

**Collective Bargaining Agreement**

**Between**

**MSEA Maine Service Employees Association**

**And**

**Planned Parenthood of Northern New England**

**September 19, 2021 through September 1, 2024**

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## Article 101 – Recognition

The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and per diem employees of the Employer who have a home worksite in the State of Maine, except for managerial employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act. The parties also agree that volunteers and temporary employees will not be included in the bargaining unit. Of the classifications established as of the date of this Agreement, the classifications included in the bargaining unit are those classifications listed in Appendix A.

No provision of this Agreement precludes the Employer's use of volunteers. The parties agree that this Agreement does not apply to any employees who do not have a home worksite in the State of Maine.

When a new job classification for a position with a Maine home worksite is established, it will be included in the bargaining unit unless it describes an employee who is a guard or a managerial, confidential, or supervisory employee. At the request of either party, the parties will meet to bargain the appropriate wage rate for the new classification.

### APPENDIX A: Classifications List:

Accounting Associate/Accounts Payable  
Administrative Coordinator  
Advanced Practice Clinician Float I  
Advanced Practice Clinician Float II  
Advanced Practice Clinician Float III  
Advanced Practice Clinician I  
Advanced Practice Clinician II  
Advanced Practice Clinician III  
Advocacy Manager  
Assistant Site Manager  
BlueMail Processor  
Call Center Associate  
Campus Organizer  
Centralized Clinical Support Associate  
Centralized Referral Care Coordinator  
Communications Manager  
Data Analyst  
Development Coordinator  
Digital Organizer  
Director of Governmental Grants  
Donor Relations Engagement Coord  
Development Database Operations Manager  
Education Coordinator  
Float and Telehealth Program Manager  
Health Care Associate I  
Health Care Associate II  
Health Care Associate III

Health Care Associate Telehealth Specialist  
Integrated Behavioral Health Social Worker  
Lab Manager & Technologist  
Lead Centralized Clinical Support Associate (CCSA)  
Lead Health Care Associate  
Lead Integrated Behavioral Health Social Worker  
Lead Patient Accounts Associate  
Marketing Graphic Design Coordinator  
Pharmacy Bill Coordinator  
Philanthropy Officer  
Philanthropy Associate  
Physician Contracted  
Population Health Program Manager  
Public Affairs Compliance Action Fund Board Coordinator  
Public Affairs Organizer  
Patient Accounts Associate II  
Patient Accounts Associate II Self-Pay Accounts Receivable  
Regional Public Affairs Organizer  
Senior Public Affairs Organizer  
Strategic Partnership & Prop 5 Coalition Manager  
Supply Chain Coordinator  
Training & Operations Specialist

### **Article 102 - Union Security**

- A. PPNNE and the union recognize the right of any Bargaining unit member to become and remain a member of the union or to refrain from becoming and/or remaining a member of the union, and neither party will interfere with any staff in the exercise of that right.
- B. Each bargaining unit member shall, as a condition of employment, beginning on the thirtieth (30) calendar day following either the commencement of employment or the effective date of this agreement, whichever is later, either be a dues paying member of the union or pay a service fee to the union. A bargaining unit employee who fails to either choose to become a union member or an agency fee payer as required by this Article shall, within ten (10) business days, following receipt of a written notice from the union requesting their discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered.
- C. PPNNE agrees to deduct union Dues, Initiation Fees and/or Agency Service Fees from the wages of each bargaining unit employee and forward such dues to the union bank account by wire transfer on a monthly basis, subject to the provisions of this Article.
- D. The union shall designate the same, specific dollar amount for each bargaining unit employee and/or fixed percentage of base wage rate for union Dues, Initiation Fees and/or Agency Service Fees in writing to the PPNNE on an annual basis prior to December 1 of each year. The designations cannot be changed during the calendar year for which they apply.

E. Upon receipt of a written authorization signed and dated by a bargaining unit employee, PPNNE shall deduct, from the bargaining unit employee's pay, the appropriate Union Dues, Agency Service Fees and/or Initiation Fees payable by the bargaining unit employee to the union during the period provided for in the authorization. The dues check-off authorization may be revoked by the bargaining unit employee by submitting a written revocation to the union and/ or PPNNE. Said revocation shall be in effect on the date of receipt by the union or PPNNE or the day after the revocation is mailed to the union or PPNNE, whichever is sooner.

F. Deductions shall be made based on the bargaining unit employee's pay cycle.

G. PPNNE shall not be required to make deductions with respect to any bargaining unit employee for a payroll period in which the bargaining unit employee:

1. Is in an unpaid leave status for the pay period;
2. Is receiving Workers' Compensation, Unemployment Compensation or disability benefits for the pay period; or
3. Has a net pay before any voluntary deductions other than for benefits such as health, life, dental, vision, disability insurance, or retirement benefits, which is less than the amount of PPNNE Dues, Agency Service Fees or Initiation Fees to be deducted.

Regardless of the above, it is understood that all CTO payments are subject to the Union dues deductions, just as dues are normally taken from paid CTO. It is also understood that bargaining unit employees on partial disability will pay dues on all hours actually worked and on all other paid non-disability hours.

H. The Union will hold PPNNE harmless and indemnify the PPNNE for any costs, damages or liabilities, including, but not limited to, reasonable litigation costs and attorneys' fees, incurred by the PPNNE as a result of this Article.

I. On a monthly basis, PPNNE shall provide the Union with a status change report.

J. The Union shall have exclusive rights to payroll deduction of membership dues, service fees, and premiums for current Union sponsored insurance programs, and voluntary contributions to Political Action by Service Employees and Retirees ("PASER"). Deductions for other Union programs may be mutually agreed to by the parties.

### **Article 103 - Management Rights**

1. Except as specifically limited by this Agreement, all management functions and responsibilities, whether or not possessed or exercised by PPNNE prior to execution of this Agreement are reserved exclusively to PPNNE. The exercise of the functions and responsibilities set forth in this Article shall be neither arbitrary nor capricious.
2. The management functions and responsibilities referred to in Section 1 above shall include, but not be limited to, the right:

- to determine qualifications, eligibility and licensure requirements of bargaining unit positions;
- to conduct interviews, or not, and to determine who gets to participate in the interview process;
- to make hiring decisions;
- to conduct background checks when required by law;
- to require physical and/or medical examination of employees;
- to perform evaluations and establish evaluation procedures;
- to determine performance standards and productivity requirements;
- to determine teaching and all other professional standards;
- to determine assignment of administrative time;
- to determine notice time for changes in employment status;
- to discipline and discharge bargaining unit employees for just cause;
- to lay off, assign, transfer, promote and demote employees;
- to determine and change shifts, starting and quitting times, number of hours to be worked, and whether or not to use a time clock;
- to determine meal and break times and duration, meeting times, on call times and requirements;
- to require overtime, work on holidays, and time -off;
- to require protecting of proprietary information;
- to organize, enlarge, reduce or discontinue a function, position, department, or location;
- to determine whether any part of the whole organization shall continue to operate;
- to determine the size and composition of the work force at any single location;
- to determine the number and location of offices, buildings, facilities and physical plant;
- to require employees to use new technology, tools, equipment or labor saving devices;
- to establish new jobs or change job content;
- to determine the standards of service to be provided;
- to establish, change, administer and enforce work rules, policies and procedures relating to the job duties performed by bargaining unit employees;
- to determine training needs, and how and when personnel shall be trained;
- to provide, eliminate or change terms of benefits offered by PPNNE;
- to determine the manner, means and methods by which all operations of PPNNE shall be carried out;
- and to take such other action as PPNNE deems necessary to maintain the efficiency of its operations.

3. All management functions and responsibilities specifically reserved to PPNNE in this Agreement are retained by and vested exclusively in PPNNE. PPNNE's exercise of any management right or function in a particular manner shall not preclude PPNNE from exercising the same in any other manner which does not expressly violate a specific provision of this Agreement. PPNNE's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise the same.
4. None of the provisions of this Agreement shall operate to preclude PPNNE from taking such action, as it deems necessary for the care and protection of patients, employees, equipment and facilities in the event of an emergency.

#### **Article 104 - No Strike/No Lockout**

There shall be no strikes or lockouts during the term of this Agreement unless negotiated as part of individual articles of this agreement.

The Union will not call or sanction any strike, sympathy strike, slowdown, sickout, or other concerted stoppage of work, or engage in any picketing at any facility where PPNNE employees work during the period of this Agreement. PPNNE agrees that there will not be a lockout of bargaining unit employees during the period of this Agreement.

#### **Article 105 – Separability**

If any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction or through government regulations or decree, that decision will not invalidate the entire Agreement, it being the express intention of the parties that all other provisions not declared invalid will remain in full force and effect. In the event of such occurrence, the parties will meet promptly to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid to conform such provision to state and/or federal law.

#### **Article 106 - Duration**

This Agreement shall be for the period from September 19, 2021 until September 1, 2024, and the terms and conditions shall become effective on the date of the execution of the Agreement, unless otherwise specified in this Agreement.

The party wishing to modify this Agreement shall serve written notice to the other party by registered mail no later than ninety (90) calendar days prior to the expiration date.

#### **Article 107 - Successorship**

Application of Agreement to Successors - Obligation to Notify.

This Agreement shall be binding upon both parties, their successors and assigns. The Employer shall give notice of the existence of this Agreement to any purchaser or transferee. In the event of a sale, merger or transfer of the business of the Employer, the purchaser or transferee shall be bound by this Agreement.

### **Article 108 - Access to Meeting Rooms**

When not required for PPNNE business, conference rooms or other suitable public meeting space will be available without cost for Union meetings related to the Planned Parenthood bargaining unit. Scheduling meeting rooms will occur through the normal facility scheduling process. Use of conference rooms and other meeting space will not be denied for such meetings unless rooms are unavailable when requested; however, if there is an unexpected business need for the room at the scheduled time of use, the Union agrees that PPNNE business has priority and the parties shall collaborate on rescheduling the Union's use of the meeting room. After hours use will be permitted if a bargaining unit employee is designated to lock up and alarm the building at the conclusion of the meeting and the meeting facilitator takes responsibility to monitor the whereabouts of meeting participants. The Union agrees to comply with PPNNE security requirements and conference room use requirements; and the Union agrees to keep such requirements confidential. Union meetings on PPNNE facilities are limited to PPNNE bargaining unit employees and Union representatives. With prior permission, the Union may use the PPNNE facility in Portland for reasons not directly related to the Planned Parenthood bargaining unit.

### **Article 109 – Access to Employer Premises**

Upon reasonable notice and prior arrangement with the head of Human Resources or designee (but with at least 24 hours' advance notice), authorized representatives of the Union will be permitted to enter the facilities operated by the Employer to transact Union business, represent employees, and observe conditions under which employees are employed. Access shall not be unreasonably denied.

Representatives will not interfere with the work of employees or interrupt normal business operations. The Union specifically agrees for itself and the bargaining unit members that bargaining unit members shall not discuss Union or contractual-related issues, or other work-related complaints or grievances with patients, while at work. This provision shall in no way restrict or prohibit employees from talking about the Union, contractual-related issues or other work related complaints or grievances during working time or in work areas where other non-work related subjects may be discussed.

The Union representative will check in with either PPNNE security (Administrative Office) or the Health Center Manager, or designee upon arrival at the facility, and comply with HIPAA and all applicable security, safety and confidentiality requirements while on site. The Union agrees that it will keep such security policies confidential.

### **Article 110 – Bulletin Boards**

The Union may provide a reasonably-sized bulletin board for placement in the break room at each location or at a mutually acceptable location that is accessible to all employees and not in a patient care area. Placement will be coordinated with PPNNE. The bulletin board will be used exclusively for official Union notices. Union postings in the workplace will be limited to these Union designated bulletin boards. Any material posted shall not be demonstrably untrue or personally derogatory and may not contain statements or material that would jeopardize PPNNE's tax exempt status. PPNNE may remove any notices that do not comply with this article.

## **Article 111 – Labor Management Committee**

1. **Transparency and Communication.** Regular and open communication and information-sharing will strengthen our ability to effectively carry out the Employer’s mission. To ensure transparency, the Employer will make any documents relevant to the labor relations process, as established by law, available to employees and the Union upon request. Many of these documents will be posted on the intranet and employees are encouraged to review them.
2. **PPNNE Board Meetings.** At the request of an employee or the Union, the PPNNE Board shall provide an opportunity for the employee or the Union to provide comments to the Board.
3. **Labor Management Committee.** A Labor-Management Committee consisting of 6 persons appointed by the Employer and 2 employees selected by MSEA and 4 employees selected by AFT plus a Union staff from both AFT and MSEA and a Management representative as advisors. The parties will attempt to appoint members who are broadly representative. The Labor-Management Committee’s role is an advisory, rather than a decision-making one. For specific projects, subcommittees may be created, including the right to appoint additional employees.
4. **Purpose of Labor-Management Committee.** The purpose of the LMC is to:
  - A. foster a positive and collaborative relationship between the parties leading to expeditious resolution of issues based on mutual respect and acknowledgement of each party’s legitimate organizational interests,
  - B. advance the mission of the Employer by strengthening employee involvement,
  - C. identify areas in which the central objectives of the Employer and the Unions are congruent, with a view to building a joint program of action, and
  - D. support and provide guidance to health center and department collaboration and problem solving.
5. **Labor-Management Committee Activities.** The committee may make suggestions for improvements in quality of services and other operational issues as well as employee relations, including benefits and safety considerations (emergency preparedness, training/education, program evaluation and improvement, injury/incident reports, and safety inspections). If either Union or Employer members of the committee request to discuss the topic, it will be discussed. Committee meetings are not a substitute for the grievance procedure; and the committee has no authority to settle grievances, modify or waive any provisions of this Agreement or bargain regarding wages, hours, or other terms or conditions of employment. The committee will be provided monthly reports on matters of mutual concern as determined by the committee.
6. **Meetings.** Meetings will be scheduled monthly at regular times established at least one (1) month in advance to allow adequate time for scheduling regular duties. However, the Committee may meet at any time by mutual agreement. Meetings will be held during regular working hours on the Employer’s premises and without loss of pay to participating employees. When meetings are held outside an employee’s regularly scheduled workday, the employee will be compensated for the time. Minutes will be kept; they must be reviewed and approved.

7. The parties recognize a shared desire to work towards creating a more inclusive, equitable, and diverse workplace with improved outcomes for PPNNE patients and communities we serve. The AFT and MSEA together shall have the right to appoint up to three members to PPNNE's Diversity Equity and Inclusion Committee. The DEI Committee will be a collaborative space for shared decision making and to discuss, but not be limited to:

- A. Hiring, orientation and training,
- B. Promotion and skills advancement opportunities,
- C. Educational resources and programming for all staff and volunteers,
- D. Support for staff who work with LEP patients, and
- E. Identify operational areas within PPNNE organization where there could be improvements in DEI.

Discussions on these matters will include an analysis of impact on patients, financial impacts and needs of PPNNE employees.

This body will meet no less than every other month, with the option to meet more frequently if necessary and scheduled by mutual agreement.

### **Article 112 – Grievance and Arbitration**

1. Definition of a Grievance. A grievance is defined as any dispute over the interpretation or application of this Agreement, including corrective action or discharge of an employee (other than an employee in the initial trial service period who may not challenge corrective action or discharge actions under this Agreement).

2. Principles. The goal of the parties is to resolve grievances at the lowest level possible. Employees are encouraged to discuss the subject matter of a potential grievance with their immediate supervisor at any time before filing a written grievance. However, this recommendation does not change the time limits specified in this article for filing a grievance. Grievances may be referred to a higher level or sent back to a lower level by mutual written agreement of the parties.

3. Timelines. When the Employer fails to respond within the timelines specified herein the Union is allowed to submit the grievance to the next level. When the employee or the Union fails to submit the grievance to the next level within the timelines specified herein the grievance is considered withdrawn. The parties may extend timelines by agreement in writing.

4. Group Grievances. The Union, through any employee who is a steward or a non-employee Union representative, may present a group grievance if the occurrence involves more than one (1) employee with a similar grievance. Such grievances will be filed at Step 2 of the Grievance Procedure.

5. Discharge Grievances. All discharge grievances shall be filed at Step 2 of the Grievance Procedure within fourteen (14) days of the effective date of discharge.

6. Grievance Steps.

Step 1. The employee or the Union, through any employee who is a steward or a non-employee union representative, may file a grievance in writing with the immediate supervisor or designee to whom the employee reports, within fifteen (15) days from the occurrence or the time when the employee or the Union should reasonably have been aware of the occurrence giving rise to the grievance. The grievance shall set forth the employee's complaint, the date of the complaint, the article(s) of this Agreement allegedly violated, and the requested remedy. A copy of the grievance should be sent to Human Resources; however, failure to do so does not constitute failure to file. The immediate supervisor or designee will meet with the employee and a Union representative, within seven (7) days of the filing of the grievance. The employee may choose to present the grievance on behalf of themselves. Together, the parties shall attempt to resolve the grievance. The immediate supervisor or designee shall respond in writing no later than seven (7) days from the date of the meeting.

Step 2. If the grievance is unresolved, the employee and/or the Union may appeal the grievance to the Vice President of Human Resources or designee within fourteen (14) days of receiving the Step 1 response. The Vice President of Human Resources or designee will meet with the grievant and Union representative within seven (7) days of the date the Step 2 appeal was filed. The Vice President of Human Resources or designee will respond in writing within seven (7) days of the meeting.

Step 3. If the grievance is unresolved, the employee and/or the Union may appeal the grievance to the Employer's CEO or designee within fourteen (14) days of receiving the Step 2 response. The CEO or designee will meet with the grievant and Union representative within seven (7) days of the date the Step 3 appeal was filed. The CEO or designee will respond in writing within seven (7) days of the meeting.

Step 4. If the grievance is unresolved, the Union may provide written notice to the CEO or designee of its intent to arbitrate the grievance. This notice must be provided within fourteen (14) days of the date of the Step 3 response.

7. Mediation. In the event that an arbitration notice is received, mediation through either FMCS or some other mutually agreed upon mediation service may be held based on mutual agreement. If the parties agree to proceed to mediation, and the grievance remains unresolved, the Union may provide written notice to the CEO and VP of Human Resources of its intent to proceed to arbitration. This notice must be provided within fourteen (14) days of the conclusion of mediation.

8. Arbitration. In the event there is either no mediation or mediation is unsuccessful, the parties will select an arbitrator. If unable to agree upon an arbitrator within ten (10) days of receipt of the notice for arbitration, the Union shall, within fifteen (15) days, submit the grievance to the American Arbitration Association (AAA) in accordance with the AAA rules then in effect.

The parties have an interest in following arbitration procedures that guarantee due process but are also time efficient and cost effective. To accomplish these goals, the parties will make all reasonable efforts prior to the hearing to stipulate to facts that are not in dispute and to stipulate to the issue(s) to be presented to the arbitrator. The arbitrator will issue a written decision and award within thirty (30) days of the close of the hearing (including thirty (30) days after receipt of briefs, where they are submitted). The arbitrator will have no power or authority to add to, modify or detract from the provisions of this Agreement. The arbitrator will have continuing jurisdiction following issuance of the arbitration award to address any issues arising from implementation of the award. Arbitrator fees and costs will be equally split by the parties. All other costs of arbitration, including representation costs and transcripts, will be paid by the party that incurred them. The grievant and steward shall be

granted unpaid release time to participate in arbitration hearings. The Employer will release employees from work on a reasonable as needed basis to testify.

## **Article 201 – Hours of Work**

1. **Workweek.** The workweek for payroll recordkeeping and overtime purposes is Sunday at 12:01 am through Saturday at midnight. A normal workweek is 37.5 hours during this seven-day period. Each regular full-time and part-time hourly bargaining unit position will have an established workweek of 37.5 hours or a fraction thereof.

2. **Workday.** Each regular full-time and part-time health care delivery bargaining unit position will have a workday with specified start and end times. Start and end times for the established workday may vary from day to day during the week. PPNNE will make efforts to make the weekly schedules as consistent as possible as permitted by operational needs.

3. **Health Care Delivery Positions - Work Schedules.** Except as provided in section 3.3, regular full-time and part-time employees will not be regularly scheduled to work more or fewer hours a week than is established for the employee's position, unless the employee agrees. Work schedules will be prepared for one calendar month period and will be posted by the 15th of the month to take effect on the first day of the following month. In all departments, employees will be allowed a one-time vote during the life of this Agreement, on the form and location of their posted schedule that is accessible to all employees and allows employees to view the complete schedule for a department. In setting FTE and schedules for new positions, the Employer shall prioritize the goal of giving all employees two consecutive days off. There shall be no changes made in an employee's posted schedule, unless by agreement of the employee and manager. Health center employees requesting changes to the schedule after the schedule is posted will work with their manager to attempt to find a replacement. Changes resulting from employee-requested changes in schedules may not result in unapproved overtime.

3.1 **Shift Trading.** Qualified employees in the same work area and the same classification may mutually agree to trade a shift within the established schedule, as long as the staffing ratio is preserved, and no overtime is created. Such trade must be agreed to by both employees and the supervisor(s) prior to the effective date of the trade. Such requests shall not be unreasonably denied. Trading outside of the employee's classification is not an option for Shift Trading.

3.2 **Flexibility.** Both parties will adopt non-precedent setting modification(s) to this Agreement, including 15.1 Workweek and/or 15.2 Workday, to accommodate innovative schedules that are mutually agreeable to the employer, union and employee.

## **4. Float Positions**

4.1 **Floats Clinicians.** Float clinician positions must have a pay period of an established minimum duration. However, notwithstanding Section 2, the total number of hours may flex above the established minimum and the start and end times, and work locations for their workdays may vary from day to day and from week to week. Their work schedule must be posted as provided in Section 3 but it may be changed to accommodate the operational needs of the clinics and remains fluid up until two weeks prior to the work. Within the two-week timeframe, float staff may be required to change their scheduled work location to accommodate operational needs, provided that the start and end times for the workday including anticipated commute time may not be changed without mutual agreement and that adjustments

will be made if necessary to enable the employee to carry out previously planned personal business. As much notice as possible will be provided to Float Clinicians regarding any schedule changes during this two-week period. Payment for travel time will be in accordance with Article Travel Time.

5. Non-Health Care Delivery Position Schedules. These positions, like all other regular hourly positions, must have a workweek of an established duration. Hourly employees must also have established workdays that may vary from day to day during the week if required by the nature of their work. The schedule may include changes in the days or hours an employee works to accommodate non-recurring needs—for example, substituting evening or weekend hours for weekday hours to participate in community outreach or other tabling or fundraising events, or to conduct trainings. These scheduled variations to the generally established work schedule will be discussed between the employee and the supervisor in advance in order to best accommodate the program/project requirements. The need for work in excess of the established workweek, or at times not appearing on the schedule, will be addressed in accordance with Section 7.

## 6. Regular Facility/Office Hours.

6.1 Values. The Union and Employer recognize patient or business needs must be considered along with the needs of bargaining unit employees and managers regarding the hours of operation of health centers and scheduling issues.

6.2 Changes in Facility Hours and Days. The Employer may establish or change hours and/or days of facility operation on a permanent basis in accordance with the following procedure: The Employer must provide the Union and affected employees with as much notice as possible before implementing a change in hours of operation but not less than 30 days' written notice before implementation, except in case of emergency. Before implementing a change, the Employer must discuss the proposed change with the Union and affected employees. The discussion will include the impact on patient needs, the business, and staff scheduling and should consider innovative scheduling models as a method of addressing changing hours of operations to meet business and mission goals. The Labor-Management Committee may be used as a forum for this discussion at the request of either party.

6.3 Temporary Changes in Facility Hours. If PPNNE decides to close a facility on a temporary basis, employees may be required to do different work or work at a different facility on a temporary basis. Employees shall not be required to work at a different facility if, including travel time, they would have to work beyond their normal scheduled shift or if they do not have the ability to travel. If no such need exists, employees will be paid for any scheduled hours. Such hours will not be considered hours worked for overtime purposes and it will not exceed budgeted hours for the payroll period. If an employee decides not to do the other work or work at a different location, the employee will need to use CTO.

7. Extra Work for Hourly Positions. The Employer will distribute opportunities for extra work equitably among qualified employees giving preference to employees who have indicated a desire for extra work and in accordance with a system developed collaboratively by bargaining unit employees and managers in each department or health center. Extra work is voluntary. An employee may not be required to perform work outside the normal workday or to work unscheduled hours except as provided in Section 3.3 and below.

7.1 Mandatory Extra Work. If an employee is seeing a patient or talking with a patient or PPNNE business partner on the phone, the employee must complete the interaction even if it requires employee(s) to stay beyond the scheduled workday. If scheduled patients are waiting to be seen in a health center or in

the queue at telehealth, the patients must be attended to. The Employer will solicit volunteers to work or may direct all employees to stay beyond their scheduled workday to see all patients on the schedule or talk to all patients in the queue, and complete closing tasks identified by the Employer. If the work cannot be covered with volunteers or by having all employees stay, employees may be required to work beyond the end of their workday in accordance with a rotation system developed collaboratively by bargaining unit employees and managers in each health center. Regular reports on the location, frequency, duration, and positions affected and causes of this type of extra work will be made to the Labor-Management Committee and may be a subject of discussion and problem-solving there.

8. Time Records. All employees will accurately record their time worked each day. A readily accessible record of an employee's time worked on a daily and pay period basis will be available to the employee for examination and copying in the employee's department or health center.

Low Work Demand. The Employer may offer employees the opportunity not to report for a shift, to leave work early, or report to another location when there is low work demand. No employee will be requested or required not to report for a shift or to leave work early. Employees who are awarded time off for low work demand may elect to use CTO or take the time unpaid. Opportunities not to report for a shift or to leave work early will be equitably distributed to the extent practicable.

## **Article 202 – Rest Breaks, Meal Periods, and Nursing Breaks**

### 1. Rest Breaks

Bargaining unit employees will receive one consecutive 10 minute break for each 4 consecutive hours of work. These rest breaks shall be paid time. In case of urgent need, bargaining unit employees must be available to return to work early, or may not be able to take a break. Bargaining unit employees will not be paid extra for breaks not taken. Breaks may not be combined and must be taken separately.

### 2. Meal Periods.

Management will make best efforts to allow bargaining unit employees scheduled to work for 6 or more consecutive hours to receive a 30 minute meal period, without work responsibility. The meal period will be unpaid for non-exempt employees. Employees shall have the option to arrange the time for their meal breaks among themselves, in coordination with their supervisor or manager, in a way that ensures continuity of patient care or other work responsibilities. If a non-exempt employee has to work during the meal period, the employee shall indicate so on their time card.

### 3. Nursing Parents.

For an employee who is a nursing parent, the employer shall for three (3) years after the birth of a child:

- A. provide adequate paid break time, according to the needs of the nursing parent, each day to express breast milk for their nursing child. Upon return from Parental Leave, the nursing parent will meet with their manager to determine appropriate scheduling to meet the needs of the nursing parent.

- B. shall provide a clean room or other location, other than a bathroom, where an employee may express breast milk in privacy.
- C. The employer shall not retaliate or discriminate against an employee who exercises the rights provided under this section.

### **Article 203 – Inclement Weather**

1. When, in the judgment of PPNNE, weather conditions require the closing of PPNNE location(s) after employees report to work, employees shall be paid for the remainder of their scheduled shifts. Such hours will not be considered hours worked for overtime purposes, and it will not exceed budgeted hours for the payroll period unless the employee was already signed up for extra hours during that pay period.
2. If weather conditions become hazardous, the employee may request to go home prior to the end of the employee’s work shift. If approved, CTO will be used (or it will be unpaid if the employee has no CTO left).
3. Employees unable to report for their scheduled shift or who are delayed in reporting because they are unable to travel because of hazardous weather conditions, and have notified their supervisor of their situation, shall not be subject to corrective action. CTO will be used (or it will be unpaid if the employee has no CTO left).
4. PPNNE may notify employees not to report to work prior to the beginning of the work shift because of inclement weather or hazardous conditions. Employees will be paid for such time. Such hours will not be considered hours worked for overtime purposes, and it will not exceed budgeted hours for the payroll period unless the employee was already signed up for extra hours during that pay period. In cases where the closure is for morning only, employees will be expected to report for whatever remains of their shift once PPNNE is reopened. Employees who request and receive permission to not report will have such time count as CTO time (or it will be unpaid if the employee has no CTO left) for the remaining portion of the day.
5. Employees who are able to work from home should do so during inclement weather or hazardous conditions with no loss of pay.
6. Inclement weather conditions that qualify under this article shall be determined by the site manager or administrative location manager, based on the closure of federal buildings and/or municipal offices in the area.

### **Article 301 – Wages**

1. Wages.
  - A. FY22.
    - i. Effective the first full pay period after ratification, bargaining unit employees will receive the following wage increase:
      1. Those currently earning \$20.00 or less per hour, will receive an increase of \$2.50 per hour.
      2. Those currently earning between \$20.01 and 30.00 per hour, will receive an increase of \$2.00 per hour.

3. Those currently earning between \$30.01 and \$40.00 per hour, will receive an increase of \$1.50 per hour.
  4. Those currently earning more than \$40.00 per hour, will receive an increase of \$1.00 per hour.
- ii. In addition, effective after ratification, PPNNE shall establish a step wage scale with 2% in between each step. A copy of the table with the appropriate classifications is attached.
  - iii. In addition, after the increases stated above, each bargaining unit employee will be placed into a step in their classification which is closest to their current rate of pay without decreasing the current rate.
  - iv. Any bargaining unit employee who was employed on the date of ratification will have a wage of at least \$18.00 per hour.

B. FY23.

- i. Effective the first full pay period in July 2022, all bargaining unit employees will receive a 4% increase in their base pay by increasing the wage range by 2% and by moving up one step. Bargaining unit employees who have reached their maximum step will stay on their current step, and they will get a lump sum bonus equal to two percent of the employee's base compensation for the prior fiscal year, paid out on a quarterly basis.
- ii. Extra Step Increase. Effective the first full pay period in July 2022, any bargaining unit employee who is working at a step that is below their appropriate step based on years of experience in their current position will be moved up one additional step.

C. FY24.

- i. Effective the first full pay period in July 2023, all bargaining unit employees will receive a 4% increase in their base pay by increasing the wage range by 2% and by moving up one step. Bargaining unit employees who have reached their maximum step will stay on their current step, and they will get a lump sum bonus equal to two percent of the employee's base compensation for the prior fiscal year, paid out on a quarterly basis.
- ii. Extra Step Increase. Effective the first full pay period in July 2023, any bargaining unit employee who is working at a step that is below their appropriate step based on years of experience in their current position will be moved up one additional step.
- iii. Any bargaining unit employee who was employed on the date of ratification will have a wage of at least \$20 per hour.

D. Contracted Physicians. Sections a-c do not apply to contracted physicians. Contracted physicians shall be paid a fixed fee of \$1400 for a full day, \$700 for a half day, and \$75 for any additional non-clinical hours worked.

2. External Hiring Guidelines for Positions Requiring a Clinical License. New bargaining unit employees will be placed on the step equal to their years of experience in their current professional position. The

appropriate step is based on full years of service in the current professional position (e.g., Step 0 is less than 0.5 years of experience, Step 1 is 0.5 to 1.5 years of experience, Step 2 is 1.5 to 2.5 years of experience, etc.). The hiring manager may adjust the step based on the needs of the organization by no more than 2 steps up from the new employee's years of experience in the professional position.

- A. Social Work Clinicians will have all clinical work experience post Master's degree count toward experience.
- 3. External Hiring Guidelines for non-clinically licensed positions. New bargaining unit employees will be placed on the step equal to their years of experience in any position at any Planned Parenthood affiliate or similar job-related experience. The hiring manager may adjust the step based on the needs of the organization by no more than 2 steps up from the new employee's years of experience.
- 4. Job Change. Except as stated otherwise in this section, if a bargaining unit employee moves to a different bargaining unit position, the bargaining unit employee will be paid according to external hiring guidelines unless the Union and PPNNE agree otherwise. In a promotion to change to any lead position, the bargaining unit employee shall retain their existing step.

### **Article 302 – Differentials**

PPNNE shall pay the following differentials to bargaining unit employees.

**Additional Location.** PPNNE shall pay a \$2 per hour differential for health center staff who volunteer to work at a different location outside of their budgeted location(s). This differential does not apply to float positions.

**Float Clinicians.** PPNNE shall pay a \$4 per hour differential for each hour worked covering clinical float shifts.

**Bilingual Differential.** PPNNE shall pay a \$4 per hour differential for each hour (or any portion thereof) where they provide interpretation services.

**Participation in Diversity, Equity and Inclusion Work.** Employees shall receive an additional \$4 per hour for each hour worked participating in committees or as trainers to improve and address diversity, equity and inclusion at PPNNE.

### **Article 303 – Healthcare**

Side letter on meetings in the Fall of 2021 for finding new coverage. PPNNE and the union agree to work together to review options for finding new health care coverage.

**Healthcare Plan Committee.** Immediately after ratification, PPNNE and the Union shall meet on a regular basis to search for a healthcare plan that better suits the needs of both PPNNE and PPNNE staff. The committee shall look for a plan with the following objectives:

- i. Provide comprehensive coverage for all physical and mental health needs,
- ii. Low out of pocket costs,
- iii. Low out of pocket maximums, and
- iv. Fiscally responsible considering PPNNE's budget.

The Committee shall have an equal number of representatives from management and the Union, with a maximum of 3 representatives from each side. The Committee shall have two co-chairs, one from each side. Jointly, the co-chairs shall be responsible for establishing a regular agenda and meeting time. Each co-chair shall provide the other with its proposed meeting agenda a minimum of two days prior to the meeting date. The Committee shall meet at least once every two weeks; or, upon agreement by both parties, the Committee may meet more often. Attendance at Committee meetings shall be considered paid time. Any proposal must be agreed to by the CEO of PPNNE and the Leadership body of the Union. After the parties have adopted a plan, the Committee shall meet only if both sides agree to a meeting.

**Interim and Backup Healthcare**

Until a new plan is agreed upon by the parties the following cost sharing will be in effect upon ratification of this agreement.

**Premium cost sharing**

		Health	Vision VSP Basic	Vision VSP Premier	Delta Dental Basic	Delta Dental Premier
Tier 1 30-40 hours	Single	2.64%	100%	100%	-	3.8%
	2-person	17.86%	100%	100%	20.87%	23.81%
	Family	23.24%	100%	100%	30.20%	32.94%
Tier 2 10 - 30 hours	Single	33.81%	100%	100%	43.52%	45.42%
	2-person	39.25%	100%	100%	48.29%	50.01%
	Family	41.31%	100%	100%	55.29%	56.83%

**PPNNE Contributions to employee HRA Accounts**

For single contract - \$1000

For Two-Person or Family - \$2000

Effective 1/1/2022, contributions will be increased to:

For single contract - \$1500

For Two-Person or Family - \$3000

**Health Insurance Stipend.** Employees who choose not to enroll in PPNNE sponsored health insurance coverage are eligible for the following stipend

Employees working 30 – 40 hours per week \$800 per year

Employees working 10 – 30 hours per week \$580 per year

The PPNNE health insurance plans will not increase the current deductibles/premiums at the time of ratification of this agreement or make changes to the plan, without mutual agreement between PPNNE and the union officers. The parties agree to bargain this issue at the request of the other party.

### **Article 304 – Retirement**

#### **Match.**

PPNNE will match employee retirement contributions up to 2% of eligible contributions.

#### Eligibility

Employees are eligible for the match beginning on July 1 or January 1 when all of the following are true:

- The employee has been employed for at least 6 months as of July 1<sup>st</sup> or January 1<sup>st</sup>,
- The employee is currently enrolled in the PPNNE retirement plan,
- The employee is contributing at least 1% of their salary, and
- The employee has worked the required number of hours to qualify (typically at least 20 hours per week).

### **Article 305 – Combined Time Off (CTO)**

From the date of ratification through 12/31/2021, CTO will be provided according to the terms currently in effect.

Effective 1/1/2022, PPNNE agrees to provide CTO according to the following terms:

PPNNE provides paid time off to eligible employees in the form of CTO (Combined Time Off). CTO is used to cover most absences from work, including vacations, sick time, and personal time. Employees manage their own CTO balance to ensure there are sufficient hours to cover planned and unplanned absences.

Earning CTO: Part-time employees, who are budgeted for 20 hours or more, per week accrue CTO on a pro-rated basis.

The accrual rate per calendar year for full-time employees is:

Year 1	<u>15 days</u>	<u>112.5 hours</u>
Year 2	<u>20 days</u>	<u>150 hours</u>

Year 3 - 8	<u>25 days</u>	<u>187.5 hours</u>
Year 9 - 15	<u>32 days</u>	<u>240 hours</u>
Year 16+	<u>35 days</u>	<u>262.5 hours</u>

Temporary, Per Diem and regular staff budgeted less than 20 hours per week accrue CTO at a rate of 1 hour per 40 hours worked or 0.025 hours of CTO per hour worked.

- For staff budgeted less than 37.50 hours/week, CTO accrues each pay period based on hours worked prorated from the chart above.
- For staff budgeted 37.50 hours/week, CTO accrues a flat amount of total hours per calendar year (based on anniversary) divided by 26 payrolls.
- For regular staff budgeted more than 20 hours per week, CTO accrual rates automatically increase on the appropriate anniversary of employment.
- CTO accrues on all regular worked hours (but not overtime), on CTO hours, and Sick Bank hours.
- CTO does not accrue during unpaid leave.
- Newly hired staff may use up to one week of CTO prior to accruing the time within their first year of tenure.

Requesting and Scheduling CTO

To provide sufficient time for obtaining work coverage, staff should use this table to determine timelines for requesting time off of one week or more.

	Submitted by	Approved/Denied within
Non-Health Center	At least 4 weeks advance	one week of request
Non-Clinician Health Center	<u>At least 6 weeks advance</u>	<u>one week of request</u>

Clinician Time Frame	Submitted by	Approved/Denied by
FY Q1: July, August September	End of April	<u>May 15</u>
FY Q2: October, November, December	End of July	<u>August 15</u>
FY Q3: January, February, March	End of October	<u>November 15</u>
FY Q4: April, May, June	End of January	<u>February 15</u>

For non-clinician staff, notice for shorter CTO requests (of less than one week) should be provided as far in advance as possible, and will not be unreasonably denied if work demands allow.

For Clinicians, notice for shorter CTO dates (of less than one week) should be provided at least 2 weeks ahead of time, and will not be unreasonably denied if work demands allow.

Carryover. A total of 3 weeks of budgeted hours of CTO may be carried over from one calendar year to the next. Employees may convert unused CTO hours into Sick Bank hours, up to a maximum of 175 hours total accumulation at any one time.

Sick Bank. Sick Bank hours shall be available for use after an employee has used 2 CTO days for an FMLA qualifying event and/or for an employee who has previously used 4 non-consecutive CTO days for a chronic illness covered by FMLA.

#### CTO Buyout

CTO Buy-Out: PPNNE will offer a “CTO buy-out” annually which allows employees to exchange paid time off hours for pay. Employees must maintain a minimum balance of CTO equal to two weeks’ worth of budgeted hours after the buy-out in order to buy-out CTO hours.

Employees may buy-out multiple times per year but only up to the maximum allowance of hours per calendar year in total.

CTO can be bought out in amounts of 20 hours or more, up to a maximum of 2 weeks of your budgeted hours to a maximum of 75 hours. (For example – if a clinician is budgeted to work 25 hours a week, the maximum number of hours they can sell is 50 hours of CTO in a calendar year.) CTO buyouts are processed from the second payroll in January through the first payroll in December. Payments will be paid in a lump sum payment with regular pay on a regularly scheduled pay date.

#### Unpaid Time Off for Hourly Employees

In general, unpaid time off is not allowed for hourly employees. If an hourly employee requests time off, they must use CTO to cover the hours they would have worked. CTO must be used to cover vacations, sick time and personal absences. Unpaid time off is allowed in the following circumstances: FMLA, Personal Leave, Clinicians attending outside conferences to fill CEU Requirements; at PPNNE's request, or with the supervisor's permission.

#### CTO Balances at Termination:

Terminating employees who have completed their probationary period will be paid in their last paycheck for all accrued and unused CTO, if they give sufficient notice, as set forth below:

- Positions at Grade G or higher give at least 4 weeks' notice
- All other employees give at least 2 weeks' notice

Any employee not providing adequate notice for CTO to be paid out cannot use accrued CTO once they have given their notice.

### **Article 306 – Holidays**

From the date of ratification through 12/31/2021, Holidays will be provided according to the terms currently in effect.

Effective 1/1/2022, PPNNE agrees to provide Holidays according to the following terms:

PPNNE offices/Clinics will be closed on holidays listed in section (A), and for which benefit-eligible employees will be paid their regular base pay at the hours they would regularly be scheduled to meet the employee's FTE requirements for the week in which the holiday falls. Float Staff can use the holiday to meet their regularly scheduled hours for that particular week.

A. Ten (10) Paid Holidays: January 1 (New Year's Day), Memorial Day (National), Juneteenth, July 4 (Independence Day), Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24 (Christmas Eve), December 25 (Christmas Day), Floating Holiday.

B. On January 1 of each year, the Ten (10) paid holidays listed in section (A) above will be given to employees in a designated Holiday time bank. Employees budgeted at 37.50 hours per week will receive 75 hours in the Holiday Bank (10 days). All other employees will be pro-rated based on budgeted hours. Employees will be required to use their Holiday Bank to get paid for Holidays. If an employee's Holiday Bank is empty, the employee may use CTO. The Holiday Bank may not be carried over and will not be paid out on separation of employment.

If a holiday falls on a day that an employee is not normally scheduled to work and/or employee works on the holiday, the employee will work with their manager to schedule a different day off within one month of the holiday.

C. At either parties' request, PPNNE and the Union shall meet to bargain changes to the proposed holidays for the next calendar year.

If a recognized holiday falls during an eligible employee's paid vacation, holiday pay will be provided instead of the CTO benefit that would otherwise have applied.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Employees who wish to observe the holidays of another tradition may use the Floating Holiday or the Holiday Bank or CTO to do so.

## **Article 307 – Leaves of Absence**

### **Family and Medical Leave and Short-Term Family Leave**

PPNNE will provide family and medical leave in compliance with state and federal law.

PPNNE will provide short-term family leave in compliance with state law.

### **Paid Parental Leave**

PPNNE will provide up to eight (8) weeks of paid leave at 100% wage replacement to recover from the birth of a child, or for bonding time in the event of a birth, adoption, foster placement, surrogacy, or other court-order placement of a child. Eligibility and administration will be consistent with the rules for FMLA leave, which will run concurrently, except that eligibility will begin at six months of employment. In addition to the 8 weeks of paid leave, eligible employees will also be able to take an additional 8 weeks of unpaid leave (unless they elect to use CTO and/or Sick Bank Hours). All parental leave must be taken within 12 months of the birth, adoption or placement of the child.

### **Military Leave**

PPNNE will provide military leave in compliance with state and federal law.

### **Jury Duty**

An employee serving on jury duty will receive their regular compensation for regularly scheduled hours, and will remit any jury payments to PPNNE. This will always be in accordance with the state law. The employee should notify the supervisor as soon as possible if they require leave for jury duty. Employees are required to report for work for any portion of a normal workday during which they are not actively performing Jury Duty.

### **Bereavement Leave**

Up to 5 days of paid leave may be available to full-time employees for a death in their family or their partner's family. Bereavement leave is pro-rated for part-time employees. Employees should notify their supervisor as soon as they know they need bereavement leave. Days do not need to be taken consecutively.

### **Personal Leave**

An unpaid personal leave of up to four months may be granted to employees who have been employed with the agency for at least one year. The feasibility of such a leave will depend on the effect on customers and colleagues as determined by PPNNE. Personal leave must be requested in writing at least 3 months prior to the

requested start time. Personal leave must be approved in writing by a Vice-President. Paid time off may be used during a personal leave. Unpaid Personal Leave is unlikely to be approved more than once in a 3-5 year period.

### **Union Leave**

A. UNPAID UNION LEAVE. PPNNE shall provide the Union with a total of fifteen (15) unpaid leave days each year, to use for Union activities such as leadership activities, steward trainings, Union conferences, and other similar activities/trainings sanctioned by the Union. The Union shall provide Human Resources at least sixty (60) calendar days advance notice, and such leave shall be scheduled in a manner to minimize disruption to PPNNE services.

B. LEAVE FOR LONG-TERM UNION ORGANIZING AND ADVOCACY ACTIVITIES Requests for unpaid leaves of absence for long-term Union activities shall be treated as personal leaves of absence. Requests shall be for no more than one hundred and eighty (180) days. Shorter leaves of absence for participation in member organizer programs, special education programs, and assisting the Union with its business may also be considered. Employees on leave will remain at their full pay and benefits and retain all rights as staff of PPNNE. The Union will reimburse PPNNE for the all costs, including wages and the benefits percentage.

### **Article 308 – Travel and Reimbursement**

#### Travel

When travel is required by the job, PPNNE will pay for reasonable and necessary travel expenses including mileage, airfares, meals, phone calls, tolls, parking fees, and hotel rooms. Employees are expected to choose cost-effective options when making their travel arrangements. Below are per diem rate ranges that employees should use as a guide to determine maximum spending limits:

Lodging: \$90-\$150 per day

Meals & Incidentals: \$50-\$60 per day

#### Paying for Travel

Employees who must pay for business travel have two options:

1. Use a PPNNE Credit Card
2. Pay for travel expenses with a personal check or credit card and obtain reimbursement upon submission of a travel expense voucher to the Accounting Department. Receipts must accompany the voucher. Receipts for meals or food must be itemized. If alcohol is purchased as part of a meal it should be put on a separate tab and paid for using personal funds. If receipts are missing, or the voucher is not signed by the appropriate parties, it will be returned to the employee for correction before payment.

#### Travel time

Travel time is generally considered work time. However, this does not apply to the normal commute between the employee's home and work site. When an employee works at more than one site, primary sites will be des-

ignated as the site in which a staff member has the most budgeted hours or the most hours worked at. Travel will be paid from the primary work site to and from the other work sites or from home to the other work sites, less their normal commute. If a regular employee has weekly hours budgeted in more than one work site, travel time is not counted as time worked.

### Mileage Reimbursement

**Primary Site:** When an employee works at more than one site, primary sites will be designated as the site in which a staff member has the most budgeted hours or the most hours worked at. Reimbursement for travel will be paid from the primary work site to and from the other work sites or from home to the other work sites, less their normal commute. If a regular employee has weekly hours budgeted in more than one work site, mileage is paid above their normal commute.

**Mileage Calculation:** A normal commute is defined as the time and mileage from your home to your home site and is not compensated. If you live 10 miles from your home site and commute to another site that is 30 miles from your home you will be reimbursed for 20 miles (30-10 miles).

**Mileage Rate:** PPNNE shall reimburse mileage at the Federal Rate.

### Qualified Parking Expense & Transit Pass Reimbursement

When free parking is not provided for staff members at or near a site, parking lots nearby may have available parking spots for purchase or public transportation may be a viable option. Staff who choose to purchase a parking spot for work or who take public transportation to work are eligible for reimbursements of up to \$150 per month.

Float and Per Diem Employees who must pay for parking at a site which is not their designated home site may be reimbursed up to \$250 per month. \$35 must be spent out-of-pocket before additional reimbursements beyond \$150 will be paid out.

## **Article 309 – Certification, Licenses, and Professional Development**

### **Clinicians**

1. Eligibility. Licensed medical staff who are budgeted to work 10 or more hours per week are eligible for the benefits of this section.
2. Reimbursements for External Conferences / Programs. Eligible bargaining unit employees will be reimbursed to attend external conferences related to sexual and reproductive health and related subject matter or professional association dues related to the position held. This amount includes registration, travel, professional reference tools (exam fees, textbooks, review books for certification, etc.) national certification maintenance expenses and/or professional membership dues and must be approved by the Medical Services Department.
  - a. Advance Practice Clinicians are eligible for up to \$1500 per year (or \$3000 over a two-year period).
  - b. LPNs and RNs are eligible for up to \$1000 per year (or \$2000 over a two-year period).

3. Professional Development Days. Eligible bargaining unit employees will receive four (4) paid professional development day per year. In addition, staff who complete at least one rotation serving as clinical preceptor/mentor in the course of a year will receive an additional paid professional development day, to be used during the calendar year following the precepting commitment.
4. Scheduling. Requests for time off to attend conferences will be approved through the float request process and shall not be unreasonably denied.
5. Additional Items. PPNNE will also pay for the following for eligible bargaining unit employees:
  - a. Licensing fees in all states in which a clinician is asked to perform work,
  - b. National certification fees,
  - c. DEA license (if a clinician's employment ends, the clinician has the option of paying PPNNE a pro-rated amount to transfer their DEA license over to their new employee), and
  - d. Compensation for CPR certification, if they cannot complete the training with PPNNE's program.

#### Non-licensed staff

PPNNE believes it is important to support the professional development of all employees. From time to time, PPNNE will provide in-services and other training for all bargaining unit employees to facilitate professional development and job skills enhancement.

Bargaining unit employees may request to attend external trainings relevant to the employee's position. The employee's manager agrees to respond to such requests within two weeks. PPNNE agrees to budget at least \$10,000 annually for such external trainings.

### **Article 401 – Non-Discrimination and Workplace Harassment**

1. PPNNE and the Union agree that each will fully comply with applicable laws regarding discrimination and will not illegally discriminate against any employee because of such person's race, religion, color, national origin, ancestry, gender, age, marital status, immigration status, disability, veteran status, sexual orientation, the membership or non-membership in and/or activity on behalf of the Union, or any other status protected by law.

Both parties agree to encourage any employee who believes they have been subject to illegal discrimination in violation of this Article to utilize the internal review procedure established by PPNNE. The employee may have Union assistance to help file and process such a complaint. If an employee chooses to utilize the internal review procedure, they shall not waive their right to use the grievance procedure and shall have the option of filing a grievance starting at Level Two within ten (10) calendar days of the decision resulting from the internal review procedure.

Employees alleging discrimination in violation of this Article, as a claim or part of a claim in a grievance, shall elect to pursue that grievance exclusively through either the grievance and arbitration procedures in this Agreement or through the procedures available through the Maine Human Rights Commission, the Equal Employment Opportunity Commission, and the courts. The employee will make the exclusive decision in writing after

the Step 2 decision is received but before the appeal to arbitration. If arbitration is selected, the arbitrator shall have the authority to grant any remedy afforded by federal or state discrimination law in addition to any other remedy afforded under this Agreement in accordance with AAA Rules.

2. Any employee found to have engaged in unlawful discrimination/harassment shall be subject to discipline, up to and including termination.

### **Article 402 – Seniority**

1. Definition. Except as provided in this article, an employee's seniority is determined by the employee's most recent date of hire. Among employees hired on the same date, the employee who has worked the most hours for the employer in the prior 12 months is the most senior. Time off due to a leave of absence protected by law or PPNNE policy will be considered hours worked for purposes of determining seniority. A per diem employee has no seniority rights. If, however, a per diem employee assumes a regular full-time or regular part-time position with no break in service, the employee will be assigned an adjusted seniority date which treats any periods of service as a per diem employee as the duration of service in a regular position.

2. Trial Service.

2.1 Initial Trial Service. New employees are hired contingent on successful completion of a ninety (90) day trial service period. Evaluation of the employee's adjustment to work tasks, conduct, and other work rules, attendance and job responsibilities will be conducted during the trial service period.

2.2 Performance Review. Performance will be reviewed by the employee's direct supervisor or designee approximately half way through their trial service to allow the employee to receive constructive feedback on work performance before the trial service period ends.

2.3 Completion and Extension of Trial Service. If the employee is continuously employed for more than ninety (90) days, the employee will be deemed to have successfully completed trial service. However, the Employer may extend the trial service period up to 90 days upon a negative performance evaluation, upon written notice to the employee with a copy to the Union stating how long the trial service period will be extended and what the employee must do to successfully complete trial service. Any extension period shall include formal check-in approximately half way through the extension to discuss progress on what the employee must do to successfully complete trial service. An employee terminated during the initial trial service period (including any applicable extension) will not have recourse to the grievance procedure to contest the termination.

2.4 Trial Service on Placement in a New Classification. Employees taking a position in a new classification will have to complete a new trial service period. If the new position is a non-licensed position, the new trial service period shall not exceed thirty (30) days, unless extended by mutual agreement of the employee and the employee's supervisor. If the new position is a licensed position, the new trial service period shall not exceed ninety (90) days, unless extended by mutual agreement of the employee and the employee's supervisor. If the employee does not successfully complete the trial service in the new classification, the employee may return to the employee's prior job and rate of pay, providing that position, or another position in the same job classification, is vacant. In the event that the position is not open, the employee will be laid off and have recall rights, in accordance with Article Layoff and Recall. If the employee does not wish to stay in the new classification, the employee may choose within 30 days to return to the employee's prior job and rate of pay, providing that position, or another position in the same job classification, is vacant. If it is not vacant, the Employee, the

Union and Employer will explore other options for continuing employment. If no feasible options are agreed upon, the employee will be laid off and have recall rights, in accordance with Article Layoff and Recall.

3. Loss of Seniority. Except as otherwise agreed by the Employer and the Union, an employee loses employment and seniority rights if the employee:

- a. Quits or resigns, except an employee who applies and is re-hired may return to a bargaining unit position after an absence of 180 days or less and retain previously accrued seniority;
- b. Is discharged for just cause;
- c. Does not return to work upon expiration of the leave unless there has been an approved delay in reporting or there is other good cause for the delay beyond the control of the employee. The employee may be asked to provide documentation;
- d. Retires;
- e. Is laid off in excess of one year;
- f. Declines recall in accordance with Article on Layoff and Recall;
- g. Switches to per diem status.

#### **Article 403 – Lists / New Employees**

The employer will provide the Union with an electronic list of the name, home address, telephone number provided by the employee, PPNNE employee identification number, job classification, department, shift, pay grade (if any), pay step (if any), wage rate, hire date, and employee status for each bargaining unit member as contained in the Employer's HR database. In addition, the Employer will provide the Union with a list of bargaining unit members designated as new hires, transfers, promotions, and terminations including the date of the personnel action. Both lists will be provided to the Union office in the month following the month in which the activity occurred by an established date each month. The Union agrees that it will use this information only for Union business and will use reasonable good faith efforts to protect employee privacy.

#### **Article 404 – Job Security (Subcontracting)**

A. Job Erosion. The Employer agrees not to utilize supervisors, agency employees, and/or other non-bargaining unit employees to perform bargaining unit work in such a manner that results in layoffs of the bargaining unit or that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit employees.

B. The employer and the Union recognize that bargaining unit employees play a vital role in delivering the highest quality of patient care and administrative functions. Bargaining unit employees shall not be regularly required to perform the functions of ancillary departments. If required for patient care needs, however, employees agree to perform non-job services on an as-needed basis.

## Article 405 – Job Posting and Vacancy Filling

1. Job Posting and Selection. When the Employer determines that a bargaining unit position is available, the Employer will fill the vacancy in accordance with this article. The Employer has sole discretion to determine whether an existing vacant position will be filled or not, or whether such a position will have a home worksite in Maine or not, or whether to hire a Maine applicant for positions that can be located in any state.

The position will be posted internally for a minimum of seven (7) days and may be simultaneously posted externally. All bargaining unit position postings will include the responsibilities, required skills, minimum qualifications of the job, the health center or department, location(s), hours per week, whether it is benefit eligible and the anticipated duration of the position if it is temporary. Current bargaining unit employees who have held their current position for at least nine months may apply for any vacancy. The nine-months requirement may be waived by the Employer, by mutual agreement between the Employer and the Union. Bargaining unit employees shall be hired over external applicants (i.e., non-PPNNE employees) if they are substantially equally qualified. If there are several internal applicants for a position that are substantially equally qualified, the most senior applicant shall be hired.

The Employer may work with other organizations to perform some or all of these administrative functions, so long as the requirements of this Article are satisfied.

2. Diversity, Equity and Inclusion in Hiring: When PPNNE seeks candidates for a vacant bargaining unit position, PPNNE shall set goals aimed at creating diverse candidate pools. The parties share a deep commitment to incorporating diversity, equity and inclusion goals and objectives into the hiring process. The parties agree that the following considerations will be addressed by the Committee:

- a. Affirmative action recruitment efforts, including appropriate notice and circulation of job postings. The Employer will make a good-faith effort to circulate postings in a manner that assists in the recruitment of candidates from groups that have been traditionally underrepresented, including but not limited to working with recruiters with experience in DEI recruitment.
- b. Establishing goals for representation from traditionally underrepresented groups in applicant pools.
- c. Creation of effective and appropriate interviewing techniques and hiring processes.
- d. Regular review of data to measure success/opportunities of affirmative action efforts.

PPNNE shall provide DEI training for all participants in the hiring process.

3. Changes in Hours / Shifts / Locations. The following will not be considered a vacancy under this Article if the same employee retains the position and the Employer and employee are in agreement with the changes: Changes in FTE status; changes in scheduled hours; changes in location.

For purposes of this article, advancing to different levels of the same position (e.g., HCA or Advance Practice Clinician) is not required to be posted before an employee is advanced from I to II or II to III in the same location.

4. Temporary Assignment. The Employer may fill vacancies temporarily, without regard to the procedures of this article, for urgent business needs when the assignment is for ninety (90) days or less to perform temporary

work, pending completion of the posting and selection process, or to cover for a legally protected or PPNNE-approved leave of absence regardless of duration.

5. Temporary Assignments – Current Employees. An employee who is temporarily assigned to a higher classification within the bargaining unit will be paid at the wage rate at their existing step for the temporary position on the wage scale. The employee is entitled to return to the employee’s prior position at the completion of the temporary assignment at their original rate of pay.

6. Lead Positions. The employer may use its discretion to select an individual with demonstrated leadership skills or experience to work in a Lead position, after posting the position internally. For purposes of this provision, Lead positions include the Assistant Site Manager, the Float HCO Manager, the Lead Health Care Associate, and similar Lead positions. The employer shall provide appropriate training and support for staff promoting into Lead positions.

### **Article 406 – Temporary Promotion Out of Unit**

1. Any promotion to a position outside of the bargaining unit is voluntary. There shall be no negative repercussions for a staff person who decides they do not wish to temporarily promote. A decision to take or not take a temporary promotion shall not impact their eligibility for future promotion opportunities whether temporary or permanent.

2. Prior to the start of the temporary promotion, the employee and the manager will discuss the duties and expectations of the temporary position.

3. During the time assigned to the temp promotion, the staff person will be paid a higher wage rate.

4. Temporary promotions must have mutually agreed start and end dates established prior to the start of the temporary promotion. These may be revisited or extended once but cannot be open ended.

5. An employee in a temporary promotion shall not suffer any loss of seniority, unless they convert from temporary to permanently filling the position.

6. Should either management or the worker decide that the promotion is not a good fit or at the end of the agreed temporary assignment period, the worker shall return to their original position within the unit at the same rate of pay and benefits as when they left (adjusted for any raises, pay adjustments or benefits they would have received if they had been in the unit during the temporary assignment period).

7. If there are multiple people who are interested in the position, PPNNE shall select the most qualified applicant for the job, taking into account all applicable considerations. If multiple bargaining unit employees are substantially equally qualified, PPNNE shall select the most senior employee.

### **Article 407 – Telecommuting**

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. PPNNE considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the other terms and conditions of employment.

Should an employee wish to pursue telecommuting as an option they can make a written request to their supervisor. Before entering into any telecommuting agreement, the employee and manager, with the assistance of human resources, will evaluate the suitability of such an arrangement, reviewing the following areas: job responsibilities, equipment needs, employee suitability, and tax and other legal implications. The parties will meet to discuss suitability within 14 days of the initial request. A decision about the suitability of the request shall be made within 7 days of the meeting. If the parties agree, the employee will sign a telecommuting agreement. Employee requests for a telecommuting arraignment shall not be unreasonably denied. This agreement will address the following areas:

- Schedule
- Communications
- Equipment
- Appropriate work environment
- Security, safety, and confidentiality
- Time keeping practices

Either party may end a telecommuting agreement with 14 days' notice. A management decision to end the agreement shall not be arbitrary or capricious. In certain circumstances (e.g., adverse weather, temporary health issue, training or other similar circumstances), temporary telecommuting arrangements may be adopted on a case-by-case basis without a formal agreement, focusing on the needs of the organization and the employee.

#### **Article 408 – New Hire and Transfer Orientation and Training**

1. Orientation to New Positions and Departments. The Employer will provide adequate orientation and training for all new employees and those employees transferring into a new position, department, or health center. Adequate, for the purposes of this section, includes but is not limited to training on all assigned job duties and an evaluation of the employee's understanding and satisfactory performance of new tasks. The Employer will solicit and consider input of employees in establishing adequate orientation and training in each department. Employees will be provided a checklist of training for their position and work with their supervisor to have a plan for how they will access and complete them.

2. Health Center Orientation. An employee (including a float or per diem employee) who is assigned to work in a health center in which they have not worked previously or have not been regularly scheduled to work will be oriented to the center at the beginning of their shift. The orientation will include a review of health center procedures that differ from health center to health center.

3. Employee Personnel Policies. The Employer will maintain a current copy of the Employee Personnel Policies on the PPNNE Intranet. Upon request, management will provide a printed copy of the Employee Personnel Policies. PPNNE will have the right to make changes to the Personnel Policies so long as they do not conflict with the collective-bargaining agreement and so long as PPNNE provides notice of updates to employees with no less than one (1) week notice.

4. Each new Advanced Practice Clinician will be assigned one or more experienced PPNNE APC mentor(s) who will be available to see patients with the new provider for up to 3 months in the initial learning/evaluation period. The amount of mentoring/ coaching will be assessed by the mentor and supervisor(s).

5. Trainers. Onsite training of new staff shall be provided by experienced staff. This training of HCA's shall be provided primarily by site managers, assistant site managers, lead staff or experienced staff people. Experienced staff may volunteer to be an onsite trainer after a lead or assistant site manager has approved their ability to act as a trainer. PPNNE shall provide support and training in order for onsite trainers to build and maintain skills and to remain up to date with the materials on which they are providing training. When staff members are orienting or training another staff person they shall:

A. Have access on site to structured training materials;

B. For Clinicians and HCA training, PPNNE shall make adjustments in the schedule or staffing as needed to support an environment for effective training and patient care and operations.

6. Equity in Access to Training. In order to encourage ongoing skill advancement for staff and provide equitable access to additional skills and training, PPNNE shall create a process by which employees can indicate a desire to obtain new skills after they have demonstrated competency in their current skills. PPNNE will list opportunities and make selections based on various factors such as employee interest, the needs of the organization, employee availability, other anticipated organizational needs, anticipated tenure, current skills and performance, and similar factors. All staff will have access to the information that outlines requirements for competency, the progression of skills and their own competency sign offs.

#### **Article 409 – Employee Health and Safety**

1. PPNNE is committed to providing all employees with a safe, healthy, and injury-free workplace and shall comply with all health and safety standards established by applicable state and federal OSHA laws.

2. Employees are expected to observe all of the Agency's safety practices and protocols, exercise caution in all work activities, and immediately report all accidents and unsafe or unhealthy conditions to their supervisor.

3. Any employee who believes an assignment would constitute a danger to the health and/or safety of the employee shall immediately contact their immediate supervisor, who shall assess the danger and, if warranted, provide appropriate remedial measures. Any employee who, in good faith, believes an assignment presents an imminent danger of death or serious harm may request an alternative temporary assignment in their job classification when the condition is one that a reasonable person under the circumstances would conclude presents an imminent danger of death or serious harm to the employee and PPNNE has been notified of the situation and is unable to remediate.

4. Serious incidents in the workplace: PPNNE will continue its practice of providing individualized support on a case-by-case basis for employees impacted by serious incidents in the work place including, but not limited to, serious work injury, work-related death of a co-worker, suicide of a co-worker, experiencing a violent attack or abuse, active weapon situation, or any other incident that may cause direct or vicarious trauma to the employee.

5. PPNNE shall provide to all employees the necessary safety equipment to perform their duties. PPNNE shall provide appropriate health and safety training to employees, which shall be paid work time. The employee is responsible for using appropriate safety equipment when required and will contact their supervisor when safety supplies or equipment are depleted or in disrepair. The employer shall replenish or repair such supplies and equipment when notified.

6. PPNNE will cover the full cost of any immunizations required by the government. In addition, PPNNE shall cover the full cost of the following immunizations after insurance has been charged and paid out, to bargaining unit employees who would like them: flu shot, MMR, Hep B, and Covid-19. Immunizations shall be voluntary, unless required by the government.

### **Article 410 – Corrective Action and Discharge**

**Just Cause.** No employee who has completed the initial trial service period shall be discharged or subject to corrective action without just cause. The employer agrees to implement progressive discipline with respect to any disciplinary action. Normally the steps shall proceed from verbal warning to written warning to suspension (or final written warning) to discharge. In appropriate circumstances similar to a HIPAA violation involving disclosure to others, violent physical conduct, unlawful harassment, drug diversion, being under the influence of alcohol at work, confirmed incidents of serious patient care violation, or similar offenses: suspension or discharge may be imposed in the first instance.

**Timing.** The Employer has fifteen (15) days from the date of an incident or from the date the Employer knew or reasonably should have known of the incident, whichever comes first, to provide notice to an employee that there is an issue that might result in corrective action. This time-frame may be extended by the Employer when additional time is needed due to the leave of absence of the employee under investigation or by mutual agreement between the Employer and the Union, in writing. Corrective action taken after fifteen (15) days is without just cause, unless extended as provided herein.

**Right to Representation.** In any meeting that an employee could reasonably believe could lead to corrective action or discharge of that employee, the employee will have the right to Union representation. In the event that the Employer is aware that a meeting may lead to corrective action or discharge, it will advise the employee prior to the meeting of their right to Union representation. The employee will be allowed a reasonable amount of paid work time to locate a representative or steward to attend the meeting.

#### **Documentation.**

a) All formal corrective action must be recorded in writing and must state the reason for the action. Supervisors must provide written documentation of disciplinary action to the employee, and a copy must be placed in the employee's personnel file. Upon written request from the employee, the Employer will provide a copy to a steward designated by the employee. In the case of a verbal warning, the contents of the warning must be placed in writing. An employee has the right to respond in writing to any corrective action notices within 5 days of the notice and have that response incorporated into the record.

b) A verbal or written warning may not be used as the basis for a corrective action against an employee after one (1) year from the date of the action, provided there has not been a recurrence of a similar offense within that time.

Section (b) of this provision shall not apply to incidents of a HIPAA violation involving disclosure to others, violent physical conduct, unlawful harassment, drug diversion, being under the influence of alcohol at work, confirmed incidents of serious patient care violation, or similar offenses.

**Administrative Leave Pending Investigation.** Paid administrative leave may be implemented to investigate cases of serious misconduct. The Employer will forward the name of any employee who is placed on adminis-

trative leave to the Union when the leave is initiated. The investigation will be concluded as soon as reasonably possible given the circumstances.

Only corrective action involving unpaid suspension or discharge are subject to arbitration. If an employee is given a written warning and then receives an unpaid suspension or discharge, the union may arbitrate the written warning along with the greater discipline.

#### **Article 411 – Job Descriptions**

The Employer will maintain current job descriptions for all bargaining unit jobs and make such job descriptions accessible to employees and the Union.

The Employer, the Union and employees will engage in regular discussions if they believe the job description is no longer accurate. An employee who believes the job description for their position is not current may request a review of the job description. If the Employer decides to make substantial changes to a job description, the employer will provide the Union with 20 days' notice and an opportunity to provide comments to any changes. Upon request, the parties will meet to discuss any such substantial changes in duties and bargain wage rates for the position.

Job descriptions must include a description of the responsibilities, required skills, and minimum qualifications for the job.

An employee may not be assigned to do a substantial amount of work not encompassed in the specific responsibilities assigned their job description on an ongoing basis. This paragraph does not authorize the employee to refuse to do assigned work.

#### **Article 412 – Personnel File**

Personnel Records. An employee's personnel record includes information relating to an employee's employment such as applications, written performance evaluations, disciplinary actions, correspondence, and other pertinent information.

Before placing any documentation that is evaluative, disciplinary or which reflects negatively on an employee into a bargaining unit employee's personnel file, the bargaining unit employee shall be informed of or given a copy of the documentation. Bargaining unit employees may submit a timely rebuttal, which shall be placed in the personnel file with the corrective action.

The Employer will make an employee's personnel file available for the employee's review and copying within five days of a written request to the Human Resources Department. The Employer will make an employee's personnel file or portions of it available for Union review and copying if the information is relevant to representing members of the bargaining unit. The Union will request the relevant documents in writing including a statement of relevance, and provide the Employer with at least seven (7) days' notice. The Employer will provide copies of requested information from personnel records at least seven (7) days prior to any meeting where such information is relevant.

### **Article 413 – Performance Evaluations**

The Employer will perform regular performance evaluations to provide constructive feedback to employees to enable them to perform satisfactorily and contribute fully to the mission of PPNNE and to plan for training and skills development. The Employer will provide written performance evaluations to the employee at least once per year. Employer may provide feedback more often to encourage the employee's growth and awareness. The employer may alter the performance review tools and process. When management plans to alter performance review tools and/or process, management will seek input about the potential changes through the Labor Management Committee. Evaluation meetings for licensed staff will include the clinical and administrative supervisor. In preparing a performance evaluation, the Employer may consider input from the employee and the employee's co-workers; however, such feedback will be evaluated by the Employer to be fair, accurate, and relevant to performance of the employee's job responsibilities. The employee's supervisor will discuss the evaluation with the employee, provide the employee with a copy of it, and give the employee an opportunity to make written comments on the evaluation form before the form is placed in the employee's personnel record. Evaluations that identify areas of improvement or desired skill development will also identify the support to be provided in order for the employee to progress, if applicable. Evaluations will not be used in place of discipline but an employee may also be subject to discipline for performance issues raised in an evaluation.

### **Article 414 – Layoff, Furlough and Recall**

General. This article describes the procedures to be followed when the Employer makes the decision to reduce the number of employees working or hours worked within a classification in a department or health center. A layoff normally involves a reduction in positions; however, a layoff may involve both a reduction in positions and/or a reduction in hours.

Definitions.

“Layoff” means any reduction in the number of individuals working or hours worked in a classification and department or health center.

“Furlough” means a temporary layoff with a specified end date.

A “home worksite” is the facility at which an employee is normally assigned at the time a layoff occurs.

Notice. If the Employer plans a layoff, the Employer will give the Union and individuals within the affected job classification as much notice as possible but in no case less than thirty (30) days written notice. If the layoff is a furlough, then the minimum notice period will be fourteen (14) days. The notice will identify the date of the proposed action, the individuals who would be laid off and/or whose hours would be reduced, and the reason for the action. In the event of an unforeseen emergency or disaster, the timelines will not apply but the employer will provide as much advance notice as possible.

Meeting. At the Union's request, the Employer will meet with the Union to discuss the reason the Employer proposes a layoff and alternatives to it. The meeting will be scheduled within five (5) days of the request.

Layoff Notices. Layoff notices will explain the affected employee's options.

**Order of Layoff.** If the Employer decides to proceed with a layoff, the Employer will first lay off employees in the affected classification and department or health center in the following order: temporary employees, then regular employees volunteering for layoff, then the least senior regular employee or employees provided the remaining employees have the necessary job-related certification and/or training, and/or advanced clinical skills necessary for operation of the department or health center. If the needed reduction in hours cannot be accomplished by cutting full positions only, a position's hours may be cut in the same order as for layoff. The Employer may, reduce hours across the board for all employees in the department or health center.

**Vacant Positions.** If a regular employee is laid off, in lieu of layoff they may take a vacant position in the same classification, a lesser classification in a classification series, or a position in a previously held classification, in accordance with the requirements of the Job Posting and Vacancy Filling Article. This section shall not apply to furloughs.

**Rights of Laid-Off Employees.** For up to 12 months after the lay-off date, restoration of hours or recall from layoff will be in reverse order of seniority, provided the employees have the necessary job-related certification and/or training, and/or advanced clinical skills necessary for operation of the department or health center. This section shall not apply to furloughs. Employees will be offered recall to the position they held at the time of the layoff. Recall will be accomplished simultaneously by e-mail and trackable mail to the employee's address on file in the Human Resources Department. The employee is responsible for notifying Human Resources of any address changes. The employee must accept or reject the position within seven (7) days and report to work within fourteen (14) days of the mailing of the recall notice unless the Employer and the employee agree otherwise. An employee's recall and employment rights terminate if the employee rejects an equivalent job (same classification and rate of pay as the pre-layoff job). A full-time employee on layoff may elect to work in a part-time position without giving up the employee's recall rights, and a full-time or part-time employee may elect to work in a temporary or per diem position without giving up the employee's recall rights. Employees in layoff status should review the open positions posted on the Employer's website and make applications for vacancies in accordance with Article Job Posting and Vacancy Filling.

## MOH – CHN

Concerning the Transition Of Bargaining Unit Work and Positions to CHN

The Employer and the Union hereby agree:

**Notice:** The Employer will provide the Employee and the Union with no less than sixty (60) days written notice of a decision to permanently or indefinitely layoff or reduce hours.

### **Employer's Obligation to Bargain the Effects of the Decision:**

Prior to the implementation of a transition of services or positions to CHN, the Employer will meet with the Union to:

1. Identify positions to be eliminated.
2. Verify the seniority of affected Employees.
3. Review the present work schedule and the options for employment at CHN and PPNNE.
4. Determine the date(s) of the layoff.
5. Bargain over alternatives to a layoff to minimize its impact.
6. Bargain over the impact of a layoff on Employees.

**Employee Support and Assistance:** The Employer will exercise its best efforts to assist laid off workers in securing continued employment within CHN and/or PPNNE. In a reduction in force, the principle of seniority shall govern.

### **Steps to Be Taken to Determine Placement of Affected Employees.**

1. Step One. The affected Employee(s) will be offered the ability to elect a voluntary layoff status at any step of the reduction in force process.
2. Step Two. The affected Employee(s) may apply for any open position for which they are qualified and for which they meet position requirements within CHN. Employees may exercise this option at any time during the reduction in force process. PPNNE will work with CHN to make sure PPNNE employees will get priority over external applicants for any open positions for which PPNNE employees are qualified, and that substantially equally qualified PPNNE employees will be selected on the basis of seniority.
3. Step Three. The affected Employee(s) may choose to be placed into any vacant position at PPNNE, provided they meet the position requirements (or are able to meet the position requirements with up to 80 hours of paid training). All vacancies shall be filled by the most qualified employee. If two or more employees are substantially equally qualified, the most senior employee will be selected.
4. Step Four. The affected Employee(s) who do not take a position at CHN or another position at PPNNE will be offered the ability to elect to take a one-time severance of one week of pay for every year of service at PPNNE (with a minimum total of \$1000), so long as they work through the Layoff date and sign a Separation Agreement, including a release of claims.

## Position and Pay Grade Chart

Position	Grade	Position	Grade
Accounting Associate/A.P.	D	Intgtd Behav Health SW	I
Admin Coord. Ops & HCD	F	Lab Mngr. & Technologist	J
Adv Prac Clinician I	P1	Lead APC Telehealth Spec	P2
Adv Prac Clinician II	P2	Lead CCS Associate	E
Adv Prac Clinician III	P3	Lead HCA	E
Advocacy Manager	I	Lead HCA Telehealth Spec	E
Assistant Site Manager/Inventory Manager	F	Lead Intgrtd Bhvrl Hlth	J
BlueMail Processor	B	Lead Patient Accts. Assoc	E
Call Center Associate	B	Mktg Graphic Dsgn Coord	E
Campus Organizer	D	Pharmacy Bill Coordinator	B
Clinical Quality Coord	I	Philanthropy Associate	D
Communications Manager	I	Philanthropy Officer	L
Ctrlzd Clinical Sup Assoc	B	Physician Contracted	P5
Ctrlzd Referral Care Coor	D	Pop Health Program Mgr	I
Data Analyst	G	Pt Acct Associate I	B
Data Manager	H	Pt Acct Associate II	C
Development Coordinator	D	Pt. Accts. Assoc II Self	C
Digital Organizer	G	Pub Affrs Cmpl AF BC	H
Dir of Governmtl Grants	H	Public Affairs Organizer	G
Donor Rltns Engmnt Coord	G	Regional Pblc Affairs Org	G
Dvlpmnt Database Ops Mgr	G	Senior Pub Aff Orgnizr	H
Education Coordinator	D	Strtgc Ptrnshp & Prop 5	I
Float and Telehealth P Mg	G	Supply Chain Coordinator	E
HCA Telehealth Specialist	C	Training & Ops Specialist	G
Health Care Associate I	B		
Health Care Associate II	C		
Health Care Associate III	D		

**FY 22**

	New	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
B	\$17.50	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32	\$19.71	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76	\$22.20	\$22.64	\$23.09	\$23.55					
C	\$18.50	\$18.87	\$19.25	\$19.64	\$20.03	\$20.43	\$20.84	\$21.26	\$21.69	\$22.12	\$22.56	\$23.01	\$23.47	\$23.94	\$24.42	\$24.91					
D	\$19.00	\$19.38	\$19.77	\$20.17	\$20.57	\$20.98	\$21.40	\$21.83	\$22.27	\$22.72	\$23.17	\$23.63	\$24.10	\$24.58	\$25.07	\$25.57					
E	\$20.50	\$20.91	\$21.33	\$21.76	\$22.20	\$22.64	\$23.09	\$23.55	\$24.02	\$24.50	\$24.99	\$25.49	\$26.00	\$26.52	\$27.05	\$27.59					
F	\$22.25	\$22.70	\$23.15	\$23.61	\$24.08	\$24.56	\$25.05	\$25.55	\$26.06	\$26.58	\$27.11	\$27.65	\$28.20	\$28.76	\$29.34	\$29.93					
G	\$22.75	\$23.21	\$23.67	\$24.14	\$24.62	\$25.11	\$25.61	\$26.12	\$26.64	\$27.17	\$27.71	\$28.26	\$28.83	\$29.41	\$30.00	\$30.60	\$31.21	\$31.83			
H	\$25.00	\$25.50	\$26.01	\$26.53	\$27.06	\$27.60	\$28.15	\$28.71	\$29.28	\$29.87	\$30.47	\$31.08	\$31.70	\$32.33	\$32.98	\$33.64	\$34.31	\$35.00	\$35.70		
I	\$27.50	\$28.05	\$28.61	\$29.18	\$29.76	\$30.36	\$30.97	\$31.59	\$32.22	\$32.86	\$33.52	\$34.19	\$34.87	\$35.57	\$36.28	\$37.01	\$37.75	\$38.51	\$39.28	\$40.07	
J	\$30.25	\$30.86	\$31.48	\$32.11	\$32.75	\$33.41	\$34.08	\$34.76	\$35.46	\$36.17	\$36.89	\$37.63	\$38.38	\$39.15	\$39.93	\$40.73	\$41.54	\$42.37	\$43.22	\$44.08	
L	\$36.75	\$37.49	\$38.24	\$39.00	\$39.78	\$40.58	\$41.39	\$42.22	\$43.06	\$43.92	\$44.80	\$45.70	\$46.61	\$47.54	\$48.49	\$49.46	\$50.45	\$51.46	\$52.49	\$53.54	\$54.61
P1	\$42.00	\$42.84	\$43.70	\$44.57	\$45.46	\$46.37	\$47.30	\$48.25	\$49.22	\$50.20	\$51.20	\$52.22									
P2	\$44.00	\$44.88	\$45.78	\$46.70	\$47.63	\$48.58	\$49.55	\$50.54	\$51.55	\$52.58	\$53.63	\$54.70	\$55.79	\$56.91							
P3	\$47.50	\$48.45	\$49.42	\$50.41	\$51.42	\$52.45	\$53.50	\$54.57	\$55.66	\$56.77	\$57.91	\$59.07	\$60.25	\$61.46	\$62.69	\$63.94					
P5	\$75.00	\$75.00																			

**FY 23**

	New	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
B	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32	\$19.71	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76	\$22.20	\$22.64	\$23.09	\$23.55	\$24.02					
C	\$18.87	\$19.25	\$19.64	\$20.03	\$20.43	\$20.84	\$21.26	\$21.69	\$22.12	\$22.56	\$23.01	\$23.47	\$23.94	\$24.42	\$24.91	\$25.41					
D	\$19.38	\$19.77	\$20.17	\$20.57	\$20.98	\$21.40	\$21.83	\$22.27	\$22.72	\$23.17	\$23.63	\$24.10	\$24.58	\$25.07	\$25.57	\$26.08					
E	\$20.91	\$21.33	\$21.76	\$22.20	\$22.64	\$23.09	\$23.55	\$24.02	\$24.50	\$24.99	\$25.49	\$26.00	\$26.52	\$27.05	\$27.59	\$28.14					
F	\$22.70	\$23.15	\$23.61	\$24.08	\$24.56	\$25.05	\$25.55	\$26.06	\$26.58	\$27.11	\$27.65	\$28.20	\$28.76	\$29.34	\$29.93	\$30.53					
G	\$23.21	\$23.67	\$24.14	\$24.62	\$25.11	\$25.61	\$26.12	\$26.64	\$27.17	\$27.71	\$28.26	\$28.83	\$29.41	\$30.00	\$30.60	\$31.21	\$31.83	\$32.47			
H	\$25.50	\$26.01	\$26.53	\$27.06	\$27.60	\$28.15	\$28.71	\$29.28	\$29.87	\$30.47	\$31.08	\$31.70	\$32.33	\$32.98	\$33.64	\$34.31	\$35.00	\$35.70	\$36.41		
I	\$28.05	\$28.61	\$29.18	\$29.76	\$30.36	\$30.97	\$31.59	\$32.22	\$32.86	\$33.52	\$34.19	\$34.87	\$35.57	\$36.28	\$37.01	\$37.75	\$38.51	\$39.28	\$40.07	\$40.87	
J	\$30.86	\$31.48	\$32.11	\$32.75	\$33.41	\$34.08	\$34.76	\$35.46	\$36.17	\$36.89	\$37.63	\$38.38	\$39.15	\$39.93	\$40.73	\$41.54	\$42.37	\$43.22	\$44.08	\$44.96	
L	\$37.49	\$38.24	\$39.00	\$39.78	\$40.58	\$41.39	\$42.22	\$43.06	\$43.92	\$44.80	\$45.70	\$46.61	\$47.54	\$48.49	\$49.46	\$50.45	\$51.46	\$52.49	\$53.54	\$54.61	
P1	\$42.84	\$43.70	\$44.57	\$45.46	\$46.37	\$47.30	\$48.25	\$49.22	\$50.20	\$51.20	\$52.22										
P2	\$44.88	\$45.78	\$46.70	\$47.63	\$48.58	\$49.55	\$50.54	\$51.55	\$52.58	\$53.63	\$54.70	\$55.79	\$56.91	\$58.05							
P3	\$48.45	\$49.42	\$50.41	\$51.42	\$52.45	\$53.50	\$54.57	\$55.66	\$56.77	\$57.91	\$59.07	\$60.25	\$61.46	\$62.69	\$63.94	\$65.22					
P5	\$75.00	\$75.00																			



**MSEA PPNNE Signature Page**

Agreed and executed on September 19, 2021.

**Planned Parenthood of Northern New England**

By: Yvonne Lockerby, VP of Centralized Operations



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Duly authorized signature

**Maine Service Employees Association**

By: Angela MacWhinnie, Director of Organizing and Field Operations



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Duly authorized signature

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