

Collective Bargaining Agreement Between
MSEA, Maine Service Employees Association,
and
Planned Parenthood of Northern New England

September 1, 2024, through June 30, 2026

TABLE OF CONTENTS

Contents

Article 101 – Recognition	3
Article 102 - Union Security	4
Article 103 - Management Rights	6
Article 104 - No Strike/No Lockout.....	8
Article 105 – Separability.....	8
Article 106 - Duration	8
Article 107 - Successorship	8
Article 108 - Access to Meeting Rooms.....	8
Article 109 – Access to Employer Premises	9
Article 110 – Bulletin Boards.....	9
Article 111 – Labor Management Committee.....	10
Article 112 – Grievance and Arbitration	12
Article 115 – Staff Meetings.....	14
Article 116 – Attendance	14
Article 201 – Hours of Work.....	15
Article 202 – Rest Breaks, Meal Periods, and Nursing Breaks	18
Article 203 – Inclement Weather	19
Article 204 – Paid Time for Union Meetings	21
Article 301 – Wages	22
Article 302 – Differentials.....	23
Article 303 – Healthcare.....	24
Article 304 – Retirement Match	25
Article 305 – Combined Time Off (CTO).....	26
Article 306 – Holidays	29
Article 307 – Leaves of Absence	30
Article 308 – Travel and Reimbursement.....	32
Article 309 – Certification, Licenses, and Professional Development.....	33
Article 401 – Non-Discrimination and Workplace Harassment.....	35
Article 402 – Seniority	35
Article 403 – Lists / New Employees.....	37

Article 404 – Job Security (Subcontracting)..... 37
Article 405 – Job Posting and Vacancy Filling 37
Article 406 – Temporary Promotion Out of Unit 39
Article 407 – Telecommuting..... 40
Article 408 – New Hire and Transfer Orientation and Training 41
Article 409 – Employee Health and Safety 43
Article 411 – Job Descriptions 46
Article 412 – Personnel File..... 46
Article 414 – Layoff, Furlough and Recall 47
Article 415 – Employment Status 49
MOU – Article 301 – Wages 51
Side Letter – Clinician Compensation Committee..... 52

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
BlueMail Processor
Call Center Associate
Campus Organizer
Centralized Clinical Support Associate
Centralized Referral Care Coordinator
Clinician Quality & Training Specialist
Communications Manager
Communications Specialist
Community Engagement Coordinator
Data Analyst
Development Coordinator
Digital Organizer
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

Inventory Manager
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
Patient Access & Revenue Support
Patient Access & Revenue Coordinator
RCT TH HCA III
RCT CCSA
RCT TH Lead HCA
Regional Public Affairs Organizer
RN
RN - RCT
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 1, 2024, until June 30, 2026, 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 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 Administrative spaces 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 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.
- E. Provide a space for the Unions to offer feedback or raise concerns on issues not related to grievances, mediation, arbitration, and/or ULPs.

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 address the topic, it will be addressed. 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 or virtually 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.

Labor Management Committee meetings and mutually agreed upon collaborative project work shall be paid time.

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. Regular meetings will be held during regular working hours on the Employer's premises or virtually and without loss of pay to participating employees.

Time spent working on DEI Committee projects shall be paid time. Attendance at DEI Committee meetings and collaborative project work shall be paid time.

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. Skipping Steps: By mutual agreement, grievances may be initiated under Steps 2 and 3.
4. Notification: The Union will copy Human Resources on communications at all steps of the grievance process.
5. 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.
6. 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.
7. Discharge Grievances. All discharge grievances shall be filed at Step 2 of the Grievance Procedure within fifteen (15) business days of the effective date of discharge.
8. Grievance Meetings: Grievance meetings will be scheduled to have the least impact on patient care and business operations.
9. Grievance Steps.

Step 1. The employee or the Union, through any employee who is a trained 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) business 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 will 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 five (5) business 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 five (5) business days from the date of the meeting.

Step 2. If the grievance is unresolved at Step 1, the employee and/or the Union may appeal the grievance to the Vice President of Human Resources, and the member of Management Team who oversees the relevant department, or designee within fifteen (15) business days of receiving the Step 1 response. The Vice President of Human Resources, member of Management Team who oversees the relevant department, or designee will meet with the grievant, and the Union representative within fifteen (15) business days of the date the Step 2 appeal was filed. The Vice President of Human Resources and Management Team member will respond in writing within fifteen (15) business days of the meeting.

Step 3. If the grievance is unresolved at Step 2, the employee and/or the Union may appeal the grievance to PPNNE's CEO or designee and will notify Human Resources within fifteen (15) business days of receiving the Step 2 response. The CEO or designee, along with a member of Human Resources, will meet with the grievant and Union representative within fifteen (15) business days of the date the Step 3 appeal was filed. The CEO or designee will respond in writing within fifteen business (15) days of the meeting.

Step 4. If the grievance is unresolved at previous steps, the Union may provide written notice to the CEO or designee and Human Resources of its intent to arbitrate the grievance. This notice must be provided within fifteen (15) business days of the date of the Step 3 response.

10. 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 fifteen (15) business days of the conclusion of mediation.

11. 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) business days of receipt of the notice for arbitration, the Union shall, within fifteen (15) business 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) calendar days of the close of the hearing (including thirty (30) calendar 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 award of any arbitrator on any grievance shall be final and binding upon the parties to the agreement. Each party will be responsible for its own attorney fees, witnesses, and transcript expenses. 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, will be paid by the party that incurred them.

Meetings related to grievances, mediation, and arbitration as described in this article will be held during regular working hours on the Employer's premises or virtually.

Article 115 – Staff Meetings

Town Hall meetings shall be held on a regular basis (no less than every six months) at a time and format that is accessible for all relevant staff. These shall be meetings for bargaining unit members and management to discuss challenges that have come up in their work and to seek support. The agenda will be developed collaboratively in LMC.

There shall be quarterly meetings at each health center for union members and management to collaboratively discuss operations. Meetings will include staff, RODs, RCDs, Health Center Managers, and other Management as needed. The goal of this time will be assessing the state of the health center's operations. Discussion topics may include health center specific circumstances such as patient access and schedules, no-show rates, staffing levels, training needs, the ability of bargaining unit members to take lunches and breaks, and the frequency of staff working late. Updates from these meetings will be provided to and discussed at LMC meetings.

Article 116 – Attendance

Philosophy/Purpose: PPNNE's ability to meet our mission of providing, promoting, and protecting access to high-quality sexual and reproductive health care hinges in our employees. We strive to deliver a reliable, consistent brand experience to every patient and constituent we serve, and regular employee attendance and punctuality is vital to meeting those service standards. We embrace a just culture, which is a value of shared accountability and is designed to respond to behaviors in a fair and just manner. A just culture acknowledges that people make mistakes, invites open communication and inquiry, and continuous improvement. It establishes a system that prioritizes support and coaching. The purpose of this article is to set forth PPNNE's expectations for handling employee absences and tardiness to promote efficient operation of our organization and minimize disruptions, including unscheduled absences and foster open communication and resolution.

A. Tardiness: PPNNE assumes that employees are conscientious and share the goal of timeliness in support of the organization's mission. Employees should be ready to work at the start of their assigned schedule, and report to work and return from scheduled breaks on time. For the purposes of this article, tardiness shall be defined as reporting to work seven (7) minutes after the prescribed starting time. A pattern of habitual tardiness may be subject to progressive discipline.

Unscheduled Absence:

- a. **Unexcused/unplanned absence:** An unscheduled absence is an absence that was not prescheduled or authorized by an employee's supervisor. If an employee will be absent because of an illness or urgent life event, the employee is expected to notify their supervisor as soon as possible, no later than 30 minutes prior to the employee's scheduled starting time on that same day. If the employee is unable to call, email, or text, they are expected to their best ability to have someone make the call/text/email on their behalf. Absences on consecutive workdays for the same illness will count as one unscheduled absence.

- b. **Pattern of absence:** A pattern of absenteeism may occur when an employee is noncompliant with attendance or tardiness policies. Employees may be subject to progressive discipline for a pattern of unscheduled absences.
- c. **No call/no show:** Employees may be subject to immediate discipline for a no call/no show. Repeated or consecutive scheduled workdays of no call/no show may be considered job abandonment and could result in termination of employment.

Absences, tardiness, and early departures due to approved FMLA leave, Short-Term Disability leave, military leave, jury duty, workers' compensation, other approved leave, or reasonable accommodation as required by law will not be counted as part of a pattern of abuse. Covid or other public health mandated absences shall not be counted as a pattern of abuse. Scheduled absences shall not constitute a pattern in and of itself.

While PPNNE's philosophy prioritizes support and coaching conversations first, circumstances may arise where corrective action is necessary.

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. As described in Section 5, it is understood that the hours of work for non-health care delivery positions may vary throughout the week, and that such bargaining unit employees may flex their hours accordingly.

3. **Health Care Delivery Positions - Work Schedules.** Except as provided in section 3.2, 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 (hours and days), unless by agreement of the employee and manager. Assignments of the day may vary depending on business needs. 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. Employees must also have established workdays and start and end times 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 or by mutual agreement of impacted staff. 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 Emergency closure unrelated to weather: In rare cases, PPNNE Management may decide to close a location for staff safety. An example of such a closure would include a security threat as determined by Management. In these instances, employees will be instructed to code their scheduled hours as "closed".

6.4 If PPNNE decides to close a facility or any department unrelated to weather on a temporary basis, employees may be required to do different work or work at a different facility on a temporary basis. This may include providing satellite/remote support for other locations based out of their home health center, another PPNNE location, or their home center. Managers will work with their staff in these situations.

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 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 5 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 timecard.

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 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 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). The employee will not be subject to corrective action.
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. As much as is reasonably possible, PPNNE shall notify employees a minimum of two hours before the start of the work shift. Employees will be paid for such time. Such hours will not be considered hours worked for overtime purposes, and 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 of delayed start, 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. The employee will not be subject to corrective action.

5. Employees who are able to work from home should do so during inclement weather or hazardous conditions with no loss of pay.
6. Employees who routinely work from home will not be affected by health center closure(s). If remote work is impossible due to a widespread weather event impacting the majority of the team, the department may close, and the weather code may be used at the direction of management.
7. Inclement weather conditions that qualify under this article shall be determined by the Health Center Manager, administrative location manager, or Management Team.
8. Employees who do not feel safe driving in inclement weather may request use of their CTO or may take unpaid time off if no CTO is available. Requests will not be unreasonably denied, and employees shall not be subject to corrective action.
9. If an employee is required to drive anywhere other than their assigned home site as part of their work duties, and weather is impacting the site and/or a weather emergency has been declared for any portion of their required drive or at the location at which they are scheduled to work shall not be required to drive. They have the option to work remotely, work at a health center that is open and within a reasonable travel distance and which does not require them to navigate hazardous driving conditions or use CTO. The employee will not be subject to corrective action if they use CTO (or are unpaid if none is available).
10. Telecommuting: Employees who telecommute will be considered to be working at a closed site:
 - a. If remote work is impossible due to a widespread weather event impacting the majority of the team, the department may close.
 - b. Where a widespread weather event makes it impossible for an individual employee to telecommute or travel, the weather code may be used at the direction of management.

Article 204 – Paid Time for Union Meetings

Bargaining unit employees involved in union activities/meetings will be paid as follows:

Paid:

- Grievance Meetings – PPNNE will pay for time spent by up to two (2) bargaining unit employees at their current rate at Step 1, Step 2, and Step 3 grievance meetings.
- Group Grievances – If there is a group grievance affecting a large group, PPNNE and the Unions shall work to balance participation without loss of pay and maintaining services.
- ½ hour union orientation with employees during their initial onboarding or if necessary, no later than 30 calendar days after their start date.
- Labor Management Committee
- Informal meetings with Management
- Investigations conducted by Management

Activities unpaid by PPNNE:

- Union to union meetings
- Union business which does not involve PPNNE Management members
- CBA Negotiations
- Impact Bargaining
- Mediation
- Arbitration

Article 301 – Wages

1. Wages.

FY25: Effective the first full pay period after ratification, bargaining unit employees will receive a 4% increase in their base pay by increasing the wage range by 2.0% and by moving up one step.

FY26: Effective the first full pay period in July, 2025, bargaining unit employees will receive a 4% increase in their base pay by increasing the wage range by 2.0% and by moving up one step.

- A. Annual FY increases do not apply to Contracted Physicians. Contracted physicians shall be paid a fixed fee of \$1,400 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. Integrated Behavioral Health Social Workers 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 or work done for a different site while remaining at their home site (satellite/remote care).

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

Bilingual Differential. PPNNE shall pay a \$5 per hour differential for each hour (or any portion thereof) where they provide interpretation services or bilingual skills.

Participation in Diversity, Equity and Inclusion Work. Employees shall receive an additional \$5 per hour for each hour worked participating in committees, performing any work related to those committees, participation in related conferences, or as trainers to improve and address diversity, equity and inclusion at PPNNE.

HCA Training Differential (HCA I, II, and III, are eligible for this differential). Upon ratification, PPNNE shall pay a differential to HCAs assigned by PPNNE to act as the assigned on-site training for a new HCA from this bargaining unit during that employee's trial service period (their first 90 days). The differential shall be \$1.00 per hour for all hours worked while performing this role. Only one HCA may record the differential at any given time per employee being trained.

Article 303 – Healthcare

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.

		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%

Premium cost sharing PPNNE Contributions to employee HRA Accounts

For single contract - \$1,5000

For Two-Person or Family - \$3,000

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.

Improving Healthcare:

PPNNE and the Union will continue to explore options including joint employer health care trusts for alternative health insurance plans/providers that may bring savings, quality of care, and/or increased coverage benefits to PPNNE and all its employees. Subject to mutual agreement, either party may request to reopen the contract to negotiate the health insurance plan/coverage.

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 1st or January 1st
- The employee is currently enrolled in the PPNNE retirement plan
- The employee is contributing at least 1% of their salary
- The employee has worked the required number of hours to qualify (typically at least 20 hours per week).

Article 305 – Combined Time Off (CTO)

Effective 1/1/2025, 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.

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 does not accrue during unpaid leave.

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	At least 6 weeks advance	one week of request

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 personal Sick Bank hours, up to a maximum of 175 hours total accumulation at any one time.

Donation to Communal CTO Pool: Employees at PPNNE may donate their own CTO at any time to the communal CTO Pool. Such donations shall not be designated for any particular employee.

Application for a donation from the CTO Pool: An employee may apply for a donation from the CTO Pool if they have exhausted their personal sick bank and all except five (5) business days of CTO. Donated hours cannot put employees over their budgeted hours for any pay period.

Personal Sick Bank: For employees with sick bank hours at the time of ratification: Sick Bank hours shall be available for use after an employee has used 2 CTO days and/or for an employee who has previously used 4 non-consecutive CTO days. The CTO use (two/four day waiting period) applies per calendar year and must be met per illness/condition. Medical excuse notes and/or other documentation is not required for use of sick bank outside of FMLA usage.

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

Once an employee has given notice, they may no longer use holiday hours, unless there is a holiday where PPNNE is closed during their notice.

Any employee not providing adequate notice for CTO to be paid out cannot use accrued CTO, and/or holiday hours once they have given their notice.

Article 306 – Holidays

PPNNE offices/Health Centers 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 into a new calendar year and will not be paid out on separation of employment.

C. If an Employee is unable to use their Holiday time for the actual holiday, the Employee will work directly with their manager for approval of time off to make use of the earned Holiday bank within the quarters outlined below. All requests for time off will not be unreasonably denied. For those employees who are unable to use their holiday bank, they shall receive payment for the holiday in the second full pay period following the quarter in which the holiday occurred if they are in active employment status at the time of the reimbursement. Payments will be made at the current hourly rate of staff and includes salaried employees at the time of the quarterly reconciliation. Payments shall be prorated to reflect the employee's FTE status. The quarters are:

- January 1 - March 31: New Years' Day
- April 1 - June 30: Memorial Day, Juneteenth
- July 1 – September 30: Independence Day, Labor Day
- October 1 – December 31: Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

D. 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 employee's paid vacation, holiday pay will be provided instead of the CTO benefit that would have otherwise 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.

E. Voting. All Bargaining Unit employees who do not have sufficient non-working time when the polls in their area are open to vote will be approved for up to 2 hours of CTO to vote in local, state, and national elections. PPNNE can specify whether the hours are to be taken at the beginning or end of an employee's regular work hours. 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.

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. PNNE will provide short-term family leave in compliance with state law. Information shall be made readily available to employees electronically and in work locations describing the basic process for requesting FMLA and who to contact in the organization.

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 ten (10) 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. When eligible, employees planning on using PPL are required to apply for Short Term Disability (STD) in order to receive PPL. When used, STD will be used in conjunction with PPL to cover the first eight weeks of leave after delivery.

For employees who have been employed three to six months who do not qualify for Paid Parental Leave, PPNNE will pay one week of leave at their current rate and budgeted hours to cover the short-term disability elimination period.

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 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 employees budgeted for 37.50 hours/week for a death of a person they or their partner consider family. Bereavement leave is prorated for employees based on their budgeted hours. 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. Paid time off 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 thirty (30) 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 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 designated 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. For employees who work remotely and consider their "home site", mileage reimbursement for business purposes is anything beyond ten (10) miles (one way) from their home.

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

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 and PSCs are eligible for up to \$1,500 per fiscal year.
 - b. LPNs and RNs are eligible for up to \$1,000 per fiscal year.
 - c. Funds will be available for licensed staff to use at 3 months from hire date. Any unused funds, up to \$1,500 for APCs/PSCs and \$1,000 for LPNs/RNs, will be rolled over to the following fiscal year to be used in subsequent years in addition to the allotment for that year, with a total CEU balance never to exceed twice the annual CEU allotment.

3. Professional Development Days. Eligible bargaining unit employees will receive four (4) paid professional development days per year. In addition, staff who complete at least one rotation serving as clinical preceptor/mentor for learners or onboarding new PPNNE licensed personnel in the course of a year will receive an additional CEU day(s) as outlined in Article 408.
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 for PPNNE
 - b. National certification fees
 - c. DEA license in all states in which a clinician is asked to perform work for PPNNE (if a clinician's employment ends within 1 year of obtaining a DEA paid by PPNNE, the cost will be pro-rated and reimbursed by the employee). The clinician has the option of paying PPNNE a pro-rated amount to transfer their DEA license over to their new employer.
 - d. Compensation for CPR certification, if they cannot complete the training with PPNNE's program.
 - e. The cost of the above fees will be reimbursed within 1 month of hire date for new graduates or newly hired staff who need to obtain their license(s), certification, and DEA(s) for employment with PPNNE.

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 Vermont Attorney General's Office, 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 halfway 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 halfway 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), 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.

The union will provide to Human Resources a current slate of union leadership including names and roles of committee members, field representatives, stewards, etc. and will send updates to this list as they occur. The union will provide a list of trained representatives.

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 Vermont / New Hampshire or Maine or whether to hire a Vermont / New Hampshire or Maine applicant for positions that can be located in any state.

All bargaining unit position postings will include the responsibilities, required skills, minimum qualifications of the job, the health center or department, location(s), hour per week, pay range, whether it is benefit eligible, and the anticipated duration of the position if it is temporary.

When a staff person vacates an existing bargaining unit position, the now vacant position will be offered to currently employed bargaining unit staff prior to an external posting. If it meets a business need, a vacated position may be temporarily or permanently apportioned by shift. These shifts can then be offered to existing staff within the same department or Health Center. If all skills between competing applicants are essentially equivalent, placement will be based on seniority.

Any newly-created position that was not previously filled by bargaining unit staff will be posted internally for a minimum of seven (7) days and may be simultaneously posted externally. 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 under-represented, 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 (which shall include training on bias in hiring) 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 employment with PPNNE – and the Employer and employee are in agreement with the changes: Changes in FTE status; changes in scheduled hours; changes in location, which includes the Remote Care Team.

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. Any contracted annual increase will be applied once the employee returns to their original position/pay rate.

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 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. Telecommuting work must be based out of ME, NH, VT, or MA. On a case-by-case basis, reviewed by Human Resources, employees may request to telecommute from another state.

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 arrangement 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, administrative site, 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 and supervisors will be provided a checklist of training for their position. Supervisors will work with the employee to complete their training checklist.

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. **Admin Orientation.** Any employee who is assigned to work in an administrative department will be oriented and receive onboarding to their role. The orientation will include a review of procedures.

Any employee who is assigned to work at an external event that they have not worked previously (or similar event) will undergo training and discuss preparation with their supervisor which may include role playing, watching videos, or shadowing their supervisor or an experienced staff member (ie., a staff member who has previously conducted this or a similar event).

Onsite and/or virtual training of new administrative staff shall be provided primarily by their supervisor or experienced staff, which can be defined as an employee that has been in their position and department for more than six months or has demonstrated competency.

4. **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 two weeks' notice. An updated copy of the Personnel Policies will be kept on SharePoint. Any substantive changes will be sent via email to all staff.

5. **Advanced Practice Clinician (APC) and Licensed Staff Training and Orientation.** Each new Advanced Practice Clinician will be assigned to one or more experienced PPNNE APC mentor(s) for their initial learning/onboarding evaluation period. Effort should be made to pair new hire clinicians and licensed staff with mentors who have worked at PPNNE or another Planned Parenthood Affiliate for at least 1 year prior to mentorship. The onboarding time frame and amount of mentoring/coaching will be assessed by the mentor

and supervisor(s), in collaboration with the new clinician.

- A. For participation in onboarding new licensed hires and/or precepting students, mentoring licensed staff (clinicians, PSCs, RNs, Etc.) will be awarded 1 day of CEU, to be used within 1 year following mentorship period. If a clinician mentors more than once per year, for each additional mentorship of a PPNNE clinician, one ½ day of CEU will be awarded up to two days per year.

Collaborative shifts: Following initial onboarding at PPNNE, all APCs may participate in Collaborative Shifts. Each APC will be allotted paid shifts to collaborate with APC colleagues at PPNNE. This can include hosting another clinician for 1 shift at their home site or traveling to another site for 1 shift (without travel differential but travel time is compensated). This can include side-by-side schedules at a single site if health center staffing and space allows, or shadowing shifts. Timing of collaborative shifts varies by experience and tenure including:

1. New hire APCs (new graduate): 1 shift every other per month, totaling 6 shifts, within the first year of hire.
2. New hire APCs (experienced clinician): 1 shift per quarter, totaling 4 shifts, within the first year of hire.
3. All PPNNE clinicians (after 1 year of employment): up to 2 side-by-side shifts per year. Collaborative Shifts shall be coordinated with HCMs and Senior Manager of Centralized Staffing to maintain patient access/health center operation and shall not be unreasonably denied.

6. Trainers. Training of new staff shall be provided by current staff. PPNNE shall provide support and training in order for the trainers to build and maintain skills and to remain up-to-date with the materials o which they are providing training. Trainers shall be experienced staff defined as staff with preferably at least one year of experience at PPNNE. Relevant on-site staff available who have been with PPNNE for one year, or on-site bargaining unit staff with demonstrated competency may act as a trainer. When staff members are orienting or training another staff person they shall:

- A. Have access to structured training materials;
- B. For all staff, PPNNE may may adjustments in the schedule, workload, or staffing as needed to support an environment for effective training, operations, and, where applicable, patient care.

7. 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.

8. Ongoing Training. PPNNE is committed to ongoing trainings PPNNE will determine the timing, content, and methods of such trainings. Some examples of trainings could include: DEI best practices, workplace safety, or de-escalation training. The training shall be on paid time. PPNNE will dedicate at least one annual all-staff call and at least one health center all to a training topic determined by LMC.

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, after insurance has been applied. In addition, PPNNE shall cover the full cost of the following immunizations after insurance has been charged and paid out: Flu and Covid-19. For these vaccines, if an employee is uninsured, they will make an effort, with the support of PPNNE, to receive these vaccines from local state departments of health for free or reduced cost when possible. In the case of financial hardship, PPNNE will cover the cost. Immunizations shall be voluntary, unless required by the government.

7. PPNE shall provide all employees safety information and training during orientation as well as periodic workplace safety training concerning safety and health hazards, safe work practices, and procedures to eliminate or minimize hazards. Safety trainings shall include de-escalation, hostile encounters, emergency evacuation training and drills which includes fire safety and active shooter response training and managing suspicious encounters. Additional training on safety may be added as needed. Suggestions for additional trainings may be discussed at LMC.

8. If an employee(s) believe(s) there is risk to health or safety to themselves or patients, they may raise these concerns and work with their supervisor/program director to address the concerns in a timely manner. Addressing these concerns may, at the discretion of management, include a change in work assignment, adjusting staffing levels, or other measures to address the employee's working conditions.

9. PPNNE shall provide menstrual products at no cost to employees in bathrooms at all health centers and administrative locations.

10. Workplace Safety and Security

PPNNE shall continue to take reasonable steps within its control to protect staff from assault, verbal abuse, or physical harm. To protect staff from such activity, PPNNE shall:

- A. PPNNE will not permit weaponry belonging to visitors, vendors, or patients outside of patient care areas. PPNNE shall report any and all physical injuries to employees that involve the use of a firearm or other dangerous weapon to the union as soon as practicable. Provide rapid response to assist the staff in situations that involve violence or potential violence.
- B. PPNNE shall develop standard procedures for all departments, maintain training and readiness for responses to active weapons, which may include practice responses and evacuation skills.
- C. Report injuries or illnesses caused by workplace violence to any Agency as required by law. Staff will self-report such incidents using the appropriate incident report and will notify their immediate supervisor.
- D. Staff who are physically injured as a result of a worker's compensation eligible incident will work with Human Resources through the worker's compensation process to ensure no disruption in regular pay.

- E. Employees suffering significant workplace trauma may request temporary paid leave from their supervisor in conjunction with Human Resources. This includes but is not limited to serious incidents in the workplace such as serious work injury, overdose of a co-worker or patient, work-related death of a co-worker, suicide of a co-worker, death of a patient, experiencing a violent attack or abuse, active weapon situation, or any other work-related incident that may cause direct or vicarious trauma to the employee.
- F. Workplace stress: To help employees manage workplace stress we offer an Employee Assistance Program (EAP) at no cost to employees as well as a health and wellness corner on SharePoint.

Article 410 – Corrective Action and Discharge

Just Cause. No employee who has completed the initial trial service (including extension(s)) 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 timeframe 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) business 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 business days of the notice and have that response incorporated into the record. If the Employer issues a corrective action, notice shall be sent to the union within 48 hours of issuing the discipline

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 administrative 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' prior 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 rate 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. The 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 employees’ 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.

Article 415 – Employment Status

Full-Time Employee: Full-time employees are regularly budgeted to work 30 hours or more per week.

Part-Time Employee: Part-time employees are regularly budgeted to work up to 29.99 hours per week.

Any proposed changes must adhere to the procedures outlined in this collective bargaining agreement.

Request to Decrease FTE

A bargaining unit employee's request to decrease their FTE (regularly budgeted hours) shall be submitted in writing to their supervisor for approval. Two employees may also jointly request to split an FTE in order to both reduce their hours.

The supervisor will respond to the employee's request within 14 calendar days. If approved, the manager and employee will complete the necessary HR documentation. Employees granted a decrease in FTE status may be required to work their regularly scheduled hours until a replacement has been found. Employees will not be held in their position longer than three months.

Requests will be approved in the order they are received. In cases where multiple requests are submitted simultaneously and not all can be accommodated, priority will be given based on seniority. Requests for FTE reductions shall not be unreasonably denied, and the existence of open or unfilled positions shall not in and of itself be grounds for denial. If a request is denied, the supervisor must provide a written explanation for the decision.

New Hires and Potential Candidates

During the interview process, scheduling needs must be discussed to ensure alignment with health center operations. For new hires, health center needs take precedence over scheduling preferences. Existing staff schedule requests take precedence over new hire requests. Once a new hire has accepted a position, no changes to their schedule or budgeted hours shall occur outside the processes defined in the Collective Bargaining Agreement.

Flexibility to Meet Business Needs

To meet the operational needs of the health centers the organization may offer flexibility to full-time employees. In addition to the regular part-time schedules as defined above, this could also include short-term temporary part-time work for current staff (positions lasting up to three months may be internally posted). Employees filling these roles will not lose their union status.

MOU – Article 301 – Wages

Effective the date of ratification PPNNE agrees to move the following employees two steps, instead of the one step outlined in the CBA for all other bargaining unit employees, as a one-time adjustment for FY25 only:

Heather Curran
Emily Hansen
Kathryn Jacobs
Caren Kachoris
Laurel Kelliher
Pamela Mullin
Katie Riley
Brittany Haskins
Jessica Morrish
Joanna Kelley-Cohen

The FY25 wage tables for the following grades will be extended one additional step from the FY24 wage tables:

Grade C extended to step 16
Grade D extended to step 16
Grade I extended to step 21
Grade P2 extended to step 14
Grade P3 extended to step 15

The FY26 wage tables the following grades will be extended one step from the FY25 wage tables:

Grade C extended to step 17
Grade D extended to step 17
Grade I extended to step 22
Grade P2 extended to step 15
Grade P3 extended to step 16

PPNNE shall pay each employee a one-time lump sum ratification bonus of \$200 to be paid the pay in the payroll with pay date of 12/13/2024. These bonuses will be subject to the applicable taxes. Employees must be actively employed on 12/13/2024 in order to receive this bonus.

Side Letter – Clinician Compensation Committee

PPNNE and the Union shall meet starting in July, 2025 to study market data and clinician and PSC compensation as part of bargaining preparation for the next CBA. Discussion will include:

1. Fair and competitive wages;
2. Share compensation calculations and market data;
3. Improve quality of care;
4. Promote the increase in patient access;
5. Incentivize career growth including the addition of skills and services provided by each clinician;
6. Maintain financial viability of PPNNE;
7. Increase the efficiency of clinician administrative practices;
8. Improve recruitment and retention of clinicians.

The discussions will include an equal number of representatives from management and the Union. Attendance at these meetings shall be considered paid time.

Wage Tables

B: Health Care Associate I; Call Center Associate; Pharmacy Bill Coordinator; Ctrlzd Clinical Sup Assoc; BlueMail Processor; **C:** Pt Acct Associate II; Pt. Accts. Assoc II Self; Health Care Associate II; HCA Telehealth Specialist; **D:** Accounting Associate/A.P.; Ctrlzd Referral Care Coor; Development Coordinator; Philanthropy Associate; Campus Organizer; Health Care Associate III; Education Coordinator; RCT TH HCA III; Pt. Access & Rev. Sprt.; Pt. Access & Rev Coord.; RCT CCSA; **E:** Lead HCA Telehealth Spec; Mktg Graphic Dsgn Coord; Supply Chain Coordinator; Lead Patient Accts. Assoc; Lead HCA; Lead CCS Associate; RCT TH Lead HCA; **F:** Admin Coord.; Inventory Mgr.; **G:** Data Analyst; Digital Organizer; Donor Rltns Engmnt Coord; Training & Ops Specialist; Public Affairs Organizer; Regional Pblc Affairs Org; Dvlpmnt Database Ops Mgr; Float and Telehealth P Mg; Community Engagement Coord. ; **H:** Pub Affrs Cmpl AF BC; Senior Pub Aff Orgnizr; **I:** Strtgc Ptrnshp & Prop 5; Pop Health Program Mgr; Advocacy Manager; Intgtd Behav Health SW; Communications Manager; Clinical Quality Coord; Communications Specialist; **J:** Lab Mngr. & Technologist; Lead Intgrtd Bhvrl Hlth; **L:** Philanthropy Officer; **P:** RN; RN-RCT; **P1:** Adv Prac Clinician I; Adv Prac Clinician Float I; **P2:** Adv Prac Clinician II; Adv Prac Clinician Float II; **P3:** Adv Prac Clinician III; Adv Prac Clinician Float III; **P4:** Clin Qlty & Training Spec.; **P5:** Physician Contracted

FY 25:

Grade	New Hire	1	2	3	4	5	6	7	8	9	10	11
B	18.57	18.94	19.32	19.71	20.10	20.50	20.91	21.33	21.76	22.19	22.64	23.09
C	19.64	20.03	20.43	20.84	21.26	21.69	22.12	22.56	23.01	23.47	23.94	24.42
D	20.17	20.57	20.98	21.40	21.83	22.27	22.71	23.17	23.63	24.10	24.58	25.07
E	21.76	22.20	22.64	23.09	23.55	24.02	24.50	24.99	25.49	26.00	26.52	27.05
F	23.61	24.08	24.56	25.05	25.55	26.06	26.58	27.11	27.65	28.20	28.76	29.34
G	24.14	24.62	25.11	25.61	26.12	26.64	27.17	27.71	28.26	28.83	29.41	30.00
H	26.53	27.06	27.60	28.15	28.71	29.28	29.87	30.47	31.08	31.70	32.33	32.98
I	29.18	29.76	30.36	30.97	31.59	32.22	32.86	33.52	34.19	34.87	35.57	36.28
J	32.11	32.75	33.41	34.08	34.76	35.46	36.17	36.89	37.63	38.38	39.15	39.93
L	39.00	39.78	40.58	41.39	42.22	43.06	43.92	44.80	45.70	46.61	47.54	48.49
P	35.56	36.27	37.00	37.74	38.49	39.26	40.05	40.85	41.67	42.50	43.35	44.22
P1	44.57	45.46	46.37	47.30	48.25	49.22	50.20	51.20	52.22	53.26	54.33	
P2	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	50.41	51.42	52.45	53.50	54.57	55.66	56.77	57.91	59.07	60.25	61.46	62.69
P4	51.47	52.50	53.55	54.62	55.71	56.83	57.96	59.12	60.30	61.51	62.74	63.99
P5	75.00	75.00										

Grade	12	13	14	15	16	17	18	19	20	21
B	23.55	24.02	24.50	24.99						
C	24.91	25.41	25.92	26.44	26.97					
D	25.58	26.09	26.61	27.14	27.68					
E	27.59	28.14	28.70	29.27						
F	29.93	30.53	31.14	31.76						
G	30.60	31.21	31.83	32.47	33.12	33.78				
H	33.64	34.31	35.00	35.70	36.41	37.14	37.88			
I	37.01	37.75	38.51	39.28	40.07	40.87	41.69	42.52	43.37	44.24
J	40.73	41.54	42.37	43.22	44.08	44.96	45.86	46.78		
L	49.46	50.45	51.46	52.49	53.54	54.61	55.70	56.81	57.95	
P	45.10	46.00	46.92	47.86	48.82	49.80	50.80	51.82		
P1										
P2	59.21	60.39	61.60							
P3	63.94	65.22	66.52	67.85						
P4	65.27	66.58	67.91	69.27	70.66	72.07	73.51	74.98	76.45	
P5										

FY 26:

Grade	New Hire	1	2	3	4	5	6	7	8	9	10	11
B	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	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	20.57	20.98	21.40	21.83	22.26	22.71	23.16	23.63	24.10	24.58	25.07	25.57
E	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	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	24.62	25.12	25.62	26.13	26.65	27.18	27.72	28.27	28.84	29.42	30.01	30.61
H	27.06	27.60	28.15	28.71	29.28	29.87	30.47	31.08	31.70	32.33	32.98	33.64
I	29.76	30.36	30.97	31.59	32.22	32.86	33.52	34.19	34.87	35.57	36.28	37.01
J	32.75	33.41	34.08	34.76	35.46	36.17	36.89	37.63	38.38	39.15	39.93	40.73
L	39.78	40.58	41.39	42.22	43.06	43.92	44.80	45.70	46.61	47.54	48.49	49.46
P	36.27	37.00	37.74	38.49	39.26	40.05	40.85	41.67	42.50	43.35	44.22	45.10
P1	45.46	46.37	47.30	48.25	49.22	50.20	51.20	52.22	53.26	54.33	55.42	
P2	47.63	48.59	49.56	50.55	51.56	52.59	53.64	54.71	55.80	56.92	58.06	59.22
P3	51.42	52.45	53.50	54.57	55.66	56.77	57.91	59.07	60.25	61.46	62.69	63.94
P4	52.50	53.55	54.62	55.71	56.82	57.96	59.12	60.30	61.51	62.74	63.99	65.27
P5	75.00	75.00										

Grade	12	13	14	15	16	17	18	19	20	21	22
B	24.02	24.50	24.99	25.49							
C	25.41	25.92	26.44	26.97	27.51	28.06					
D	26.09	26.61	27.14	27.68	28.24	28.80					
E	28.14	28.70	29.27	29.86							
F	30.53	31.14	31.76	32.40							
G	31.22	31.84	32.48	33.13	33.79	34.47					
H	34.31	35.00	35.70	36.41	37.14	37.88	38.64				
I	37.75	38.51	39.28	40.07	40.87	41.69	42.52	43.37	44.24	45.12	46.02
J	41.54	42.37	43.22	44.08	44.96	45.86	46.78	47.72			
L	50.45	51.46	52.49	53.54	54.61	55.70	56.81	57.95	59.11		
P	46.00	46.92	47.86	48.82	49.80	50.80	51.82	52.86			
P1											
P2	60.40	61.61	62.84	64.10							
P3	65.22	66.52	67.85	69.21	70.59						
P4	66.58	67.91	69.27	70.66	72.07	73.51	74.98	76.48	77.98		
P5											