

AGREEMENT

by and between

UNITED FOOD & COMMERCIAL WORKERS LOCAL 21

and

**PLANNED PARENTHOOD OF THE GREAT NORTHWEST AND THE
HAWAIIAN ISLANDS**

~~August 19, 2017~~ June 1, 2020 – May 31, 20210

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PREAMBLE

This Agreement is made and entered into by and between UFCW Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union" and Planned Parenthood of the Great Northwest and the Hawaiian Islands (PPGNI), hereinafter referred to as the "Employer". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

ARTICLE 1 -

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all full-time and part-time professional and non-professional employees employed by the Employer at its King County, Thurston County, Lewis County, Mason County, Snohomish County, Pierce County, Kitsap County and Clallam County locations, in those job classifications as set forth in Appendix A and B.

1.2 The Employer will advise the Union of any new job classifications appropriate to this bargaining unit. In the event any such job classifications are implemented by the Employer, such new job classification(s) shall come under all of the terms and conditions of this Agreement.

ARTICLE 2 - NON-DISCRIMINATION -

2.1 Employees shall not be discriminated against with respect to compensation, terms, or conditions of employment because of age, sex, marital status, race, creed, color, national origin, sexual orientation, gender identity or the presence of any sensory, mental, or physical handicap not pertinent to job performance, except when based upon a bona fide occupational qualification, or any other legally protected status, including applicable laws regarding harassment. If a charge made with regard to an alleged violation of this Article is filed with a local, state or federal agency, the charge will be handled exclusively through that agency and not through the grievance procedure of this Agreement.

2.2 It is agreed that neither the Employer nor the Union shall discriminate against any employee because of membership or non-membership in the Union.

ARTICLE 3 - UNION MEMBERSHIP -

3.1 Union Membership - All employees working under this Agreement who are now members or voluntarily become members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. "In good standing" for the purposes of this Agreement, is defined as the tendering of union dues on a timely basis. It shall also be a condition of employment that all employees working under this Agreement and hired on or after its ratification date shall, on the thirtieth (30th) calendar day following the beginning of such employment, become and remain members in good standing in the Union. The Employer shall inform employees of the foregoing requirement at the time they are employed. 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.

Individuals with outstanding offers of employment as of 9/22/17 and accepted no later than 10/22/17 shall be treated as incumbents.

3.1.1 Any employee who has a religious belief that forbids membership in a labor organization shall have the right to pay an amount equivalent to Union initiation fees and monthly dues to a 501(c)(3) qualified non-profit organization of the employee's choice. These religious objections and decisions as to which non-profit will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate non-profit on a monthly basis. Charitable organizations will not include the Employer or Planned Parenthood Federation of America or any of its affiliates.

3.1.2 A union member in good standing shall be defined as tendering all appropriate fees and dues uniformly required for membership on a timely basis. Failure to comply with this condition after the passing of thirty (30) calendar days shall, at the written request of the Union, result in the immediate discharge of the employee.

3.1.3 The Employer shall notify the Union of all new hires weekly by furnishing the list referenced in Section 5.5.

3.1.4 The Union agrees to indemnify and hold harmless the Employer against any suit, claim, or other kind of liability the Employer may face because of information given by the Union in connection with Sections 5.5, et seq.

3.2 Dues Deduction - During the term of this Agreement, the Employer shall deduct Union dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Included with the check the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include employee's name, social security number, and dollar amount deducted by pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

3.3 Voluntary Political Action Fund Deduction – The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a UFCW political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and

transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the deduction check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts deducted pursuant to the Political Action Fund check off provision in the parties' Collective Bargaining Agreement will be used to reimburse the Employer for its reasonable costs of administering the check off.

ARTICLE 4 - EMPLOYMENT PRACTICES -

4.1 Job Posting - Job openings within the bargaining unit shall be posted electronically for at least five (5) working days, unless circumstances require immediate replacement of the open position in the judgment of the Employer. Employees are not eligible to apply for a posted opening if they are still in a trial period. In the selection process, the Employer shall select the most highly qualified applicant for the position. Where qualifications are considered equal by the Employer, the senior employee applying for the position will be given preference. The judgment of the Employer as to qualifications shall be based on established criteria and shall be fairly and reasonable exercised.

4.2 Personnel Files - An employee, by appointment, may review their personnel file, excluding any materials of a confidential nature from former employers or other third parties. No materials shall be removed from the file and an Employer representative shall be present. Prior discipline shall be removed from the Employee's file twenty-four (24) months after the date of discipline.

4.3 Bulletin Board - The Union will be allowed the use of bulletin board space in each facility as designated by the Employer. Such space shall be used for the posting of official union meeting notices, which shall be signed by an authorized representative of the Union. The Employer retains the right to remove any material that does not comply with this provision.

4.4 Notice of Resignation by Employee - Regular employees shall be required to give no less than fourteen (14) calendar days written notice of intended resignation; provided, however, the following regular employees shall be required to give at least thirty (30) calendar days written notice of intended resignation; Community Educator; Clinical Trainer; Registered Nurse; Clinician; Float Clinician. Failure to give such notice shall result in loss of any accrued vacation. Extenuating circumstances will be considered on a case by case basis, however, if an employee does not provide the minimum notice described above, in no case will the Union file a grievance regarding the Employer's decision to grant or deny accrued vacation based on extenuating circumstances.

4.5 Notice of Termination by Employer - Regular employees shall be entitled to at least fourteen (14) calendar days written notice of termination or pay in lieu thereof, based on scheduled workdays, plus any accrued vacation pay; provided, however, that regular employees in the following job classifications shall be entitled to at least thirty (30) calendar days written notice of termination or pay in lieu thereof, based on scheduled workdays, plus any accrued vacation pay: Community Educator, Clinical Trainer; Registered Nurse; Clinician; Float Clinician. In the event an employee is discharged for cause, this Section 4.5 shall not apply.

4.6 Discipline and Discharge for Just Cause - Discipline and discharge shall be for just cause. Employees who have been discharged by the Employer shall be given a written statement of the cause of discharge at the time of discharge.

4.7 Temporary Supervisory Assignment - When an employee is assigned by management in writing to assume the supervisory function of an Employer-designated supervisor or manager for six (6) consecutive working days or more, the supervisory substitute will be paid an additional salary increment of 20% over their existing salary/wage step until the end of such assignment.

ARTICLE 5 - UNION REPRESENTATIVES -

5.1 Access to Facilities - Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of investigating alleged grievances and performing other essential functions as representatives of the bargaining unit. The Union representative must first notify the appropriate Employer representative of their intent to enter the premises, and no interference with the work of the employees or the operations of the facilities shall result. The Union representative shall follow all Employer visitor sign in procedures.

5.2 Steward - The Employer shall recognize Union Stewards as designated by the Union. The Union shall promptly notify the Employer of the names of all stewards, and shall submit an updated list to the Employer as changes occur. Union business performed by stewards shall be conducted during non-working time and in non-working areas of the facility. It is understood that the term "non-working time" refers to the non-working time of both the steward and any employee(s) with whom the steward comes in contact.

5.3 Contract Distribution - The Employer shall distribute a copy of this contract and the membership form as part of the electronic on boarding process, to each newly hired bargaining unit employee. The Union shall supply the Employer with a nominal number of copies of the contract for distribution.

5.4 New Employee Orientation - The Employer agrees to provide 15 minutes of time during each monthly new employee orientation at which a representative of the Union may present information regarding the bargaining unit and the Union. New employees will not be required to attend this presentation, but will be paid at their regular rate of pay if they attend this 15 minute presentation. Stewards may be released to perform the presentation as Union business pursuant to Section 5.2, above. Prior to the presentation the Union will provide to the

Employer any materials to be presented during this time. The anticipated New Employee Orientation annual schedule will be shared with the Union.

5.5 Bargaining Unit Information- Monthly, the Employer shall provide the Union a list of all employees covered by this Agreement who were hired or terminated, or who transferred into or out of the bargaining unit during the prior month. This list shall include the name, address, social security number, telephone number, wage rate, job classification, FTE status, and date of hire, termination or transfer. Weekly, the Employer shall provide the Union a list of newly hired employees.

5.6 Private Meeting Space - The Employer shall make available a private meeting space/room for grievance administration, investigatory meetings or other meetings that require a confidential space, unless current business operations preclude.

5.7 Unpaid Time Off for Union Business - Provided there is no interference with business operations, Union members may be granted unpaid time off to work for the Union. Leave will not be unreasonably denied. Upon return, the employee will retain the employee's former position, wages, benefits and seniority date. Health insurance coverage continues during unpaid Union Business leaves of absence of less than 30 days.

ARTICLE 6 - MANAGEMENT RIGHTS AND RESPONSIBILITIES -

6.1 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 and demote employees; to discipline and/or discharge employees for cause; to lay off employees for lack of funds or work and to recall employees; to require reasonable overtime work of 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. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 7 - DEFINITIONS -

7.1 Trial Period

7.1.1 A newly hired employee will be on a ninety (90) calendar day trial period of employment. Employees shall receive a written performance evaluation on or about

the ninetieth (90th) day of employment. During this trial period, the employee may be discharged by supervision without recourse to the grievance procedure. All applicable benefits provided herein will accrue during this initial trial period. The initial trial period may be extended up to three (3) additional months, with notification to the Union, upon request of the supervisor when additional time is required for evaluation.

7.1.2 An employee who is transferred to a different staff position or promoted within the bargaining unit shall be placed on a trial period basis for ninety (90) calendar days. The employee shall continue to accrue and be permitted to utilize all applicable benefits during this trial period. In the event the employee cannot meet the new job performance standards as determined by the Employer within this ninety (90) day trial period; the employee will be eligible to return to the same or an equivalent open position and salary for which they are qualified to perform in the judgment of the Employer. This judgment shall be fairly and reasonably exercised.

7.2 Regular Employee - A regular employee, so classified on the Employer's personnel records, is one who has satisfactorily completed the trial period and is assigned duties associated with a regular full- or part-time position as set forth in this Agreement.

7.3 Full-Time Employee - A full-time employee is one who works a thirty-seven and one-half (37.5) hour workweek and is hired on a regular basis. Full-time employees are eligible for benefits as described in this Agreement.

7.4 Part-Time Employee - A part-time employee is one who is regularly scheduled to work less than a thirty-seven and one-half (37.5) hour week and is hired on a regular basis. Part-time employees working twenty (20) hours a week or more are eligible for pro-rated medical benefits. Part-time employees, upon assuming full-time status without a break in service, shall have seniority rights dating from the original date of hire.

7.5 Temporary Employee - A temporary employee is an employee hired to work during a period when additional work of any nature requires a temporarily augmented workforce, or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation or other leave of absence periods. Temporary employees are not covered under the terms of this Agreement and shall have no rights or obligations as accorded herein. An employee shall be considered temporary for a maximum of ninety (90) calendar days. The Employer may extend the temporary employment period up to ninety (90) additional days with prior written notification to the Union of such extension. If retained in the same position, all temporary employment will count toward the employee's trial period.

7.6 Per Diem Employee - A per diem employee is one who is irregularly scheduled to work not more than one thousand (1,000) hours per year. No per diem employee will permanently displace any regular employees or their work hours, except in cases of emergency, sick leave, vacation, or leave of absence. Per diem employees are not covered under the terms of this Agreement and shall have no rights or obligations as accorded herein.

ARTICLE 8 - SENIORITY/LAYOFF/RECALL -

8.1 Seniority Defined - Seniority shall mean an employee's continuous length of service from most recent date of hire. Seniority shall not apply until the employee has successfully completed the required trial period.

8.2 Layoff - In the event a permanent or prolonged reduction in personnel is determined to be necessary, the Employer shall give as much notice as practicable to those affected employees. The Employer will give the Union, as well as regular full-time and part-time employees involved no less than the minimum number of calendar days' notice required by Section 4.5 prior to the impending layoff. If the circumstances allow, the Employer may give an affected employee pay (based on scheduled hours) in lieu of notice for some or all of the notice period. Upon request, the Union and the Employer shall meet no later than five (5) days from the date of the notice of layoff to review the layoff and discuss potential options to avoid layoff. Volunteers will be sought first among the incumbents in the affected job classifications at the affected location. After any volunteers have accepted layoff status, seniority shall be the determining factor in such layoff provided skill and ability are considered equal. The Employer shall be the judge of whether the skill and ability of employees are equal. This judgment shall be fairly and reasonably exercised.

8.2.1 Subject to the provisions of Section 8.2 herein, the Employer shall layoff the least senior employee within a job classification, at an affected location. An employee who has been displaced due to a layoff at their location may accept the layoff, accept an open position for which they are qualified or may displace (bump) a less senior employee in their same job classification (or a lower job classification that they previously held and satisfactorily performed) on the low seniority list, provided the employee's skill and ability are considered equal. The least senior list will consist of an equal number of positions being laid off within the job classification. Any employee who is on the least senior list and is bumped may accept an open position for which they are qualified in lieu of being laid off provided the employee's skill and ability are considered equal. The Employer shall be the judge of whether the skill and ability of employees are equal. This judgment shall be fairly and reasonably exercised. Provided, however, that for purposes of this Section only, an employee will be considered to have equal skill and ability, if in the Employer's opinion, the employee who seeks to bump should be able to function independently at a satisfactory performance level with no more than five (5) shifts of orientation. If an employee has not achieved a satisfactory level of performance after completing five (5) shifts of orientation, the employee will be subject to layoff and placement on the recall roster.

8.3 Recall - Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. Whenever vacancies occur, employees will be reinstated subject to article 8.2. Employees must keep the Employer informed of their current address for purposes of notification. Failure to do so shall relieve the Employer of any further obligation to recall such employee to work. There shall be no loss to accruals or accrual rate during the one year of recall. Sick leave balances shall be reinstated within one year of recall.

ARTICLE 9 - HOURS OF WORK AND OVERTIME -

9.1 Regular Facility/Office Hours - It is understood that the service nature of the Agency requires a variable work scheduling policy as determined solely by the Employer.

9.1.1 The Union and Employer recognize that client demands for expanded service must be considered along with the needs of employees regarding scheduling issues. Expanded hours shall be discussed with affected staff prior to any implementation, which may include use of the Labor Management Committee in Article 24 herein at the request of either party. The Employer and employees shall consider innovative scheduling models as a method of addressing expanded hours of operation.

9.1.2 The Employer shall schedule employees two (2) consecutive days off, unless mutually agreed otherwise, and shall not schedule employees more than two (2) evenings per week except in emergency situations as determined by the supervisor, or unless mutually agreed otherwise, or work beyond 6:30 PM is included in an employee's regularly scheduled shift, or a float employee is assigned to work a shift that goes beyond 6:30 PM. An evening shift is defined as time worked after 6:30 PM. If in an emergency situation an employee is required to work more than two (2) evenings in a week, all time worked after 6:30 PM on the additional evening(s) shall be paid at time and one-half (1-1/2) the employee's regular rate of pay. An emergency is defined for purposes of this Section 9.1.2 as any unforeseen, unplanned or unscheduled situation that calls for prompt remedial action.

9.2 Work Week/Day - Full-time employees shall normally work a total of thirty-seven and one-half (37.5) hours per week, not including meal breaks. The work day shall consist of seven and one-half hours plus an unpaid thirty-minute meal period.

9.3 Overtime - Overtime shall be compensated under the conditions set forth below. All overtime must be approved in advance by the employee's supervisor unless it is an emergency as defined in section 9.1.2. Paid time off shall not count as time worked for purposes of computing overtime.

9.3.1 Hourly Employees - Employees who are deemed by the Employer to be nonexempt under the Fair Labor Standards Act are hourly employees. They shall receive one (1) hour of pay for each hour worked over thirty-seven and one-half (37.5) hours up to and including forty (40) hours in a seven (7) day period. Hourly employees shall be paid at the rate of time and one-half (1-1/2 x) the employee's regular rate of pay for all time worked over forty (40) hours in a seven (7) day period.

9.3.2 Salaried Employees - Employees who are deemed by the Employer to be exempt under the Fair Labor Standards Act are salaried employees. During the term of this Agreement, the Employer shall notify the Union of any new salaried positions within the bargaining unit.

9.4 Meal Periods - Employees shall be allowed an unpaid meal period not to exceed one (1) hour in length, which shall be taken as close to the mid-point of the shift as possible without unduly interrupting client services. Employees who are scheduled to work more than five (5) hours but less than seven and one-half (7.5) hours per day shall be given a minimum of one-half (1/2) hour unpaid meal period as near as possible to the mid-point of the work period. If the employee is unable to leave their work station due to work responsibilities beyond the employee's control and a meal cannot be taken, such time will be compensated in accordance with Section 9.3 herein.

9.5 Rest Periods - Employees scheduled to work a seven and one-half (7-1/2) hour shift shall be allowed a paid rest period of fifteen (15) minutes during each half of the shift. Rest periods shall be scheduled as near as possible to the mid-point of each half shift. However, where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half shift worked, scheduled rest periods shall not be required.

If such rest period cannot be taken due to a work load beyond the employee's control, the supervisor shall grant their request for a proportionately longer lunch period or early departure at a time mutually agreed between the employee and supervisor.

9.6 Work Schedules - Scheduled hours of work shall be posted by the twentieth (20th) day of the month preceding the scheduled month. There shall be no changes made in a posted schedule unless by mutual agreement, except in the event of an emergency situation as determined by the Employer. Such determination shall not be unreasonably applied.

9.7 Multiple Positions - An employee who is scheduled to work in more than one job classification will be paid at the appropriate rate for all hours worked in each such job classification.

9.8 Meetings - All meetings where attendance is mandatory as determined by the Employer shall be paid for as hours worked.

9.9 Time Off Between Shifts - The Employer shall schedule employees for at least twelve (12) hours off between shifts, except in emergency situations or when the employee agrees to work with less than twelve (12) hours off.

9.10 FTE Adjustment – A part-time employee who has worked above their FTE status for at least three consecutive months for reasons other than filling in for sick leave, vacations, leaves of absence, or temporary coverage of unfilled posted positions, may request that the Employer review and adjust their FTE status.

9.11 Low Census - The Employer may temporarily reduce staff in response to reductions in patient visits, utilization or other available work.

9.11.1 Prior to assigning involuntary low census, the Employer shall seek volunteers from within an affected job classification on the affected shift within the administrative

department or health center. If volunteers are insufficient, the Employer will next low census in the following order scheduled staffing or temporary agency personnel, employees working in excess of their FTE, and per diem staff on the affected shift. If those steps do not reduce staffing to the level needed in a particular job classification on a particular shift, and provided that skills, experience and ability of the individuals who are scheduled on an affected shift are not over-riding factors in the opinion of the manager, the Employer shall assign involuntary low census hours on a rotational basis equitably among full- and part- time staff on the affected shift within the impacted job classification in the affected administrative department or health center.

9.11.2 Unless low census needs to be assigned mid-shift, the Employer will endeavor to notify an affected employee of low census prior to the beginning of the scheduled shift. Pre-shift notification will be made to the employee's phone number of record. When an employee is placed on low census, unless assigned on-call duties under Section 10.7, the employee shall not be expected to be available to report for or return to work. Low censused full- or part-time employees may at their option use accrued vacation in increments of not less than one hour provided such employees have otherwise completed the length of service which is a pre-condition to the use of such paid time off.

9.11.3 A low census sheet/rotation record will be posted in each department or health center to both provide a way to volunteer for low census and to document assignments of involuntary low census hours. The list shall be maintained by job classification within the administrative department or health center. When an employee has been involuntarily low censused within their job classification within the department or health center, they will not be involuntarily low censused again unless all qualified employees in the same job classification scheduled on the same shift have received as many involuntary low census hours.

9.12 Employees in float classifications will float within their assigned sector as defined below. No float shall be required to float outside their assigned sector; however a float may indicate their willingness to float in other sectors. In emergency situations a float may be assigned to a location outside their sector.

Upon hire or transfer to a new float position, the Employer may create custom sectors on an individually agreed basis as well as honor any existing float arrangements.

North Sector: Marysville, Everett, Lynnwood, Northgate, Roosevelt, First Hill, Seattle, Bellevue, White Center.

South Sector: Kent, Federal Way, Tacoma, Puyallup, Olympia, Shelton, Centralia, Bremerton.

ARTICLE 10 - SALARIES/WAGES -

10.1 Wages as set forth in the matrix attached as Appendix A for non licensed positions ~~and~~, Appendix B for licensed positions, and Appendix C for Clinical Trainer 2 Position shall be

effective June 1, ~~2017~~2020. ~~Effective June 1, 2018 and June 1, 2019 employees will advance one step on Appendix A or Appendix B.~~

~~The following is payable to incumbents under this Agreement expiring in 2020 only. Incumbents are defined as employees who were employed at the time of ratification and are still employed in an eligible bargaining unit position at the time of subsequent payouts.~~

~~10.1.1 Incumbents at the maximum of the applicable wage scale of the 2014–2017 Agreement will receive a \$1000 bonus upon ratification and a \$1000 bonus on June 1, 2018 and June 1, 2019. Incumbents receiving pay under 10.1.1 are not eligible for pay in 10.1.2–10.1.7.~~

~~10.1.2 Incumbents who reach the maximum wage on the applicable 2017–2020 wage matrix, effective with their placement in 2017, will receive an increase of 3% and will be considered off the matrix for this Agreement. Incumbents receiving pay under 10.1.2 are not eligible for pay under 10.1.3.~~

~~10.1.3 Incumbents who receive less than 2.5% when placed on the 2017–2020 applicable wage matrix, will receive the difference in a cash bonus to be paid upon ratification.~~

~~10.1.4 Incumbents who remain at the maximum, or reach the maximum wage on the applicable 2017–2020 wage matrix, effective June 1, 2018, will receive an increase of 2.5% and will be considered off the matrix for this Agreement.~~

~~10.1.5 Incumbents who remain at the maximum, or reach the maximum wage on the applicable 2017–2020 wage matrix, effective June 1, 2019 will receive an increase of 2% and will be considered off the matrix for this Agreement.~~

~~10.1.6 In no case will any incumbent receive less than 7.5% over the length of the contract. All types of compensation, except premiums (bilingual, weekend and on call clinician) and overtime will count towards the 7.5%. This includes any 2017 increase due to placement on the applicable new wage matrix, as well as step increases through the period of the Agreement. It also includes any increases or bonus payments made under 10.1.2–10.1.5. A reconciliation will be performed with any difference between actual pay and 7.5% paid in the form of a cash bonus on May 31, 2020.~~

~~10.1.7 Incumbents in the Clinical Trainer 2 position shall remain on the 2014–2017 wage matrix. This wage scale is listed in Appendix C. Incumbents will move one step effective June 1, 2017, June 1, 2018 and June 1, 2019.~~

10.2 Wage Matrix Placement—~~Employees will be credited for applicable experience and placed on the wage/salary matrix considering internal equity. Applicable experience is the primary criteria for wage/salary matrix placement. Placement will not be performance based. Steps on the matrix do not necessarily correspond with years of experience. Within ninety (90)~~

~~calendar days of ratification, if a current employee has questions about their placement on the wage/salary matrix they may request a review of internal equity from Human Resources. In no case will the Union file a grievance regarding Employers' decision following review.~~

10.3 Contract Minimums- The Employer may in its fair and equitable discretion, pay wages in excess of those set forth in this Agreement. Any employee already receiving more than the minimum set forth in Appendix A, B, or C for their classification shall suffer no reduction as a result of this Agreement.

10.4 Travel

10.4.1 Automobile Mileage - An employee who is required to travel between sites during their working hours on official business of the Employer, shall be compensated at their regular rate for that time in such travel, reimbursed for use of the employee's personal vehicle at the same rate per mile as established by the IRS and reimbursed for Ferry fares and parking fees incurred as a result of such travel. An accurate log of all mileage and specific time traveled shall be kept by the individual employee, to be submitted monthly to the employee's supervisor. Falsification of mileage or time records may subject the employee to discipline and possible discharge.

10.5 Promotions - When an employee is promoted to a higher level classification within the bargaining unit, the employee shall be placed on the wage/salary matrix considering internal equity with incumbents in the same or similar position.

10.6 Weekend Premium - An employee who is scheduled to work on the weekend shall receive a premium of two dollars fifty cents (\$2.50) an hour for all scheduled hours worked on a weekend. "Weekend" is defined as 12:00 a.m. Saturday to 11:59 p.m. Sunday.

10.7 Clinician On-Call Premium - Clinicians who are assigned by the employer to be on call for 24 hour emergency consultation shall be provided a cell phone and shall be paid as follows: a premium of \$90/day while on call Monday – Thursday and a premium of \$110/day while on call Friday – Sunday and holidays. When any Clinician is on call, they are covering calls that may originate from any PPGNHI health center. The Employer recognizes that generally taking an on-call assignment is voluntary.

10.8 Bilingual Premium - Subject to the employer's initial and ongoing assessment, bilingual employees who use their ability in the workplace shall be paid (\$.75) for each hour worked, including travel, in addition to their base pay.

ARTICLE 11 - HOLIDAYS -

11.1 Regular full-time employees and part-time employees pro-rated, who have completed 30 days of employment, shall be granted the following paid holidays.

New Year's Day
Martin Luther King Day

Labor Day
Memorial Day

Thanksgiving Day
Day after Thanksgiving

Independence Day
Christmas Day

11.2 Holiday Pay - Whenever a regular, full-time or part-time employee is required to work on a holiday, they shall be paid at the employee's regular rate of pay for all hours worked, plus holiday pay or may be scheduled to take a different day off during the same week, at the manager's discretion.

11.3 Holiday During Vacation - If a holiday falls during a full-time employee's vacation, that day will not be counted against the employee's vacation.

11.4 Holiday Pay Computation - Full-time employees shall receive sixty (60) hours (pro-rated for part-time employees) holiday pay per calendar year. For part-time employees, the proration will be based on their existing scheduled part-time status.

A holiday calendar will be distributed at the beginning of each calendar year. If an employee's health center is not scheduled to be open on a holiday (usually a Monday holiday), or if the employee is not scheduled to work on a day that is a holiday, they will be paid for that holiday based on their employment status. Maximum holiday pay per year is sixty (60) hours for full-time employees.

ARTICLE 12 - VACATION -

12.1 Full-time employees shall receive a minimum of thirteen (13) paid vacation days per year. Vacation is awarded on a calendar year basis and vacation hours are available on January 1st. Employees hired after January 1st will have their vacation hours pro-rated for the remainder of the calendar year.

12.1.1 Vacation days for full-time employees are awarded as follows:

1 st calendar year	13 days
2 nd calendar year	14 days
3 rd calendar year	16 days
4 th calendar year	17 days
5 th calendar year	18 days
6 th – 8 th calendar year	19 days
9 th calendar year	20 days
10 th – 12 th calendar year	21 days
13 th calendar year and each subsequent year	23 days

12.2 Part-time employees earn vacation days based on FTE.

12.3 Employees shall be awarded prorated vacation from the date of hire; however, an employee may not use vacation until after thirty (30) days of continuous employment

12.4 After the first year, vacation amounts are calculated based on complete calendar years.

12.5 Vacation Scheduling - Vacation leave must be requested in writing at least thirty (30) calendar days in advance. The employee's supervisor will respond in writing to approve or deny the vacation request within fourteen (14) calendar days of receipt. An employee who submits a request for vacation leave less than thirty (30) calendar days prior to the date requested off will be approved provided a qualified vacation replacement can be found by the supervisor. The supervisor will inform the requesting employee of the decision in writing as soon as possible.

12.5.1 Summer Vacation Scheduling - Vacation requests received after January 1 and prior to March 1 for the months of June, July and August will be granted first using the prior year's summer vacation approval history and rotated equitably among all staff. If there are conflicting requests for the same period of time, seniority will break the tie, provided staffing requirements can be met as determined by the supervisor. The supervisor will respond in writing to approve or deny the requests by March 15th. Requests for June, July and August vacations received after March 1 and for all other months, except winter vacation as described in 12.5.2, will be based on earliest date of request when two or more employees cannot be released to take vacations at the same time. All such vacation requests shall be subject to staffing requirements.

12.5.2 Winter Vacation Scheduling – Vacation requests received July 1st to September 1st, for the period November 1st – January 3rd, will be granted using the prior year's winter vacation approval history and rotated equitably among all staff. If there are conflicting requests for the same period of time, seniority will break the tie, provided staffing requirements can be met as determined by the supervisor. The supervisor will respond in writing to approve or deny the requests by September 15th. Requests for November 1st – January 3rd vacations received after September 1st and for all other months except summer vacation as described in 12.5.1, will be based on earliest date of request when two or more employees cannot be released to take vacations at the same time. All such vacation requests shall be subject to staffing requirements.

12.6 Vacation may be scheduled in less than half-day increments (3.75 hours) and all requests must be pre-approved by the supervisor.

12.7 Any unused accrued vacation may be carried over to succeeding years with the total not to exceed 112.5 hours. Any vacation exceeding 112.5 hours or will be forfeited unless an exception is made by the Employer.

12.8 A regular employee who terminates in good standing; that is, is not terminated for cause and meets the notice requirements set forth in Section 4.4 of this Agreement, shall be paid for any accrued vacation benefits, not to exceed 225 hours. Failure to give adequate notice will result in forfeiture of all accrued vacation hours.

ARTICLE 13 - SICK LEAVE -

13.1 Accrual - Full-time employees shall receive twelve (12) days of sick leave per year, up to a maximum of forty-five (45) days. (See Section 15.2 herein re: Short-Term Disability Insurance coverage). Sick leave is awarded on a calendar year basis and sick leave hours become available on January 1st. New employees are eligible to use sick leave after thirty (30) days of employment and hours are prorated for the remainder of the year.

13.1.1 Part-time employees earn sick days based on FTE.

13.1.2 Maximum accrual shall not exceed full-time accrual rate based on 1,950 hours.

13.2 Sick Leave Eligibility - Sick leave benefits shall accrue from date of hire; however, regular employees shall not be eligible to use accrued sick leave until after completion of the first thirty (30) days of employment.

13.3 Sick Leave Pay - Sick leave shall be payable at the employee's regular rate of pay on the first day of a bona fide illness or disability. The employee shall be required to notify the Employer at least one (1) hour in advance of the employee's scheduled shift if unable to report for duty. Failure to do so may result in the loss of paid sick leave for that day. The Employer shall give consideration to extenuating circumstances that would make such notice requirements impossible. It shall be the employee's responsibility to notify his/her supervisor, per the practice of the Health Center/Department.

13.3.1 The Employer reserves the right to require reasonable proof of illness or disability. Proven abuse of sick leave shall be grounds for discharge.

13.3.2 Sick leave shall be paid only for those hours when the employee was regularly scheduled to work.

13.4 Immediate Family Member's Illness - In accordance with Federal, State & local laws, employees may use accrued sick leave to care for a child under the age of eighteen (18) who has a health condition that requires supervision or treatment, to care for an adult child with a health condition requiring treatment or supervision if the adult child is incapable of self-care because of a mental or physical disability, or care for a spouse, domestic partner, parent, parent-in-law, domestic partner's parent or grandparent who has either a serious health condition or an emergency condition. A child includes a biological, adopted, foster or step child, a legal ward, or a child to whom the employee is "in loco parentis."

13.5 Emergency Leave - Employees shall be allowed a maximum of three (3) days (prorated for part-time employees) of accrued sick leave in the event of a serious illness of an employee's other family members. Other family members are defined as siblings, son/daughter in-law and brother/sister in-law, or the equivalent in-law family member of an employee who has a domestic partner.

13.5.1 Bereavement Leave - Employees with ninety (90) days or more of continuous seniority with the Employer shall be given up to three (3) days of paid leave for a death in the employee's immediate family. Immediate family is defined as spouse, siblings, step-siblings, niece, nephew, children, stepchildren, parents, stepparents, parent-in-law, son/daughter-in-law, brother/sister-in-law, grandparents and domestic partner, or the equivalent-in-law family member when an employee has a domestic partner.

13.6 Medical/Dental Appointments - Sick leave may be used by the employee for medical and/or dental appointments, provided advance approval has been obtained from the employee's supervisor for such time off from work.

13.7 On-the-Job Injury - Accrued sick leave may be used to supplement the amount received by an employee from Worker's Compensation Insurance, up to the amount of the employee's pay for the hours they would have worked had the employee been available for work. In no event shall such pay make the employee more than whole.

13.8 Sick Leave Donation - A full-time or part-time (pro-rated) employee may donate up to five (5) days per calendar year of their accrued sick leave to other PPGNHI employees who have an illness or injury that is life threatening or that is certified in writing by a medical practitioner to require a continuous absence from work in excess of one (1) week, provided such donor-employee has a minimum accrual of at least ten (10) sick leave days remaining after the donation.

13.8.1 The donating employee must have completed a PPGNHI donation form, signed and dated and returned to the Human Resources office. No phone requests, e-mail messages, or lists of employees' names will be processed.

13.8.2 The receiving employee must have first exhausted all their accrued sick leave and vacation benefit hours, must not be receiving Workers' Compensation benefits, and cannot bank unused sick leave donated but not used. No phone requests, e-mail messages, or lists of employees' names will be processed. The receiving employee will be paid their regular rate of pay, up to the extent of the donated hours, during that time when the employee is not able to work. Hours will be used in the order that they have been donated. If the receiving employee terminates from PPGNHI before all donated hours are used, those remaining hours will not be paid out. Any hours not needed by the receiving employee will be re-credited to the donating employee(s).

ARTICLE 14 - LEAVES OF ABSENCE -

14.1 Definition - A leave of absence is a designated period of approved time that an employee is off the job for a reason other than scheduled vacation, short-term illness, or professional meetings at the Employer's request.

14.2 Request for Leave - All leaves are to be requested from the Employer in writing at least two (2) weeks in advance, except in any emergency situation beyond the employee's control. Such request shall state all pertinent details and the amount of time requested. A written reply

to grant or deny the request shall be given by the Employer within ten (10) calendar days of receipt of the request.

14.3 Unauthorized Absence - Absence from duty without authorization from the employee's supervisor may be the basis for separation from employment and will be considered a voluntary quit. This provision shall not apply to a situation beyond the employee's control.

14.4 Paid Leave - Leave with pay is approved leave for which accrued benefits are paid. Leave with pay shall not alter an employee's anniversary date of employment, nor otherwise affect compensation or job status with the Employer.

14.5 Leave Without Pay - Leave without pay is approved leave that begins after the employee's applicable accrued benefits have been exhausted. Non-FMLA leave without pay of more than forty-five (45) calendar days shall result in the employee's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave. An employee who takes an unpaid leave of absence, which is not a qualifying leave under the federal Family and Medical Leave Act (FMLA), shall arrange to pay fully their own benefit premiums during such period of unpaid leave.

14.5.1 Return From Unpaid Leave - In the event an employee wishes to return to work from an unpaid leave of absence of forty-five (45) calendar days or less, the employee will be returned to their former position. If an employee's unpaid leave of absence exceeds forty-five (45) calendar days but is not more than one hundred eighty (180) calendar days, they will be offered the first available comparable position for which qualified as determined by the Employer. If an unpaid leave of absence exceeds one hundred eighty (180) calendar days, the employee will lose their preemptive reemployment rights, except as provided in Section 14.7 herein.

14.6 Medical Leaves of Absence - Medical leaves of absence may be granted to regular employees who are recovering from illness or an accident. Medical leaves may be used for periods of actual disability associated with pregnancy or childbirth, normally expected not to exceed six (6) calendar weeks after delivery in an uncomplicated delivery. A medical leave of absence requires a physician's certification and cannot exceed ninety (90) days. A medical leave of absence may be extended by the Employer, upon written request, when accompanied by an explanation from the employee's physician of the need for an extension period. During medical leave, the employee will take previously accrued sick pay. A written request for medical leave of absence must be returned to a supervisor or department head along with a physician's certification of the disability and the anticipated length of absence. A physician's certification may be required by the Employer for return from a medical leave of absence, paid or unpaid, including maternity leave.

14.7 Maternity/Paternity/Adoption Leave Without Pay - An employee shall, upon written request, be granted a maternity/paternity or adoption leave without pay for up to a total of twelve (12) months following the date of birth or placement. The employee will be offered the first available comparable position for which qualified, provided they notify the Employer in

writing of their intent and availability to return to work within that twelve month period. The Employer's obligation shall not extend beyond six (6) calendar months after the date of intent to return to work.

14.8 Educational Leave - The Employer may allow employees (except Clinicians & RNs), at its discretion, up to three (3) days leave in a calendar year with pay for educational (academic) purposes, provided such leave shall be subject to scheduling requirements and budgetary limitations of the Employer, approval by the Employer of the subject matter to be studied, and certification of attendance and/or completion of the course. At the Employer's discretion such employees may also be reimbursed for pre-approved course fees. Educational leave shall only apply when attendance requires absence from work during scheduled working hours. When an employee, including a Clinician, RN, is required by the Employer to attend an educational program, all expenses of this function shall be paid in full by the Employer. The employee's wages shall also be paid.

14.8.1 Clinician Continuing Education - In each calendar year (January through December), Clinicians shall be allowed up to four (4) days paid at their regular rate and up to fifteen hundred (\$1,500.00) dollars for continuing education. Clinicians who are regularly scheduled to work less than eighty percent (80%) time will have this allowance pro-rated according to their FTE. Such educational leave shall be subject to scheduling requirements of the Employer. The Clinician will provide proof of attendance. Such continuing education funds may be applied to tuition and expenses related to continuing education including travel, lodging and meals, memberships in professional organizations, subscriptions to professional journals and other professional publications including books. Such funds do not cover license and certification fees or equipment related to professional practice. If a Clinician does not use the entire amount of continuing education funds in one year, and if the Clinician makes a written request to the Director of Health Services by December 31, up to five hundred dollars (\$500.00) shall be carried over at the end of a year. This benefit is available after completion of the Clinician's trial period.

14.8.2 Registered Nurse Continuing Education – In each calendar year (January through December), RNs shall be allowed up to two (2) days paid at their regular rate and up to five hundred dollars (\$500.00) for continuing education. RNs who are regularly scheduled to work less than eighty percent (80%) time will have this allowance pro-rated according to their FTE. Such educational leave shall be subject to scheduling requirements of the Employer. The RN will provide proof of attendance. Such continuing education funds may be applied to tuition and expenses relating to continuing education including travel, lodging and meals, memberships in professional organizations, subscriptions to professional journals and other professional publications including books. Such funds do not cover license and certification fees or equipment related to professional practice. If an RN does not use the entire amount of continuing education funds in one year, and if the RN makes a written request to the Director of Health Services by December 31, up to two hundred fifty dollars (\$250.00) shall be

carried over at the end of a year. This benefit is available after completion of the RN's trial period.

14.9 Jury Duty - Regular full-time and part-time employees who serve on jury duty shall be compensated for the difference between their jury duty pay and regular rate of pay for scheduled hours.

14.10 Military Leave - Leave required in order for an employee to maintain status in a military reserve of the United States, other military service, or certain types of service in the National Disaster Medical System shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's paid vacation time, unless the employee requests vacation time concurrently. Reinstatement from such leave shall be in accordance with federal law (USERRA).

14.11 Family/Medical Leave - Employees who have been employed at PPGNHI on a continuous basis for a minimum of one (1) year and who worked at least twelve hundred fifty (1,250) hours in the preceding twelve (12) months, may be eligible for leave in accordance with the federal Family and Medical Leave Act (FMLA). Eligible employees must confer with the Vice President of Human Resources, or their designee, to complete the necessary paperwork and obtain the necessary approvals prior to being granted leave under this Section 14.11. If a leave qualifies under the FMLA, state law and this Article, such leaves shall run concurrently.

ARTICLE 15 - GROUP INSURANCE -

15.1 Group Insurance - The Employer offers full-time employees an Employer-paid "basic-plan" consisting of group medical, life, and dental insurance.

15.1.1 The Employer provides the same coverage as set forth in Section 15.1 for part-time employees who work a minimum of twenty (20) regularly scheduled hours per week, with the Employer paying an amount towards the part-time employee's premium proportionate to hours regularly scheduled. The part-time employee must pay the remaining premium cost.

15.2 Long-Term and Short Term Disability Insurance - Long-Term and/or Short Term Disability insurance coverage is available at the employee's expense, if enrolled in the group insurance and regularly scheduled to work twenty (20) or more hours per week. Disability income payments may be supplemented by the employee from their accrued sick leave and/or vacation leave benefits, not to exceed the employee's regular rate of pay.

15.3 Dependent Coverage. Dependent group medical and dental insurance coverage is available at the employee's expense, provided the employee has enrolled in the group insurance plan and is regularly scheduled to work twenty (20) or more hours per week.

15.4 Travel/Accident Insurance - All employees of the Employer are covered by the Planned Parenthood Federation of American Travel Accident Insurance Plan, which provides up to fifty

thousand dollars (\$50,000.00) for loss of life, limb, sight, or hearing during a trip on Employer-related business. Such coverage is at no cost to the employee.

15.5 Employee Health Center Services - Employee patients who do not wish to use their insurance for non-preventive services are offered a discounted rate for services. With a goal of removing financial barriers to care, some or all of their balance due may be subsidized using applicable employee health funding sources as available.

ARTICLE 16 - WORKERS COMPENSATION -

16.1 All employees shall be covered by the Washington State Industrial Accident Insurance and Medical Aid or equivalent insurance.

ARTICLE 17 - UNEMPLOYMENT INSURANCE -

17.1 All employees shall be covered under the Washington State Unemployment Compensation Act.

ARTICLE 18 - PROFESSIONAL LIABILITY INSURANCE -

18.1 The Employer will provide professional liability insurance for those applicable employees within the bargaining unit.

ARTICLE 19 - INSURANCE PARTICIPATION REQUIREMENTS -

19.1 Participation by employees in insurance benefits specified in this Agreement shall be subject to the specific terms, conditions, and eligibility requirements of the applicable benefit plan.

ARTICLE 20 - RETIREMENT PLAN -

20.1 The Employer shall continue to provide benefits under its 403(b) thrift plan as specified in the Employer's plan document.

ARTICLE 21 - GRIEVANCE PROCEDURE -

21.1 Grievance Defined - A grievance is defined as any alleged violation during the term of this Agreement of a specific provision(s) of this Agreement. Prior to submitting a written grievance, an employee is encouraged to communicate concerns with their manager or supervisor. In addition, an employee may consult with their Union Representative. If any such grievance should arise, it shall be processed by the grievant in accordance with the following procedure. The Employer will endeavor to schedule the Step One or the Step Two meeting in person.

21.2 Time Limits - Time limits set forth in the following steps may be extended only by written mutual consent of the parties hereto for example if the Employer or the Union requires more time to conduct an investigation. If the grievant does not comply with the time limitations, or if the grievant fails to appear for a scheduled grievance step meeting with the Employer, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with the time limitations, the grievant shall have the right to proceed to the next step of this procedure..

21.3 Step One - Employee and Human Resources - An employee or the Union may file a grievance in writing with the Human Resources Manager or Designee within fourteen (14) calendar days from the occurrence or the time when the party 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. The parties shall meet within fourteen (14) calendar days with the Steward or the Union representative to attempt to resolve the grievance, and the Human Resources Manager or Designee shall respond in writing to the written grievance within fourteen (14) calendar days from the date of the meeting. A meeting for purposes of this Article shall include: in person, telephone or video conference.

21.4 Step Two - Employee and Vice President of Human Resources - In the event the grievance cannot be resolved at Step One, the grievance shall be submitted to the VP of Human Resources within fourteen (14) calendar days from the date of the Employer's Step One response. A conference with the employee, the Steward or Union representative and the VP of Human Resources shall take place within fourteen (14) calendar days from receipt of the grievance at Step Two. The VP of Human Resources shall issue a written reply within fourteen (14) calendar days following the conference. A conference for purposes of this Article shall include: in person, telephone or video conference.

21.5 Step Three - Arbitration - If the grievance is not satisfactorily resolved on the basis of the foregoing procedure, the Union may, within fourteen (14) calendar days of receipt of the decision in Step Two, submit the issue by written notice for final determination by a neutral arbitrator, to be selected as follows: the parties shall request that the Federal Mediation and Conciliation Service submit a panel of eleven (11) individuals having arbitration experience appropriate to the issue in dispute and residing in the Northwest, from which each party shall alternately strike names. The remaining name will be designated as the arbitrator. The party seeking arbitration shall strike the first name.

The arbitrator shall hold a hearing and base the decision on the evidence elicited at such hearing. The decision shall be submitted in writing and be final and binding upon the Employer and the Union. The arbitrator shall have no power to add to or subtract from, alter or amend the terms of this Agreement or substitute their judgment for that of the Employer or its management in any matter where this Agreement has specified whose judgment will be used or where the right or matter in question has been reserved to the Employer.

The applicable fees and expenses of the arbitrator shall be borne solely by the party that does not prevail in the arbitration; provided, however, that in the event neither party should prevail due to a split decision, the arbitrator's fee and expenses shall be borne equally by the parties. Each party shall be responsible for the expenses of its own witnesses and any other expenses incurred on behalf of that party, including but not limited to attorneys' fees.

21.6 Mediation - The parties may agree to use Federal Mediation and Conciliation Service (FMCS) grievance mediation to resolve a grievance. Both parties must mutually agree to use mediation. Mediation shall not be considered a step in the grievance procedure. Should the

grievance subsequently be moved to arbitration, the Employer shall not be liable for any potential back pay liability for that period of time when the parties agreed to mediate until the parties terminate the mediation effort, if mediation process extends or delays the arbitration timeline.

ARTICLE 22 - SAVING CLAUSE -

22.1 This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Union shall promptly enter into collective bargaining for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 23 - NO STRIKE/NO LOCKOUT -

23.1 It is recognized that the Employer is engaged in a public service requiring continuous operation, and it is understood that recognition of such obligation of continuous service is imposed upon both the employees and the Union. It is therefore agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees, and (b) neither the Union, the employees, nor their agents or other representatives shall participate in any way in any strike, including any sympathy strikes, picketing, walkouts, slowdown, boycott or any other interference with the operations of the Agency, nor shall any employee in this bargaining unit refuse to cross a picket line established against the Employer. Any employee who is found to have violated this Article 23 shall be subject to immediate discipline, including possible discharge.

ARTICLE 24 - LABOR MANAGEMENT COMMITTEE -

24.1 A Labor Management Committee consisting of three (3) persons appointed by the Employer and three (3) employees selected by the members of the Union shall be established for the purpose of considering suggestions for improvements in quality of patient care and employee relations. A representative of the Union and the Employer's Human Resources Department or Designee may also attend the Labor Management Committee meetings. Upon ratification of this Agreement, the Employer and the Union shall schedule Labor Management meetings every other month for no more than ninety (90) minutes a meeting. The parties may also meet at any time by agreement. The parties shall exchange written agenda items no less than seven (7) calendar days prior to a scheduled meeting. Committee members shall suffer no loss of pay if they attend Labor Management meetings with the Employer representatives while on duty status. The Labor Management Committee's role is an advisory, rather than a decision-making one.

24.2 The purpose of the Labor Management Committee is to work with mutual respect to bring forward issues for discussion. The Labor Management Committee is not a substitute for the

grievance process and has no authority to settle grievances. FMCS Labor Management Committee training will be scheduled within the first quarter of 2018.

ARTICLE 25 - DURATION -

25.1 Term of Agreement – Except as where otherwise provided herein, the effective date of this Agreement shall be date of ratification, and shall continue in full force and effect through May 31, ~~2020~~2021. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice not more than ninety (90) nor less than sixty (60) calendar days prior to the termination date of its intent to negotiate-a new agreement. Should such timely notice be served, bargaining shall commence at a date which will be mutually agreed upon by the parties.

IN WITNESS WHEREOF, we attach our signatures this _____ day of _____, ~~2017~~2020.

UFCW LOCAL 21

PLANNED PARENTHOOD OF THE GREAT
NORTHWEST AND HAWAIIAN ISLANDS

~~Todd Crosby~~Faye Guenther
President

~~Christine Charbonneau~~
CEO

Equity

~~Carolyn S. Harvey~~Janice Jackson-Haley
Vice President, ~~Human Resources~~HR &

**LETTER OF UNDERSTANDING
BY AND BETWEEN
PLANNED PARENTHOOD OF THE GREAT NORTHWEST
AND
UFCW, LOCAL 21**

This Letter of Understanding is entered into by and between Planned Parenthood of the Great Northwest (PPGNW) and United Food and Commercial Workers –Local 21 (Union).

1. During the balance of the term of the parties' 2017-2020 Collective Bargaining Agreement (Agreement), neither the Union nor any employee covered by the Agreement will file a grievance over a verbal or written warning.
2. In the event that PPGNW gives such an employee a verbal warning or written warning during this time period, if PPGNW uses a verbal or written warning to support further discipline, such as a suspension, probation, or discharge (collectively – further discipline), then if such further discipline is grieved, both the Union or PPGNW will be allowed to defend their respective positions as to whether there was or was not just cause for a verbal or written warning in a grievance meeting or arbitration concerning the further discipline.
3. Employees will be allowed to submit a written rebuttal to any discipline received, and such rebuttals will be included in the employee's personnel file, along with documentation regarding the discipline that was imposed.
4. With this understanding, PPGNW agrees that it will not present an argument to a labor arbitrator that the Union's failure to formally grieve a verbal or written warning is time barred because such a warning was not grieved in a timely manner. However, if employees receive higher forms of discipline in the first instance, or receive further discipline following a verbal or written warning, this understanding will not apply and a timely grievance must be filed by the Union on such an employee's behalf if it intends to argue that there was no just cause for a higher form of discipline in the first instance or for the further discipline.
5. Any grievance over a verbal or written warning currently in progress at the time this Letter of Understanding is signed will be subject to the terms of this understanding if agreed to by the individual grievant.

Initially signed October 9, 2014 and renewed this _____ of _____, 2017.

For PPGNW:

For UFCW 21:

Carolyn S. Harvey, Vice President
Human Resources

Patrick Pedersen, Union Negotiator

Letter of Understanding
By and Between
UFCW Local 21
AND
Planned Parenthood of the Great Northwest and the Hawaiian Islands

PILOT PROJECT

The parties hereby agree to create a sub-committee, through the Labor Management Committee, with the goal of reducing shifts worked over eight (8) hours. The sub-committee will develop a location based approach utilizing the most impacted health centers or departments to develop methods to reduce shifts worked beyond eight (8) hours. One or more options may be piloted with feedback from staff and managers on the positive and negative impacts on staff, patients, and performance metrics. After the Pilot period, the results of the pilot will be shared with the Labor Management Committee at a regularly scheduled Labor Management Committee meeting. The Labor Management Committee shall make a recommendation for change, if warranted by the Pilot, to the PPGNHI Family Planning Access Group and/or the PPGNHI Abortion Access Group.

UFCW Local 21

PPGNHI

_____ date _____
Patrick Pedersen, Union Negotiator

_____ date _____
Carolyn S. Harvey, Vice President
Human Resources