ROSEMOUNT CENTER – SEIU LOCAL 500
CONTRACT NEGOTIATIONS

COMPREHENSIVE EMPLOYER PROPOSAL

Proposal incorporates all Tentative Agreements. Proposal is contingent upon reaching Tentative Agreement on all outstanding Employer proposals and maintaining all other contractual language in its current form, i.e., "no change".

General Economic Proposal

1. **Duration** – Update Sec. 25.1 on p. 39 and cover page.

   Three (3) year contract. Change dates to May 1, 2022 – April 30, 2025.

2. **Annual Wage Increases** – Update Sec. 15.1(h), parts (b)-(d) and first para. after (d), on p. 32.

   Employees will receive a 5% wage increase effective the first pay period following Sept. 1, 2022.

   Employees will receive a 3% wage increase effective the first pay period following Sept. 1, 2023.

   Employees will receive a 3% wage increase effective the first pay period following Sept. 1, 2024.

   Annual wage increases are limited to the above years. No other annual wage increases in further years (2025 and beyond) will be paid unless explicitly set forth in a successor collective bargaining agreement.

3. **Health Insurance** – Sec. 14.1 on p. 28.

   Update this sentence as follows: Employees who elect coverage in any of the Medical plans described above will pay, per pay period, the following percentage of the premium cost of individual coverage in effect at the time of the pay period:

   August 1, 2022 – 14%; August 1, 2023 – 15%; August 1, 2024 – 15%.


5. **Annual Leave, Section 11.1** – p. 19-22, replace the entire section with the text below.

**Section 11.1 – Annual and Summer Paid Leave**

A. **Annual Leave.** Effective each September 1 employees will receive five (5) days of annual leave. Any unused annual leave an employee has as of each August 31 will be paid out to the employee.

Employees are encouraged to submit bids for annual leave as outlined in the “Bidding” paragraphs below. Employees may also submit a written request for annual or scheduled sick leave following the bid period for the relevant months if done at least 10 working days in advance (20 working days for requests in June, July, and August). The Center will determine based on its operational requirements whether it can accommodate such requests, it will grant or deny requests in good faith, and it will endeavor to take all reasonable efforts to grant or deny the requests within 5 working days. If such requests can be accommodated, they will be granted on a first in time basis. In all cases for such requests outside of the bid period, employees should coordinate annual leave requests with their colleagues and with Center management to ensure coverage for children.

**Bidding** – The first full week of September will be a bid period for the Annual Leave to be used for October through January (no annual leave, bid or otherwise, will be allowed in September). The first full week of February will be a bid period for Annual Leave to be used following the bid period through August.

All bids will be awarded by a running bid list that will initially be ordered by seniority. Each time an employee is awarded a bid, the employee will move to the bottom of the list along with the other employees who were awarded a bid during the same bid period retaining seniority order. Annual leave granted outside the bid periods will not impact the bidding list order.

B. **Structured Paid Leave.** Beginning in 2023 the week immediately prior to Staff Development Week in August, the week between Christmas and New Years, and a week in spring, the Center will be closed and Structured Paid Leave will be provided. Employees will be paid during this period but will not be required to work.

Structured Paid Leave will be paid based on the hours in the employee’s normal work schedule. For example, an employee that normally works Monday to Friday and is paid 8 hours per day will be paid 40 hours at his or her straight time regular rate of pay for each of the two Structured Paid Leave weeks.

“Substitutes” will not receive Annual or Structured Paid Leave.

6. **Sick Leave** - Sec. 11.2 on p. 21, make the following changes to the Section:

Sick leave will accrue for as follows:

(a) Beginning on September 1, 2022, each bargaining unit employee will accrue one hour of paid sick leave for every 37 hours worked, not to exceed seven (7) days per calendar year. Employees may not use more than ten (10) total sick days accrued under the new system in any year unless they have exhausted their DC Paid Leave benefits.

[delete existing b, c, and d. Re-letter e, f, and g]

**Sick Leave Bank** - Sec. 11.2(A) on p. 21, add the following sentence at the end of the section.
Employees may access the Sick Leave Bank only if they have exhausted their DC Paid Leave benefits.

7. **Maternity/Paternity Leave** – Sec. 12.2 on p. 23, add the following text at the end of the section:

To receive any paid maternity/paternity leave under this Agreement, employees will be required to apply for D.C. Paid Family Leave ("D.C. PFL") benefits with the D.C. Department of Employment Services ("DOES") and request that DOES provide the employee’s D.C. PFL benefit determination to the Center. The Center will then provide pay to the employee in an amount that covers any difference between the employee’s D.C. PFL benefit and the maternity/paternity leave pay amounts listed above. If an employee’s D.C. PFL benefit is equal to or greater than the amount of pay the employee would otherwise receive under this Section for any period, no supplemental pay will be provided.

Upon request from the Center, employees will be required to verify and/or submit documents showing the amount of the D.C. PFL benefit they have received or will receive. Employees must apply for benefits and submit claims directly to DOES. Upon request by employees, Rosemount will assist employees in accessing the D.C. PFL program.

8. **D.C. PFLA** – Insert the following after Sec. 12.4 on p. 27:

Section 12.5 – D.C. Paid Family Leave. If an employee with 12 months or more of service is eligible for and obtains D.C. Paid Family Leave ("PFL") benefits under the D.C. Universal Paid Leave Act ("UPLA"), the following shall apply:

(a) For any employee with 12 months or more of service who is eligible for and obtains a D.C. PFL benefit, Rosemount will provide supplemental pay during the applicable period such that the employee receives their full regular salary. Such supplemental pay will apply only during the period(s) the D.C. PFL benefit is provided, and will not apply during any other unpaid leave period. Under no circumstances will an employee receive supplemental pay in an amount that, when combined with the employee’s D.C. PFL benefit, exceeds 100% of the employee’s regular salary.

(b) Leave under this provision will run concurrently with leave under Section 12.4, as applicable.

(c) As a condition of receiving supplemental pay under this Section, an employee must request that the District of Columbia Department of Employment Services ("DOES") provide the employee’s D.C. PFL benefit determination to the Center. Upon request from the Center, employees will be required to verify and/or submit documents showing the amount of the D.C. PFL benefit they have received or will receive. Employees must apply for benefits and submit claims directly to DOES.

(d) Upon request by employees, Rosemount will assist employees in accessing the D.C. PFL program, including but not limited to creating accounts, accessing forms, scanning and submitting forms, interpreting responses, and filing appeals. Rosemount shall designate and publicize the name(s) of an English speaking staff person and a Spanish speaking staff person (this may be the same person) who will be available to assist staff in this process.
(e) In the event that the D.C. UPLA is amended, modified, or repealed by legislative, administrative, or judicial action, the parties agree that, upon notification of either party, this provision will be renegotiated.

9. Personal Leave

Change “two (2)” personal days to “three (3)” in Section 11.5.

General Non-Economic Proposal

1. Tentatively Agreed to Items

i. Replace “Chief Financial Officer’s” with “Finance” in Art. III § 3.13 [p. 7]

ii. Modify text as follows: “Section 4.2 Paychecks [p. 8]. All employees will be paid by direct deposit and receive electronic paystubs, unless the employee informs the Center in writing that they prefer to be paid by paper check and/or receive paper paystubs.”

iii. Replace “Chief Operating Officer” with “Chief Executive Officer” in Art. XV § 15.1(i), para. 2 [p. 32].

iv. Section 23.1 -- Regular Performance Evaluations [p. 37] -- delete #2 and #3. Renumber #4 to #2 and modify text as follows: “three one times”.

v. Section 6.4 -- Posting of Job Vacancies. [p. 10] -- modify text as follows, “shall be posted by the employee timeclock” and “range being considered and be written in English and Spanish.”

vi. Section 12.3(3) [p. 24] -- modify text as follows, “to be held, or to take a citizenship test.”

vii. Section 3.5A Union Leave [p. 5]. Add this sentence to the end of the Section: “Leave requests under this Section, except for Home Visitors, will be submitted to the Center seven (7) days prior to the requested leave date(s), name the employee(s) for whom the leave is requested, and state the date(s) and time(s) of the requested leave.”

For the Center

Ryan Sears

5/11/2022

For the Union

E. Clark

Carmen Segura

D. Scott

5/11/22

5/11/22