

Collective Bargaining Agreement

between

SEIU 775

and

Concerto Healthcare of Washington, Inc.

Effective July 1 , 2019 to June 30, 2021

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ARTICLE 1: RECOGNITION

ConcertoHealthcare 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 the Employer's non-supervisory employees in the State of Washington: Patient Service Representative, Patient Service Representative II, Medical Assistant, Medical Assistant II, Medical Records Clerk, Referral Coordinator, Clinical Field Team Coordinator, Administrative Field Team Coordinator, Pharmacy Technician, and Patient Engagement Specialist.

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 no later than thirty (30) days prior to the expected date of discharge. 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

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 the 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 may 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 the Employer. The Employer shall provide a roster of all bargaining unit employees to the Union on a monthly basis and in a secure manner. 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. The 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 covered 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. When the Employer wishes to change a job description for the employees covered by this agreement at any time, it shall notify the Union at least fourteen (14) calendar days prior to the effective date of the desired new job description. The Labor/Management Committee shall meet to review and adopt proposed changes when necessary.

SECTION 3.2 PERSONNEL FILES

The employee has access to the contents of his/her personnel file kept by Human Resources at any time, and may request directly from the Employer a copy of his/her file to be provided within fourteen (14) calendar days from the date of the request.

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, including any corrective action taken against them they do not agree with. 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 Concerto Healthcare of Washington, Inc. 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 and common areas' bulletin boards. Postings will be

available for no less than seven (7) calendar days, and shall include position requirements, minimum qualifications, substitute, 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 requirement 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 of the bargaining unit. The Labor and Management Committee shall approve the structure and content of the performance evaluation form that the Employer will use.

SECTION 3.5 EMPLOYEE ADDRESSES AND PHONE NUMBERS

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 Employer 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 Employer 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 Employer time, on Employer property, in Employer vehicles and at worksites (including telecommuting worksites) assigned by the Employer; 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 Employer 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 Employer 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 Employer to manage and direct its employees and operations.

From time to time, the Employer in its discretion may adopt such rules and regulations for the conduct of the Employer's business as the Employer 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

Employees shall have a set shift and schedule.

SECTION 4.2 POSTING

Schedule changes shall be communicated at least two (2) business 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. 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 and be counted as overtime if it meets the overtime over forty (40) hours per week-threshold.

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 will 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 anniversary date of service with the Employer under the current classification.

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

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 (\$0.50) cents per hour.

SECTION 6.5 PAY DAYS

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

SECTION 6.6 LABOR AND INDUSTRIES (L&I) WORKER CONTRIBUTIONS

The Employer will assume all costs associated with L&I insurance payments.

SECTION 6.7 WORKING CLASSIFICATIONS

From time to time, employees will be asked to perform duties outside of their usual job descriptions. An employee asked to work outside of his or her job description for longer than two hours will be paid at the higher rate of pay.

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

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.

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

SECTION 8.3 HEALTH INSURANCE - FULL TIME EMPLOYEES

The Employer will provide comprehensive health insurance with family options to regular fulltime employees consistent with the benefits structure by the Employer. The Employer shall pay between 68% to 80% of the health insurance premiums for all bargaining unit employees.

Prior to implementing any substantial and material change in insured benefits, the Employer shall meet with the Union to discuss the changes, provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. If the Employer's foregoing modification results in less total compensation for employees in the bargaining unit, the Employer shall bargain the changes with the Union.

SECTION 8.4 RETIREMENT

8.4.1 EMPLOYER 401(K)

The Employer shall offer a comprehensive 401(k) plan to all bargaining unit employees and shall notify the Union at least 30 days prior to implementing any changes. The Employer will match one hundred percent (100%) of up to four percent (4%) of the employee's contribution to his/her 401(k) plan.

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 GenderIdentity (or perceived gender or gender identity)
- Sexual Orientation or perceived sexual orientation
- Disability, physical or mental (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 membership or Union Activity
- Ethnicity
- Veteran Status
- Other characteristics or considerations made unlawful by Federal, State or Local law or by Government agency regulations.

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.

SECTION 12.2 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.

SECTION 12.3 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 12.4 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 12.5 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 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 12.6 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. The Employer will provide the Union with three days' notice of new employee orientations. 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. For this purpose, the Employer will send the Union organizer and worksite leader a list of new bargaining unit employees on a weekly basis.

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 12.7 PAYROLL WEBSITE

The Employer shall make payroll information accessible via the intranet.

ARTICLE 13: SENIORITY

SECTION 13.1 GENERAL

Employees completing the Introductory or probation period, shall be credited with seniority retroactive to date of hire. Seniority shall be defined as the length of continuous service with the Employer 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 due to lack of work, the least senior employee(s) in the affected classification shall be laid off first given that all other qualifications are equal.

The Employer agrees to provide two (2) weeks' notice of layoff or pay in lieu of to the 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. 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 for disciplinary action by the Employer and shall be issued to the employee no later than twenty-one (21) calendar days from the date of the infraction or the date in which the Employer became knowledgeable of the infraction.

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 e-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 on 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 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 if there is no response from the Employer. 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 with a memorialization of the resolution in writing. Disputes resolved at this level shall be final and binding unless inconsistent with this Agreement but shall not form precedent for any future 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, clearly setting forth the facts in dispute. The grievance shall be submitted by the employee (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 from the date of the grievance meeting, the Union has the right to advance the grievance to Step 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): HR PARTNER

The HR Partner 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 the HR Partner. If the resolution proposed by the HR Partner is unacceptable, or should the HR Partner 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 HR Partner's response or from the date the response was due at Step 3.

SECTION 15.7 OPTIONAL 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 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 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

The decision to grant a leave of absence without pay shall be at the discretion of the Employer. The Employer shall grant leaves of absence without pay for the following reasons and lengths of time, with proper documentation. Family and Medical leave can also be accessed on an intermittent basis.

TYPE OF LEAVE	TIME
Family leave as provided by law, inclusive of the Washington Paid Family and Medical Leave (WPFML)	Three (3) 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, will 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 considered for reinstatement at the end of the leave, provided the employee is able to perform the work, unless otherwise protected by law. If the employee does not return to work at the end of the approved leave, it will be considered job abandonment. If the employee returns after the agreed upon date, the Employer will assign the employee to a position comparable to that held 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

Employees are eligible for up to five (5) days of paid funeral or bereavement leave for immediate family members (spouse, live-in-life partner, child, step-child, parents, step-parents, siblings, grandparents, grandchild) or up to three (3) days for extended family (step-siblings, and in-laws). 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 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.

All employees covered under this Collective Bargaining Agreement are eligible for jury duty pay.

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 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, Concerto Healthcare of Washington, Inc. will grant up to two (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 (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 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

No changes to this Agreement may be made as a result of a Labor/Management Committee. However, any issues discussed and agreed upon by both parties of the committee, shall be memorialized in writing for future reference.

ARTICLE 20: HOMECARE ADVOCACY DAY

The Employer agrees to grant up to two (2) 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 the Union and agreed upon by the employer for Public Advocacy Days. Requests for additional days may be granted on a branch by branch basis and such requests shall not be unreasonably denied by the employer.

Public Advocacy Days are for the general purpose of public action and advocacy to any state or federal government, legislature or congress on beneficial legislation, as agreed to by both parties.

The local Union shall designate in writing to the Employer the Employees requesting such leave at least thirty (30) calendar days in advance. Leave requests shall take patients' needs into consideration but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests.

Employees on paid leave for Public Advocacy 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 patients with dignity, respect, and fairness.

No employees shall suffer from any type of harassment, sexual or otherwise, and must report to an Employer's Human Resources representative of any incidents of harassment as soon as possible. The employer, in turn, must notify the union no later than in three (3)

business days of the allegation of harassment made by the employee covered by this Agreement and of their findings investigating the complaint.

SECTION 21.1 HARASSMENT

- Harassment is conduct relating to an individual's race, color, religion, sex (including pregnancy or pregnancy related conditions), national origin, citizenship, age, protected disability, veteran status, or any other protected status in accordance with applicable federal, state or local laws which has the purpose or effect of:
- Creating an intimidating, hostile, or offensive work environment;
- Unreasonably interfering with an individual's work performance; or
- Adversely affecting an individual's employment opportunities.

By way of illustration only, and not limitation, such prohibited harassment includes:

- Verbal conduct: degrading jokes, comments or innuendos relating to a person's identity, slurs, sexual innuendos, suggestive comments, sexually graphic comments, unwanted sexual propositions, threats, intimidation or other menacing behavior.
- Non-verbal conduct: degrading, demeaning or sexually suggestive objects, pictures, cartoons, drawing, graffiti, cards, posters, text messages, videos, or social media posts; suggestive sounds or obscene gestures.
- Physical conduct: unnecessary and unwanted touching, impeding or blocking movements, physical interference with normal work or movement, or assault.

This prohibits managers, supervisors, and employees from harassing coworkers, patients, vendors, suppliers, independent contractors and others doing business with the company. It likewise prohibits its patients, vendors, suppliers, independent contractors and others doing business with the company from harassing employees.

SECTION 21.2 SEXUAL HARASSMENT

Sexual harassment is a form of prohibited harassment that occurs when the types of verbal and physical conduct described above are sexual in nature or directed at a person because of gender when a) submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or b) such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

Examples of prohibited sexual harassment include, but are not limited to:

- Unwanted sexual advances, flirtations, or repeated requests for dates;
- Verbal sexual advances, propositions, requests, or comments;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, invitations, or sexually-oriented kidding or teasing;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or pictures, cartoons or posters;
- Sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media;

- Offering an employment benefit (such as a raise, promotion or career advancement) conditioned on an employee granting sexual favors to, or having a romantic relationship with, a supervisor or coworker, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity; or
- Physical conduct, such as touching, groping, assault, or blocking movement.

This prohibits managers, supervisors, and employees from harassing coworkers, patients, vendors, suppliers, independent contractors and other doing business with the company. It likewise prohibits its patients, vendors, suppliers, independent contractors and others doing business with the company from harassing employees.

SECTION 21.3 VIOLENCE IN THE WORKPLACE

Threats, threatening behavior, or acts of violence by or against employees, visitors, patients, vendors, independent contractors, or others doing business with the company will not be tolerated. Such actions include but are not limited to: verbal or physical harassment or abuse, attempts at intimidation, sabotage, destruction of property, menacing gestures, possession of weapons, stalking, coercion, pushing or shoving, horseplay, or other hostile, aggressive, harmful and destructive actions.

Some employees are known to be at risk because they are subject to violence, threats, or harassment from a current or former client, spouse, partner, or another non-employee. Human Resource and/or the supervisor will work with at-risk employees to develop safety plans that address the specific risks the employee faces while at work.

Victims of violent incidents in the workplace might have to contend with a variety of medical, psychological, and legal consequences. The Employer shall work with victims of workplace violence by:

- Referring victims to an Employee Assistance Program (EAP), appropriate community resources, such as medical centers, counseling services, victim advocacy groups, legal aid, and domestic violence shelters;
- Providing flexible work hours or short-term or extended leave as required by leave policies;
- Cooperating with law enforcement personnel in the investigation of the crime and the prosecution of the offender; and
- Providing a debriefing for employees, where appropriate, within two business days after a serious violent occurrence to explain what happened and what steps are being taken by the company to support affected employees.

SECTION 21.4 NO RETALIATION

The Employer takes all complaints of unlawful discrimination and harassment seriously and will not retaliate, or allow retaliation, against employees for complaining of discrimination or harassment, assisting in an investigation related to harassment or discrimination, or filing an administrative charge or lawsuit alleging discrimination or harassment. Employees and applicants shall not be subject to harassment, threats, coercion or discrimination because

they filed a complaint, participated in an investigation, or exercised any other right protected by federal, state, or local law.

SECTION 21.5 CONFIDENTIALITY

All complaints of harassment or discrimination reported to management or Human Resources will be treated as confidentially as possible, except as needed to conduct a fair investigation. The investigation will include a private interview with the person filing the complaint and with witnesses, to the extent deemed necessary.

ARTICLE 22: HEALTH AND SAFETY

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

If an employee believes he or she is not in a safe or healthy work environment, it should be notified to the Employer's Human Resources Representative as soon as possible. The Employer, in turn, must notify the Union within three (3) business days of the complaint and of their investigation and findings.

ARTICLE 23: PAID TIME OFF (PTO)

SECTION 23.1 ACCRUAL AND USE OF PAID TIME OFF

Employees may schedule accrued PTO in increments of two (2) hours or more and employees may accumulate a maximum of one hundred and forty (140) hours at the first tier of accrual and one hundred and ninety six (196) hours of Paid Time Off for the second tier accrual. Employees wishing to use accrued PTO must arrange requests with their supervisor with as much time in advance as possible to help the employer with the facilitation of coverage. 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 or manager in writing.

Supervisors or managers 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 PTO hours for purposes of illness, or for any other reason when previously approved by their supervisor or manager.

The employer may elect to deny a previously approved PTO request, if the employee does not have adequate time in his/her balance to cover the duration of the time off. Exceptions may be made on a case by case basis in partnership and pre-approval from Human Resources.

SECTION 23.2 ACCRUAL RATES

PTO is accrued as follows:

- On the first day of Employment through the end of the fourth year of employment– five point three eight (5.38) hours per paycheck (17.5 days per year) or 0.0673 hours per every hour worked.
- First day of the fifth year of Employment- seven point five three (7.53) hours per paycheck (24.5 days per year) or 0.094 hours per every hour worked.
- Regular part time employees shall accrue PTO on a pro-rata basis at the rate described above.
- 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 23.3 NOTIFICATION

Employees must notify their 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 pay for that day.

Employees will have access to use and be paid for ESL hours that are accrued and banked at the time of the ratification of this agreement with the requirement of a doctor’s note.

PTO hours are capped at the maximum number of hours per year described above, but unused hours will rollover from year to year.

PTO hours will be cashed out for employees at the time of separation from employment at a maximum of one hundred and twenty (120) hours.

No benefits currently enjoyed by employees will be lost as result of this agreement.

ARTICLE 24: TERM OF AGREEMENT

This Agreement shall become effective upon ratification and shall remain in effect through June 30 , 2021.

If the parties to this Agreement are still in negotiations for a successor Agreement as of June 30, 2021, 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.

Once the parties have reached a final Agreement and the ratification of such is ratified by the members of the Union, all the economic benefits of this agreement shall be paid retroactively to July 1, 2019.

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 Patient 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. All payroll payments will be made to employees electronically or manual check. Pay stubs will be maintained and distributed in an electronic format. Any reference to "paycheck" in this Agreement shall mean the direct deposit or manual check and/or the associated electronic payroll statement.

WAGE SCALE

		Base	1	2	3	4	5	6	7	8	9	10
Patient Service Representative	2019	\$ 17.85	\$ 18.91	\$ 19.38	\$ 19.96	\$ 20.55	\$ 21.17	\$ 21.80	\$ 22.44	\$ 23.11	\$ 23.80	\$ 24.48
	2020	\$ 18.21	\$ 19.29	\$ 19.77	\$ 20.36	\$ 20.96	\$ 21.59	\$ 22.23	\$ 22.89	\$ 23.58	\$ 24.27	\$ 24.97
Patient Service Representative II	2019	\$ 19.38	\$ 20.55	\$ 21.18	\$ 21.81	\$ 22.44	\$ 23.13	\$ 23.84	\$ 24.48	\$ 25.21	\$ 25.97	\$ 26.74
	2020	\$ 19.77	\$ 20.96	\$ 21.60	\$ 22.24	\$ 22.89	\$ 23.60	\$ 24.31	\$ 24.97	\$ 25.72	\$ 26.49	\$ 27.28
Medical Assistant	2019	\$ 20.20	\$ 21.42	\$ 22.07	\$ 22.73	\$ 23.46	\$ 24.17	\$ 24.89	\$ 25.60	\$ 26.37	\$ 27.13	\$ 27.95
	2020	\$ 20.60	\$ 21.85	\$ 22.51	\$ 23.18	\$ 23.93	\$ 24.66	\$ 25.39	\$ 26.11	\$ 26.89	\$ 27.67	\$ 28.51
Medical Assistant II (Clinical Field Team Coordinator)	2019	\$ 21.73	\$ 23.11	\$ 23.80	\$ 24.48	\$ 25.26	\$ 26.01	\$ 26.78	\$ 27.54	\$ 28.36	\$ 29.21	\$ 30.09
	2020	\$ 22.16	\$ 23.58	\$ 24.27	\$ 24.97	\$ 25.76	\$ 26.53	\$ 27.31	\$ 28.09	\$ 28.92	\$ 29.80	\$ 30.69
Medical Records Clerk	2019	\$ 17.34	\$ 18.39	\$ 18.95	\$ 19.51	\$ 19.45	\$ 20.70	\$ 21.32	\$ 21.97	\$ 22.62	\$ 23.31	\$ 24.00
	2020	\$ 17.69	\$ 18.76	\$ 19.33	\$ 19.90	\$ 19.84	\$ 21.11	\$ 21.74	\$ 22.41	\$ 23.08	\$ 23.77	\$ 24.48
Referral Coordinator	2019	\$ 18.87	\$ 19.96	\$ 20.56	\$ 21.18	\$ 21.81	\$ 22.46	\$ 23.14	\$ 23.84	\$ 24.55	\$ 25.29	\$ 26.04
	2020	\$ 19.25	\$ 20.36	\$ 20.97	\$ 21.60	\$ 22.24	\$ 22.91	\$ 23.61	\$ 24.31	\$ 25.04	\$ 25.79	\$ 26.56
Pharmacy Technician	2019	\$ 19.38	\$ 20.55	\$ 21.18	\$ 21.81	\$ 22.44	\$ 23.13	\$ 23.84	\$ 24.48	\$ 25.21	\$ 25.97	\$ 26.74
	2020	\$ 19.77	\$ 20.96	\$ 21.60	\$ 22.24	\$ 22.89	\$ 23.60	\$ 24.31	\$ 24.97	\$ 25.72	\$ 26.49	\$ 27.28
Patient Engagement Specialist	2019	\$ 18.87	\$ 19.96	\$ 20.56	\$ 21.18	\$ 21.81	\$ 22.46	\$ 23.14	\$ 23.84	\$ 24.55	\$ 25.29	\$ 26.04
	2020	\$ 19.25	\$ 20.36	\$ 20.97	\$ 21.60	\$ 22.24	\$ 22.91	\$ 23.61	\$ 24.31	\$ 25.04	\$ 25.79	\$ 26.56
Administrative Field Team Coordinator (Former Field Team Coordinator)	2019	\$ 19.38	\$ 20.55	\$ 21.18	\$ 21.81	\$ 22.44	\$ 23.13	\$ 23.84	\$ 24.48	\$ 25.21	\$ 25.97	\$ 26.74
	2020	\$ 19.77	\$ 20.96	\$ 21.60	\$ 22.24	\$ 22.89	\$ 23.60	\$ 24.31	\$ 24.97	\$ 25.72	\$ 26.49	\$ 27.28

*This is a two percent (2%) increase per year for all positions.

For SEIU 775

Sterling Harders, President

Date

For Concerto Healthcare of Washington, Inc.

Jennifer Bryant, Senior Vice President and General Counsel

Date