

Howard Brown Health's Last Best Final Offer – November 8, 2023

Section 2.6 Union Rights

The Employer recognizes the interests of the Union and the obligation of the Employer to bargain collectively with the Union with regard to matters directly affecting wages, hours, and terms and conditions of employment, as well as the impact thereon to the extent provided by law, and will notify the Union of any contemplated changes in such matters and bargain collectively regarding proposed changes.

Section 2.9 Pay for Negotiations

Howard Brown Health will provide 600 hours of paid bargaining time to be distributed to Bargaining Committee members for negotiations over a successor agreement. Paid bargaining hours can be increased by mutual agreement.

Section 5.1 Schedules

Departments shall generally continue the scheduling practices that were in effect in the department as of November 2022, unless otherwise provided in this Section.

Work schedules will be posted at least one month in advance of the start of the schedule. Departments that post schedules greater than one month in advance of the start of the schedule, as of November 2022, will continue that practice.

Once a schedule is posted, it can be changed only by agreement with the employee, this will not prevent the employer from shifting an employee already scheduled to work at one worksite to another worksite within six miles of their usual worksite in order to avoid worksite closure. Employees reassigned to a clinic other than their assigned location are eligible for corporate Uber or mileage reimbursement and are paid for travel time.

Employees shall be permitted to flex their hours with prior management approval (approval will cover the general practice of flexing hours and not be required for each instance of flexing). Approvals provided pre-ratification will remain in effect after ratification unless flex time is abused (i.e. not used for the reasons stated below), patient needs change, or are changed by mutual agreement between managers and employee. For purposes of this section, flexing hours is solely for the purpose of meeting the needs of patients and clients or completing other necessary job duties, when, for example, an employee remains at work past their scheduled time to finish a patient visit or to complete other business-related tasks. In those instances, the employee will be able to take the time off on another day during that week, as long as that does not negatively affect patient care/flow or completion of necessary job duties.

Weekend work shall be rotated equitably among employees in the applicable classification and location, unless an employee requests additional/regular weekend work.

No employee will be required to work more than five consecutive days, unless requested by the employee or after the manager has identified alternatives, consulted with employees and attempted to first make the change by identifying volunteers.

Section 5.5 Job Duties

The Employer has the right to modify job duties and responsibilities to meet changing business needs and operational requirements, if prior notice is given to the employee and Union. Before implementing any material changes to the duties included in a current job description, the Employer will provide the Union with notice and an opportunity to discuss the changes. Upon request, the Employer will negotiate the impact of the changes with the Union. Impact here includes, but is not necessarily limited to, offloading existing duties to make room for new duties and compensation for added duties. A “material change” is defined as a substantial modification to the core job responsibilities, duties or functions of an employee that impacts an employees’ ability to meet established performance metrics.

Section 5.8 Remote Work

(a) Remote work is the practice of performing required job functions from home or another management-approved location. After completion of the introductory period, any employee who believes that all or part of their position is suitable for remote work may request to work remotely by submitting a written request to their supervisor. The Employer will evaluate the employee’s request on a case-by-case basis and will approve or deny the request in writing.

(b) The Employer shall not unreasonably deny an Employee’s written request to work remotely. Working remotely shall not be construed as altering the existing rights or obligations of either party.

(c) In cases where a remote work request is denied, the decision letter must include an explanation for why the request was denied.

Section 5.9 Administrative Time

Employer will schedule bargaining unit employees in the following categories for at least eight (8) hours of dedicated administrative time per week unless the employee is applying or approved for a program such as the National Health Service Corp (NHSC) Loan Repayment Program. In those cases, the employee’s obligations under the program shall dictate the amount of administrative time and the manner in which it may be spent. Administrative time may also be reduced at the sole discretion of the employee.

Priority shall be given to the advancement and completion of indirect patient care functions such as charting, reviewing labs, calling patients, and clearing desktops. This time can also be used to participate in meetings, trainings, and complete paperwork and tasks that are necessary to maintain licensure and compliance.

The Employer acknowledges that direct care medical providers may complete administrative work outside of their scheduled administrative time given the nature of how health care is delivered. As such, Nurse Practitioners and Physician Assistants may complete administrative tasks at any time during the week provided that completion of the tasks does not conflict with established patient schedules. If NPs and PAs are substantially caught up on their administrative tasks, they are not expected to continuously work their entire scheduled admin day but can be expected to attend pre-scheduled meetings on issues that cannot be addressed

during patient care time so not to disrupt delivery of direct patient care and be accessible to consult on critical patient care needs.

1. Nurse Practitioner
2. Physician Assistant
3. Behavioral Health Provider
4. Therapist
5. Any other bargaining unit positions that historically have had administrative time. For purposes of this section, historically means consistently over an extended period of time prior to certification of the Union as exclusive representative.

Any employee who believes that their position requires administrative time may submit a written request to their supervisor for a set number of hours of admin time. The Employer will evaluate the employee's request on a case-by-case basis and will approve or deny the request in writing.

These employees may perform administrative work remotely after completing their introductory period. The Employer agrees to respect employee's use of administrative time, understands that this time is an essential part of providing patient care, and trusts the integrity of its employees to use this time for work-related activities.

Medical assistants shall be assigned eight (8) hours of administrative duties per week. Administrative duties include tasks such as, but not limited to, working on EMR pools and in-baskets, stocking rooms, and completing MA-only patient visits.

Section 5.13 Board Attendance at Labor Management Meetings

A Board member will attend labor-management meetings semi-annually.

Section 5.16 Technology Reimbursement

Certain bargaining unit members may be required by their manager to use their home internet while working from home for more than 10 workdays in a month. In that case, HBH will pay an employee \$15.00 per month if they are required by their manager to use their personal internet connection while working.

Equipment: HBH will supply an employee with a laptop if they are required to use a computer other than a desktop in the workplace or a cell phone if they are required to use one while in the field.

Section 7.5 Lead Worker Positions

The Employer has the authority to create and fill "Lead Worker" positions at its discretion. All "Lead Worker" positions that do not meet the National Labor Relations Act definition of supervisor are part of the bargaining unit. An employee named to a "Lead Worker" position performs all of the duties associated with the foundation position. For example, a Medical Assistant designated as Lead Worker is required to perform all of the job duties of a Medical Assistant. However, in addition to performing the job duties of the foundation position, a "Lead Worker" is required to perform various coordinating and training duties as well. These include,

but are not limited to, such things as assisting in the preparation and monitoring of staffing assignments, training employees how to perform certain job duties, and suggesting how employees can improve their job performance. However, in no case shall a "Lead Worker" have the responsibility or authority to discipline another bargaining unit member for any reason or to file a written response on behalf of Management in support of a disciplinary action taken against another bargaining unit member, nor shall a "Lead Worker" have any responsibilities or authority rising to the level of a "supervisory," "managerial," or "confidential" employee as defined by the National Labor Relations Act. As compensation for the performance of these additional duties, a "Lead Worker" is paid as indicated in Appendix B.

As with all other bargaining unit positions, "Lead Worker" positions will be posted before they are filled, in accordance with Section 5.6, Positions.

Section 8.1 Wage Rates

Wage rates shall be as shown in Appendix B, based on the job grade identified as corresponding to the job title in Appendix A. No current employee shall suffer a loss of pay as a result of placement on the wage scale. Placement of existing bargaining unit members shall be determined by the employee's corresponding job grade (Appendix A) in the step closest to a 4.5% increase to base wages, rounding up.

Newly hired employees shall be placed on the appropriate job grade scale for their position, as shown in Appendix C.

Bargaining unit employees shall advance one horizontal step on the scale each [effective date of Agreement].

All language uplift, bonus, and AAHIVM uplift procedure for Nurse Practitioners, Physician Assistants, Psychiatric Nurse Practitioners, Dental Hygienists, Behavioral Health providers – no terminal license, Behavioral Health providers – with terminal license, Certified Alcohol and Drug Counselors and Psychologists which exist prior to ratification will remain in effect.

The Employer and Union shall establish a joint committee with an equal number of representatives to establish a recommended wage schedule to be implemented on the second anniversary of ratification. The committee will consider internal equity, tenure in the position, outside experience, and independent market data from Payfactor, NACHC and IPHCA, among other factors, in developing the schedule. The committee is to complete its work no later than March 2025. The recommended wage schedule requires ratification by both the Union and Employer.

Section 8.2 Wage Increase

Effective on the ratification date of this contract, all employees will receive a minimum 4.5% increase to base wage, but in no case shall any employee earn less than \$19.23 per hour.

Effective on the first anniversary date of ratification, all bargaining unit employees will receive a total 3.25% increase to their base wage, consisting of a 2.25% wage increase and horizontal step movement of 1% as shown in Appendix B.

Section 8.3 Ratification Bonus

Bargaining unit employees will receive a one-time bonus in the gross amount of \$1,300 payable within thirty days following ratification.

Section 8.5 Evening Shift Differential

All hours worked by non-exempt patient-facing employees between 6:00 pm and 6:00 am Monday through Friday and until 6 am Saturday shall be paid at a differential of two dollars and twenty-five cents (\$2.25) per hour.

No employee is eligible to receive both evening and weekend differential.

Section 8.6 Weekend Differential

All hours worked by non-exempt patient-facing employees on a weekend (defined as any hours falling between 6:00 am Saturday and 6:00 am Monday) shall be paid at a differential of two dollars (\$2.00) per hour.

Section 8.7 Bilingual Differential

Employees who use a language other than English regularly for purposes of their employment and at the request and direction of the Employer shall receive an additional one dollar and nine cents (\$1.09) per hour.

Nurse Practitioners, Physician Assistants, Advance Practice Nurses, and Behavioral Health providers who use a language other than English regularly for purposes of their employment and at the request and direction of the Employer shall receive a wage differential or salary uplift to their base salary as indicated in Appendix B.

Section 8.8 Float Differential

The employer has the authority to create and fill Float worker positions which will be designated with "Float" in the job title. Float workers shall be compensated at the same scale as all other bargaining unit employees except that Float workers shall receive an hourly differential of one dollar and fifty cents (\$1.50) per hour while working as a designated "Float" employee.

Employees who agree to float to another location upon request of management will receive an hourly differential of one dollar and fifty cents (\$1.50) per hour.

Section 8.9 Overtime

All hours worked beyond forty hours in a week shall be paid at time and one-half. If a non-exempt employee who is scheduled to work an 8-hour day works more than 10 hours in that day, they will receive overtime pay for all hours worked in excess of 8 hours on that day.

Section 8.10 Preceptor/Training Duty and Pay

Preceptor/training duty means providing on-duty instruction and orientations as defined in Section 6.2 Onboarding and Training and 6.3 Department Specific Training. Preceptor/training

duty is voluntary and assigned by the employer in a written plan including the specific goals and a schedule outlining the hours of precepting/training. Bargaining unit members who are assigned preceptor/training duties outside of their job description will receive a differential of two dollars (\$2.00) per hour while working as a preceptor/trainer as assigned by the Employer. Lead workers will not be eligible for preceptor/training pay.

The Employer will establish a preceptor policy and plan that will govern preceptor program. No employee will be expected to precept without having received preceptor training.

Section 9.1 Observed Holidays

Howard Brown Health – All Clinic locations, Broadway Youth Center and Administrative Offices observe the following paid holidays each year:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Juneteenth
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day

When these holidays fall on a weekend, employees will be notified of the date of the observance.

Eligible exempt employees who are required to work on a scheduled holiday are entitled to equivalent paid time off at the supervisor's discretion. Equivalent time off is not to be used past the following pay period. This equivalent paid time off does not count against any Vacation or Personal Leave benefits. Non- exempt employees who are required to work on the observed date of a scheduled holiday will be paid time and one-half for hours worked and those hours will accrue towards overtime eligibility.

Due to the nature of retail operations, the Brown Elephant Resale Stores observe the following paid holidays each year:

1. New Year's Day
2. Easter Sunday
3. Memorial Day
4. Juneteenth
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Eve
9. Christmas Day

Non- exempt employees who are required to work on the observed date of a scheduled holiday will be paid time and one-half for hours worked.

In addition to the above holidays, Brown Elephant employees may take advantage of one additional floating day of personal time every year. Employees must coordinate with their supervisor to schedule this date and timecard entry accordingly.

Employees calling in absent the scheduled shift prior to or the scheduled shift after a holiday are considered ineligible for and will not receive holiday pay. Employees who have scheduled an absence beforehand (using Vacation, Personal, or Sick Leave hours or taking time off without pay) the day before or the day after a paid holiday are eligible to receive holiday pay.

Regular full-time and regular part-time employees (20-29 hours per week) are eligible for holiday pay.

Section 9.2 Vacation, Personal and Sick Leave Benefits

Compensated time-off benefits at Howard Brown Health are divided into three categories: vacation, personal, and sick leave. Employees are responsible for managing their own vacation, personal, and sick leave to allow for adequate reserves if there is a need to cover illness, disability, appointments, emergencies, or other needs that require time off from work.

All paid time off must be requested, approved and recorded in the personnel portal timekeeping system.

Eligibility

- Regular employees scheduled to work between 30 or more hours per week are eligible to accrue compensated time off benefits at the full-time rate.
- Regular employees scheduled to work between 20 and 29 hours per week are eligible to accrue compensated time off benefits at their pro-rated FTE status of the full-time rate.
- Part-time employees scheduled to work fewer than 20 hours per week are not eligible for vacation and personal time-off benefits but may be eligible for sick pay.

9.3 Vacation Accrual

Full Time - 75%-100% FTE (30 to 40 hours per week)

Length of Service	Hours Per Year	Hours Earned Per Bi-weekly Pay Period
Through year 4	120	4.62
Beginning year 5	160	6.15
Beginning year 10	200	7.69

For regular part-time employees, accrual shall be based on the full-time accrual rate multiplied by the employee's designated FTE status.

Vacation leave begins to accrue upon hire. Employees may begin taking vacation leave after accruing the appropriate number of hours for the requested date(s). New hires won't receive their accrual of vacation time until after the first payroll processes.

The maximum vacation time that an employee is allowed to accrue in their bank is:

Employee status	Maximum Vacation Time Banked:
Full time	40 hours more than annual accrual rate
Regular Part time	20 hours more than annual accrual rate

For example, if a full-time employee's vacation accrual rate is 120 hours annually, the maximum amount of vacation time that can be in the employee's vacation bank at any point in time is 160 hours (120 hours plus 40 hours).

Vacation does not accrue during FMLA, an authorized leave of absence, paid or unpaid. An employee on vacation who suffers an illness or accident that requires a minimum of three days hospitalization may request an exchange of accrued sick leave pay for vacation leave to begin the first day of hospitalization. Employees vest in vacation days, meaning that unused accrued vacation days are paid out on the payroll following the final payroll for hours worked upon termination of employment for any reason, voluntary or involuntary.

Vacation requests are governed by Section 5.3 of this Agreement.

Section 9.4 Personal Leave

Only regular employees are entitled to personal days. Regular full-time employees receive an allotment of six (6) days (48 hours) per year. Regular part-time employees who work between 20 and 29 hours per week will accrue personal time at their full-time rate multiplied by their designated FTE percentage.

Part-time employees who work less than 20 hours per week are not eligible for personal days.

All personal leave is subject to written supervisory approval and awarded on a calendar year basis. Personal days must be taken within the calendar year and cannot be carried over to the following year.

Personal Days are awarded to new hires on a pro-rated basis for the remainder of the calendar year. Employees do not vest in personal days, meaning that unused accrued personal days are not paid out upon termination of employment for any reason, voluntary or involuntary. New hires will not receive their allotment of personal time until their first payroll processes.

For reasons of absence from work, personal leave hours and vacation hours are used interchangeably.

Section 9.5 Sick Leave

Sick leave is based on a calendar year with accruals beginning on an employee's first day of work. New hires will also receive 1 sick day upon their first day of work.

For Regular Full-Time employees (30 hours or more/week), sick leave benefits accrue at the rate of one day (8 hours) per month starting on the date of employment. For Regular Part-Time employees (20-29 hours/week), sick leave benefits accrue at their pro-rated FTE status of the full-time rate, starting on the date of employment. For part-time employees (fewer than 20 hours/week), benefits accrue 1 hour for every 40 hours worked up to a maximum of 40 hours.

Eligible employees accumulate sick leave benefits, carrying over from year to year, to a maximum of 60 working days (480 hours), at which time accruals stop until part or all of the available hours are used. Employees do not vest in sick leave benefits; that is, at the time of termination, no payment is made for accumulated sick leave.

Sick leave benefits are to be used to support the wellbeing of employees such as recovering from illness, caring for mental health needs, receiving medical care, care or time needed as a survivor of domestic or sexual violence, business or school closures due to a government order or public health emergency, and/or supporting a family member experiencing any of the previously mentioned conditions or situations.

Managers will err on the side of supporting employee requests to utilize sick time. Excessive requests should be managed through the Attendance Policy.

For purposes of this section, family member means an employee's child, legal guardian or ward, spouse under the laws of any state, domestic partner, parent, spouse or domestic partner's parent, sibling, grandparent, grandchild, or any other individual related by blood or whose close association with the employee is the equivalent of a family relationship. A child includes not only a biological relationship, but also a relationship resulting from an adoption, step-relationship, and/or foster care relationship, or a child to whom the employee stands in loco parentis. A parent includes a biological, foster, stepparent or adoptive parent or legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.

To the extent possible, sick leave should be scheduled a week in advance. In the event of illness or emergency that prevents an employee from requesting sick leave in advance, the employee must notify their supervisor no later than the start of the shift or in accordance with the notification process of the employee's department and explain the need for unscheduled time off. In the event that illness or injury (either to employee or caring for a family member) prevents employee from reporting to work for periods exceeding one (1) day, employee must contact their supervisor each subsequent day no later than the start of the shift or in accordance with the notification process of the employee's department. Employees out for more than three consecutive days must submit a note signed by a licensed health care provider to Human Resources the same day of their return to work. Only one note may be required by the Employer per incident unless the time off taken by the employee exceeds the time off designated by the medical provider. Those employees who do not adhere to these guidelines or

who are directed to report to work and fail to do so will not be paid and may be subject to corrective action according to Howard Brown Health policy.

New hires will not receive their first accrual of sick time until after their first payroll processes, except for the bank of one day that employees start with.

Fraud or abuse of sick leave is a serious offense and subject to progressive discipline.

Section 9.18 Paid Leave for Gender-Affirming Care

Bargaining unit members who have been employed for one year shall become eligible for up to two weeks paid leave annually for gender affirming surgeries. Employees requesting such leave will follow the same process for requesting leave as used for requesting FMLA leave.

Section 9.20 Health Insurance

The Employer shall provide full-time employees and regular part-time employees membership in at least two types of health insurance plans, including a PPO-type insurance plan, on the same terms as is offered to other HBH employees.

1. Employees become eligible to participate on the first of the month following 30 days of employment.
2. The Employee shall pay the following percentage of premiums for HMO insurance elections. Dependent coverage includes domestic partners irrespective of their sexual orientation provided the employee completes documentation required by the insurer.

For single coverage, the percentages below represent the employee’s portion of the premium. For employee plus one or family coverage, employees shall pay the below percentages of the difference in cost between single coverage and the additional coverage:

Pay rate	Full-time Employees		Regular Part-time Employees	
	Single	Employee plus Spouse or Family	Single	Employee plus Spouse or Family
Salary Less than \$58,500	4%	17%	8%	24%
Salary From \$58,501-\$99,999.99	7.5%	23%	20%	34%
Salary \$100,000 and higher	10%	29%	36%	40%

3. For health insurance products other than the HMO offering, the employee contribution will be the total premium less the dollar amount of the employer contribution for the HMO product as listed above.
4. If an employee crosses the threshold of the payrate that determines the contribution level within a given year, the employees’ share of the contribution will not increase until the next enrollment period.

5. Representatives of the Union and senior management shall meet annually prior to open enrollment to review insurance costs, employer contributions, and cost saving measures needed to achieve a shared goal of affordable, quality employee healthcare coverage.
6. The Employer will offer a supplemental virtual behavioral health plan at no cost to the employee. In establishing the plan, the Employer will provide the Union with plan options, and final vendor selection will be made jointly with the Employer and Union.

Section 10.2 Protection Against Hate Crimes

(a) In light of the current political and social climate around trans identity and gender affirming care, particularly for minors, the Employer shall provide the following resources for gender affirming service providers (i.e. any employee engaging in patient-facing or external-facing services that contribute to gender affirming care) and any employee who has a known safety threat directed at them:

- An optional subscription to a paid service that assists licensed gender affirming service providers in minimizing their online presence, or a subscription to an equivalent service for minimizing one's online presence.
- An EAP and/or therapy program, free to all employees, that has no cap on available sessions.
- An employee who is the victim of a hate crime as defined by the Department of Justice shall receive two days of paid leave.

(b) The Employer shall either implement, or in cases where existing rules or protocols already exist, revise the following:

- A safety assessment of all of the Employer's facilities where trans employees or employees who provide trans care or gender affirming care work.
- A plan for the Employer's IT department to boost surveillance of materials surrounding the Employer's gender affirming care programs online. If the Employer is not able to maintain surveillance through an internal team, they will contract with an external IT provider that specializes in online and social media monitoring.
- An active plan for how the Employer will engage with media requests, inquiries, and coverage of gender affirming care involving the Employer or individual programs and employees.

Section 11.4 Layoffs

The employer agrees to give the union 45 days notices of expiration of a grant or shortfall in projected fundraising or other revenue that could result in a reduction in force of bargaining unit employees, provided that the employer has notice of such expiration or shortfall at least 45 days in advance.

The Employer will give at least 45 days' notice to the union of any decision to layoff bargaining unit employees. During the 45 days, the Employer will meet with the Union to discuss relevant facts and circumstances regarding the layoff prior to implementation of a layoff. If the layoff is for economic reasons, the Employer will allow inspection of its books and financial records and will

agree to allow a Union consultant to review the information under the terms of a confidentiality agreement.

The Employer will not use temporary or contract workers to perform the work of employees who are being laid off, provided that the employees accept the shifts/locations of work that would otherwise be performed by the temporary or contract workers.

Any layoffs will be in reverse order of seniority by classification.

Employees who are laid off will receive a minimum of 4 weeks of severance pay plus one additional week for each completed year of service up to a maximum of an additional 4 weeks and will receive insurance through the end of the month after which severance ends unless the employee becomes covered by another insurance plan.

Section 12.1 Discipline

The Employer agrees to the principle of positive and progressive discipline. The Employer shall not discipline any employee for other than just cause. The Employer will normally follow these steps in applying progressive discipline:

Informal Counseling

1. Verbal Warning
2. Written Warning
3. Final Written Warning
4. 1 Day Suspension
5. Termination

Respectful patient/client advocacy or respectful professional disagreements shall not serve as the basis for discipline. For purposes of this Section, whether communication is respectful shall be based on objective factors (including but not limited to (1) the context of the words spoken; (2) the context of the conversation; and/or (3) whether the speaking tone or voice was at a normal level), not on the subjective perception of one individual. Managers will abide by the same standards of objective respectfulness as bargaining unit members.

All discipline will be issued within twenty-one (21) days of the occurrence giving rise to the discipline or from the time the Employer should reasonably have been aware of the occurrence, whichever is later. Discipline will not serve as the basis for more severe discipline under progressive discipline as of 6 months from the date of issuance for verbal and non-final written warnings and from 12 months from the date of issuance for all other discipline, however, the discipline will remain a part of the employee's file and work history, and its admissibility in grievance and arbitration is for the arbitrator to decide.

All discipline as described above will be documented, with notice to the employee. Informal counselings are not subject to grievance and arbitration, but the employee shall have the opportunity to submit a written response to any informal counseling, which shall be retained in the employee's file as long as the counseling is present in the employee's file.

Discipline issued prior to the effective date of this Agreement: 1) may be utilized by the Employer to show a pattern of conduct; and 2) may be grieved by the employee or Union if it is

relied on by the Employer in subsequent discipline or to deny an employee any benefit under this Agreement.

Performance improvement plans (PIP) are not discipline but instead set expectations for performance improvement. However, failure to meet the terms of a PIP could cause an employee who is on a written warning to go to a final written warning and could cause an employee who is on a final written warning to be terminated, subject to the just cause standard.

Section 16.4 Term of Agreement

This Agreement is effective from [date of ratification] until [two years from date of ratification] and will continue in full force and effect from year to year thereafter unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other at least 90 days prior to the expiration of the Agreement or any automatic extension of the Agreement.