

COLLECTIVE BARGAINING AGREEMENT
between
Service Employees International Union, Local 49
and
Planned Parenthood Columbia Willamette

June 12, 2012 through June 30, 2014

SEIU Local 49 Members at Planned Parenthood of Columbia Willamette:

Our first union contract is a negotiated agreement that provides specific rights and protections on the job that non-union workers do not enjoy. In addition, our union contract guarantees our pay and benefits and lays the groundwork for a new collaborative working relationship with management.

In 2012 we won our first contract in a bad economy. While everywhere around us, locally and nationally, workers are facing cuts, pay freezes, mandatory furlough days, and unemployment, together we were able to secure a contract that addresses our primary concerns of ending the wage freeze, improving recruitment and retention, improving communications and having a voice!

We won these improvements because we were more strong, united and visible to Planned Parenthood of Columbia Willamette (PPCW) over the last year. Our stickers, signs, and the sight of us picketing for a fair contract helped us form our union and negotiate a fair agreement. Here are a few of the highlights of our new contract:

WE IMPROVED AND SECURED OUR WAGES AND BENEFITS

- **We ended the pay freeze**
- **We increased the minimum wage for newly hired employees from \$10.73 to \$12.00**
- **We won a 4.25% raise for employees earning \$18.00/hour or less and a 2.5% for employees earning more than \$18.00/hour on July 1, 2012**
- **Everyone will get a cost of living raise of 2% July 1, 2013**
- **We will have a wage scale by June 2014, ultimately translating into higher wages for long-term PPCW employees**

WE IMPROVED WORKING CONDITIONS

- **We will have predictable schedules with regular workdays/hours, no changes to schedules without agreement**
- **We will be paid overtime if we must stay more than 30 minutes after the scheduled end of the shift to see scheduled patients**
- **Education Department employees will be paid hourly and have a right to overtime pay**
- **Employees will not be disciplined or terminated without just cause**

WE WON RESPECT AND A VOICE IN DECISION-MAKING

- **Board meetings will be open to us**
- **Management must meet with us to discuss many operational changes before decisions are made**

WE WON RESPECT FOR OUR UNION

- **All employees will belong to the union**
- **Union stewards will help protect the rights of their co-workers in disciplinary and grievance meetings**
- **Our contract rights can be enforced through a grievance procedure and, if necessary, by an arbitrator with the power to require all of us to play by the rules**

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PREAMBLE

This AGREEMENT is made and entered into on the date shown at the end hereof, by and between PLANNED PARENTHOOD COLUMBIA WILLAMETTE (PPCW), hereinafter referred to as “Employer,” and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 49, CTW-CLC, of Portland, Oregon, hereinafter referred to as “Union.”

ARTICLE 1 - RECOGNITION

- 1.1** The Employer recognizes the Union as the exclusive bargaining representative for all employees of the Employer except for managerial employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act. 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.
- 1.2** No provision of this Agreement precludes the Employer’s use of volunteers.
- 1.3** When a new job classification 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. Wage rates will be established that are appropriate given job requirements. The Employer will notify the Union at least twenty-one (21) days before any new classification is established. The notice will include a proposed date and time to meet to discuss the new position job description and, unless the employer contends the position does not belong in the bargaining unit, the proposed wage rate or rates and copies of materials examined to arrive at a proposed wage rate or rates (for example, job descriptions for comparable jobs, salary surveys, other collective bargaining agreements). Unless the Union waives its right to bargain, the parties will meet during the 21-day period to determine whether or not the classification belongs in the bargaining unit and, if the position is agreed to be in the bargaining unit, to establish an appropriate wage rate.

If the parties cannot agree that a position should be included, the Union may present the issue to the National Labor Relations Board.

If the parties have met and exchanged proposals but do not agree on an appropriate wage rate or rates, the Employer may implement its final offer at any time after the 21-day notice period expires and notice is given to the Union. If the Union notifies the Employer of its desire to submit the wage rate issue to an arbitrator within fourteen (14) days of receiving the implementation notice, an arbitrator will be selected in accordance with Article 7, and the arbitrator shall be empowered to set an appropriate

wage rate retroactive to the implementation date and to award back pay to affected employees. The arbitrator shall base the written decision on the requirements of the job, a comparison with the wage rates of other bargaining unit employees (especially those having similar qualifications, duties, and responsibilities), and wage rates paid by other organizations. Wage rates paid by other organizations shall be considered solely to assist the arbitrator in determining the appropriate relationship between wage levels for the new job and other bargaining unit jobs.

ARTICLE 2 - UNION SECURITY

2.1 MEMBERSHIP • All bargaining unit employees covered by this Agreement must become members of the Union or pay fair share payments to the Union equal to the initiation fee and dues required of members as a condition of employment within thirty-one (31) calendar days after beginning their employment or within thirty-one (31) calendar days after the signing of this Agreement. All bargaining unit members must maintain membership in good standing or make monthly fair share payments for the duration of the collective bargaining agreement. Employees who fail to comply with this requirement must be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union.

2.2 DUES DEDUCTION • The Employer will deduct from each employee's wages initiation fees, dues, fair share payments, and voluntary COPE contributions provided the employee has voluntarily agreed to and signed a written assignment and authorization of the deduction. The amount of initiation fees, dues, and fair share payments will be made according to a tiered schedule based on the gross amount of pay from which the dues are deducted. The amount of voluntary COPE contributions will be specified by the employee in the assignment and authorization. The Union will provide the Employer with a schedule of how to calculate initiation fees, dues, and fair share payments. Separately, the Union will provide Employer with a schedule of COPE payment amounts which are to be deducted twice monthly. New member applications will be submitted to the Employer no less than seven (7) days prior to payroll to be included with the next payroll deduction.

2.3 Deduction for initiation fees, union dues, and fair share payments will be made from employees' paychecks each pay period, with deductions calculated based on earnings being paid and according to a formula supplied by the union. COPE contributions will be withheld from the first and second pay periods of each

month (24 per year). Monies so deducted must be mailed by check and post-marked to the Union office within seven (7) days of payroll. Separately, a list of the employees, each employee's PPCW identification number, gross wages for the pay period, the amounts deducted for dues, initiation fees, fair share payments, and COPE contributions (each separately identified) will be transmitted by email.

- 2.4 The Union shall indemnify the Employer against any and all claims, demands, lawsuits or liabilities that arise out of any action taken by the Employer to comply with the provisions of this Article.
- 2.5 Employees who exercise their right of non-association, based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member may exercise the right to pay an amount equivalent to regular union dues and initiation fees to one of three charitable organizations agreed to by the parties. Charitable organizations will not include the Employer or Planned Parenthood Federation of America or any of its affiliates. Payments are to be made on a monthly basis or in advance with receipts sent to the Union office.

ARTICLE 3 - UNION RIGHTS

- 3.1 **LISTS / NEW EMPLOYEES** • The Employer will provide the Union with an electronic list of the name, home address, telephone number provided by the employee, PPCW employee identification number, job classification, department, shift, pay grade (if any), pay step (if any), wage rate, hire date, and employee status (regular full-time, regular part-time, per diem or on-call, or temporary) 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.
- 3.2 **BULLETIN BOARDS** • The Employer will provide to employees a reserved section of the main employee bulletin board for their exclusive use for Union business. In addition, the Union may maintain one designated union bulletin board in each break room.
- 3.3 **UNION STEWARDS** • The Employer will recognize Union stewards who are designated by the Union. The Union will notify the Employer, in writing, of the names of all Union stewards.

Grievance meetings (including informal discussions encouraged in Article 7.2), investigatory interviews, and discussions and meetings between a bargaining unit representative and a member and/or a management representative relating to issues of mutual concern will be held during regular working hours on the Employer's premises and without loss of pay to participating employees. When meetings are scheduled during an employee's regularly scheduled work day, the employee will seek the approval of their immediate supervisor, providing as much notice as possible; approval will not be capriciously denied and, if approval is denied, the meeting will be rescheduled to allow the employee to participate. When meetings are held outside an employee's regularly scheduled workday, the employee will be compensated for the time.

- 3.4 ACCESS TO MEETING ROOMS** • Conference rooms or other suitable public meeting space will be available without cost for Union meetings related to the Planned Parenthood bargaining unit, insofar as making space available does not hinder normal operations of the Employer. 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. 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.

Meeting spaces may be made available to the Union and its members for meetings not related to the Planned Parenthood bargaining unit in particular only in compliance with the Employer's policy for Community Group use of space and Board Room policy.

- 3.5 ACCESS TO EMPLOYER PREMISES** • Authorized representatives of the Union will be permitted at all reasonable times, when scheduled in advance, to enter the facilities operated by the Employer to transact Union business, represent employees, and observe conditions under which employees are employed. Representatives will not interfere with the work of employees or interrupt normal business operations. The Union representative will check in with either PPCW security (Administrative Office) or the Health Center Manager, or designee upon arrival at the facility, and comply with HIPAA while on site.
- 3.6 UNPAID LEAVE FOR UNION BUSINESS** • Provided there is no interference with the posted work schedule, Union members may be granted a leave of absence without pay to work for the Union. The leave request will be made in writing to the employee's immediate supervisor at least thirty (30) days prior to the date of the

leave for employees other than clinicians and sixty (60) days prior to the date of the leave for clinicians. The request will specify the first day of leave and the first day of return. The request must be granted or denied within seven (7) days of the request. Leave will not be unreasonably denied. The Employer is not required to grant a request for more than one member during the same time period or for more than 30 days at a time. Upon return, the employee will retain the employee's former position, wages, benefits, and seniority date. Health insurance coverage will continue as provided in Article 18 section 18.3.

The notice requirements of this provision do not apply to release of members of the union's bargaining team to participate in contract negotiations with the Employer.

- 3.7 NEW EMPLOYEE ORIENTATION** • The Employer will facilitate the Union holding a thirty (30) minute orientation meeting for represented employees as the concluding segment of new employee orientation to discuss the Union with bargaining unit members. The Union is responsible for providing all material for such meetings.

ARTICLE 4 - DEFINITIONS

EMPLOYMENT STATUS:

- 4.1 REGULAR FULL-TIME** • An employee regularly scheduled for at least thirty-seven and one-half hours per week.
- 4.2 REGULAR PART-TIME** • An employee regularly scheduled for less than thirty-seven and one-half hours per week.
- 4.3 PER DIEM** • An employee who is utilized on an intermittent, as-needed basis and is not regularly scheduled.
- 4.4 TEMPORARY** • An employee who is hired for 90 days or less as an interim replacement or to perform temporary work on a predetermined work schedule. Temporary employees are not entitled to benefits. Temporary employees do not accrue seniority. A position that is categorized as temporary but has been utilized for more than 90 days will be reclassified as a regular position and filled in accordance with this Agreement.

OTHER

- 4.5 DAY** • As used in the Agreement, "day" means a calendar day, excluding holidays as listed in Article 19.

ARTICLE 5 - NONDISCRIMINATION

- 5.1 EMPLOYMENT DISCRIMINATION** • The Employer will comply with applicable laws prohibiting discrimination in employment matters because of race, color, national origin, religious belief, sex, age, marital status, veteran status, mental or physical disability, sexual orientation, or any other legally protected status, including applicable laws regarding harassment.
- 5.2 UNION ACTIVITY** • The Employer will not discriminate against any employee because of his or her membership in the Union or for lawful Union activity.

ARTICLE 6 - SAFE AND HEALTHY WORKPLACE

- 6.1** The Employer will maintain a safe and healthy work environment.
- 6.2** The Employer agrees to make reasonable and proper provisions for the maintenance of appropriate standards of health and safety in the workplace, to promptly review unsafe conditions brought to its attention, and to correct them as necessary. The employees acknowledge their responsibility to observe safety policies and procedures established by the Employer or mandated by state or federal laws or regulations related to the employee's job or work area. The Employer acknowledges its responsibilities to appropriately train all employees regarding the Employer's safety policies, procedures and state and federal laws and regulations.
- 6.3** The Employer and the Union agree that employees have the right to give input into the Employer's safety program. In the event an employee believes that an unsafe working condition exists, he/she will bring the situation to the attention of his/her supervisor. If, after bringing the situation to the supervisor's attention, the employee believes the problem still exists, the employee may report the condition to the Director of Quality Risk Management.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.1 DEFINITION OF A GRIEVANCE** • A grievance is defined as any dispute over the interpretation or application of this Agreement, including discipline or discharge of an employee (other than an employee in the initial trial service period who may not challenge discipline or discharge actions under this Agreement).
- 7.2 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.

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

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

7.5 DISCHARGE GRIEVANCES • All discharge grievances shall be filed at Step Two of the Grievance Procedure within fourteen (14) days of the effective date of discharge.

7.6 GRIEVANCE STEPS:

STEP 1 The employee or the Union, through any employee who is a steward or a non-employee union representative, may file a grievance in writing with the immediate supervisor or designee to whom the employee reports, within thirty (30) days from the occurrence or the time when the employee should reasonably have been aware of the occurrence giving rise to the grievance. The grievance shall set forth the employee's complaint, the Article(s) of this Agreement allegedly violated, and the requested remedy. A copy of the grievance should be sent to Human Resources; however, failure to do so does not constitute failure to file. The immediate supervisor or designee will meet with the employee and a Union Representative, within seven (7) days of the filing of the grievance. The employee may choose to present the grievance himself or herself. Together they shall attempt to resolve the grievance. The immediate supervisor or designee shall respond in writing no later than seven (7) days from the date of the meeting.

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

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

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

7.7 MEDIATION • In the event that an arbitration notice is received, mediation through either FMCS or some other mutually agreed upon mediation service will be held unless the Union declines.

7.8 ARBITRATION • In the event that there is either no mediation or mediation is unsuccessful, the parties will select an arbitrator. If they do not agree on an arbitrator within seven (7) days of the date arbitration notice is provided, the parties will request the Federal Mediation and Conciliation Service (FMCS) to provide the parties with a list of seven (7) arbitrators with Oregon or Washington as their primary residence. The parties will select an arbitrator by alternately striking names (the first strike will be determined by a coin toss).

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, to stipulate to the issue(s) to be presented to the arbitrator, and to decide whether written briefs may be submitted. Briefs will be used judiciously by the parties, recognizing their impact on the timing and cost of receiving a decision and award. Except in extraordinary circumstances with the consent of the other party, neither party may order a transcript.

The arbitrator will issue a written decision and award within thirty (30) days of the close of the hearing (including thirty [30] days after receipt of briefs, where they are submitted). The arbitrator will have no power or authority to add to, modify or detract from the provisions of this Agreement. The arbitrator will have continuing jurisdiction following issuance of the arbitration award to address any issues arising from implementation of the award.

Arbitrator fees and costs will be equally split by the parties. All other costs of arbitration, including representation costs and transcripts, will be paid by the party that incurred them. The grievant and steward shall be granted unpaid release time to participate in arbitration hearings. The Employer will release employees from work on a reasonable as needed basis to testify.

ARTICLE 8 - LABOR-MANAGEMENT COMMITTEE

8.I 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 the following documents available to all employees on the intranet and an e-mail notice shall notify employees of the posting of new material:

- A.** Strategic plans formally adopted by the Board of Directors within seven (7) days of adoption;
- B.** Key financial and performance indicators, including productivity, formally adopted by the Board within seven (7) days of adoption.
- C.** On a monthly basis, performance indicators tracked by the management team including
 - 1.** Percent of budgeted visits seen
 - 2.** Family planning productivity (visits per hour)
 - 3.** Call center abandonment rate
 - 4.** Inventory variance in dollars
 - 5.** Average donation per family planning visit
 - 6.** Health center percent of billing errors
 - 7.** Total visits seen per health center
- D.** The annual budget adopted by the Board within seven (7) days of adoption;
- E.** Quarterly Statement of Revenues and Expenditures and Balance Sheet within seven (7) days of presenting them at Board meeting;
- F.** Annual audited financial statements within fourteen (14) days of Board acceptance;
- G.** Minutes of Health Center meetings, Clinician Forum meetings, Float Clinician meetings, Clinician Assistant Forum meetings, and Labor-Management Committee meetings, within seven (7) days of the meeting at which the decision is made;
- H.** The CEO's written report to the Board within seven (7) days of the Board meeting.

It is understood that the Employer may redact information from these documents concerning individual employee performance issues, collective bargaining issues or other sensitive information as determined by the Employer before posting them on the intranet. If information is redacted,

the general nature of the omitted material will be disclosed. (For example, “disciplinary matter.”) It is further understood that unless a report has been made public by the employer these reports are internal documents and are made available only for use by employees and the Union and may not be shared electronically or printed and distributed to others in part or in full without advance written permission from the CEO or designee.

Management will notify the Union and employees whenever a decision is made to track additional performance indicators.

8.2 PPCW BOARD MEETINGS • Employees may attend meetings of the Board of Directors except that they may be excluded from Executive Sessions.

8.3 LABOR-MANAGEMENT COMMITTEE • A Labor-Management Committee consisting of three (3) persons appointed by the Employer and three (3) employees selected by the Union plus a Union staff representative as an advisor. The parties will attempt to appoint members who are broadly representative. The committee shall be established for the purpose of considering suggestions for improvements in quality of patient care and employee relations, including benefits. The Labor-Management Committee’s role is an advisory, rather than a decision-making one. For specific projects, subcommittees may be created that include up to two (2) additional employer appointed employees and two (2) union appointed employees.

8.4 PURPOSE OF LABOR-MANAGEMENT COMMITTEE • The purpose of the LMC is (a) to foster a positive and collaborative relationship between the parties leading to expeditious resolution of issues based on mutual respect and acknowledgement of each party’s legitimate organizational interests, (b) to advance the mission of the Employer by strengthening employee involvement, and (c) to identify areas in which the central objectives of the Employer and the Union are congruent, with a view to building a joint program of action.

8.5 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. If either Union or Employer members of the committee request to discuss the topic, it will be discussed. Committee meetings are not a substitute for the grievance procedure; and the committee has no authority to settle grievances, modify or waive any provisions of this Agreement or bargain regarding wages, hours, or other terms or conditions of employment.

The committee will be provided monthly reports on matters of mutual concern as determined by the committee, including actual compared with budgeted visits by health center, frequency of employees missing breaks and working

beyond the scheduled close of their shift, and vacancies in authorized positions. The committee will be provided with information concerning anticipated changes in the cost of benefit plans and will assist by weighing alternatives. The committee will develop suggestions for how the Employer's health benefits should change in view of the Affordable Care Act with pros and cons of each no later than April 1, 2013.

8.6 MEETINGS • Meetings will be scheduled monthly at regular times established at least one month in advance to allow adequate time for scheduling regular duties. However, the Committee may meet at any time by mutual agreement. Meetings will be held during regular working hours on the Employer's premises and without loss of pay to participating employees. When meetings are held outside an employee's regularly scheduled workday, the employee will be compensated for the time. Minutes will be kept; they must be reviewed and approved at the next meeting.

ARTICLE 9 - PERSONNEL RECORDS

9.1 PERFORMANCE EVALUATIONS • The purpose of performance evaluations is to provide constructive feedback to employees to enable them to perform satisfactorily and contribute fully to the mission of the Employer and to plan for training and skills development that supports employees to progress to higher classifications in a classification series or meet other personal goals. The Employer will provide written performance evaluations to the employee mid-way through the initial trial service period, again before the end of the trial service period, and before the anniversary of the employee's date of hire or most recent promotion, whichever is later. Employer may provide feedback more often to encourage the employee's growth and awareness. The employer may alter the performance review tools and process to maintain relevancy and consistency with employee engagement standards. Evaluation meetings for licensed staff will include the Director of Clinical Services, or designee, along with the Health Center Manager unless the employee chooses to meet with each separately.

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.

9.2 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. 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 10 -DISCIPLINE AND DISCHARGE

10.1 JUST CAUSE • No employee who has completed the initial trial service period shall be discharged or subject to disciplinary action without just cause.

10.2 TIMING • The Employer has forty-five (45) 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 discipline an employee. Disciplinary action taken after forty-five (45) days is without just cause.

10.3 RIGHT TO REPRESENTATION • In any meeting that an employee could reasonably believe could lead to disciplinary 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 disciplinary 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.

10.4 DOCUMENTATION • All disciplinary 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. 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 disciplinary notices and have that response incorporated into the record. A verbal or written warning may not be used as the basis for a disciplinary 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.

10.5 ADMINISTRATIVE LEAVE PENDING INVESTIGATION • Paid or unpaid

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. Health insurance will continue during the investigation. Any unpaid administrative leave will be converted to a leave of absence with pay if the investigation is not completed within seven (7) days. If neither a disciplinary suspension without pay nor discharge is warranted, the employee will be paid for the period of administrative leave as if he or she had worked the employee's regular schedule.

ARTICLE 11 - SENIORITY

11.1 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 is the most senior. 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 .2 the duration of service in a regular position.

11.2 APPLICATION • The principle of seniority will apply to filling vacancies, layoff, recall, and reductions in hours unless otherwise specified in this Agreement. Seniority will also apply to the computation and determination of eligibility for benefits where length of service is a factor.

11.3 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. Performance will be reviewed by the employee's direct supervisor after 45 days of employment to allow the employee to receive constructive feedback on work performance before the trial service period ends. 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 30 days 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. An employee terminated during the trial service period will not have recourse to the grievance procedure to contest the termina-

tion. Employees taking a position in a new classification will have to complete a new trial service period not to exceed 30 days, unless extended by mutual agreement of the employee and the employee's supervisor. If the employee does not successfully complete trial service in the new classification, the employee may return to the employee's prior job, providing that position is vacant. In the event that the position is not open, the employee will be given an involuntary leave of absence and preference for the first future vacancy in the same classification in accordance with Article 14.6. 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, providing that position is vacant. If it is not vacant, the employee will be given preference for the first vacancy in the same classification in accordance with Article 14.6.

For part-time employees, at the discretion of the supervisor, after consultation with Human Resources, the trial service period will be adjusted to allow the supervisor to assess the same number of worked hours. For example, an employee who normally works 30 hours per week (80% FTE) will have an evaluation during the initial trial service period at 56 days (45 days ÷ 80%) and the initial trial service period may be extended to 112 days (90 days ÷ 80%). A part-time employee must be notified within 45 days of hire if the trial service period will be adjusted in this manner; the notice must state the date upon which the adjusted trial service period will be completed.

II.4 LOSS OF SENIORITY • An employee loses employment and seniority rights if the employee:

1. Quits or resigns, except an employee may return to the bargaining unit position after an absence of less than three (3) months and retain previously accrued seniority;
2. Is discharged for just cause;
3. 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;
4. Retires;
5. Is laid-off in excess of one year;
6. Fails to report to work for a scheduled shift two (2) consecutive work days or two (2) days within one (1) year without notice to the Employer, unless the failure(s) to notify was (were) beyond the employee's control; or
7. Declines recall to a substantially equivalent job in the employee's classification at a location within 30 miles of the employee's former work station.

ARTICLE 12 -JOB DESCRIPTIONS

The Employer must maintain current job descriptions for all bargaining unit jobs. Job descriptions must include a description of the responsibilities, required skills, and minimum qualifications for the job. Job descriptions must reflect the actual responsibilities assigned to employees in the classification, skills required by the employer, and minimum qualifications of employees in the classification. Job descriptions will be posted on the Employer's intranet and will be accessible to all employees. The Employer will furnish a new job description to employees in the affected classification whenever they are changed. The Employer will furnish job descriptions to the Union upon request. The Employer must notify affected employees and the Union of any proposed changes to a job description at least twenty-one (21) days before the change is intended to take effect. The notice must include the elements described in Article 1.3. Upon request, the parties will meet to discuss any changes in duties and bargain wage rates for the position. The parties will bargain in good faith about the wage rates in an effort to reach agreement. However, if the parties do not agree, only the issues regarding unit placement and the wage rate will be addressed as provided in Article 1.3.

ARTICLE 13 - JOB POSTING AND VACANCY FILLING

13.1 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 will post vacancies on the Employer's website and email the announcement to all staff. Position postings may be shared with PPCW's community partners, relevant state employment agencies and other recruiters as determined by PPCW. All bargaining unit position postings will include the responsibilities, required skills, and minimum qualifications of the job, the Health Center or department, hours, starting and stopping time (if known and may be subject to change), any weekend or on-call obligations of the position, and the anticipated duration of the position if it is temporary. The new employee's hours of work will be included in the offer letter.

Minimum qualifications and required skills will be based on the requirements of the job. The position will be posted internally for a minimum of seven (7) days. It may be simultaneously posted externally. When an employee in good standing meets job requirements and applies for a position, an external candidate may not be selected unless the candidate has previous experience with a PPFA affiliate and is superior in skills and qualifications required for the job.

If a selection is between two (2) or more employees who meet job requirements, and they are substantially equally qualified, the employee with the greatest seniority will be selected to fill the vacancy. During their first six (6) months of employment with the Employer, employees may not apply to transfer to another position in the same classification within the organization without the express approval of both the current and the proposed future manager of said employee. Thereafter, employees who seek to transfer within classification to another health center or department will be given preference over employees seeking promotions. The judgment of the Employer as to qualifications shall be fairly and reasonably executed.

For purposes of this article, Charge Entry II, Clinic Assistant II, Call Center Service Staff II, RN II, and Clinician II, are not required to be posted before an employee is advanced from I to II in the same location. However, the employer must post all bargaining unit vacancies for clinic assistant, call center, or clinician positions before filling them with a new hire or a transfer from another clinic.

13.2 TEMPORARY ASSIGNMENT PENDING AWARD • 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 or pending completion of the posting and selection process. The 90-day limit may be extended by the Employer to cover employee absences for approved leave.

13.3 TEMPORARY POSITIONS / ASSIGNMENTS—EMPLOYEES • An employee who is temporarily assigned to a higher classification will be paid an appropriate amount greater than their current pay but no less than \$1.00 per hour. 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.

13.4 LEAD CLINICIANS • The Employer may in its sole discretion select a clinician to work as a lead clinician without posting the position.

ARTICLE 14 - LAYOFF AND RECALL

14.1 GENERAL • This Article describes the procedures to be followed if the Employer wishes 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 a reduction in hours where the number of hours to be cut cannot be achieved by eliminating entire positions.

14.2 DEFINITIONS:

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

14.2.2 Each of the following is a “classification series” for purposes of this article: (a) all call center support center classifications, (b) all clinic assistant classifications, including study coordinator, lead interpreter, and (c) all RN classifications, including the classifications designated as compliance, nurse advice line, refill center, quality control or new employee screening, (d) all clinician classifications, including lead clinician, and (e) all medical billing classifications.

14.2.3 Each of the following is a “zone” for purposes of this article: (a) Portland-Vancouver area facilities (including the Regional Service Center, Northeast Health Center, Southeast Health Center, Gresham Health Center, Mt. Hood Health Center, Clackamas Health Center, Vancouver Health Center, Salmon Creek Health Center, and Beaverton Health Center); (b) Salem area facilities (including the Salem and McMinnville Health Centers); and (c) Bend area facilities. A float employee’s zone is the zone in which the employee’s residence is located or the closest zone to the employee’s residence.

14.2.4 A “home worksite” is the facility at which an employee is normally assigned at the time a layoff occurs. As a result of the nature of the position, Float staff do not have a “home worksite.”

14.3 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 21 days written notice. 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.

14.4 MEETING • At the Union’s request, the Employer and the leadership in the affected departments will meet with the Union to discuss the reason the Employer proposes a layoff and whether it should proceed, including alternatives to it. The meeting will be scheduled within three (3) days of the request. If no agreement is made to avoid a layoff, the Employer may proceed in accordance with this Article.

14.5 LAYOFF NOTICES • Layoff notices will explain the affected employee’s options.

14.6 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. If the needed reductions in hours cannot be accomplished by cutting full positions only, a position's hours may be cut in the same order as for layoff.

14.7 BUMPING TO PROTECT WORK OF SENIOR EMPLOYEES • If a regular employee is laid-off, in lieu of layoff employee may take a vacant position in the same classification or a lesser classification in a classification series. If no vacancy exists in the employee's classification and zone, the employee may take the position of the least senior employee in the same classification or classification series and zone or, if there is no less senior employee, in the same classification and zone and if they are qualified and trained for the position, the least senior employee in the next lower classification in the series and zone, and so on. The bumped employee will be laid-off.

If a regular employee's hours are reduced, in lieu of accepting the reduction in hours, the employee may take a vacant position in the same classification or lesser classification in a classification series if they are qualified and trained for the position. If no vacancy exists in the employee's classification and zone, the employee may take the position of the least senior employee in the same classification or classification series and zone. The bumped employee will be laid-off.

14.8 RIGHTS OF LAID-OFF EMPLOYEES • Restoration of hours or recall from layoff will be in reverse order of seniority. Employees will be offered recall to any available position in their job classification, in any classification they have previously held, and in the same classification series (provided they meet minimum qualifications for the position). Recall will be accomplished simultaneously by e-mail and certified mail to the employee's addresses on file in the Human Resources Department. 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 rights terminate if the employee rejects an equivalent job (same classification and rate of pay as the pre-layoff job) in the zone of the employee's home worksite.

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. While an employee is working a reduced schedule or in

layoff status, per diem employees may not be offered work until employees in the same classification or classification series have been given an opportunity to take the work except that per idem employees may work shifts already posted on the monthly schedule at the time the layoff notice is provided.

Employees in layoff status may review the open positions posted on the Employer's website and make application for vacancies in accordance with Article 13. Human Resources can assist employees with setting up a job agent on the Employer's application system to notify them electronically of vacancies.

ARTICLE 15 - HOURS OF WORK

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

15.2 WORKDAY • A normal workday for a full-time employee is seven and one-half (7.5) hours plus a one-half (1/2) hour meal period; however, alternative schedules may be established by mutual agreement of the parties. Each regular full-time and part-time 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 but must be consistent from week to week unless the Employer and the affected employee agree to a specific departure from this rule.

15.3 WORK SCHEDULES • Except as provided in Article 15.4, regular full-time and part-time employees will not be regularly scheduled to work more or fewer hours a day than is established for the employee's position. Work schedules will be prepared for a four (4) week period and will be posted at least two (2) weeks before the start of each four (4) week period. The schedule may include changes in the days or hours an employee works to accommodate planned absences and other non-recurring needs, provided employees have been consulted in advance about changes to their established workdays. There shall be no changes made in a posted schedule unless by agreement of the employee and manager. Clinic and call center employees requesting changes to the schedule after the schedule is posted are responsible for finding a comparable replacement for coverage of their scheduled hours. Changes resulting from employee-requested changes in schedules may not result in unapproved overtime.

15.4 Application of 15.1, 15.2, and 15.3.

15.4.1 FLOATS • Float positions, like all other regular positions, must have a workweek of an established duration. However, notwithstanding Article 15.2, the start and end times for their workdays may vary from day to day and from week to week. Their work schedule must be posted as provided in Article 15.3 and cannot be changed thereafter except as provided in Article 15.3.

15.4.2 COMMUNITY EDUCATION STAFF, IT STAFF, AND COMMUNITY OUTREACH COORDINATOR • These positions, like all other regular positions, must have a workweek of an established duration. They must also have established workdays with specified start and end times that may vary from day to day during the week but are consistent from week to week. Their schedules will be posted at least two weeks before the start of each four (4) week period. Whenever possible the established workdays will be maintained. However, 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 for IT employees to do scheduled maintenance or for Community Education Staff to do weekend or evening trainings. These scheduled variations to the generally established work schedule will be mutually agreed upon by the employee and the supervisor in advance in order to best accommodate the program/project requirements. There shall be no changes made in a posted schedule unless by agreement of the employee and manager. The need for work in excess of the established workweek, or at times not appearing on the schedule, will be addressed in accordance with Article 15.6.

15.5 REGULAR FACILITY / OFFICE HOURS:

15.5.1 VALUES • The Union and Employer recognize that 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.

15.5.2 CHANGES IN FACILITY HOURS • The Employer may establish or change hours 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 60 days notice before releasing a revised schedule to float clinicians. 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.

15.5.3 CHANGES IN STAFF SCHEDULES RELATED TO PERMANENT CHANGES IN FACILITY HOURS • Upon request of the Union, the Employer will bargain the effects of the changes in the Facility hours on staff schedules. If a mutually agreeable solution cannot be reached by voluntary adjustments in each employee's workweek and workdays, the parties will develop a restructure plan with new position start and end times, and employees will be awarded the new positions in accordance with seniority. Discussion will occur at the health center level and will include all interested employees, co-led by a union steward or other representative and a representative from the Employer. If a solution is reached at the health center level, it will be submitted for approval to the Union and Human Resources.

15.5.4 TEMPORARY CHANGES IN FACILITY HOURS

15.5.4.1 EMERGENCY • An emergency is defined for purposes of Article 15.3 as an unforeseen situation that calls for prompt action. An emergency may include sudden unforeseen adverse weather conditions, an infectious disease epidemic of staff or other unforeseen event either preventing staff from reporting to work, or would interrupt the normal performance of work. An employee absence is not an emergency unless it would cause a worksite or department to close.

15.5.4.2 EMERGENCY (UNSCHEDULED) CLOSURE DAYS • See Article 19.

15.5.4.3 NON-EMERGENCY (SCHEDULED) CLOSURE DAYS • If the employer schedules a closure of a department or health center for all or part of a day that it is normally open, on a non-emergency basis employees normally scheduled to work

that day will suffer no loss of pay and will not be required to take PTO to avoid a loss of pay. The employer must either allow the employee to work as scheduled, performing duties as assigned; allow the employee to work the scheduled hours at a mutually agreeable time within 30 days; or provide a paid leave of absence on the closure day.

15.6 EXTRA WORK • 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.

If an employee is seeing a patient or talking with a patient or PPCW business partner on the phone, the employee must complete the interaction even if it requires staying beyond the scheduled workday. If scheduled patients are waiting to be seen in a health center or in the queue at the call center, the patients must be attended to. The Employer will solicit volunteers to work 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, 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. When an employee works 30 or more minutes in excess of their scheduled hours (or any modification to it in accordance with Article 15.3) for any of the reasons described in this paragraph, all time in excess of 30 minutes will be paid at a rate of time and one-half their regular rate. The employee may not be requested or required to reduce hours worked in the future to make up for additional time worked. The employee must complete a standard form explaining when, where, how long, and why, in the employee's opinion, it was necessary to work beyond the normal workday. The form will be completed by the end of the employee's next regularly scheduled work day and submitted to the manager or designee for further analysis. The Employer will ensure that forms are placed on the intranet for examination by any employee. Regular reports on the frequency, duration, 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.

15.7 MEAL AND REST PERIODS • The Employer is responsible for ensuring that rest and meal breaks for hourly employees are scheduled and employees are able to take these breaks free of job responsibilities. The employee is responsible for taking her/his breaks. If the employee is unable to take his/her breaks the manager or designee must be promptly notified. For employees working six (6) hours or more, meal breaks must be at least 30 minutes and all employees must take 10 minute rest breaks. Insofar as practical, employees working between six (6) and seven (7) hours should take their meal period between the second and fifth hour. If the work period is more than seven (7) hours, the meal period is to be taken between the third and sixth hour worked. Rest breaks must be approximately in the middle of each work period of four (4) hours or major fraction thereof. Meal and rest breaks cannot be combined and taken at the same time in lieu of appropriately spaced breaks throughout the workday. The responsibility-free meal break is unpaid. If an employee is not provided a required meal break free of job responsibilities, the entire meal break is treated as work time and is paid. The responsibility-free rest breaks are paid, and no wage deduction is made for rest breaks. If an employee is not provided a required rest break, the employee is paid an additional 10 minutes. To be paid for meal or break time, the employee must notify the manager or designee no later than the end of the shift, when time is recorded.

15.8 TIME RECORDS • 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.

15.9 INCENTIVE PAY:

15.9.1 ELIGIBILITY • Any regular employee or per diem employees working at health centers.

15.9.2 Incentive may be offered to fill unplanned staff vacancies at health centers identified by the manager or assistant manager within forty-eight (48) hours of the shift start time to cover absences due to illness, personal emergency, or other unforeseen events. Incentive pay may not be used for administrative assignments without prior authorization from the Director of Clinical Services or Chief Operating Officer.

15.9.3 PAY: The incentive pays the employee at the rate of 1.5 times their regular hourly rate if they provide coverage for a health center, regardless of the employee's standard hours.

15.9.4 FILLING OPENINGS: Managers and assistant managers will grant and confirm on-call hours and incentive pay on a first come, first serve basis using a collaboratively developed system for providing equitable opportunity for this extra work.

15.9.5 EFFECT ON FUTURE SCHEDULE: Agreeing to work an incentive shift does not entitle the staff to an extra day off during the pay period unless explicitly agreed upon with the manager. Taking an extra day off or an unplanned PTO day will negate the incentive pay of the additional shift worked and it will be paid at the regular rate of pay.

15.10 LOW WORK DEMAND • The Employer may offer employees the opportunity not to report for a shift or to leave work early when there is low work demand; however, no employee will be requested or required not to report for a shift or to leave work early.

A low work demand sheet/rotation record will be posted on the PPCW intranet to both provide a way to volunteer for being called off or to leave work early due to low work demand. The list shall be maintained by job classification within the administrative department or health center.

ARTICLE 16 - PAID TIME OFF (PTO) and PTO SAVINGS (PTOS)

16.1 PTO ACCRUAL RULES • All employees except temporary employees, per diem employees, and employees regularly scheduled to work fewer than 20 hours per week accrue PTO on all paid hours, up to standard weekly hours, beginning with the first day of employment. PTO does not accrue during unpaid leaves of absence.

16.2 PTO MAXIMUM ACCRUALS • PTO maximum accrual is six weeks of the employee's standard weekly hours. Once the PTO maximum accrual is reached, all additional PTO accrued is transferred to the PTO Savings Account. There is no cap on accrual of PTO Savings.

16.3 USE OF PTO • Employees may use PTO if they are ill, disabled (including birth and care of a newborn child or placement with the employee of a child for adoption or foster care), for vacation, for family leave not associated with the employee's own health condition, or for a personal leave of absence. Vacation scheduling and personal leaves of absence must be approved by the supervisor. Use of PTO must not cause an employee to exceed their standard weekly hours. In the event this occurs, PTO during that week will be reduced to meet the employee's standard weekly hours.

Employees may not use PTO until the completion of the 90-day trial service period. With supervisor approval, employees who are sick during the trial service period, or on return from layoff, may overdraw their PTO account by up to five days. PTO time is paid at the employee's regular base rate of pay at the time the time off is taken.

16.4 ACCRUAL AMOUNTS • The accrual schedule is set out below.

A. FOR NON-LICENSED, NON-PROFESSIONAL CLASSIFICATIONS:

Duration of Employment	Paid Time Off per hour paid up to standard hours
Hire through 2nd anniversary	.0654 hours (17 days per year/3.4 workweeks)
2nd through 5th anniversary	.0769 hours (20 days per year/4 workweeks)
5th through 10th anniversary	.0846 hours (22 days per year/4.4 workweeks)
10th anniversary on	(27 days per year/5.4 workweeks)

B. FOR CLINICIANS, RNS, AND PROFESSIONALS CLASSIFICATIONS:

Duration of Employment	Paid Time Off per hour paid up to standard hours
Hire through 2nd anniversary	.0808 hours (21 days per year/4.2 workweeks)
2nd through 5th anniversary	.0885 hours (23 days per year/4.6 workweeks)
5th through 10th anniversary	.1000 hours (26 days per year/5.2 workweeks)
10th anniversary on	.1192 hours (31 days per year/6.2 workweeks)

C. FOR LEAD CLINICIANS:

Duration of Employment	Paid Time Off per hour paid up to standard hours
Hire through 2nd anniversary	.0885 hours (23 days per year/4.6 workweeks)
2nd through 5th anniversary	.0962 hours (25 days per year/5 workweeks)
5th through 10th anniversary	.1077 hours (28 days per year/5.6 workweeks)
10th anniversary on	.1269 hours (33 days per year/6.6 workweeks)

16.5 USE OF PTO SAVINGS ACCOUNT • Employees may use their PTO Savings

Account for prolonged illness (more than one workweek), disability (including birth and care of a newborn child or placement with the employee of a child for adoption or foster care), or family leave not associated with the employee's own health condition. PTO Savings Account time is paid at the employee's regular base rate of pay at the time the time off is taken. It is not necessary to exhaust PTO before accessing the PTO Savings Account.

To use PTO Savings for a prolonged illness, the duration of time off taken for the illness must be more than one standard workweek, with the first week funded by PTO or unpaid time off. PTO Savings can be used intermittently for a prolonged illness. Any PTO Savings time taken for a prolonged illness must be for the same illness. PPCW reserves the right to request medical certification for a prolonged illness.

All employees working 20 or more hours per week are eligible for PTO Savings Account accumulation. Employees who work fewer than 20 hours per week, per diem employees, and temporary employees are not eligible for PTO Savings Account accumulation.

PTO Savings Account hours accumulate at a rate of .023 hours per hour paid, up to the employee's standard weekly hours. Accumulation begins on the first day of regular employment, but employees are not eligible to use PTO Savings Account time until they have successfully completed the 90-day trial service period.

There is no cap on the maximum number of days the employee may accumulate into the PTO Savings Account.

16.6 PAYMENT ON TERMINATION • If employment terminates during trial service, no accumulated PTO or PTO Savings will be paid. If employment terminates following completion of trial service, a maximum of two weeks unused PTO will be paid in the final paycheck. PTO will be paid at the employee's regular base rate of pay at the time of termination but accumulated PTO Savings will not be paid.

16.7 DONATION OF PTO • Employees may participate in a voluntary leave donation program to assist eligible fellow employees who miss work due to a catastrophic event or extended illness of themselves or a family member as defined in Article 17.1, pregnancy disability, or parental leave, but have exhausted their PTO and PTO savings, and does not qualify for disability benefits, worker's compensation insurance or retirement benefits. An employee may donate PTO hours to another eligible employee via the process outlined in the Employee Handbook. However, no employee may use donated PTO to extend a leave of absence beyond 12 weeks.

ARTICLE 17 - LEAVES OF ABSENCE WITH PAY

- 17.1 BEREAVEMENT** • An employee who has a death in his/her family may take up to three (3) consecutive of that employee's regularly scheduled workdays away from work for bereavement leave. A regular employee will be compensated at their regular rate of pay for hours the employee was scheduled to work. Family is defined as the employee's spouse or domestic partner, the employee's immediate family, and the immediate family of the spouse or domestic partner (i.e., father, mother, brother, sister, child/stepchild/foster child, grandparent or grandchild).
- 17.2 JURY DUTY** • When an employee receives a notice or jury duty or is subpoenaed to serve as a non-party, unpaid witness, the employee will be granted a leave of absence and compensated at their regular rate of pay for hours the employee was scheduled to work. Any payment received for service must be signed over to the Employer. If requested, the employee must supply proof of appearance in court or serving on a jury.

ARTICLE 18 - OTHER LEAVES OF ABSENCE

- 18.1 FAMILY AND MEDICAL LEAVE** • Leaves of absence to which an employee is entitled under state and federal law governing family and medical leave and pregnancy disability will be provided to employees in accordance with applicable law. Pursuant to the Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA) and the Washington Family Leave Act (WFLA), employees may be eligible for family or medical leave for certain qualifying reasons. Eligibility is based upon length of employment and/or hours worked. When the reason for leave is eligible under more than one law, the leave is applied concurrently. FMLA, OFLA and WFLA provide for unpaid time off. However, an employee's accrued paid leave will be applied at the same time (see Article 16). After the exhaustion of paid leave, the remaining leave period will be unpaid. Notwithstanding the foregoing, an employee may choose to begin taking unpaid leave while retaining one (1) week of PTO. The employee's health insurance coverage continues while on FMLA as if the employee had continued to work. In all other situations, the employee's health insurance coverage continues in compliance with the applicable federal or state law during a family and medical leave of absence.
- 18.2 UNIFORMED SERVICES LEAVE** • Leaves of absence to which employees are entitled under state and federal law for activities in the uniformed services will be provided to employees in accordance with applicable law.

18.3 PERSONAL LEAVE OF ABSENCE • Personal leaves of absence may be granted at the discretion of the employer; however, requests for leave must not be unreasonably denied. A personal leave of absence is an approved period of time away from work for personal reasons that do not qualify for leave under any applicable law. Personal leaves must be approved by the employee's supervisor and after consultation with Human Resources. Personal leaves are unpaid unless the employee chooses to use PTO. Health insurance coverage continues during leaves of absence of less than 30 days. An employee may then continue their health insurance coverage by paying the full monthly premium for the duration of the leave. Employees returning from an approved leave of absence of 90 days or less must be returned to their former position unless the position has been eliminated.

18.4 TEMPORARY DISABILITY • Employees on paid or unpaid leaves of absence because of a temporary disability (non-occupational) must notify the employer of a change in status of their ability to work. Employees that do not meet this obligation are subject to discipline up to and including discharge. If the employee's status changes, the employer reserves the right to offer temporary modified work, if it exists before the employee accepts another position.

ARTICLE 19 - WAGES

19.1 WAGE RATES EFFECTIVE JULY 1, 2012 • Effective July 1, 2012, employees will receive the following increases: For employees whose current hourly wage is less than \$18.01, the hourly rate will increase 4.25%. For employees whose current wage is \$18.01 or more, the hourly rate will increase 2.5%. No employee will be paid an hourly rate of less than \$12.00. The Employer will maintain the job classifications and pay ranges in the attached Exhibit A.

19.2 WAGE RATES EFFECTIVE JULY 1, 2013 • Effective July 1, 2013, all employees will receive a 2% increase to their hourly rate.

19.3 Creation of Classification Rate Scale and Initial Placement of Employees in Steps in the Classification Rate Scale. Effective June 1, 2014, a classification rate scale will be established. The classification rate scale will be established by a committee of three (3) persons appointed by the Employer and three (3) persons appointed by the Union. The committee will convene for the purpose of developing a multi-step pay scale based on current job classification pay ranges for incorporation into the collective bargaining agreement. The committee will convene January 7, 2013 and complete its work no later than June 1, 2013.

In crafting the pay scale and rules for its administration, the committee shall consider the following issues:

- Timing of step increases
- Relation of entitlement to step increases to satisfactory job performance as documented on employee performance review
- Relation of entitlement to step increases to economic conditions that threaten the ability of the Employer to continue to operate all or part of its operation, including an objective trigger suspending step increases
- Amount of step increases
- Time for employees to advance from the minimum to the maximum for each classification
- Distribution of current employees through the scale from minimum, to mid, to maximum
- Comparability to wage scales in the community, including public and private health clinics

Meetings of the committee will be scheduled for normal working hours. Employee members of the committee will be released from work to attend meetings and will be paid for committee time in the manner described in Article 3.3.

It is the hope that the committee will perform as a unified team and will use facilitation resources to be able to come to a consensus. However, should consensus not be achieved, an arbitrator shall be selected in the manner prescribed in Article 7. The Arbitrator shall select either the last best proposal of the management committee or the last best proposal of the union committee and that proposal shall be implemented June 1, 2014. Before making a decision, the Arbitrator shall conduct a hearing and consider evidence and argument presented by the parties.

19.4 NEW EMPLOYEE PAY - CREDIT FOR PRIOR EXPERIENCE • The Employer may place a new hire with related comparable prior experience on a step above the bottom of the pay range if, in the opinion of the Human Resources Department, doing so is necessary to fairly compensate the employee for the employee's skills and experience and to recruit and retain employees.

19.5 PROGRESSION TO HIGHER PAID POSITION IN A CLASSIFICATION SERIES • Employees employed as Call Center Service Staff I (or Call Center Service Staff I – Bilingual, Interpreter) will be reclassified as a Call Center Service Staff II (or Call Center Service Staff II – Bilingual, Interpreter) as soon as they demonstrate ability to perform the essential functions of a Call Center Service Staff II, including the knowledge and capacities described in the job description for Call Center Service Staff II. Employees classified as Call Center Service Staff I will be provided the

opportunity for training necessary to perform the essential functions and acquire the knowledge and capacities of the job within twelve months of initial placement in their position.

Employees employed as Clinic Assistant I (or Clinic Assistant I – Bilingual, Interpreter) will be reclassified as a Clinical Assistant II as soon as they demonstrate ability to perform the essential functions of a CA II, including proficiency in at least three of the operations or medical skills/responsibilities listed in the job description for Clinic Assistant II. Employees classified as Clinic Assistant I will be provided the opportunity for training necessary to perform the essential functions of a Clinic Assistant II and to master the operations or skills/responsibilities of the job and an opportunity to demonstrate proficiency in them within twelve months of initial placement in their position.

Employees employed as a Charge Entry Specialist I will be reclassified as a Charge Entry Specialist II as soon as they demonstrate ability to perform the essential functions of a Charge Entry Specialist II. Employees classified as Charge Entry Specialist II must be provided the opportunity for training necessary to perform the essential functions of the job within twelve months of initial placement in their position.

Employees employed as Clinician I (or Clinician I – Bilingual or Clinician I – Float) will be reclassified as Clinician II as soon as they are able to perform the essential functions listed in the job description for Clinician II but not before the successful conclusion of the initial trial service period.

Employees employed as Registered Nurse I (or Registered Nurse I-Bilingual) will be reclassified as Registered Nurse II as soon as they have acquired the required skills and are able and willing to perform the essential functions listed in the job description.

19.6 COMPENSATION ON PROMOTION • Effective July 1, 2012, an employee who is promoted to a higher paid classification will receive an increase of 5% to the base hourly rate (before language, clinical, float, lead or other premiums) but will not be paid less than the minimum rate for the new classification. An employee who moves from a Call Center to a Clinic Assistant classification or vice versa shall suffer no reduction in pay.

19.7 TEMPORARY WORK IN A HIGHER CLASSIFICATION • An employee assigned to work temporarily in a higher classification will be paid on the classification rate scale applicable to the higher classification which gives the employee an increase of no less than \$1.00 (one dollar) per hour.

19.8 RECLASSIFICATION • An employee may request reclassification of their position if they believe the job description for another classification more accurately depicts the actual duties, authority, skills, and responsibilities of the position. A reclassification request must be submitted to the employee's immediate supervisor. If the request is denied, a grievance may be filed. If the request is not acted on within 28 days, the employee may at any time thereafter treat the request as denied and file a grievance.

If the reclassification request is granted, the position must be reclassified and the employee paid the difference between the old and new classification rates of pay retroactive to the date of the request.

19.9 PREMIUM PAY FOR LANGUAGE SKILLS • Language skills premiums are based on Employer need. The base hourly rate for RNs, Clinicians, Clinic Assistants and Call Center Staff meeting language standards specified is increased. In addition to the base hourly rate of pay, RNs and Clinicians are paid \$1.00 per hour if they successfully pass the Spanish fluency exam and Clinic Assistants and Call Center Service Staff receive \$.50 per hour after passing the Spanish fluency exam and another \$.50 per hour after passing the Spanish interpreter exam (for a total of \$1.00 per hour).

19.10 PAY FOR CLINICAL SKILLS • Employees classified as Clinician II or Lead Clinician are paid \$1.00 per hour in addition to the otherwise base hourly rate of pay if they have the skill to provide colposcopies.

19.11 PAY FOR LEAD WORK • Employees in lead positions, except clinicians, receive an additional \$1.00 per hour in addition to the base hourly rate of pay.

19.12 PAY FOR FLOATING • In addition to the base hourly rate of pay, staff who float are paid \$1.00 per hour after successful completion of orientation.

19.13 PREMIUM PAY FOR WORKING ON A PER DIEM BASIS • In addition to their otherwise applicable hourly rate of pay, clinicians who work on a per diem basis and are paid \$5.00 per hour and all other staff are paid 15%.

19.14 PREMIUM PAY FOR CLASSROOM TRAINING • In addition to their otherwise applicable hourly rate of pay, employees are paid 10% of their hourly rate for all hours spent training others in the classroom and adding new skills or updating curriculum plus up to one (1) hour per class hour for creating, developing, or editing class materials.

19.15 PREMIUM PAY FOR ASPIRATION PROVIDERS • Clinicians are paid \$75.00 per hour in lieu of their hourly rate of pay for all hours actually providing TABs.

19.16 PREMIUM PAY FOR OVERTIME WORK • Employees will be paid at a rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for hours worked in excess of forty (40) hours in a workweek.

Employees will be paid at a rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for hours worked after the end time of their established workday in accordance with Article 15.6.

19.17 PAID HOLIDAYS • Employees will be paid at their regular hourly rate for the following holidays:

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day.

Employees will not work on a paid holiday except to respond to a pager.

19.18 NON-EMERGENCY (SCHEDULED) CLOSURE DAYS • See Article 15.5.4.3.

19.19 EMERGENCY (UNSCHEDULED) CLOSURE DAYS • For up to two closure days per employee per fiscal year (7/1-6/30), when PPCW decides to close a facility that was scheduled to be open or to open a facility late or close a facility early, all employees who work in that facility will be paid up to an additional four hours of work above and beyond the hours actually worked, up to a maximum of 7.5 hours of work paid. For example, if the clinic is closed before the work day begins, employees will be paid for four hours of work. If a clinic closes at 10 a.m. after opening at 8:00 a.m., employees who began work at 8:00 a.m. would be paid for six hours of work. If a clinic that was scheduled to close at 6:00 p.m. instead closes at 5:00 p.m., employees would be paid for one additional hour of work. Employees may use PTO to make up the difference between hours paid and the total scheduled number of work hours for the day.

No compensation will be paid for any closures beyond the two allocated days. For any additional closures beyond the two allocated days, employees may use PTO to make up for income lost as a result of these closures.

If an employee is unavailable for work due to weather related problems, and the facility is open, she or he must notify her or his supervisor prior to their usual start time. Employees may use PTO, and in the absence of PTO, the time will be unpaid.

- 19.20 TRAVEL TIME** • An employee who is required to travel from the employee's base worksite to another worksite will be paid for the employee's pre-calculated reasonable travel time. Likewise, an employee (including a float employee) who is scheduled to work in Bend, although it is not the employee's base worksite, will be paid for the employee's a pre-calculated reasonable travel time from either the employee's home or the employee's base worksite, whichever is closer to the destination.
- 19.21 PAGERS** • Carrying a pager is voluntary. Employees agreeing to carry a pager will be paid \$360 per week or \$45.00 per day Monday through Thursday and \$60.00 per day Friday through Sunday.
- 19.22 MILEAGE** • Employees will be paid the IRS rate for mileage for all travel using their own personal vehicles. This includes mileage or fares for travel between facilities and travel to and from Bend, Salem, or McMinnville for employees for whom the worksite is not their base worksite.
- 19.23 CELLULAR PHONES** • Employees who have been designated by their manager to make work-related calls and/or texts will be paid a monthly cell phone allowance of \$35.00, or be provided a PPCW cell phone. The Employer will not ask any employee not so designated to make work-related calls or texts.
- 19.24 UNIFORMS** • Clinic Assistants will be given a \$20.00 allowance for the purchase of scrubs upon initial placement in the classification (upon hire, promotion or transfer) and on each anniversary date thereafter. Clinicians and RNs will be given \$75.00 for the purchase of lab coats (or any combination of lab coats and scrubs as appropriate for the position) upon initial placement in the classification (upon hire, promotion, or transfer) and \$37.00 on each anniversary date thereafter.
- 19.25 OTHER EXPENSES** • Employees will be reimbursed for other reasonable expenses incurred for work, including parking fees, mass transit fares incurred for work purposes, and hotel and meals when travelling for work, subject to management approval.
- 19.26 PAYDAY** • Employees will be paid every two weeks. Payment for the two-week pay period ending on a Friday will be paid on the following Friday, or earlier to accommodate a holiday.
- 19.27 RED CIRCLE RATES** • No employee will suffer any reduction in his or her rate of pay as result of the implementation of this Agreement.

ARTICLE 20 - HEALTH AND WELFARE

- 20.1 HEALTH INSURANCE** • The Employer will continue to provide its current programs of health and dental and vision insurance for all employees who work twenty (20) or more hours per week except temporary employees. These programs may be revised as required by the insurance providers or based on recommendations from the labor-management committee. With the exception of the Kaiser Added Choice Plan for employees who could be covered under the Kaiser HMO Plan, no employee contribution will be required for employee-only coverage for employees regularly scheduled to work 37.5 hours or more per week. For employees who have the option of enrolling in the Kaiser HMO plan, employee contributions for employee-only coverage in the Added Choice Plan will not exceed the difference between the cost to the Employer of the Added Choice and the HMO plans. Required employee contributions for covering a spouse or children on any plan will not exceed the difference between the Employer's cost for employee-only coverage and its cost for the selected coverage. Employees regularly scheduled to work fewer than 37.5 hours per week will pay a prorated amount based on their standard weekly hours. Employees based in Bend who are enrolled in the Kaiser Added Choice Plan will be paid \$250 per year in recognition of the additional out-of-pocket expenses they may incur due to the limited number of network providers in that community.
- 20.2 CLINIC SERVICES** • Employees may utilize non-surgical clinical services provided by the Employer on a walk-in basis. The office visit is provided at no cost, but the employee is responsible for the cost of any medically indicated supplies, medications, devices and tests that require outside lab work. Non-surgical services include insertion and removal of IUDs, diaphragm fittings, ultrasounds, and like procedures but do not include colposcopies, biopsies, MABs and TABs, LEEPs, and sterilizations.
- 20.3 NEW HIRE SCREENING** • At the beginning of employment, health center employees will provide the Employer with immunization and/or lab test records to document immune status required to meet government, industry and employer standards. In the absence of these records, the Employer will arrange to provide or pay for required examinations, TB testing and/or vaccinations with the exception that the employee pays \$25 for rubella titers.
- 20.4 COMMUNICABLE DISEASE SCREENING** • The Employer will provide laboratory occupational health examinations and physical examinations, when indicated because of exposure to communicable diseases or due to work-related injury or illness, at no cost to the employee.

20.5 LONG-TERM DISABILITY • The Employer will continue to provide the current (or an equivalent or superior) long term disability program for all regular full-time employees and part-time employees who work twenty (20) hours or more per week at no cost to the employee. The Employer will pay the premiums for a program that provides an income replacement benefit of sixty percent (60%) of gross base pay, to a maximum benefit of five thousand dollars (\$5,000) per month, following a ninety (90) consecutive day qualifying period. Supplemental coverage, as allowed by the carrier, up to the defined maximum amount may be purchased by the employee at the employee's expense.

20.6 FLEXIBLE SPENDING • The Employer will continue to provide the current Section 125 Flexible Spending Plan.

20.7 WORKERS' COMPENSATION INSURANCE • The Employer will maintain workers' compensation insurance and all workers' compensation premiums and assessments will be paid by the Employer.

ARTICLE 21 - RETIREMENT

21.1 CONTRIBUTORY PLAN • The Employer will maintain its 403(b) Thrift Plan. All employees are eligible to participate in the plan and make contributions to it.

21.2 EMPLOYER MATCHING CONTRIBUTIONS • If the Employer chooses to restore the matching contributions employees who have completed two years of service will receive up to the lesser of fifty percent (50%) of the employee contribution or three percent (3%) of gross wages.

21.3 VESTING • The value of the individual account is fully vested from the date of the employee's participation in the plan.

ARTICLE 22 - CERTIFICATION, LICENSES, AND PROFESSIONAL DEVELOPMENT

22.1 CONTINUING EDUCATION FOR CLINICIANS AND RN'S • Each fiscal year, the Employer will provide the continuing education benefits for regular full time or part time Clinicians and RN's as follows.

22.1.1 ELIGIBILITY:

A. Continuing education and professional support funds and hours are only available to staff with standard work week hours (per diem staff are not eligible).

- B.** Funds may be used for reimbursement of conference registration, state professional licensure, DEA registration, and/or certification/membership in relevant approved professional organizations (such as ONA, WNA, ARHP, etc.)
- C.** New employees in the Trial Service Period are not eligible for this benefit.

22.1.2 PAID TIME OFF FOR CONFERENCE ATTENDANCE:

- A.** 30 hours of paid conference time is allocated for clinicians who work 37.5 hours as their standard work week and have been employed for a full fiscal year (July 1st through June 30th).
- B.** This amount is prorated for part-time clinicians and clinicians employed less than the full fiscal year. Example: a clinician employed 9 months of a fiscal year at 37.5 hours a week is eligible for 22.5 hours of paid time off for conference time.
- C.** This paid time off may be used to attend several short conferences or a longer conference requiring travel.
- D.** This paid time off must be used by the end of the fiscal year and does not carry over to the next year.

22.1.3 FUNDS FOR CONFERENCE REGISTRATION / TUITION AND PROFESSIONAL SUPPORT:

- A. CLINICIANS:** PPCW allocates \$1200.00 per fiscal year for continuing education or professional support for full-time clinicians (37.5 hours/week), which is in addition to the paid time off described above. Clinicians working less than full-time or for less than a full fiscal year are allocated a prorated amount of \$32.00 per standard work week hour (Examples: 30 standard hours/week is allocated \$960.00; 22.5 hours/week is allocated \$720.00; etc).
- B. RNS:** PPCW allocates \$200.00 for conference attendance or professional support. RNs with standard hours less than full time are allocated a prorated amount (30 hours/week is eligible for \$160.00; 22.5 hours/week is eligible for \$120.00; 15 hours/week is eligible for \$80.00, etc).
- C.** Up to 50% of the annual allocated funds may be carried over to the next fiscal year if not used. This amount is not cumulative.

D. Additional funds for conference registration/tuition and professional expenses for clinicians approved to provide aspiration and/or colposcopy:

- 1) PPCW provides an additional \$600.00 every other year for NAF or ASCCP conference attendance in addition to the funding and paid time off described above.
- 2) This amount is for eligible providers employed full-time (37.5 hours per week) and is prorated for those working less than full-time (the prorated amount is \$16.00 per standard work week hour - examples: 30 standard hours receives \$480.00; 22.5 hours receives \$360.00; etc.).

22.2 ADDITIONAL STATE LICENSURE • Employer pays for the cost of a second state license for float RNs, float clinicians, clinicians trained in specialized procedures, and other providers who are asked by the Employer to work in a second state.

ARTICLE 23 - NEW HIRE AND TRANSFER ORIENTATION AND TRAINING

23.1 ORIENTATION TO NEW POSITIONS AND DEPARTMENTS • The Employer will provide adequate orientation and training for all new employees and those employees transferring into a new position, department, or health center. Adequate, for the purposes of this section, includes but is not limited to training on all assigned job duties and an evaluation of the employee's understanding and satisfactory performance of new tasks. The Employer will solicit and consider input of employees in establishing adequate orientation and training in each department.

23.2 HEALTH CENTER ORIENTATION • An employee (including a float or per diem employee) who is assigned to work in a health center in which he/she has not worked previously or has not been regularly scheduled to work will be oriented to the center at the beginning of his or her shift. The orientation will include a review of health center procedures that differ from health center to health center such as but not limited to the following: physical set-up of the facility, processes and responsibilities for completion of paperwork, processes and responsibilities for other tasks, hot box procedures, follow-up procedures, and any changes in procedure since the employee last worked in the facility. Employees will not be counted in the normal staffing complement when orienting.

ARTICLE 24 – SUBCONTRACTING

24.1 CLINICIANS • The Employer can continue to engage contract clinicians to provide patient services. However, the Employer will make a good faith effort to employ sufficient clinicians to perform all services routinely provided by employed clinicians, including non-procedural visits and procedures. As business needs require, as determined by the Employer, clinicians will be trained to perform procedures within the scope of their license that are routinely provided by the Employer. The Employer will provide clinicians and the Union with monthly reports on the numbers of procedural shifts worked at each health center by employed and by contracted physicians. The Employer will not schedule contracted clinicians to perform non-procedural services except on a temporary basis to address an unanticipated fluctuation in workload, as an interim replacement during a leave of absence, or while a permanent position is being filled. When preparing the schedule, the employer will schedule trained bargaining unit clinicians from within the same service zones (as defined in Article 14.2.3) to perform colposcopy, aspiration, and sterilization procedures unless one of the following circumstances applies: (a) The procedures are performed by the medical directors, the residents they are training, or the director of clinical services; (b) Trained bargaining unit clinicians do not sign up to do procedures using a standard sign-up process; or (c) Other bargaining unit clinicians are not available to cover scheduled family planning visits regularly performed by trained bargaining unit clinicians.

24.2 TEMPORARY AGENCY EMPLOYEES • The Employer can use temporary agency employees to perform temporary work requiring skills the Employer does not ordinarily require, to address unanticipated fluctuations in workload, or as interim replacements during a leave of absence or while a permanent position is being filled.

24.3 OTHER SUBCONTRACTING • When the Employer is considering sub-contracting work that is covered by the Article 1.1 under circumstances not authorized by Article 24.1 or 24.2, the employer shall notify the Union in writing at least thirty (30) days prior to the proposed commencement of such subcontracting and, upon request, meet with the Union to bargain the decision and/or the effects of subcontracting as required by law, including alternatives to laying off any affected employees, the notice shall include the following information:

- The scope of the work to be performed,
- The anticipated duration of the work,
- The reason the employer is considering subcontracting the work rather than assigning the work to an employee, and
- The anticipated cost of subcontracting the work compared with the cost of assigning the work to an employee.

24.4 A laid-off employee whose position is subcontracted out shall have the rights specified in Article 14 as well as any additional rights that the parties may agree upon.

ARTICLE 25 – SUCCESSORSHIP

25.1 CHANGE IN EMPLOYER • In the event the Employer is considering a merger, consolidation, sale of assets, lease, franchise, or any other means of entering into an agreement with another organization which, in whole or in part, affects the existing collective bargaining unit, the Employer will call this Agreement to the attention of any organization with which it seeks to make such an agreement.

25.2 CHANGE IN UNION • In the event SEIU Local 49 merges, reorganizes or consolidates with another SEIU local (such as SEIU Local 1199NW or Local 503), the Employer will recognize the newly merged local as required as if it were SEIU Local 49, with all of the rights, duties and responsibilities that it has with SEIU Local 49 just prior to the merger, reorganization or consolidation and will amend the name of the Union on this collective bargaining agreement to reflect this change without modifying any other provisions of the contract, including but not limited to fully honoring employees' seniority and benefits earned with the Employer under the collective bargaining agreement.

25.3 MERGER WITH ANOTHER PLANNED PARENTHOOD AFFILIATE • The employer will notify the Union and the Labor Management Committee within seven (7) days following the signing of a memorandum of agreement or similar document with any affiliate of PPFA which memorializes a decision to take steps toward merging or otherwise consolidating its operations with another affiliate, such as conduct of due diligence or negotiation of the terms of a definitive agreement. It is understood that until the contemplated merger or consolidation is made public by the Employer, information concerning merger discussions including the notice, the memorandum of agreement, and other shared information is internal and subject to the limitations on use and distribution described in Article 8.1. The notice will identify the affiliate(s) involved and will report on the nature of the consolidation under discussion. The Labor-Management Committee will be kept informed on a timely basis of all developments in these discussions. The Labor-Management Committee will discuss the implications of a merger or consolidation on terms and conditions of employment so that these may be taken forward in merger or consolidation discussions. Additional rights and responsibilities of the parties relating to a merger or other consolidation of operations will be governed by law.

ARTICLE 26 - 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 27- MANAGEMENT RIGHTS

MANAGEMENT RIGHTS • The Union recognizes that the Employer has the obligation of serving the public with the highest quality of services, efficiently and economically. Therefore, except as specifically limited, abridged or relinquished by terms and provisions of this Agreement, the Union recognizes the right of the Employer to operate and manage the facilities, including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine working schedules and job assignments; to add or to delete positions; to determine the material and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to sub-contract or discontinue work for economic, medical or operational reasons; to select and hire employees; to transfer employees; to promote employees; to discipline and/or discharge employees for cause; to lay off employees for lack of funds or work and to recall employees; to promulgate rules, regulations, and personnel policies, provided such right shall not be exercised as to violate any of the specific provisions of this Agreement. Notwithstanding the foregoing, the Employer must notify the Union and bargain if the Employer proposes to change a productivity performance standard. It is further understood that the Employer must notify the Union if the Employer wants to make a change in term and condition of employment except as allowed above. Negotiations will commence on that specific change only, at the earliest convenience.

ARTICLE 28 – NO STRIKE NO LOCKOUT

There will be no strikes or lockouts during the term of this Agreement. In the event of any violation of this Article, the violating party, whether it be the Union or the Employer will, in good faith and without delay, publicly disavow the violation and attempt to bring about a quick termination of the violation.

Provided that the employee(s) have given the Employer a ten (10) day written notice of the intention to refuse to go through or work behind a picket line at a facility of the Employer, it will not be a violation of this Agreement and it will not be cause of disciplinary action for any employee covered by this Agreement to refuse to go through or work behind any picket line established because of a strike authorized by the AFL-CIO or any of its labor councils or Change to Win. Employees who refuse to go through or work behind an authorized picket line may be given work at alternate sites. Employees must contact the designated Employer representative for possible work assignment.

ARTICLE 29 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect upon ratification, and shall remain in effect until July 1, 2014, and shall continue in effect from year to year thereafter unless either party gives notice in writing to the other party at least ninety (90) calendar days prior to the expiration date of its desire to terminate or modify the Agreement.

SUPPLEMENTAL AGREEMENT

As a supplement to the Collective Bargaining Agreement by and between PLANNED PARENTHOOD COLUMBIA WILLAMETTE (“Employer”) and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 49, CTW-CLC, of Portland, Oregon (“Union”), June 12, 2012 – June 30, 2014, the Employer and the Union agree:

1. Notwithstanding Article 19-Wages, on a pilot basis for the duration of this Agreement, the positions of Application Analyst, Systems Administrator, Billing Project Manager, and Community Outreach Coordinator will continue to be paid on a salaried basis and the provisions of the agreement relating to pay for overtime work (Article 10-Wages, Section 19.16 Premium Pay for Overtime Work and Article 15.6, paragraphs 2 and 3) will not apply to these positions.
2. Notwithstanding Article 19.1 and 19.2, Appendix A shall not establish an hourly rate for the positions of Application Analyst, Systems Administrator, Billing Project Manager, and Community Outreach Coordinator. The sole use for the hourly rates shown in the appendix shall be to establish the minimum, mid, and maximum salaries for these positions. For full-time employees, the minimum, mid, and maximum salaries shall be calculated by multiplying the hourly rate by 37.5 hours.
3. To facilitate evaluation of the pilot, the Employer will track the number of hours worked each week or payroll period by each employee in these positions and send a quarterly report of this data to the Union.
4. All other employees of the Employer will be paid on an hourly basis. No new salaried positions will be created during the term of this Agreement, without the amendment of the Agreement.
5. Retroactive to June 12, 2012, employees in the position of Community Education Coordinator will be paid on an hourly basis and reclassified as “non-exempt,” notwithstanding the Employer’s position that the job meets the tests to be properly classified as “exempt” under the administrative or professional categories.
6. This Supplemental Agreement shall be governed by the provisions of the above-referenced Collective Bargaining Agreement between the Employer and the Union, including Article 7. Grievance and Arbitration Procedure, and expires with said Agreement on June 30, 2014.

APPENDIX A - CLASSIFICATION PAY RANGES

JOB CLASSIFICATION	MIN	MID	MAX
Accountant-General Ledger	\$16.50	\$19.80	\$23.76
Accounts Payable Clerk	\$14.00	\$16.80	\$20.16
Applications Analyst	\$33.50	\$40.20	\$48.24
Assistant Director of Development	\$16.35	\$19.62	\$23.54
Billing Project Manager	\$24.66	\$29.59	\$35.51
Call Center Service Staff I	\$12.00	\$13.04	\$15.45
Call Center Service Staff II	\$12.76	\$15.31	\$18.37
Call Center Service Staff III	\$14.12	\$16.94	\$20.33
Charge Entry Specialist I	\$12.00	\$14.05	\$17.57
Charge Entry Specialist II	\$12.79	\$15.35	\$18.41
Community Health Worker	\$14.50	\$17.40	\$20.88
Clinic Assistant I - Float	\$12.00	\$13.04	\$15.45
Clinic Assistant I	\$12.00	\$13.04	\$15.45
Clinic Assistant II - Float	\$12.76	\$15.36	\$18.37
Clinic Assistant II	\$12.76	\$15.36	\$18.37
Clinic Assistant III	\$14.12	\$17.06	\$20.33
Clinician I *	\$35.00	\$42.00	\$50.40
Clinician I - Float *	\$35.00	\$43.00	\$51.40
Clinician II *	\$37.00	\$44.40	\$53.28
Clinician II - Float *	\$37.00	\$46.40	\$55.28
Clinician Lead **	\$40.00	\$48.00	\$57.60
Comm Outreach Coord	\$21.35	\$25.62	\$30.74
Community Education Coordinator	\$17.00	\$20.40	\$24.48
Community Service Learning Coordinator	\$12.00	\$14.22	\$17.06

JOB CLASSIFICATION	MIN	MID	MAX
Development Services Coordinator	\$14.30	\$17.16	\$20.59
General Ledger Clerk	\$15.50	\$18.60	\$22.32
Lead Interpreter	\$16.19	\$19.43	\$23.31
Medical Billing Specialist I	\$12.00	\$14.05	\$17.57
Medical Billing Specialist II	\$13.35	\$16.02	\$19.22
Medical Billing Specialist II - Pharmacy	\$13.35	\$16.02	\$19.22
Medical Billing Specialist III	\$15.38	\$18.46	\$23.06
Medical Records Clerk	\$12.00	\$12.88	\$15.45
Patient Srvcs RQM Coordinator	\$14.90	\$17.88	\$21.46
Pt Services Coordinator	\$16.85	\$20.22	\$24.26
Purchasing Assistant	\$13.44	\$16.80	\$20.16
Registered Nurse - Nurse Advice & RQM	\$26.39	\$31.67	\$38.00
Registered Nurse I	\$24.64	\$29.57	\$35.48
Registered Nurse II	\$26.39	\$31.67	\$38.00
Snr Graphic Designer	\$17.25	\$20.70	\$24.84
Study Coordinator	\$15.75	\$18.90	\$22.68
System Administrator	\$20.00	\$24.00	\$28.80
Talent Development Associate	\$18.33	\$22.00	\$26.40
Volunteer Programs Coordinator	\$16.90	\$20.28	\$24.34

*Note: Clinician I & II will be awarded \$1.00 per hour increase after successful completion of trial service. Float Clinicians will be awarded an additional \$1.00 per hour at the end of trial service.

**Note: Promotion from a Clinician II to Lead is an additional \$3.00 per hour. Promotion from Clinician I to Lead is an additional \$5.00 per hour.

WEINGARTEN RIGHTS

I request to have a union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline.