

# **Collective Bargaining Agreement**

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**between**

**SEIU 775**

**And**

**Concerto Healthcare of Washington, Inc.**

**Effective Month July 1, 2017-June 30, 2019**

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**PREAMBLE**

The purpose of this Agreement is to achieve and maintain harmonious relations between Concerto Healthcare of Washington, Inc. and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment. The parties to this Agreement recognize their obligation to serve the public with the highest quality of patient care, efficiently and economically.

Concerto Healthcare of Washington, Inc. and SEIU 775 are committed to a collective bargaining relationship that will strive to provide top compensation and benefits to caregivers, provide a high-quality work environment and enhance an ongoing relationship of trust and respect.

**ARTICLE 1: RECOGNITION**

Concerto Healthcare of Washington, Inc. (hereinafter referred to as the "Employer") recognizes SEIU 775, (hereinafter referred to as the "Union") as the exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all of the following categories of Employer’s non-supervisory employees in the State of Washington: Home Care Givers, Care Giver Ambassadors, those clinic employees listed in Appendix A, and any other comparable non-supervisory employees of Employer, but specifically excluding Doctors, Dentists, Pharmacists, Nurse Practitioners, Nurse Anesthetists, Physician Assistants, Registered Nurses and other comparable licensed professionals.

As the Employer adds classifications and expands its operations in Washington the Employer and the Union shall negotiate wages and job descriptions and additional conditions of work.

**ARTICLE 2: UNION SECURITY**

**SECTION 2.1 MEMBERSHIP DUES**

No later than thirty (30) days following the effective date of this Agreement, all employees covered by this Agreement must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this Agreement shall be or become members of the Union no later than thirty (30) days following the first day of their employment. Failure of any employee, covered by this Agreement, to comply with the provisions of this subsection shall, upon request of the Union, result in termination of such employee, provided that the Union has given the employee fourteen (14) days’ notice that the employee’s obligation to become a member has not been met and that the delinquency renders the employee liable to termination under this section. Should the affected employee

fail to become a member within the 14 days' notice, the Union shall notify the Employer of its request to terminate said employee. The Employer shall provide written notice to the Union of such discharge within thirty (30) days of the date of the Union's notice to Employer. The Employer shall not be obligated to dismiss an employee for non-membership in the Union: (a) If the Employer has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) If the Employer has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

The Employer shall provide new employees membership cards as part of their initial payroll paper work and shall attempt to collect the same keeping a copy for the Employer and sending originals to the Union. Should the original be sent to the Union by the new employee, the Union shall provide a copy of the membership card to the Employer, upon request.

### **SECTION 2.2 CAUSE FOR DISMISSAL**

Failure by an employee to satisfy Section 2.1 above shall constitute cause for dismissal provided the Union makes a written request for discharge, verifying that the employee received written notification by certified mail of the delinquency and notification that nonpayment within thirty (30) days will result in discharge by the Employer.

### **SECTION 2.3 DUES DEDUCTION PROCEDURE**

The Employer agrees to deduct from each bargaining unit employee's pay all authorized dues, fees, and assessments as determined or required by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of written authorization executed by the employee, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union monthly. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change. The Union reserves the right to enforce the terms and conditions of each employee's signed membership card with regard to when authorizations for deductions may be revoked. The Union, on behalf of itself and each employee authorizing the assignment of wages for the payment of Union dues shall indemnify, defend and hold Employer harmless against any and all claims made and any suit instituted against Employer on account of the application of any of the terms and provisions of this Article.

### **SECTION 2.4: POLITICAL ACCOUNTABILITY FUND (COPE)**

Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a Political Accountability Fund (COPE) wage assignment authorization form. The authorization form will remain in effect until or unless revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) contributions will be promptly transmitted to the Union by separate check payable to the Union and identified as COPE deductions, at the same time as

the monthly remittance of dues. Upon issuance and transmission of a check to the Union, Employer's responsibility will cease with respect to such deductions. The Union, on behalf of itself and each employee authorizing the assignment of wages for the payment of Political Accountability Fund (COPE) contributions, hereby undertake to indemnify and hold Employer harmless from all claims, demands, suits or other forms of liability that may arise against Employer for, or on account of, any deduction made from wages of an employee.

#### **SECTION 2.5: VOLUNTARY DEDUCTIONS**

Prior to establishing a voluntary deduction, the Union shall provide to the Employer a copy of a blank authorization for such voluntary deduction for the Employer's files. Upon receipt of proper authorization for voluntary deductions from the employee or the Union, the Employer shall deduct and transmit such authorized voluntary deductions from said employee to the Union. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a voluntary wage assignment authorization. When filed with each Employer, the authorization will be honored in accordance with its terms. The authorization will remain in effect until or unless revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary deductions will be promptly transmitted to the Union by separate check payable to the Union and identified as Voluntary Deduction, at the same time as the monthly remittance of dues. Upon issuance and transmission of a check to the Union, the Employer's responsibility will cease with respect to such deductions.

#### **SECTION 2.6: ELECTRONIC SIGNATURE**

The parties acknowledge and agree that, consistent with the Electronic Signatures in Global and National Commerce Act (Pub. L. 106-229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96) the terms "authorize," "authorized", "authorization form" and "written authorization," as may be used in this Agreement, include without limitation authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), and authorization for other voluntary deductions from wages or payments for remittance to the Union, subject to the requirements of state and federal law. The Union understands the Employer will require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction.

#### **SECTION 2.7: BARGAINING UNIT ROSTER**

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and home address on file with Employer. Employer shall provide a roster of all bargaining unit employees to the Union on a monthly basis. This information shall be transmitted securely in a mutually agreeable format. The roster shall include, where applicable, each employee's name, social security number, gender, home address, mailing address, home phone number, cell phone number, alternative phone number (if any), email address, office or



unit where the employee is assigned, job classification(s), FTE status, shift, rate(s) of pay, gross pay, hours worked in the month (or month-to-date in the event of twice-monthly pay), total hours accrued as an employee of Employer or hours credited towards a wage scale step year-to-date, amount and rate of any special differential pay, date of hire, language preference, and date of termination. Employer shall assist in the reconciliation of these employment records with the Union, including clarifying whether employees are inactive because of paid or unpaid leave or other reason.

Upon receipt of the membership list provided by the Union, the Employer agrees to verify within ten (10) days via electronic notification that the Employer's records accurately reflect the membership status of each employee listed in the membership list provided by the Union. The Employer shall identify any discrepancies between the membership list and its records.

The Employer agrees that it will not release any of the following information about employees unless authorized by the employee or required to do so due 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 situations:

The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees cover by this Agreement.

## **ARTICLE 3: GENERAL PROVISIONS**

### **SECTION 3.1 JOB DESCRIPTIONS**

The Employer shall present changes in job descriptions to Labor/Management Committee for review and approval for those classifications covered by this Agreement. If Employer wishes to create a new position subject to Article 1, it shall have the sole authority to do so, but shall promptly notify the union and negotiate the pay rate for the position. Job descriptions shall be reviewed by management annually. The Labor/Management Committee shall meet to review and adopt proposed changes when necessary.

### **SECTION 3.2 PERSONNEL FILES**

The official employee file for Fidelis employees is kept in Irvine, CA. This file will contain only employment information. Included in it will be personal contact information, resume, tax forms, employee reviews, and other personnel information. Nothing contained in the employee file will be placed there without discussion with the employee first; this includes any written disciplinary form which must be signed by the employee prior to placement in the file. The employee has access to the contents of his/her file at any time.

Employees may request that a document be removed from their personnel file. The Employer retains full discretion in determining whether or not the request is granted. Employees may attach a written rebuttal to any document in their personnel file. Disputes regarding documents placed in the employee's permanent personnel file are subject to the Grievance

Procedure as stated in Article 15.

### **SECTION 3.3 INTRODUCTORY PERIOD EMPLOYEE**

The first ninety (90) days of employment shall be an Introductory Period for all new employees. During this period, the supervisor may choose to meet with the employee to discuss performance problems if it appears that this may help the employee successfully complete the Introductory Period. During this Introductory Period an employee may be terminated without cause and without recourse to the Grievance Procedure.

### **SECTION 3.4 OPEN POSITIONS**

In order to ensure that all interested employees are advised of Fidelis employment opportunities, notice of job vacancies for regular full or part time positions subject to Article I will be posted electronically on various external job boards, as well as Employer's website. Postings will include position requirements, minimum qualifications, substitute and preferred qualifications (if any) and the pay range.

The Union and Employer agree that the culture developed within the business is essential to its growth and success. In that light, the Union and Employer agree that open positions shall be filled through existing qualified employees first; if a qualified existing employee meets the position requirements and has demonstrated a level of performance necessary to warrant filling that position. Performance will be measured through two equally weighted criteria: tenure and seniority in their current position and performance in their current position as determined through the employee performance evaluation process. If the senior employee is deemed to have performed at a level comparable to a junior employee, that individual will be assigned to the position. However, if a senior employee's performance is deemed inferior to junior employee's performance, as measured by the employer's performance evaluation process, then the senior employee will not have the right of appointment. If no qualified current employee desires the position, the employer may hire from outside. The Labor and Management Committee shall approve the structure and content of the performance evaluation form that the company will use.

### **SECTION 3.5 EMPLOYEE ADDRESSES AND PHONE NUMBERS**

The Employer shall establish policies requiring all employees to notify the Employer of any changes in their address or phone number. The Employer shall place written verification of address and phone number changes in the employee's permanent personnel file, and the employee shall be provided with a copy. Failure to notify the Employer of address and phone number changes shall relieve management of notice requirements set forth in other sections of this Agreement.

### **SECTION 3.6 MANAGEMENT RIGHTS CLAUSE**

The Company retains, and shall continue to have, the complete and exclusive right and power to manage its operations and direct its work force except as expressly limited by specific obligations of the Company which are set forth in the specific provisions of this Agreement. Such retained rights and powers include, but are not limited to, the following: to hire, to

promote, demote, transfer, lay off, and recall; to assign and reassign to duties, hours of work, shifts and worksites; to maintain good order and efficiency; to discharge, suspend, and discipline employees for reasonable cause; to establish, maintain, add to or amend rules, regulations, or codes governing the conduct of employees on Company time, on Company property, in Company vehicles and at worksites (including telecommuting worksites) assigned by the Company; to determine the type and quality of service; to determine the size and composition of the work force; to discontinue all or any part of its operations; to introduce new equipment, technology or machinery; to develop or implement new operation techniques, technologies or methods; to transfer its facilities to other locations and there to perform all or any part of Company operations; to determine whether to purchase or lease equipment or services; and to lease, sell or otherwise dispose of any part of its operations, facilities or equipment.

Except as expressly modified by this Agreement, all rights, powers and authorities are reserved to the Company and shall not be subject to the grievance and arbitration procedures of Article 15 of this Agreement or any other restrictions on the right of the Company to manage and direct its employees and operations.

From time to time, the Company in its discretion may adopt such rules and regulations for the conduct of the Company's business as the Company shall reasonably consider necessary and proper and which do not conflict with the specific and express terms of this Agreement, and such rules and regulations shall be observed by all employees and accepted by the Union.

## **ARTICLE 4: WORK ASSIGNMENT AND SCHEDULES**

### **SECTION 4.1 SCHEDULES**

Non-PCA employees shall have a set shift and schedule. PCA's shall be assigned monthly hours by the employer.

### **SECTION 4.2 POSTING**

Monthly schedules shall be posted seven (7) days before going into effect.

### **SECTION 4.3 EMERGENCY CHANGES**

Emergency changes (other than overtime) made in the schedule will require at least seventy-two (72) hour notice to the employee. No employee shall be required to make a schedule change that creates a family or health hardship.

### **SECTION 4.4 OVERTIME AFTER SHIFT**

Non-exempt clinic employees shall receive time and one half (1.5) pay when asked to stay beyond their regularly scheduled shift.

## **ARTICLE 5: HOURS OF WORK AND OVERTIME**

### **SECTION 5.1 HOURS OF WORK**

Hourly assignments are based on an agreed-upon schedule as defined in Article 4, Work

Assignments, and compensated according to the number of hours or shift assigned. The workweek is defined as Sunday 12:00 a.m. (midnight) through Saturday 11:59 p.m.

### **SECTION 5.2 MEALS AND REST PERIODS**

For assignments where the employee is unable to leave do to documented work demands for a thirty (30) minute meal period or the meal period is interrupted by work demands, the meal period shall be paid as time worked.

A fifteen (15) minute paid period will be scheduled approximately midway through each four (4) hour segment of each shift. Employees will not be required to work longer than three (3) hours without a rest period, except in emergencies.

### **SECTION 5.3 OVERTIME**

Hourly employees required to work in excess of forty (40) hours per week will be paid overtime for such additional hours at one and one-half (1 ½) times the employee's regular hourly rate of pay. All work performed on holidays shall be recognized as overtime-eligible.

## **ARTICLE 6: WAGES**

### **SECTION 6.1 WAGE SCALE**

Employees covered by this Agreement shall be compensated according to the wage schedules set forth in Appendix A to this Agreement. To accommodate the need to recognize experience, candidates with verifiable years of applicable experience maybe be hired at a rate up to the rate designated on the chart for the year that reflects the level of applicable experience.

### **SECTION 6.2 WAGE PROGRESSION**

Employees shall advance along the wage scale based upon calendars years of service with the Employer on the appropriate anniversary date.

### **SECTION 6.3 WEEKEND DIFFERENTIAL PAY FOR HOURLY ASSIGNMENTS**

An additional one dollar (\$1.00) per hour shall be added to the regular rate of pay for each hour assigned and worked on Saturday and/or Sunday.

### **SECTION 6.4 WAGE DIFFERENTIALS – CLINIC AND AMBASSADORS**

#### **6.4.1 LANGUAGE DIFFERENTIAL**

Employees fluent in a second language whose language skills are used in the action support of the employer's members/patients, shall be paid a differential of fifty (50) cents per hour.

#### **6.4.2 SHIFT DIFFERENTIAL**

With the exception of ambassadors and home care givers, whose work schedule is self-set, whose shift time is at their discretion, employees whose shifts commence on or after 2 pm and are completed before 1 am shall be paid a one dollar and fifty cents (\$1.50) per hour differential. Employees who shifts commence after 7 pm and who complete the majority of their hours before 9 am, shall be paid a two dollar and fifty cents (\$2.50) per hour differential.

### **SECTION 6.5 PAY DAYS**

Employees shall be paid at bi-weekly, no later than six (6) days following the end of the pay period.

#### **SECTION 6.6 L & I WORKER CONTRIBUTIONS**

Effective October 1, 2012, all employees covered by this Agreement will no longer be required to contribute to the Employer's Labor and Industries (L&I) insurance costs. The Employer will assume all costs associated with L&I insurance payments.

### **ARTICLE 7: TRAINING**

#### **SECTION 7.1 TRAINING PARTNERSHIP**

Recognizing our mutual commitment to development of a workforce capable of meeting the increasingly acute needs of the people served by Concerto clinics and our encouragement of the development of human potential, the Employer will contribute to a fund for training and skills upgrading, known as the Training Partnership. The Training Partnership will possess the capacity to provide training, peer mentoring workforce development and other services for employees. The Employer shall become and remain a participating employer in such a Partnership during the complete life of this Agreement, and any extension thereof.

#### **SECTION 7.2 CONTRIBUTIONS**

The Employer shall pay the Training Partnership in a fashion provided by contractual arrangement with the Training Partnership on a fee for service cost basis.

#### **SECTION 7.3 TRUST AGREEMENT**

The Employer and the Union hereby agree to be bound by the provisions of the Training Partnership Trust's Agreement and Declaration of Trust, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated.

### **ARTICLE 8: BENEFITS**

#### **SECTION 8.1 HOLIDAYS**

The Employer shall recognize the holidays listed below for all clinic employees and all full-time bargaining unit employees:

New Year's Day (January 1)  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (first Monday in September)  
Thanksgiving (fourth Thursday in November)  
Day after Thanksgiving  
Christmas Eve (December 24)  
Christmas Day (December 25)  
New Year's Eve (December 31)  
Floating Holiday (employee's choice)

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

To be eligible for holiday pay, employees must work their last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

If a recognized holiday falls during an eligible employee's paid absence, (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible non-exempt employees are assigned to work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

In addition to the recognized holidays previously listed, eligible employees will receive 1 floating holiday in each anniversary year. These holidays must be scheduled with the prior approval of the employee's supervisor.

## **SECTION 8.2 HEALTH AND WELFARE TRUST FUND BENEFITS – AMBASSADORS AND PCAs ONLY**

### **8.2.1 COMPREHENSIVE BENEFIT PACKAGE THROUGH THE TRUST**

The Employer shall provide employee health care, dental, prescription drug and vision benefits through the SEIU 775 Healthcare NW Health Benefits Trust ("Trust") during the complete life of this Agreement and any extension thereof. The Employer, the Trust, and the carriers participating in the Trust shall coordinate to provide benefit plan design and enrollment information to eligible employees.

### **8.2.2 CONTRIBUTIONS**

Effective July 1, 2017, the Employer shall contribute three dollars and forty-eight cents (\$3.48) per hour to the Trust for hours provided or paid in the Employer's in-home care program or part-time Ambassador program. Should contributions be set at a different rate by the Trust during the life of the agreement, the Employer will pay that rate; provided that such a rate is not above the rate paid by any other Participating Employer.

Effective July 1, 2018, the Employer shall contribute three dollars and fifty-five (\$3.55) per hour to the Trust for hours provided or paid in the Employer's in-home care program or part-time Ambassador program. Should contributions be set at a different rate by the Trust during the life of the agreement, the Employer will pay that rate; provided that such a rate is not above the rate paid by any other Participating Employer.

### **8.2.3 ELIGIBILITY STANDARDS**

Employee eligibility standards for health care benefits shall be determined solely by the Trust and as permitted under existing law. The Trust is responsible for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment

notifications and follow up to secure required applications/documentation, disenrolling ineligible workers and providing COBRA notifications and follow up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers, and disenroll ineligible workers. The Employer will provide information, available to Employer from the Trust, on the Trust's benefits to all employees during the onboarding process.

#### **8.2.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION**

The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers/PCA's. Ongoing costs for deduction of PCA's premiums for health care shall be approved by the Employer paid by the Employer.

#### **8.2.5 PURPOSE OF THE TRUST**

For purposes of offering individual healthcare insurance, dental insurance and vision insurance to members of the bargaining unit, the Employer shall become and remain a participating employer in the Trust during the complete life of this Agreement, and any extension thereof.

#### **8.2.6 TRUST AGREEMENT**

The Employer and the Union agree to be bound by the provisions of the Trust's Agreement and Declaration of Trust, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to either document.

### **SECTION 8.3 HEALTH INSURANCE - CLINIC EMPLOYEES AND FULL TIME EMPLOYEES**

The Employer will provide comprehensive health insurance with family options to regular fulltime and part time employees consistent with the benefits structure utilized throughout the company on a mutual basis.

The parties will work to create a Taft-Hartley insurance option for fulltime ambassador and clinic employees during the life of this agreement.

### **SECTION 8.4 RETIREMENT**

#### **8.4.1 EMPLOYER 401-K**

Employees of Employer who are not employees as defined under Section 8.3, shall participate in the Employer 401-K retirement program on the same basis as other employees for the duration of the Agreement.

#### **8.4.2 RETIREMENTS BENEFITS TRUST FOR PCAS**

Effective, July 1, 2017 the Employer will begin contributing twenty-five (25) cents per hour for each hour provided or paid in the Employers PCA or voluntary Ambassador program.

Effective, July 1, 2018 the Employer will begin contributing fifty (50) cents per hour for each hour provided or paid in the Employers PCA or voluntary Ambassador program.

## **SECTION 8.5 SHORT AND LONG-TERM DISABILITY**

The Employer will continue to offer its fully paid short term and long-term disability benefit to employees scheduled to work 30 hours per week or more during the life of the agreement.

## **SECTION 8.6 DEPENDENT AND HEALTHCARE FLEXIBLE SPENDING ACCOUNTS**

If the Employer offers FSA plans for dependent care and healthcare to its employees on a national basis it will continue to do so the life of this agreement.

## **ARTICLE 9: NON-DISCRIMINATION**

Concerto Healthcare of Washington, Inc. and the Union are committed to an equal employment opportunity policy that prohibits discrimination on the basis of the following:

- Race
- Gender And/Or Gender Identity
- Sexual Orientation
- Disability (Except As Exempted By A Bona Fide Occupational Qualification)
- Color
- Age
- Religious Affiliation
- Service In The Armed Forces Of The United States
- National Or Tribal Origin
- Ancestry
- Citizenship Status
- Marital Status
- Political Affiliation
- Creed
- Union Activity

The Employer and the Union also commit to support equal employment opportunity and affirmative recruitment to ensure a diverse work force.

All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees, and members of the public alike, will be treated fairly and with dignity and respect.

## **ARTICLE 10: UNINTERRUPTED PATIENT SERVICES**

Both the Employer and the members of the Union recognize their mutual obligation and desire to serve the public with the highest quality patient service. To ensure the consistency as well as quality of service, the Union and the Employer agree that during the term of this Agreement the Union shall not engage in, sanction, or in any way encourage employees covered by this Agreement to slowdown or strike, and Employer agrees it shall not institute any lockout of its employees during the life of this Agreement.

## **ARTICLE 11: SUCCESSORSHIP**

In the event any of the Employer's operations covered by this Agreement may be sold,



assigned, leased or transferred, the Employer will notify the Union as soon as possible. The Employer also agrees to notify any potential purchaser of this Agreement and in good faith and with best effort strive to make acceptance of this Agreement a condition of sale or transfer. At a minimum the Employer will require the maintenance of all bargaining unit staff and standards of this agreement a condition of sale while the Union and successor Employer negotiate a successor agreement.

## **ARTICLE 12: UNION RIGHTS**

### **SECTION 12.1 MEETING ROOMS**

In accordance with the Employer policy, the Union may use designated meeting rooms of the Employer for meetings of the unit, provided sufficient advance request for meeting facilities is made to the designated coordinator in the Human Resources Department and space is available.

The Employer will also provide meeting space for regional meetings of the union's members in its service area on a quarterly basis or more often by mutual arrangement of the parties. After the union has complete its business, Fidelis may if it desires, make a presentation to union members.

### **SECTION 12.2 WORKSITE LEADER AND ADVOCATE RECOGNITION**

The Union shall designate its worksite leaders and Advocates from among employees in the unit. These leaders shall be recognized by the Employer for the purposes of implementing the Grievance Procedure and for participation on Labor/Management Committee(s) or for other designated activities as mutually agreed upon by the Parties.

The Employer agrees to compensate worksite leaders at their regular rate of pay for their involvement in leadership activities. These activities are defined as participation on the Labor-Management Committee, advocate training, negotiations and other regularly scheduled committees and work groups as mutually agreed upon that benefit both the Union and the Employer, and actual time spent as part of the Grievance Procedure.

### **SECTION 12.3 BULLETIN BOARDS**

The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by the Employer in visible locations used regularly by employees, including all employee break rooms. The Union will provide a copy of all posted materials to the Human Resources Department at the time of posting. All postings will be signed by a Union worksite leader or Union staff person.

### **SECTION 12.4 EXTENDED UNION LEAVE**

An employee working for the Union as an officer or employee of the Union shall be given a leave of absence for the duration of their office or employment with the Union. The employee shall provide the Employer with a sixty (60) days' notice whenever possible but a minimum of thirty (30) days' notice of his/her Union Leave, including a start and probable end date. Time spent on Union Leave shall count as hours worked for wage progression, leave accrual, and

benefit eligibility purposes, to a maximum of 2080 hours per year, per employee. The Union shall reimburse the Employer for benefit costs incurred by the Employer for employees on Union Leave.

During the course of the Union Leave, the employee on leave shall be classified by the Employer as “inactive-on leave” and the Employer will not be responsible for any Employer obligations, including work-related illnesses or injuries incurred as a result of their employment/assignment with the Union. In such circumstances, the Union is considered the “responsible employer”.

Employees returning to active status with the Employer after a Union Leave in excess of six months may be required to complete a full reorientation and any other licensing requirements that may be applicable, before reassignment to patient service.

### **SECTION 12.5 ORIENTATIONS**

Worksite leaders and/or union representatives shall be permitted to attend new employee orientations and to spend at least thirty (30) minutes after each orientation to provide union information to new employees. Worksite leaders who attend these orientations shall be paid their regular rate of pay for up to one half-hour for each orientation. In instances where no worksite leader or union representative is available to attend a new employee orientation, the Union may provide the Employer with Union new member orientation materials and the Employer will distribute them to new employees who attend the orientation.

The Employer shall inform union representatives and/or appropriate worksite leaders designated by the Union of new employee orientations as far in advance as practicable. The Union will provide the Employer with a current and accurate listing of worksite leaders and/or union representatives by name, location and contact number.

### **SECTION 12.6 PAY ENVELOPES**

In order to facilitate communication relating to this Agreement, the ongoing work of the Labor/Management Committee, and any other union business of a general nature, the Employer shall insert material provided by the Union in the pay envelopes of employees covered under this Agreement, provided that:

The Union shall submit to the Employer the information at least two weeks in advance of the pay date upon which the Union wishes the literature to be distributed. The Union shall be notified in time for the Union to provide sufficient copies at least one week in advance of the pay date to each long-term care office where paychecks are distributed.

All literature submitted for insertion in pay envelopes shall be clearly identified as Union-produced material and shall have information on how to contact the Union by phone; at the request of the Employer, the Union will also indicate clearly that the communication in question is not provided by nor does it necessarily represent the views of the Employer.

This section is intended to refer to paper materials or other small promotional items which can

easily be inserted into envelopes. The materials will not require folding or be such that insertion requires additional time on the part of the Employer.

### **SECTION 12.7 ACCESS**

Authorized representative of the Union shall have access to the employers' facilities, as reasonable and generally upon at least three (3) business days' prior written notice to Employer. Representatives shall provide notice to the manager on duty upon arrival at a work location and conduct themselves in a manner appropriate to a clinical environment. Representatives may be required to execute certain documents, as directed by Employer, prior to gaining access.

## **ARTICLE 13: SENIORITY**

### **SECTION 13.1 GENERAL**

Employees completing the Introductory Period [formerly "probationary"] shall be credited with seniority retroactive to date of hire. Seniority shall be defined as the length of continuous service within the bargaining unit from date of hire.

### **SECTION 13.2 LAYOFFS**

In the event of a need for a reduction in force, elimination of a position or reduction in hours 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 or hours reductions are required, the least senior employee(s) in the effected classification shall be laid off first provided that those employees remaining on the job are qualified to perform the work remaining.

The Employer agrees to provide two (2) weeks' notice of layoff to affected employees and shall endeavor to provide as much notice as possible.

### **SECTION 13.3 RECALL**

Employees who are laid off shall be eligible for recall for two (2) years from date of layoff. Employees shall be recalled in the order of seniority (the most senior being recalled first) provided that those recalled are qualified to perform the work assigned.

To be eligible for recall a laid-off employee must keep The Employer informed of his/her current address and phone number. The Employer shall notify laid-off workers of recall by phone contact and by certified letter. When offered re-employment from layoff, the employee must indicate acceptance and availability for work within five (5) days of receipt of letter unless unusual circumstances prohibit return within that time period.

Employees failing to respond and return within the above time frame, or as mutually agreed in writing, shall be considered as tendering their resignation from employment.

## **ARTICLE 14: DISCIPLINARY ACTION**

## **SECTION 14.1 JUST CAUSE AND PROGRESSIVE DISCIPLINE**

Employees who have completed the Introductory Period may only be disciplined for just cause. The Employer and the Union agree with the principles of progressive discipline which may include oral warnings, written warnings, suspension and discharge, or alternative forms of discipline. All discipline of non-introductory employees may be appealed under the Grievance Procedure in Article 15.

The Corrective Action forms shall make clear that only the issues delineated on the form are the basis of the only basis for disciplinary action by the Employer.

## **SECTION 14.2 RIGHT TO REPRESENTATION**

The Employer shall inform employees who are subject to discipline that the employee has the right to request union representation, and if the employee requests representation any meeting for the purposes of disciplinary action or for investigation of an issue which could lead to discipline shall be scheduled when an Advocate or Union representative can be present. The Union will provide a representative so that the process is not delayed. Representation via telephone shall be facilitated if requested by the Union. The Employer shall mail copies of all disciplinary notices to the Union the same day they are given to the employee. Upon notice by the Union that the Member Resource Center is fully operational, transmitting disciplinary notices to the Member Resource Center may be the agreed-upon form of notice. Such disciplinary notices shall be signed by the employee, and shall include the following:

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

## **SECTION 14.3 ADMINISTRATIVE LEAVE**

Employees placed on administrative leave shall be paid their regular hourly rate for all hours on their customary schedule while administrative leave.

# **ARTICLE 15: GRIEVANCE PROCEDURE**

## **SECTION 15.1 GENERAL DEFINITIONS**

The Employer and the Union are committed to addressing and resolving workplace issues in a fair and responsible manner at the lowest possible level. Grievances are defined as allegations of a violation or a dispute over application of the Agreement, the Employer’s Handbook or policies of the Employer.

The Employer will keep the union notified of the appropriate respondents at each step of the procedure grievance procedure for each group of employees represented by the union.

## **SECTION 15.2 INITIATING A GRIEVANCE**

Most grievances should be presented first at the lowest level, with the immediate supervisor.

Special circumstances may require resolution at a higher level than the immediate supervisor; in such cases, the Employer may accept the initial filing of the grievance at Step Two (2) or Three (3).

Complaints of discrimination shall be filed initially at Step 2. Appeals of terminations shall be filed initially at Step 3.

### **SECTION 15.3 TIME LIMITS**

The purpose of time limits within the Grievance Procedure is to ensure the swift resolution of disputes. Time limits may be extended or waived at any step of the grievance procedure by mutual written agreement of the parties. The employee or Union awaiting a response at any step may advance the grievance to the next step once the time limits have expired. The Union may withdraw a grievance at any step in the grievance procedure.

### **SECTION 15.4 INFORMAL STEP - STEP ONE (1): IMMEDIATE SUPERVISOR**

An issue in dispute will be addressed in a meeting or phone consultation between the immediate supervisor and the employee involved, within fifteen (15) calendar days of the incident giving rise to the dispute. The employee may request representation by an Advocate or union representative. Advocates and supervisors are encouraged to gather information to assist in establishing facts about the dispute. The dispute does not need to be presented in writing, and the resolution of the issue may also be verbal. Disputes resolved at this level shall be final and binding unless inconsistent with this Agreement but shall not form precedent for any future or other disputes arising under this Agreement.

If the issue is not resolved within ten (10) calendar days from the date the issue was raised with the immediate supervisor, or should the supervisor fail to respond, the employee may advance the issue to Step Two of the grievance procedure.

### **SECTION 15.5 FORMAL GRIEVANCE PROCEDURE- STEP TWO (2): MANAGER**

The issue in dispute shall be written as a formal grievance, using the Union's grievance form or clearly setting forth the facts in dispute. The grievance shall be submitted by the employee grievant (s), the Advocate or the union representative to the Manager for resolution at Step 2.

The Manager shall have ten (10) calendar days from receipt of the grievance to meet with the grievant and his/her Advocate or union representative to hear the grievance, and to attempt a resolution of the dispute. If the grievance is not resolved at Step 2 within the ten (10) calendar days, the Union has the right to advance the grievance to Step Three (3), within fifteen (15) calendar days from the date of receipt of the response of the Manager or the due date of the response at Step 2.

### **SECTION 15.6 STEP THREE (3): DIRECTOR**

The Director shall have fifteen (15) calendar days from receipt of the grievance to recommend a resolution of the grievance. The Union may request a meeting to present and discuss the

grievance with Director. If the resolution proposed by the Director is unacceptable, or should the Director fail to respond at Step 3 within the time limits, the Union shall have the right to advance the grievance to mediation within ten (10) calendar days of receipt of the Director's response or from the date the response was due at Step 3.

### **SECTION 15.7 MEDIATION**

FMCS Mediation may be used by the Union and the Employer to resolve grievances unresolved at Step 3. A mediator shall be selected by mutual agreement of the Employer and the Union within five (5) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service or by mutual agreement. The mediator shall hear the presentation of the grievance within ten (10) calendar days of the date of selection. The mediator shall issue a recommended solution within ten (10) calendar days of the presentation of the grievance. Should the mediation be unacceptable to the either party, Union or Employer shall reserve the right to proceed to arbitration.

### **SECTION 15.8 EXPEDITED ARBITRATION**

If the grievance is unresolved through Steps 1-3 and/or mediation, the Union may proceed to arbitration within thirty (30) calendar days of the date the Employer response is received or due in Step 3, or within thirty (30) calendar days from the date a mediated resolution is rejected. The parties shall use expedited arbitration and the parties shall not file briefs or utilize transcripts except by mutual agreement. The parties shall select an arbitrator by either establishing a panel of arbitrators for Long-Term care in Washington State or by requesting a list of three (3) arbitrators from the Federal Mediation and Conciliation Service (FMCS).

Within fifteen (15) calendar days of the date of arbitrator selection, the arbitrator shall identify date(s) for the arbitration and shall convene the arbitration within thirty (30) calendar days from the date of selection. The arbitrator shall issue a final and binding decision within thirty (30) calendar days from the date of conclusion of the arbitration proceedings.

The arbitrator's power shall be limited to interpreting the Collective Bargaining Agreement, the Employer's Handbook or policies, as applied to the grievance dispute before the arbitrator. The arbitrator's decision shall be final and binding upon the parties.

The Employer and the Union shall each bear the cost of its own arbitration presentation, including the costs of witnesses, and shall bear equally the fees and cost of the arbitrator.

## **ARTICLE 16: LEAVES**

### **SECTION 16.1 LEAVES OF ABSENCE WITHOUT PAY**

Employees who have completed the Introductory Period 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 without pay shall be at the discretion of the Employer except that the Employer shall grant leaves of absence without pay for the following reasons and lengths of time. Family and Medical leave can also be accessed on an intermittent basis.

TYPE OF LEAVE	TIME
Family leave as provided by law	Six (6) months or as provided by law
Medical leave	As certified by a physician and provided by law
Military leave - active duty	As provided by law

**SECTION 16.2 RETURN FROM LEAVE OF ABSENCE**

Employees wanting to return from a medical leave of absence, or who need to extend the leave of absence beyond the original return date, may be required to provide verification from their physician that they are able to return to work or require additional time off the job. Additionally, the Employer may request that the employee be examined by an independent physician at the Employer's cost to determine the employee's right to either a continuing leave or work status. Employees will be re-employed at the end of the leave, provided the employee is able to perform the work. The Employer will assign the employee to a position comparable to that held prior to the leave, however the Employer cannot guarantee the same clients served by the employee prior to the leave. Seniority established at the time of departure on leave of absence shall be restored when the employee returns to work. No seniority will accrue while on a leave of absence without pay. In the case of Union Leave, employees granted leave will continue to earn seniority.

**SECTION 16.3 RETURN TO WORK PROGRAM**

The Employer will provide alternative work opportunities to employees injured on the job when feasible. The primary components include working closely with the employee and his/her physician to determine if and when the employees can return to modified duty. In addition, the attending physician will be requested to confirm what assignment and/or activity level restrictions must be adhered to. With cooperation from all parties involved, this program can result in earlier return to work for employees, an opportunity to learn/develop new skills, etcetera. The parties will develop an approach to workplace safety through the Labor/Management Committee during the life of this Agreement.

**SECTION 16.4 BEREAVEMENT LEAVE - CLINIC EMPLOYEES AND AMBASSADORS**

Employees are eligible for up to five (5) days of paid funeral or bereavement leave for members of immediate family (spouse, child, parents, brother, sister, in-laws, grandparents, brother-in-law, sister-in-law), and three (3) days of paid funeral or bereavement leave for close relatives. At the discretion of the Employer, additional unpaid bereavement leave of up to two (2) weeks may be granted for travel out-of-state or out of the country. The employee requesting such extended bereavement leave shall be allowed to utilize any Paid Time Off that s/he has accrued and earned.

## **SECTION 16.5 CATASTROPHIC LEAVE BANK**

The Employer agrees to begin exploration to create and maintain an account or mechanism to permit donation of Paid Time Off hours from members of the bargaining unit to bargaining unit employees who are on family or medical leave and who have exhausted or are projected to exhaust their accrued leave before they are able to return to work.

## **SECTION 16.6 JURY DUTY**

Employees will be compensated for jury duty consistent with state law.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

Regular full-time and part time employees

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report to work whenever the court schedule permits.

The Employer or the employee may request an excuse from jury duty if, in, the employee's absence would create serious operational difficulties.

The Employer will continue to provide health insurance benefits during unpaid jury duty leave.

## **SECTION 16.7 WITNESS LEAVE**

The Employer encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by the Employer, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than the Employer. Employees are free to use any available paid leave benefit (such as vacation leave) to receive compensation for the period of this absence.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

## **SECTION 16.8 OTHER FORMS OF LEAVE**



### 16.8.1 MILITARY CAREGIVER LEAVE

The Employer will grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service-member with a serious injury or illness up to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the service-member. A “covered service - member” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is that which was incurred by a service-member in the line of duty on active duty that may render the service-member medically unfit to perform the duties of his or her office, grade, rank, or rating. The “single twelve (12) month period for leave to care for a covered service-member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the Employer for other types of FMLA leave. An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave for any FMLA-qualifying reason during the single twelve (12) month period. Only twelve (12) of the twenty-six (26) weeks total may be used for an FMLA- qualifying reason other than to care for a covered service-member. This provision shall be administered in accordance with U. S. Department of Labor regulations.

### 16.8.2 MILITARY SPOUSE LEAVE

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee’s intention to take leave within five (5) business days of receiving official notice that the employee’s spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

### 16.8.3 DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

Eligible employees shall be entitled to take unpaid leave for domestic violence, sexual assault or stalking that the employee has experienced, or for the use to care for and/or assist a family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.

## **SECTION 16.9 VOTING LEAVE**

The Employer encourages employees to fulfill their civic responsibilities by participating in elections. If employees are unable to vote in an election during their nonworking hours, Fidelis SeniorCare, Inc. will grant up to 2 hours of paid time off to vote.

Employees should request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal

work schedule.

## **ARTICLE 17: SEVERABILITY**

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance, be invalidated, ruled contrary to law, or enjoined by a Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby. In the event of such invalidation or, the parties shall promptly meet to negotiate a substitute provision, unless mutually waived by the Parties.

## **ARTICLE 18: SUBCONTRACTING**

The Employer shall not contract out work currently performed by members of the bargaining unit unless there exists insufficient capacity within the existing employee base to safely or adequately perform that work. In a situation of this nature, the employer may subcontract for such services on a limited basis until permanent staff are hired. The parties agree that this provision shall not be used to prohibit the Employer from entering into contractual relationships related to its expansion into new areas of business. Subcontracting shall not be used to avoid hiring regular employees within of the scope of the bargaining unit defined in Article 1 of this agreement.

In the event the Employer enters into any business relationship which may impact SEIU members, the Employer will notify the Union promptly.

## **ARTICLE 19: LABOR/MANAGEMENT COMMITTEE**

### **SECTION 19.1 PURPOSE**

The Union and the Employer acknowledge that many of the decisions which impact the work covered by this Agreement are made by those who are not parties to this Agreement.

Accordingly, the Union and the Employer shall establish a Labor/Management Committee to discuss matters of mutual interest.

### **SECTION 19.2 STRUCTURE**

The Committee shall meet on a flexible and as needed basis at least once per quarter, at mutually convenient times and places. The Committee shall consist of an equal number of representatives of both parties, but up to three (3) representatives of the Union, and up to three representatives of the Employer. Both sides of the committee will submit their agendas for the meeting 72 hours in advance of the meeting. The committee will expand as the employer's business grows. Both the Union and the Employer shall have the sole authority to determine who represents them on this Committee. Every effort will be made to ensure representation on this Committee from each geographic area of the Employer. Union representatives on this Committee who are employees of the Employer shall receive all compensation they would normally receive for any work covered by this Agreement. Travel expenses, mileage, or other incidental costs for the union members on the Committee shall be

borne by the Union.

### **SECTION 19.3 RELATION TO GRIEVANCE PROCEDURE**

The Labor/Management Committee shall not be used to supplant the Grievance Procedure. The Union retains its right to bring issues to the Grievance Procedure either in lieu of or in addition to discussing them in the Labor/Management Committee.

### **SECTION 19.4 RELATION TO COLLECTIVE BARGAINING AGREEMENT**

In the event a decision is reached by the Labor/Management Committee to recommend adjustment of any provision contained in this Agreement, said recommendation shall not become effective until approved by both the Union and the Employer. Any changes to this Agreement which are approved by both the Union and the Employer shall be reduced to writing and attached as a side letter to this Agreement.

## **ARTICLE 20: HOMECARE ADVOCACY DAY**

The Employer agrees to grant up to 15 percent (15%) of bargaining unit Employees based on a first-come, first-served basis, specific paid leave days, up to two days per calendar year, as designated by each local. Requests for additional days may be granted on a branch by branch basis and such requests shall not be unreasonably denied by the employer.

Home Care Advocacy Days are for the general purpose of public action and advocacy to any state or federal government, legislature or congress on issues related to home care or home health services and other legislation beneficial, as agreed to by both parties.

The local Union shall designate in writing to the Employer the Employees requesting such leave at least seven (7) calendar days in advance. Leave requests shall take client needs into consideration but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the local Union concerning any difficulties in granting leave requests.

Employees on paid leave for Home Care Lobby Day shall receive their regular rate of pay for their scheduled hours on that day. Such time shall not be counted for the purpose of overtime computation.

## **ARTICLE 21: DIGNITY AND RESPECT**

The Employer and employees shall treat each other and clients with dignity, respect and fairness.

## **ARTICLE 22: HEALTH AND SAFETY**

The employer shall provide a safe and healthful work environment for all employees.

## **ARTICLE 23: PAID TIME OFF**

### **SECTION 23.1 OVERALL PTO PROGRAM**

(PTO) is that bank of time accrued for use during scheduled time off and unscheduled time

off (excluding bereavement leave and jury duty) to include the first three (3) consecutive days of each employee's or eligible family member's illness.

This benefit program has two elements to it. One is Paid Time Off (PTO) and the other is Extended Sick Leave (ESL). Both programs are built on an hourly accrual rate available to the employee as they are accumulated, following the first ninety (90) days of employment.

#### **SECTION 23.1.1 DEFINITIONS**

All PTO and ESL time are accrued based on all compensated hours.

#### **SECTION 23.1.2 LIMITATIONS OF THE USE OF PTO**

Employees shall accrue, but not be eligible to use, Paid Time Off during their Introductory Period. Employees whose employment is severed prior to the end of their introductory period shall not be eligible to "cash out" unused Paid Time Off.

#### **SECTION 23.1.3 SCHEDULING AND USE OF PAID TIME OFF**

Employees may schedule accrued Paid Time Off in increments of four (4) hours or more and employees may accumulate a maximum of one hundred and twenty (120) hours Paid Time Off. Employees wishing to use accrued Paid Time Off must arrange requests with their supervisor. Every effort will be made to grant PTO in accordance with the employee's needs. However, requests for PTO cannot interfere with the Employer's operation and therefore must be approved by the immediate supervisor/manager. Longer periods of Paid Time Off shall be granted on a first-come, first-served basis.

Supervisors shall respond to approve or deny leave requests within five (5) working days from the receipt of the leave request form from the employee.

Employees may utilize accrued and unused Paid Time Off for purposes of illness, or for any other reason when previously approved by his/her supervisor. Longer periods of Paid Time Off shall be granted on a first-come, first-served basis.

Supervisors shall respond to approve or deny leave requests within five (5) working days from the receipt of the leave request form from the employee.

Employees may utilize accrued and unused Paid Time Off for purposes of illness, or for any other reason when previously approved by his/her supervisor.

#### **SECTION 23.2 HOME CARE PTO – PERSONAL CARE ASSISTANTS AND PART-TIME AMBASSADORS**

##### **SECTION 23.2.1 PCA AND PART-TIME AMBASSADORS ACCRUAL**

All Homecare and part time Ambassador employees shall accrue one (1) hour of Paid Time Off (PTO) for every thirty (30) hours worked.

##### **SECTION 23.2.2 CASH OUT OF PTO- PERSONAL CARE ASSISTANTS AND PART TIME**

## **AMBASSADORS**

PCA's and Part Time Ambassadors may cash out their PTO on their anniversary date.

### **SECTION 23.3 CLINIC AND FULL-TIME EMPLOYEE PTO**

#### **SECTION 23.3.1 CLINIC AND FULLTIME ACCRUAL RATE**

Full time Ambassadors, as well as full-time clinic employees accrue PTO as follows:

- 1st year of Employment – four point six-one-nine (4.619) hours per paycheck (15 days) \*
- 5th year of Employment- six point seven-seven (6.77) hours per paycheck (22 days) \*
- Regular part time employees in the clinic shall accrue PTO on a pro-rata basis
- Days of accrual are based on regularly scheduled hours

Each employee also has one (1) floating holiday per year, available as of the first day of the year. Employees may not carry over more than one (1) year's accrual of PTO per calendar year, unless additional carryover is required by law. Eligible part-time employees will accrue PTO on a pro rata basis.

### **SECTION 23.4 EXTENDED SICK LEAVE (ESL) – CLINIC AND FULL-TIME EMPLOYEES**

Extended Sick Leave (ESL) is that bank of time accrued for use during each illness or injury exceeding three (3) consecutive scheduled workdays.

#### **SECTION 23.4.1 EXTENDED SICK LEAVE (ESL) ACCRUAL RATE**

ESL shall accumulate for all employees on the basis of .02307 per compensated hour, not to exceed 48 hours per year.

### **SECTION 23.5 NOTIFICATION**

Employees must notify his/her supervisor or designee at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees are expected to notify the Employer as set forth above each day of any unscheduled absence. Failure to comply with the above notification requirements may result in loss of PTO/ESL for that day. If the reason for unscheduled absence is for illness in excess of three (3) consecutive days, the employee shall be paid from their accrued ESL bank beginning with the fourth day.

## **ARTICLE 24: TERM OF AGREEMENT**

This Agreement shall become effective upon ratification and shall remain in effect through June 30, 2019.

If the parties to this Agreement are still in negotiations for a successor Agreement as of August 31, all the terms of this Agreement shall automatically be extended until such time as a new Agreement is concluded or the parties reach impasse in bargaining.

The parties agree that if, during the period of these negotiations, impasse is reached, the Parties may mutually agree to refer unresolved issues which are mandatory subjects of bargaining to a process of binding interest arbitration. Should the parties not agree to refer the outstanding issues to interest arbitration, Article 10 (Uninterrupted Client Services) shall be waived and shall not be in effect.

During the period of waiver of Article 10, the parties shall be free to exercise any lawful rights of economic action.

#### **ARTICLE 25: AMENDMENT**

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

#### **ARTICLE 26: DIRECT DEPOSIT**

Direct deposit shall be available to all employees. If an employee opts not to enroll in direct deposit, employee will be automatically enrolled in the debit card program (fees may apply). All payroll payments will be made to employees electronically (either direct deposit or debit card). Pay stubs will be maintained and distributed in an electronic format, to any employees who desires electronic communication, employees who do not indicate they wish such communication shall receive their printed payroll statement mailed to their home address. The employer shall provide computer access at each of its offices for employees to access their pay records. Any reference to "paycheck" in this Agreement shall mean the direct deposit (or debit card payroll payment) and/or the associated electronic payroll statement.

## APPENDIX A: WAGE RATES

Home Care Givers - Effective 7/1/2017 shall proceed on the scale on their anniversary date.

Each year the scale above shall be adjusted by the greater of 2% or the rates set forth in the executed and ratified SEIU 775/State of Washington Caregiver Agreement (WCA) plus \$.05 for the same period of time as stated in the scale above. Over the next three (3) years the rates in the scale crosswalk to the rates set forth in the WCA as follows: start rate to start rate, 90-day rate to 700 hundred hours certified advanced training rate and 1-year rate to the 2001-4000 hours certified advanced training rate.

HOME CARE GIVERS	OVER IP		\$0.05
	BASE	90 DAYS	1 YEAR
JULY 1, 2017 - DECEMBER 31, 2017	13.55	14.00	14.20
JAN 1, 2018 - JUNE 30, 2018	13.80	14.30	14.50
JULY 1, 2018 - DEC 31 2018	14.05	14.30	14.75
JAN 1, 2019 - JUNE 30, 2019	15.05	15.30	15.55

Rates in the scale crosswalk to the rates set forth in the WCA as follows: start rate to start rate, 90-day rate to 700 hundred hours certified advanced training rate and 1 year rate to the 2001-4000 hours certified advanced training rate.

If, during the life of this Agreement, a Home Care Giver/HCA accumulates 4000 hours of service, their rate shall be adjusted to match the IP Agreement (WCA) plus five cents (\$.05). This would apply to any accumulation of hours as outlines in the Washington State IP Agreement (6000, 8000, i.e.)

Concerto Healthcare of Washington, Inc. - CLINIC AND FULL TIME PAY SCHEDULE

	Base	90 days	1	2	3	4	5	6	7	8	9	10
Patient Service Representative	\$17.50	\$18.00	\$18.54	\$19.00	\$19.57	\$20.15	\$20.75	\$21.37	\$22.00	\$22.66	\$23.33	\$24.00
Patient Service Representative II	\$19.00	\$19.57	\$20.15	\$20.76	\$21.38	\$22.00	\$22.68	\$23.37	\$24.00	\$24.72	\$25.46	\$26.22
Medical Assistant	\$19.80	\$20.40	\$21.00	\$21.64	\$22.28	\$23.00	\$23.70	\$24.40	\$25.10	\$25.85	\$26.60	\$27.40
Medical Assistant II	\$21.30	\$22.00	\$22.66	\$23.33	\$24.00	\$24.76	\$25.50	\$26.25	\$27.00	\$27.80	\$28.64	\$29.50
Patient Care Coordinator	\$21.34	\$22.20	\$22.86	\$23.54	\$24.25	\$24.98	\$25.73	\$26.50	\$27.30	\$28.12	\$28.97	\$29.83
Caregiver Ambassador	\$15.50	\$15.96	\$16.44	\$16.94	\$17.45	\$17.97	\$18.51	\$19.06	\$19.63	\$20.22	\$20.83	\$21.45
Social Worker	\$28.50	\$29.36	\$30.24	\$31.14	\$32.07	\$33.04	\$34.03	\$35.05	\$36.10	\$37.19	\$38.30	\$39.45
Medical Records Clerk	\$17.00	\$17.51	\$18.03	\$18.58	\$19.13	\$19.70	\$20.29	\$20.90	\$21.54	\$22.18	\$22.85	\$23.53
Referral Coordinator	\$18.50	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38	\$22.02	\$22.69	\$23.37	\$24.07	\$24.79	\$25.53
Field Team Coordinator	\$17.50	\$18.02	\$18.57	\$19.12	\$19.70	\$20.29	\$20.90	\$21.53	\$22.17	\$22.84	\$23.52	\$24.23
Pharmacy Technician	\$19.00	\$19.57	\$20.15	\$20.76	\$21.38	\$22.00	\$22.68	\$23.37	\$24.00	\$24.72	\$25.46	\$26.22
Patient Engagement Specialist	\$18.50	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38	\$22.02	\$22.69	\$23.37	\$24.07	\$24.79	\$25.53



For SEIU 775

For Concerto Healthcare of Washington, Inc.

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Sterling Harders, Vice President

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Toby Thomas, Treasurer

Date

Date