

Collective Bargaining Agreement

between

SEIU 775

and

Fidelis Washington

Effective July 1, 2014 to June 30, 2017

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PREAMBLE

The purpose of this Agreement is to achieve and maintain harmonious relations between Fidelis Washington 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.

Fidelis 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

Fidelis Washington (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 non-supervisory employees, exclusive of Doctors, Dentists, Pharmacists, Nurse Practitioners, and other similar types of employees of Fidelis and its associated companies doing business in the state of Washington.

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

All employees covered by this Agreement shall comply with the requirements of this section, as a condition of continued employment, on or before the thirtieth (30th) day following the signing of this Agreement either (1) commence payment of regular monthly dues uniformly required of members or (2) pay a fair share representation fee. The employer shall provide new employees membership cards as part of their initial payroll paper work and shall collect the same keeping a

copy for the employer and sending originals to the union.

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

Regular monthly dues shall be deducted by the Employer from the employee's paycheck when authorized in writing by the employee. The deductions will be transferred to the Union monthly. The Union shall refund any amounts paid to it in error. The Union will indemnify, defend, and hold Fidelis harmless against any claims made and any suit instituted against the Employer on account of the application of any provision of this article.

SECTION 2.4 BARGAINING UNIT ROSTER

The Employer shall provide the Union with a monthly list of all current employees covered by this Agreement. This list shall include the last name, first name, middle name, address, phone number, shift, cell phone number, email address, social security number, classification, work location, hire date, hours worked, wage rate and gross monthly pay for each employee along with the dues amount collected for each employee. In addition, this list shall include termination and transfer or promotions dates (when applicable), employment or leave status and the employee's primary work location. All information provided by the Employer under this section shall be transmitted to the Union in a common, commercially available electronic format specified by the Union. Should the Union require additional and reasonable information, the Employer shall make a good faith effort to provide the requested information in a timely manner.

SECTION 2.5 COPE DEDUCTION

The Employer agrees to deduct from the monthly pay of each employee who has authorized it an amount the employee voluntarily authorizes for political purposes. The amount(s) deducted shall be transmitted monthly to the Union, and the Union shall refund any amount(s) remitted to it in

error.

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 1 will be sent to the Union, and job announcements will be posted on designated bulletin boards at each central worksite. 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 employees 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.

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

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 (1½) times the employee's regular hourly rate of pay. All work performed on holidays shall be recognized as overtime-eligible. Administrative time, union leave, PTO and paid standby time will be recognized as time worked for purposes of overtime calculation.

SECTION 5.4 ADMINISTRATIVE LEAVE RATE

Except as specifically provided in this Agreement, employees shall be paid for all work hours at his/her regular rate of pay. Employees placed on paid Administrative Leave shall be paid at their regular hourly rate of pay.

SECTION 5.5 REPORT-FOR-ASSIGNMENT PAY

If an employee arrives at work and is sent home because of a lack of work, they shall receive three (3) hours pay.

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.

SECTION 6.2 WAGE PROGRESSION

Employees shall advance along the wage scale based upon calendar days or calendar 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, 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 cent (\$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 Fidelis 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 fulltime bargaining unit employees:

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

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 for sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have

applied.

If eligible non-exempt employees 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.

Employees who are assigned on an hourly basis to work on holidays shall receive their regular rate of pay calculated at over-time pay rate of time-and-a-half regular pay (1.5X) for hours worked on those days.

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 Multi-Employer 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, 2014, the Employer shall contribute two dollars and twenty-one cents (\$2.21) 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 Employer and the Union will work with the Trust to ensure, that in the future, the Trust has sole responsibility 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 Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. Ongoing costs for deduction of home care worker premiums for health care shall be paid by the Employer.

8.2.4 Employee Premium Deduction Authorization

The Trust shall determine the appropriate level of contribution, if any, by eligible 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 Fidelis 401-K

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

8.4.2 Development of a Retirements Benefits Trust for PCAs

The parties will jointly initiate a multi-employer Taft-Hartley Trust for the purpose of providing retirement benefits to unionized home care workers identified in Section 8.3 in Washington State.

Effective, June 1, 2013 the Employer will begin contributing twenty-five (25) cents per hour for each hour provided or paid in the Employers PCA and/ or voluntary Ambassador programs).

8.4.2.1 Contributions

Effective, June 1, 2013 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.

8.4.3 Research and Staff Support

The Union shall, through its national benefits staff, arrange for research and staff support to the parties to support the joint effort of the parties to develop this new model of retirement benefits.

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

Fidelis 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 it's service area on a quarterly basis or more often by mutual arrangement of the parties. After the union has complete it's 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:

- a. 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.
- b. 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.

c. 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. 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.

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

Should any section of this Agreement or any addenda thereto be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby. In the event the Employer and the Union are unable to mutually agree upon language to replace that held invalid by law or tribunal, the parties agree to resolve their disagreement through arbitration.

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 (3) 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 employers 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.

23.1.1 Definitions

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

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.

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. 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

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.

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

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 nine two (4.92) hours per paycheck. (16 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.

Employees shall not accrue more than one (1) year's PTO as of their anniversary date. (For example, at an employee's second anniversary of employment, the employee should have used the

first year's PTO accrual of nineteen (19) days and show not more than the second year's PTO accrual of twenty-four (24) days on the books.) 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.

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 (4) day.

ARTICLE 24: TERM OF AGREEMENT

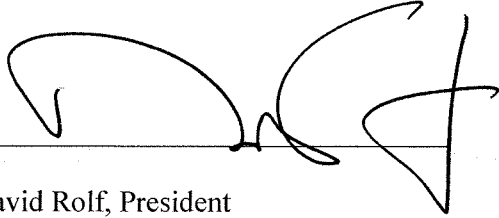
This Agreement shall become effective upon ratification, and shall remain in effect through June 30, 2017.

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.

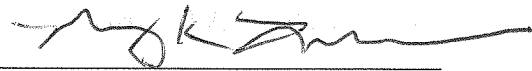
For SEIU 775



David Rolf, President

Date: 4/30/2015

For Fidelis Washington



Toby Thomas, CFO
Treasurer

Date: 4/30/15

APPENDIX A: WAGE RATES

Home Care Givers -Effective 7/1/2014

- Shall proceed on the scale on their anniversary date.

| Year | Rate |
|--------|---------|
| Start | \$11.33 |
| 90 | \$11.54 |
| 1 Year | \$11.74 |

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.

The following steps identified in the WCA shall be applicable at such time as when a caregiver achieves such range based on hours of service delivered to members pursuant to and payable under their employment with Fidelis.

| Hours | Rate |
|---------------|---------|
| 4001-6000 | \$11.94 |
| 6001-8000 | \$12.08 |
| 8001-10,000 | \$12.25 |
| 10,001-12,000 | \$12.41 |
| 12,001-14,000 | \$12.58 |
| 14,001-16,000 | \$15.08 |
| 16,000 plus | \$15.08 |

FIDELIS - CLINIC AND FULL TIME PAY SCHEDULE

| | Base | 90 days | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Patient Service Representative | \$15.78 | \$16.40 | \$16.90 | \$17.40 | \$17.93 | \$18.46 | \$19.02 | \$19.59 | \$20.18 | \$20.79 | \$21.41 | \$22.04 |
| MA / Phlebotomist | \$15.55 | \$16.18 | \$16.67 | \$17.16 | \$17.68 | \$18.21 | \$18.76 | \$19.31 | \$19.89 | \$20.49 | \$21.11 | \$21.74 |
| Administrative Supervisor | \$16.75 | \$17.42 | \$17.95 | \$18.48 | \$19.04 | \$19.60 | \$20.20 | \$20.80 | \$21.42 | \$22.07 | \$22.74 | \$23.41 |
| Billing Clerk | \$16.99 | \$17.66 | \$18.20 | \$18.75 | \$19.30 | \$19.89 | \$20.48 | \$21.10 | \$21.73 | \$22.38 | \$23.05 | \$23.75 |
| 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 | \$15.15 | \$15.76 | \$16.23 | \$16.72 | \$17.22 | \$17.74 | \$18.26 | \$18.82 | \$19.38 | \$19.96 | \$20.57 | \$21.18 |
| MA / Intake Coordinator | \$24.24 | \$25.21 | \$25.97 | \$26.75 | \$27.54 | \$28.37 | \$29.23 | \$30.10 | \$31.01 | \$31.94 | \$32.90 | \$33.88 |
| Community Liaison | \$777.70 | \$808.81 | \$833.07 | \$858.07 | \$883.81 | \$910.32 | \$937.63 | \$965.76 | \$994.73 | \$1,024.57 | \$1,055.31 | \$1,086.97 |
| Sales Coordinator | \$777.70 | \$808.81 | \$833.07 | \$858.07 | \$883.81 | \$910.32 | \$937.63 | \$965.76 | \$994.73 | \$1,024.57 | \$1,055.31 | \$1,086.97 |
| Social Worker | \$996.87 | \$1,036.74 | \$1,067.84 | \$1,099.88 | \$1,132.88 | \$1,166.86 | \$1,201.87 | \$1,237.93 | \$1,275.06 | \$1,313.31 | \$1,352.71 | \$1,393.30 |
| Patient Experience Coordinator | \$1,127.16 | \$1,172.25 | \$1,207.41 | \$1,243.63 | \$1,280.94 | \$1,319.37 | \$1,358.96 | \$1,399.72 | \$1,441.71 | \$1,484.96 | \$1,529.51 | \$1,575.40 |

Memorandum of Understanding

In reference to Article 6, Wages, the parties, Concerto (Employer) and SEIU775 (Union) have entered into negotiations which impact the July 1, 2014-June 30, 2017 Collective Bargaining Agreement.

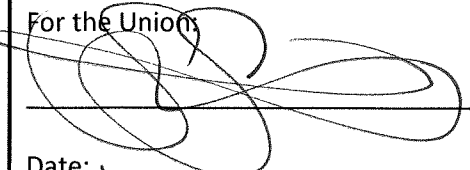
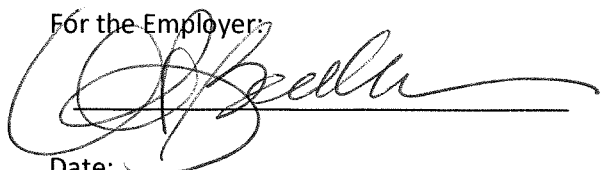
In order to pay wages which meet the requirements set forth in the Seattle Minimum Wage Ordinance, the parties agree to the following:

- Effective January 1, 2017, the wage scales for all employees, working within Seattle city limits will be:

| Year | Rate |
|----------|-----------------------|
| Start | \$13.00 50 |
| 90 Days* | \$13.50 |
| 1 Year | \$14 5.00 |

Applicable to new hires only.

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

| | |
|---|---|
| Tentatively Agreed To: | |
| For the Union:  | For the Employer:  |
| Date: <u>14 Dec 2016</u> | Date: <u>12/14/16</u> |

APPENDIX B (OTHER CLASSIFICATIONS TBD)

Caregiver Ambassador, Fidelis SecureHome

This appendix details the initial conditions of employment for the initial union employees of Fidelis Washington. Conditions not addressed below are addressed in the Collective Bargaining Agreement.

Job Description Responsibilities

- Knock doors, invite IP Caregivers to attend weekly orientation meetings
- Permitted to work either or both AM/PM shifts (10 AM- 2 PM and 2 PM – 6 PM)
- Permitted to record hours spent on phone following up with IP Caregivers who the Ambassador has invited to an orientation meeting
- Average hours per Caregiver Ambassador: 20
- Routes created and assigned by Fidelis.
- Each route has 30 names.
- Ambassador typically knocks on approximately 20 of the 30 doors.

Status: Hourly Employee

This campaign is expected to last 90-120 days. All positions are temporary

Pay rate:

Hourly rate per Appendix A

\$10.00 Per IP Caregiver recruited to our weekly orientation meetings

Additional bonus:

If a Caregiver Ambassador reaches a total of 50 or more IP Caregivers who attend an orientation, that Ambassador will be provided the use of a “smart phone”, with service including data and domestic calling plans, for the remainder of the year following the first date of employment. At the end of that year, the Ambassador will take ownership of the phone, but they will be responsible for any service plan needed to keep the phone active.

Expenses: Cell phone with GPS and contacts is provided

Mileage: Effective 10/1/12 the Employer will pay mileage for employees from the office to their and through their routes.

All supplies and collateral (printed material, door hangers, clip boards) provided by Fidelis.

Weingarten Rights

Rule 1: The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options. The employer must: grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; deny the request and end the interview immediately; or give the employee a choice of having the interview without representation or ending the interview.

Rule 3: If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

WEINGARTEN Statement

(If called to a meeting with management, read the following or present this statement to management when the meeting begins.)

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.



**215 Columbia St.
Seattle, WA 98104
www.seiu775.org**

Call our Member Resource Center toll-free at 1.866.371.3200