be reassigned while an investigation is being conducted if the Company determines the nature of the allegations require the employee to be placed on leave or removed from client services and/or if an outside agency investigation requires that the employee be removed from client services. The company will notify the employee in writing within 72 hours once it places the employee on Administrative Leave. In cases where an outside agency is investigating allegations of abuse, neglect or serious employee misconduct, it shall be the responsibility of the Employee to inform the Company when such time as he/she has been made aware by the outside agency that the investigation has been completed and the outcome of such investigation. Management and a designated Union representative shall work together and remain in contact to ensure that the Union and the employee are updated as to the status of the investigation.

An Employee placed on Administrative Leave, and who is subsequently exonerated and/or reinstated, shall receive back compensation at his/her regular rate, less any monies received from any and all collateral sources,

including unemployment benefits and other wage income. Any back compensation received by the employee will be determined based on the average number of hours worked per week by the employee for the preceding thirty (30) days prior to placement of the employee on Administrative Leave. An Employee placed on Administrative Leave must mitigate his/her alleged economic losses, including by applying for unemployment benefits and seeking alternative employment while on Administrative Leave. If it is determined that the Employee is to be discharged based on the allegations, the Employer will not be required to pay any back compensation unless the Employee is awarded backpay in arbitration, if arbitration is available to the employee.

- D. PERSONNEL FILES: Employees may review the contents of their personnel files, pursuant to state, local and federal laws and regulations. Items shall remain in the personnel file for the duration of employment.
- E. CONSUMER AND GUARDIAN RIGHTS: The Union and Company recognize that the consumer and/or guardian have a right to select or reject an Employee as a caregiver. In the event a consumer and/or guardian reject an employee, but the Company has found no basis for discipline, the Company will use reasonable efforts to persuade the consumer and/or guardian to reconsider. Should the consumer and/or guardian refuse to reconsider, the Employee may bid on other available openings within the bargaining unit that does not require working with this consumer. Such Employee(s) shall have no right to bump any other employee to create an opening for bidding purposes. It shall be the responsibility of the Employee to monitor job openings. The Company will make every effort to accommodate the Employee with respect to finding another available position. Open positions within the same agency as the Employee's initial supported living site will be made available at the Company's nearest office location upon request. If the Employee's employment is ultimately eliminated due to consumer and/or guardian choice, there shall be no right to resort to the grievance and arbitration procedures, and the Company shall have no further obligation to the Employee.
- F. PROCEDURE FOR ABUSE AND NEGLECT CASES: It is the Union and the Company's intent that employees who commit abuse or neglect (hereinafter "abuse") be terminated without further recourse to the grievance and arbitration process. The parties recognize, however, that compelling evidence of abuse is sometimes difficult to obtain. Accordingly, the parties adopt the following standard to determine when abuse cases will not be subject to the grievance and arbitration process:

The Union and the Company agree that any charge of abuse shall be reported to the appropriate state or local authorities as required by law. Any employee accused of abuse shall be placed on administrative leave, pursuant to VIII.C above, without pay pending the results of either the government investigation as set forth in sub-part (F.2) or the Company's investigation as set forth in sub-part (F.1).

(1) Company Investigation: The Company shall investigate each and every charge of abuse. In the event the Company determines that there is credible evidence of abuse, it shall promptly meet with the Union to review such evidence. During this review, the Union shall be furnished with copies of relevant information (redacted to comply with HIPAA or other applicable law or regulations). The Union shall likewise produce any evidence of abuse it has in its possession and may offer evidence to dispute the Company's investigation. In cases where the Company or Union are able to produce credible evidence of abuse, the employee committing abuse shall be terminated without the right to grieve or arbitrate his or her discharge. The termination shall occur and be effective without regard to whether or not any government agency has completed its investigation and without regard to the finding of any government agency. For purposes of this section, "credible evidence" shall mean such evidence as would lead a reasonable person to determine abuse or neglect more than likely occurred, and includes such things as testimony from a competent abused consumer, corroborated disinterested eyewitness testimony (including testimony with corroborating physical evidence), and admissions of wrongdoing from the accused.

- (2) Government Investigation: In the event the Company lacks the evidence contemplated by paragraph "1" above, the Company's disciplinary decision, if any, shall be governed by this sub- part. If an investigating agency should conclude there was sufficient evidence to confirm the charge, the employee shall be terminated, without recourse to grievance and arbitration, provided that all documentation and findings of the government agency have been supplied to the Union. If an investigating agency should find the Charge to be unfounded, the employee shall be reinstated. The Company shall pay back pay to any reinstated employee, less interim earnings or unemployment compensation benefits, for any loss time incurred as a result of the Company's investigation or the Company's voluntary decision to decline immediate reinstatement pending the results of an agency investigation. The Company shall not be liable for back pay for any time during which an investigating agency prohibits the Company from reinstating an employee.

Should an employee be terminated on the basis of an agency (government) investigation and thereafter contest the agency conclusion and have it reversed, the employee may be reinstated, but the Company shall have no liability for back pay. Under no circumstance will the Company be liable for any back pay because results of the agency investigation were reversed or retracted. Furthermore, the Union agrees it will not file a grievance nor hear any grievance filed by any other person in connection with a termination under this sub- part. The Union also agrees that it and the employee will be bound by the finding made by an investigating agency.

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

IX. SENIORITY.

A. There shall be two kinds of seniority: Departmental seniority and Company seniority. Departmental seniority shall consist of an Employee's length of continuous service in a job classification in one of the Company's locations. Company seniority shall consist of an Employee's total length of continuous service as a Bargaining Unit Employee within the Company.

All seniority shall be measured in calendar days. If application of the preceding sentences results in two (2) or more Employees having the same seniority, employees will be selected in alphabetical order by last name.

B. Seniority shall continue to accrue during any continuous authorized leave of absence (including workers' compensation, service in the military, disability and during periods of layoffs) provided the Employee returns to work following the expiration of such leave of absence or in the case of a layoff, recall into employment.

C. An Employee's seniority shall be lost and employment rights terminated for the following reasons:

1. When an Employee voluntarily quits;
 2. When an Employee with less than one (1) year of seniority is laid off from work for six (6) consecutive months; or when an Employee with one (1) year or more of seniority is laid off for twelve (12) consecutive months;
 3. When an Employee is laid off and is notified to report to work and without a reasonable excuse fails to notify the Company of his or her intentions to return to work within 5 calendar days after receiving such notice;
 4. When an Employee is discharged for just cause;
 5. When an Employee fails to return from approved leave on the day scheduled to return without notice and authorization to extend his or her leave.

X. LAYOFFS.

In the event of a need for a reduction in force, the Employer will meet with the Union as far in advance as possible to identify the reasons requiring the reduction and the number of employees affected.

If layoffs are required, the least senior employee(s) shall be laid off first provided that those employees remaining on the job are qualified to perform the work remaining, and provided further that the Employer is not required to reassign an employee to a work assignment requiring more than fifty (50) miles of travel, as measured by Google or Bing Maps. An employee subject to layoff or reassignment may decline the new assignment(s) if the employee feels unqualified to provide the care required.

Where possible, the Employer agrees to provide at least thirty (30) calendar days' notice of layoff to affected employees and shall endeavor to provide as much notice as possible.

XI. LIFE AND HEALTH INSURANCES AND PENSION BENEFITS.

A. Life insurance benefits shall be provided at no cost to all Employees for the life of the contract under the same terms and conditions available to all other Community Living Employees of the Company.

B. Healthcare Coverage: Eligible employees (i.e., those working more than 30 hours per week, on average, during the relevant measurement period) may elect to participate in the medical, vision and dental programs offered by the Company and will be so notified at the time of eligibility and prior to each subsequent open enrollment period, if the employee is eligible for open enrollment at that time. The Company may select, change or modify insurance carriers, benefit plans, benefit levels, employee co-pays and/or employee premiums for the dental, vision and medical insurance plans. The Company may add and discontinue such plans, and change the plan designs and applicable employee premiums at its discretion, so long as such actions are taken with respect to other non-union employees in the same state in the Community Living line of business. The Company will notify the Union of such changes in connection with the annual open enrollment process. Unless the foregoing changes are made in connection with open enrollment, the employer will notify the Union of any changes that would result in increased employee contributions towards Health or Dental Insurance premiums within fifteen working days of the company's decision and provide the Union with an opportunity to bargain; if the foregoing changes are made in connection with open enrollment, then the Company shall have no obligation to provide the Union with advance notice and the Union shall have no opportunity to bargain.

C. All Employees will be able to participate in the Company's 401(k) Retirement Plan under the same terms and conditions available to all other Community Living Employees of the Company. Participating employees will be eligible for whatever matching contribution is offered by the Company at the time they obtain eligibility. The Union will be notified of any change to the plan or the matching contribution that occurs, if any, during the life of this Agreement.

XII. HOLIDAYS AND LEAVES OF ABSENCE.

In order to be eligible for the holiday pay as set forth below, an Employee must have worked both his or her last scheduled shift prior to the holiday and his or her scheduled shift following the holiday; unless an absence from one or both shifts is results from a protected absence or as a result of PTO. Full-time employees will be paid their regular, full day's wage for any holiday not worked. No partial holiday time usage will be allowed.

Employees shall select the desired holidays they wish to take off of work by means of Department seniority. Employees who are required to work on a holiday will be paid eight (8) hours of paid holiday pay, plus employee's applicable rate of pay for all hours worked. Part-time and on-call employees are not eligible for paid holidays.

Observation: The Company observes the following holidays: New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day

Labor Day
 Thanksgiving Day
 Christmas Day

A. Leave of Absence:

1. All leave of absences shall be granted for Employees in accordance with applicable federal and state laws. Employees must specify the amount of leave needed if known at the time of their request. Seniority shall continue during any leave of absence (including workers' compensation, disability, pregnancy, or Family Medical Leave Act).

2. Unpaid personal or educational leaves of absence may be granted for any need for up to 6 months with at least one month of notice. Employees must specify the amount of leave needed at the time of their request for the leave.

3. Upon return from a leave of absence, the Company will make a good faith effort to return an Employee to the same job, shift, and workweek as when the leave began if such position is available. The Company will comply with state and federal laws regarding return to work from leaves of absence.

B. The Parties agree that the Company will comply with all rules and regulations governing the administration of the federal and state Family and Medical Leave Acts (FMLA). Requests for FMLA leave shall be made, if possible, 30 days prior to the beginning of any known need for leave.

XIII. PTO AND VACATION.

A. Policy: The Company's Planned Time Off (PTO) policy for the Community Living line of business shall provide time off for all employees, full-time and part-time, covered by this Agreement for rest, personal needs, and/or emergencies. It is the intent to provide a flexible planned time off benefit package while at the same time assuring the quality of services to the individuals we serve.

B. Practice:

1. PTO is accrued based on the number of hours an employee is paid and length of time he or she is employed. PTO hours exclude holidays, funeral leave, military leave, jury time off, lobbying days, management leave and union leave, which are accounted for separately.

2. Benefit Accrual:

a. PTO benefits for full-time employees with less than five years of seniority accrue based on the following schedule:

Months of Service	Pay Hour PTO Accrual Rate	Maximum annual PTO Days/Hours
7 – 36 months	.0625	15 days/120 hours
37+ months	.0834	20 days/160 hours

b. PTO benefits for full-time employees with five or more years of seniority accrue based on the following schedule:

Months of Service	Pay Hour PTO Accrual Rate	Maximum annual PTO Days/Hours

60+ months	.1042	25 days/200 hours
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4. On or about November 1st of each year, Employees will have the option to be paid for all accrued, but unused, PTO hours that exceed eighty (80) hours at 100% value. The maximum number of days/hours earned in pay period can be no more than those in the schedule. The cap on maximum hours shall follow the Company's policy for the Community Living line of business and shall only be changed when/if such provision is revised for all other employees covered by the same policy. To encourage people to take personal time off, PTO accrual will stop when the maximum is reached. Accrual of PTO hours for non-exempt employees is based on all hours paid, excluding overtime, to the maximum number of annual days/hours. Employees who are discharged for cause shall forfeit their accrued, but unused, PTO time.

5. How the PTO Account Works:

If an employee requests time off from work, he/she must first have the time in his/her PTO account and schedule this request in advance with his/her supervisor and/or manager.

Employees requesting time off will reduce their PTO accounts based on their regular scheduled shifts. For example, an employee who works a ten (10) hours shift will use ten (10) hours from his/her PTO account for every shift he/she is off work. An employee regularly scheduled to work eight (8) hours will use eight (8) hours from his/her PTO account for every shift he/she is off work.

6. PTO Payment: All PTO hours shall be paid at the employee's regular base rate of pay. Employees can use accrued, unused PTO benefits of no less than one-hour increments.

XIV. OVERTIME ASSIGNMENTS AND CALL BACKS

- A. All Employees shall be paid overtime in accordance with applicable federal and state law.
- B. In the event an overtime assignment is necessary, the Company will offer the Employee the opportunity to work overtime on the basis of Departmental seniority on a rotational basis so that overtime is distributed equitably within the work unit. The Company will provide the Union with records of overtime assignments on a monthly basis.
- C. Any Employee called to work either before or after their shift shall be guaranteed no less than 2 hours of pay.

XV. WAGES

Effective upon Union ratification of the CBA:

- A. Baseline = applicable state or local minimum wage rate;
- B. Add any required, statutory add-ins; PLUS
- C. As to all employees, the below, additional wage increase:

Job Duties	0-1 Years of Service	1-3 Years of Service	3-5 Years of Service	5-10 Years of Service	10+ Years of Service
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Environmental Svcs Worker	--	\$0.19	\$0.19	\$0.19	\$0.22
Maintenance Worker	--	\$0.19	\$0.19	\$0.19	\$0.22
DSP	--	\$0.19	\$0.19	\$0.19	\$0.22
CNA	\$.20	\$0.20	\$0.35	\$0.35	\$0.40
Transportation Worker	--	\$0.19	\$0.19	\$0.19	\$0.22
LVN/LPN/LPT	--	--	--	--	--

Employees who are actively employed as of the date of Ratification will receive a \$200 Ratification bonus if, and only if, the CBA is ratified on the first Ratification vote.

The Company will pay a \$100 bonus to any full-time employee who does not have any unapproved or unprotected absence during the year.

XVI. DRUG FREE WORKPLACE

- A. The Company and the Union recognize that illegal use and/or abuse of controlled substances and alcohol has a negative impact on the performance of Employees and jeopardizes the health and safety of the consumers, Employees and other individuals that are associated with the group homes/facilities. As a result, both the Company and the Union will work together to create a work environment free from the illegal use and/or abuse of controlled substances and alcohol.
- B. Whenever employees are working in our facilities, are operating any vehicle on Company business, are present on Company premises, or are conducting related work off-site, they are prohibited from using, possessing, buying, selling, manufacturing or dispensing an illegal drug or from being under the influence of alcohol or an illegal drug.

An employee will be considered to be “under the influence of alcohol or an illegal drug” while at work if they test positive for alcohol/drugs under one of the testing scenarios set forth below. Employees who use, possess, buy, sell, manufacture, or dispense an illegal drug will be subject to discharge, up to and including termination.

- C. The Company shall have the right to implement a drug and alcohol testing program that screens for the illegal use and/or abuse of controlled substances and alcohol in compliance with applicable law.
- D. The Company shall use the most cost-effective testing method available which is no more intrusive than MS/GC Urine Screen. Employees may request a Union delegate, or if no delegate is available, a co-worker, to be present during any drug and/or alcohol testing and to sign and seal the envelope. Chain of custody shall be established for drug and/or alcohol testing by the signature of the Employee, delegate and/or co- worker, if a delegate or co-worker is requested.
- E. In the event of either Reasonable Suspicion or Post-Accident testing described below, the employee shall be escorted by management to a drug testing collection site, where the employee will undergo testing to confirm or refute the result. The employee shall have the right to be informed of the location of the testing facility and to receive a copy of the test results, including change of custody information. An employee may request a split sample and pay for a second test at his/her own cost.

- F. Employees who test positive for alcohol/drugs will be considered to be under the influence of alcohol and/or an illegal drug while at work and will be subject to discipline up to and including discharge. Refusal to cooperate with required tests will be treated in the same manner as a positive test result and will subject the employee who refuses testing to discipline, up to and including termination.

In the case of a positive result, the employee has five (5) working days after receiving notice of a confirmed positive test result to submit information to the testing facility explaining or contesting the result. If the explanation or challenge of a positive test result is deemed medically unsatisfactory by the testing facility, the testing facility will provide the employee with a written explanation. Dilution and/or adulterated samples will be construed as a positive result.

- G. Drug testing may be used in one or more of the following situations:
1. Reasonable Suspicion: As permitted by applicable law and based upon documented reasonable suspicion of use.
 2. Post Accident: As permitted by applicable law when Employees are involved in vehicle/vehicular accidents which causes significant damage to any other property or serious bodily injury.
- H. Nothing in this Article shall be deemed to limit the Company's right to institute additional testing with respect to unrepresented Employees such as applicants.

XVII. NO STRIKE/NO LOCKOUT.

- A. During the term of this Agreement the Company agrees not to lockout its Employees and the Union and its members agree not to tacitly or actively engage in any strike, sympathy strike, slow down, picketing, boycotting or external hand billing that is derogatory toward the Employer, or observance of same, or in any refusal to work or to interfere in any manner with the Company's business or operations or sanction any such actions. The scope of this provision shall be deemed to apply to any facility operated by the Company, its parents, subsidiaries or affiliates, or managed by any of those entities pursuant to a management contract, including but not limited to the Company's Support Center or other facilities in Louisville, Kentucky.
- B. In the event any unit employee engages in conduct prohibited by Section 1 of this Article, the Union shall notify the employee that such conduct violates this Agreement and subjects them to possible discipline. The Union shall immediately disavow and condemn such activity and take all possible steps to bring such activity to an immediate end and to prevent any reoccurrence of any such activity in violation of this Article. The Union will also, within twenty-four (24) hours of notice of such actions by facsimile and/or letter to the Company, advise that such activity by employees is unauthorized and in violation of the Agreement and set forth all steps taken or to be taken by the Union to end such Agreement violation by the employees involved.

XVII. SUCCESSORSHIP.

The parties agree that in the event the ownership, management or legal status of the Group Homes is changed by sale, merger, name change or in any other manner, the Company shall advise the purported successor of the existence of this Agreement.

XVIII. SAFETY.

The Company shall provide a safe and healthful place of employment for each employee, and comply with all local, state and federal health and safety laws and regulations. In accordance with such laws

and regulations, no retaliatory or discriminatory actions shall be taken against any employee(s) who refuse to work because of dangerous or unhealthful conditions at their place of employment. Further, no retaliatory or discriminatory action shall be taken against any employee(s) who report dangerous or unhealthful conditions at their place of employment to their supervisors or other proper authority or to their Union. The Company shall maintain a file of all such reports and make them accessible to the Union upon request.

A. BLOOD BORNE DISEASE PRECAUTIONS:

1. The Company shall adhere to the OSHA standards on blood borne disease precautions and Standard Precautions. All employees shall be provided annual training and any necessary protective clothing, as required to meet these standards.

2. All bargaining unit positions shall be classified in accordance with OSHA and Center for Disease Control (CDC) Guidelines, based upon the potential exposure of persons in those positions to blood borne pathogens.

3. When possible, the Company will use good-faith efforts to begin to introduce self-sheathing sharps.

4. Sharps containers shall be provided at all work sites and areas where sharps are used. Such containers shall be of the type that can be used single-handedly and they shall be puncture proof and impervious to liquids. Such containers shall also be of the type that are secure from accidental opening and exiting of sharps.

5. The Company shall provide Hepatitis B vaccinations and TB screening upon request, at no cost to the employees. The Company shall also provide, at the employee's request, and at no cost, pre-screening and post-screening tests in group homes/facilities with active Hepatitis B disease to determine whether an employee has acquired Hepatitis immunity. Free community resources for flu vaccinations will be made available upon request.

6. Medical conditions of clients. The Company will maintain a program of infections and communicable disease control in accordance with all applicable laws concerning the release of client information. As part of this effort, the Company shall establish a regular schedule of client monitoring for communicable diseases at all group homes/facilities.

7. When a group home or facility is notified of or becomes aware of a possible infectious situation, Standard Precautions for the situation will be observed. If additional training for the prevention is needed, it will be provided as quickly as possible to all employees of that home and any other person normally associated with its operation.

8. Employees shall be informed of the medical condition of consumers they are required to treat or for whom they provide care, and such disclosures shall be consistent with applicable privacy laws.

B. WORKING ALONE:

1. No employee shall be unreasonably requested to work alone under unsafe working conditions as outlined in the IPP for that resident and the Company's written policies. The Company shall have the right to establish, determine, amend, modify, implement, and delete its policies in its sole discretion. If the implementation of such new, changed, or deleted policy has a significant and material detrimental impact on employee safety, then the Union shall have the right to engage in effects bargaining on this subject.

2. Employees will not be required to transport residents to doctor's appointments,

outings, or any function without assistance where the residents have been identified through the IPP, as being abusive to themselves or others and pose a current safety threat while being transported.

3. Those clients who have a documented history of assault and other types of violent and/or aggressive behavior toward staff shall be discussed by the Health and Safety Committees.

C. HEALTH AND SAFETY COMMITTEES:

1. Health and Safety Committees composed of no more than two (2) Union representatives and the number of Management representatives required by law or regulation shall be established. There will be a Committee established for each facility. There will also be a Committee established to cover the various group homes within a region.
2. This Committee shall meet at mutually agreeable times, but not less frequently than once per quarter or as may be required to meet certification or accreditation standards.
3. Any such Committee shall consider matters relating to health and safety of employees covered by this Agreements.
4. Health and Safety complaints including every injury/occupational illness shall be reviewed by this Committee. This Committee shall have the power to make recommendations to the Executive Director or his/her designee.
5. Attendance on the part of Union representatives at these meetings shall be considered paid time if scheduled to work.

D. Right to Know about Toxic Substances:

All employees shall have access to any and all information, including material safety data sheets, concerning any and all toxic substances in the workplace, in accordance with any current or future OSHA standards or regulations or other State or Federal statutory or regulatory requirements.

- E. Reimbursement for Personal Clothing and Property: Any job-related damage to personal items and/or eyewear shall be reimbursed by the Company at a mutually agreeable price within thirty (30) days. Reimbursement for job-related damages to eyewear will be made as soon as possible. If an employee loses any work due to the loss of eyewear due to client-related damage, they shall have the opportunity to use accrued vacation, bonus, or sick time, not to exceed three (3) days and shall not be disciplined.

XIX. EMPLOYEE LISTS

The Company will provide the Union with a monthly report containing all bargaining unit Employees along with their job classes, wage rates, union deductions, contact information and addresses. The report will be in mutually agreed upon format. The Union will notify the Company of the appropriate representative to receive the report.

Employee Orientation: When possible, the Company will notify the Union of any new employee orientation meeting. The Company will endeavor to give at least 24 hours notice of employee orientations. The Union will be allowed up to 30 minutes to communicate with the employees

during orientation period.

XXI. NO DISCRIMINATION

The Company and the Union agree that neither shall discriminate against or in favor of any employee on account of any status or activity protected by applicable federal, state, or local law.

XXII. SAVINGS CLAUSE/SEVERABILITY

Nothing contained in this Agreement shall be construed as interfering with the obligation of the parties to comply with any and all state and federal laws, regulations, or orders pertaining to matters covered herein, and such compliance shall not constitute a breach of contract.

To the extent that any law, regulation or ruling, either federal or state, now or hereafter existing, prohibits the Company's or the Union's performance of any of the terms of this Agreement they shall be excused from performance insofar as the terms of this Agreement are concerned. Should any part hereto or provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof and same shall remain in full force and effect.

In the event any provision is declared invalid, both parties shall meet within thirty (30) days for the purpose of renegotiating an Agreement on the provisions so invalidated.

XXIII. TERM OF AGREEMENT

The Collective Bargaining Agreement shall be effective upon ratification by the Union membership and run through for a term of three (3) years. The CBA shall open for wage negotiation after each year of the term, without affecting any other provision of the CBA.

The undersigned represent that they are authorized to execute this Agreement on behalf of their respective party:

For Res-Care, Inc. d/b/a Bright Spring:

By: Jeffrey J. Chapuran
Jeffrey J. Chapuran (Jan 2, 2024 15:22 EST)
Jeff Chapuran

Dated: Jan 2, 2024

For SEIU Local 721:

By: Liz Espinoza
Liz Espinoza (Dec 28, 2023 10:36 PST)
Liz Espinoza

Dated: Dec 28, 2023

For SEIU Local 1021:

By: Robert Hunt
Robert Hunt (Dec 28, 2023 11:26 PST)
Robert Hunt

Dated: Dec 28, 2023

By: Emma Gerould
Emma Gerould (Dec 28, 2023 13:22 PST)
Emma Gerould

Dated: Dec 28, 2023

By: David Canham
36487423365A4D2...
David Canham

Dated: 1/11/2024