

AGREEMENT

BETWEEN

PLANNED PARENTHOOD OF WESTERN NEW YORK, INC.

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

July 1, 2009 - June 30, 2012

(MEDICAL CLERKS)

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THIS AGREEMENT, made and entered into this 1st day of July, 2009, by and between **PLANNED PARENTHOOD OF WESTERN NEW YORK, INC.**, hereinafter referred to as the "Employer" or "Agency", and the **COMMUNICATIONS WORKERS OF AMERICA, INC.**, hereinafter referred to as the "Union".

I. UNION - EMPLOYER MATTERS

Article 1 - Management Rights

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Agency prior to the signing of this Agreement are retained by it. It is expressly recognized merely by way of illustration and not by way of limitation that such authority, rights and responsibilities include, but are not limited to, the right to determine the mission, purposes, objectives and policies of the Agency; to determine facilities, methods, means and number of personnel for the conduct of the Agency's programs and operations; to direct and supervise all aspects of professional care and treatment; to select, recruit, hire, train, retain, promote, assign or transfer employees; to direct, deploy and utilize the work force; to establish work schedules, including the work week and the work day; to establish specifications for each class of positions and allocate or re-allocate or abolish new or existing positions; to establish personnel rules; and to discharge or otherwise discipline employees for just cause.

Article 2 - No Strike/No Lockout

Section 1. The Union agrees that during the term of this Agreement, neither the Union nor its agents nor its members will authorize, instigate, aid, condone, honor or engage in any strikes, work stoppages, slow downs, picketing, secondary boycotts or other concerted activity of any kind which results in the cessation, interruption, interference, or curtailment of work for the Agency. The Employer agrees that during the same period there shall be no lockouts.

Section 2. The Union shall immediately use its best efforts to terminate a violation of Section 1 above, and in doing so will post notices in conspicuous places where employees of the Agency are likely to see them which direct employees to terminate the violation.

Article 3 - Recognition

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of the employees of the agency who are members of the collective bargaining unit.

INCLUSIONS: All full-time, regular part-time and part-time Medical Clerks employed at all of the Employer's Niagara County facilities.

EXCLUSIONS: All per diem, other employees, managers, supervisors and guards as defined in the National Labor Relations Act.

Article 4 - Union Security/Agency Shop

Section 1. All employees who are members of the Union on the effective date of this Agreement and all employees who wish to join the Union and do so after the effective date of the Agreement shall, as a condition of employment, remain members of the Union for the term of this Agreement; provided, however, that such persons may choose to discontinue such Union membership without penalty at any time during a period commencing ten (10) days before the expiration date of the contract and ending with the actual termination of this Agreement or any extension thereof. The Employer will be given a current list of Union members on request but not more than one time per year.

Section 2. Employees who have not joined and do not wish to join the Union must, after they have completed thirty (30) calendar days of continued employment or on the execution date of this Agreement, if on that date they have been employed for thirty (30) calendar days, pay to the Union an Agency shop fee and no other charges as a contribution toward the administration of this Agreement. Employees who choose not to join the Union may authorize the deduction of an amount equivalent to monthly dues on a form which is the same as that shown in this Agreement except it will substitute the words "an amount equivalent to monthly dues" for the words "the monthly dues and one initiation fee" in such authorization.

Article 5 - Payroll Deduction of Union Dues

The Employer agrees to make payroll deductions of Union dues and initiation fees or the equivalent of monthly dues when authorized to do so by the employee on a form set forth as follows in an amount as certified to the Employer by the Secretary/Treasurer of the Union and to pay over to the Secretary/Treasurer of the Union any amounts so deducted.

MEMBER CHECKOFF FORM
PAYROLL DEDUCTION AUTHORIZATION

NAME _____ JOB TITLE _____
(Print) Last First MI

The undersigned hereby authorizes Planned Parenthood of Western New York, Inc. to deduct from my wages:

CHECK EITHER:

___ MEMBER The monthly dues and one initiation fee as certified to the Employer from time to time by the Secretary/Treasurer of the Communications Workers of America, and remit same to the Secretary/Treasurer of the Communications Workers of America as his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary/Treasurer of the Union, or

___ AGENCY FEE PAYER A service charge equal to the monthly dues as certified to the Employer from time to time by the Secretary/Treasurer of the Communications Workers of America, and remit same to the Secretary/Treasurer of the Communications Workers of America as his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary/Treasurer of the Union.

Union membership dues and agency fees are not deductible as charitable contributions for federal Income Tax purposes.

Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Resident Address	Signature of Employee
City or Town	State
Social Security # _____	Zip Code
Date Received by Employer _____	Date of Birth _____
Date Hired _____	Date Effective _____
	Date Entered the Bargaining Unit _____

Article 6 - COPE Deductions

Section 1. The Employer agrees that upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year from such employee's wages the amount indicated by the employee on the COPE deduction form, and forward the full amount thus deducted to the Local. The request may be revoked by the employee at any time upon their written request to the Employer.

Section 2. The Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

Article 7 - Right of Employees to Union Representation

Any employee covered by this contract is entitled, upon request, to have union representation at any meeting with representatives of the Employer when the employee reasonably believes that discipline may result or when discipline is to take place. It is understood that this request may be made at any time before or during said meeting.

Article 8 - Access to Agency by Union Representatives

Accredited union officers and representatives not employed by the Employer will have reasonable access to the Agency's premises, during regular working hours, to confer with management and/or properly designated members of the bargaining unit for the purpose of investigating and processing grievances. Such access will require prior notification of not less than twenty-four (24) hours to the Chief Executive Officer or his/her designee. The Union agrees to furnish the Agency with names of persons with whom the designated officer or representative will confer, and of any changes in intentions or plans after initial notification.

Article 9 - Bulletin Board

The Employer will designate a bulletin board for use by the Union. The Union will only post informational materials appropriate for public review which will not adversely affect the work or purpose of the Agency.

II. PERSONNEL MATTERS

Article 10 - Probationary Period

All new employees to the Agency shall be probationary for a period of three (3) months following their initial date of hire. An employee's probationary period will be automatically extended for the period of any excused or unexcused absences occurring during the period. A report officially concluding the period of probation will be prepared by the employee's supervisor and retained in the employee's personnel file. During the probationary period, the employer may terminate the individual's employment for any reason. Such action shall not be subject to the grievance and arbitration procedure.

Article 11 - Job Descriptions

Section 1. Should the Employer decide to change existing job descriptions, the Employer will give written notice of such action to the Union fifteen (15) calendar days prior to its proposed implementation. The Union will have seven (7) days to submit written input, if any, to the Agency regarding the changes in the job description and may request a meeting to discuss it.

Section 2. Any change in a job description will result in a copy of the change being distributed to and reviewed with all affected employees.

Article 12 - Vacancies

When a position in the bargaining unit is vacant and the Agency determines that it is desirable to staff such position:

- a.) the position will be posted in a prominent place at all sites for five (5) business days. All job postings shall include the position, category and qualifications for hiring into that position.
- b.) Any employee may apply, in writing, for the posted position.
- c.) Following the posting period, the Agency may seek candidates from any available source.
- d.) The Agency will select the candidate which it determines is most qualified for the position and will consider the following:
 - 1.) Level and type of education applicable to and appropriate for the duties of the position;
 - 2.) Training or experience appropriate to the duties of the position;

- 3.) Documented performance;
- 4.) Ability to perform all the duties of the position; and
- 5.) Short and long range objectives for development of department.

(e) If two or more candidates are relatively equally qualified for the position, seniority shall be the determining factor.

Article 13 - Seniority, Layoff, Recall and
Reallocation of Personnel

Section 1. Seniority shall mean the length of unbroken service of an employee covered by this Agreement beginning with the employee's most recent date of hire by the Employer.

Section 2. Seniority shall be lost and an employee shall be terminated when they:

- a.) resign or quit;
- b.) are discharged for just cause;
- c.) retire with or without qualifying for benefits under the employer's retirement plan or social security;
- d.) fail to report to work after notification of a recall from layoff to the employee's category of employment pursuant to Section 8;
- e.) are not engaged in active service to the Agency within one (1) year after layoff.

Section 3. In the event it is necessary to layoff employees covered by this Agreement or to eliminate a filled position covered by this Agreement, such layoffs or eliminations will be done by subjecting the least senior employee or employees in the category of employment to be affected. The Employer will give affected employees and the Union at least two (2) weeks' notice of the effective date of the layoff. All temporary employees shall be terminated prior to any regular employee being subject to layoff.

Section 4. When an employee with seniority is subject to layoff or has their position eliminated under Section 3 above, the employee shall be placed in a position in the bargaining unit in the following sequence: An employee who reaches step (c) below may elect to choose layoff.

- a.) They shall be assigned to a vacant position within their category of employment. If no such vacancy exists, they may choose any other vacancy.
- b.) They shall bump the least senior person in their category of employment.
- c.) They may bump a less senior person in any category of employment.

Section 5. In the event it is necessary to reallocate personnel in the bargaining unit to different Agency work sites, the following procedure shall be followed:

- a.) Voluntary - The Agency shall seek volunteers to accommodate the necessary reallocation by posting a notice at all Agency work sites for a period of ten (10) days. Employees shall apply in writing for the posted position. If two (2) or more employees apply, the Agency shall select an individual considering seniority, documented performance, and objectives for site development.
- b.) Involuntary - If no one volunteers to accommodate the reallocation, the individual with the least seniority in the category of employment shall be selected.

If the least senior person in the category is on probation, the least senior non-probationary employee in the category may be temporarily selected in the discretion of the Agency until such time as the least senior employee completes probation. In such instances, upon completion of probation, the least senior employee shall accommodate the reallocation.

Section 6. Employees shall be recalled from layoff in reverse order of seniority within twelve (12) months of a layoff.

Section 7. When questions regarding qualifications and ability to perform work arise, the burden of proof shall rest with the Union.

Section 8. Recalls from layoff will be by certified mail to the employee's last known address and will give the employee a minimum of fourteen (14) calendar days to report for work after such notification. The recalled employee will have three (3) calendar days from receipt of such certified letter to respond to the agency or employee forfeits all rights under this article.

Article 14 - Reinstatement

An employee who was employed by the Agency in either a full, regular part-time, or part-time position for an uninterrupted period of at least twelve (12) months whose employment with the Agency terminates for reasons other than those constituting just cause and is rehired to the identical position within eighteen (18) months from the date of termination of service shall have their probationary period waived; and, after completing twelve (12) months of continuous service, shall be deemed to have their original date of hire, adjusted for the period of actual separation from employment, for seniority purposes in calculating entitlement to wages, benefits and all the other provisions for which seniority is used under this Agreement.

Article 15 - Personnel Records

Section 1. It is understood that the contents of employee personnel files may be made available for inspection to duly authorized agencies or as may be required by law.

Section 2. Upon written request, an employee may inspect the contents of his/her personnel file, with the exception of designated letters of reference, in the presence of the immediate supervisor and, if requested by the employee, a union representative may be present during such inspection.

Section 3. An employee may, at any time, enter a statement or other appropriate materials into his/her personnel file. Any such statement or materials must be first reviewed and initialed and dated by the employee and the immediate supervisor and Chief Executive Officer. No materials may be removed from a personnel file unless mutually agreed to by the employee, the employee's immediate supervisor, and the Chief Executive Officer or designee. An employee may be provided with a copy of any document contained in his or her personnel file, upon written request and payment of a reasonable copying fee.

Article 16 - Evaluations

Section 1. A written evaluation of every employee's performance based on his/her job description and other job related issues will be completed:

- (a) at the close of the probation period; and
- (b) annually.

Section 2. Each employee will be given the opportunity to provide both verbal and written feedback to his/her supervisor and to have that feedback on the evaluation entered permanently in their personnel record.

III. COMPENSATION AND HOURS OF WORK

Article 17 - Hours of Work and Overtime

Section 1. The work week for all employees covered by this Agreement will begin at 8:00 a.m. on Sunday of each week and end the following Sunday at 7:59 a.m. The normal work week for full-time employees will consist of thirty-seven and one-half (37½) hours of work.

Section 2. If the Agency is planning to change the starting and ending times in any department for longer than a two (2) week period, the Employer will submit to the Union, in writing, the suggested change at least thirty (30) calendar days prior to its proposed implementation. The Union will have ten (10) days to submit written input, if any, with respect to the proposed change and may request a meeting to discuss such change prior to the date of implementation.

Section 3. Work schedules and geographic location of work assignments must be posted at least two (2) weeks in advance of the time the employee is expected to work. Work schedules

may not be changed without the consent of the employee and responsible supervisor. Geographic location of work assignments may be temporarily changed, as necessary, by the responsible supervisor. Notice of any changes will be given promptly to the employee.

Section 4. Employees who work a six (6) hour or longer shift shall be provided with a thirty (30) minute unpaid meal break. Employees will be paid for missed lunch breaks.

Section 5. If patient needs and staffing considerations permit, each employee working a seven and one-half (7½) hour shift will be assigned up to a maximum thirty (30) minutes of rest time with pay. If patient needs and staffing considerations permit, the employee may be permitted to use part or all of their paid rest period by adding it to their unpaid meal break. Each employee working a 4.0 hour shift will be assigned a fifteen (15) minute rest period with pay near the mid-point of their shift. An additional ten (10) minute break may be assigned to an employee who works a shift of more than ten (10) hours.

Section 6. Employees shall be paid overtime at the rate of time and one-half of their basic hourly rate for actual hours worked in excess of forty (40) hours in a work week.

Section 7. Temporary and casual employees will not be utilized to do bargaining unit work which can be performed by qualified and available laid off employees or by taking reasonable steps to increase the number of hours worked by qualified and available regular part-time or part-time employees without incurring overtime.

Section 8. The Employer shall provide the Local Union with a list of all employees in the bargaining unit two weeks after this Agreement is signed and semi-annually thereafter during the term of this Agreement. The Employer will also provide notice of any changes in the unit including additions or deletions to the bargaining unit, terminations, a list of name and address changes, changes in an employee category and employees on disability leave of absence and social security numbers for new employees on a monthly basis and upon request by the union, the number of hours worked by each casual employee.

Section 9. Staff will be scheduled for weekend clinic work as follows.

- a.) Employees who volunteer to work a schedule that includes a particular weekend day or day(s).
- b.) When weekend work cannot be staffed as set forth in 9 a.), then weekend work will be equally distributed among employees in the applicable job title(s) in a rotating schedule.

Section 10. When an individual scheduled for weekend work does not work as scheduled, such work will be covered as follows:

- a.) The Agency will seek volunteers;
- b.) The Agency will rotate assignment of coverage starting by inverse order of seniority. If an employee volunteers for weekend work as set forth in (a), it shall

be credited to such employee so that such employee shall not receive the next weekend assignment under this subparagraph.

Article 18 - Category of Employees

Section 1. A regular full-time employee is defined as one who is regularly scheduled to work thirty-seven and one-half (37½) hours in a work week.

Section 2. A regular part-time employee is defined as one who is regularly scheduled to work less than thirty-seven and one-half (37 ½) hours but eighteen (18) hours or more in a work week.

Section 3. A part-time employee is defined as one who regularly works less than eighteen (18) hours but works some number of hours in a work week. To maintain this status, an employee must work a minimum of twenty-two (22) weeks in the first twenty-six (26) weeks of the year and then a minimum of twenty-two (22) weeks in the second twenty-six (26) weeks of the year.

Section 4. A temporary employee is an employee hired for a limited duration not exceeding six (6) months.

Section 5. A per-diem employee is defined as one who works from time to time to cover absences or short-term work overloads.

Article 19 - Wages

Section 1. All current employees shall be paid as set for on Appendix A

Section 2. All medical clerks shall be hired at \$11.00 per hour. All such employees hired prior to July 1, 2011 shall receive an additional \$.30 per hour effective July 1, 2011.

Section 3. The Employer may, during the term of this Agreement, create new jobs or combine or eliminate existing jobs. When new or combined jobs are created within the bargaining unit, the Employer will give notice of such action to the Union. The Union will have ten (10) days to request a meeting for the purpose of discussing the wage level assignment. The Agency will then assign the job(s) to one of the existing salary grades. The Agency's decision shall not be subject to the Grievance and Arbitration procedure.

Section 4. Weekend differential shall be \$.50 per hour.

Preceptor / training differential shall be \$.50 per hour when precepting or training.

Article 20 - Health Insurance

Section 1. The Employer will make available to all full-time and regular part-time employees, Univera Option A or Univera Option M insurance coverage with prescription drug coverage.

Section 2. Upon ratification, the Agency will contribute up to \$460.00 per month to the insurance plan selected by the employee. Effective July 1, 2010, the Agency will contribute up to \$470.00 per month to the insurance plan selected by the employee. Effective July 1, 2011, the Agency will contribute up to \$480.00 per month to the insurance plan selected by the employee.

Section 3. The Employer agrees to have all employee contributions for health insurance premiums deducted on a pre-tax basis unless otherwise specified by the employee.

Section 5. The plans described in this Article will be offered, provided they remain available. Should the insurance carrier modify the plan, a modified plan will be offered to employees, following notice to the Union and receipt of its input, if any, concerning any replacement plan to be offered.

Article 21 - Dental Insurance

The Agency will make available to all full-time and regular part-time employees CIGNA Dental coverage.

The cost of the coverage will be paid for by the employee. The Agency will deduct all employee contributions for dental coverage on a pre-tax basis unless otherwise specified by the employee.

Article 22 - Retirement Plan

Section 1. All full-time and regular part-time staff may participate in the Agency's 403(b) plan in accordance with plan requirements and Agency policy. The Agency may change the Plan Administrator to provide employees with additional investment options for their monies. The Agency will notify the Union once a Plan Administrator has been selected. The Plan Administrator will provide employees with information concerning the available investment options.

Section 2. Participating employees will be required to contribute a minimum of \$200.00 annually to the plan through payroll deductions. This minimum contribution amount may be increased as necessary to ensure continuing qualification under federal laws.

Section 3. The Agency will contribute eighty cents (\$.80) for each employee dollar contributed up to a total amount of not less than four percent (4%) of each employee's gross annual wages.

Article 23 - Life Insurance

Section 1. The Agency will provide to all full-time and regular part-time employees, without cost to such employees, group life insurance in the amount of the individual's prior year's gross income from the Agency, rounded up to the nearest \$1,000.

Section 2. Without cost to the employee, the Employer will provide an accidental and dismemberment rider to the group life insurance.

The agency shall make available to all employees eligible for the group life insurance plan, and an optional Supplemental and Dependent Life Insurance plan. Employees will pay the full cost of any option they select.

- a.) Eligible employees may obtain additional life insurance on themselves or purchase life insurance coverage on their spouse, dependent children, domestic partner, or any combination of the above in accordance with the provisions of the policy and subject to the underwriting requirements established by the insurance company.
- b.) The employee, through payroll deduction, shall pay all supplemental life insurance premiums.
- c.) Upon termination, the employee has the right to convert such supplemental insurance to an individual subscribership, in accordance with the provisions of the policy and subject to the underwriting requirements established by the insurance company.
- d.) The Employer reserves the right to change carriers at any time subject to reasonable notice to the union provided such change does not result in a decrease in benefit.

Article 24 - Call-In Pay

Three and one-half (3½) hours pay or a minimum of three and one-half (3½) hours work shall be provided to employees who are called in to work on a day when the employee is not regularly scheduled to work provided the call-in takes place less than twenty-four (24) hours before the employee is requested to work.

Article 25 - Agency Discounts

Any medical service provided by the Agency will be made available to all employees and members of their immediate families (spouse, children under 25, if not insured) free of charge.

Any medications and supplies provided by the Agency will be made available to all employees and members of their immediate families (spouse, children under 25, if not insured) at cost.

Any lab work required of an employee by the Agency will be provided at no cost to the employee. Any other lab work will be charged to employees in accordance with standard Agency intake processes.

Article 26 - Severance Pay

Any employee who is terminated as a result of reorganization or retrenchment shall receive severance pay which shall be computed on the basis of one (1) weeks pay for each year of service, up to a maximum of eight (8) weeks pay. Payment for partial years of service shall be on a prorated basis, rounded to the nearest quarter year of service.

Article 27 - Domestic Partner

Section 1. A domestic partner will be defined as a person over age 18 who shares living quarters (for a minimum of twelve [12] months) with another unrelated adult in an exclusive, committed relationship in which the partners are responsible for each other's common welfare and are financially interdependent. To be eligible for the benefits outlined in this article, a domestic partner must be registered with the Human Resources Department on the form below.

A properly registered domestic partner will be entitled to benefits as outlined in Article 20, Health Insurance, if available through the health insurance plan and subject to all terms and requirements of the insurance plan and Article 25, Agency Discounts.

DOMESTIC PARTNER REGISTRATION FORM

NAME OF EMPLOYEE: _____

JOB TITLE: _____

ADDRESS: _____

TELEPHONE #: _____

NAME OF PARTNER: _____

The undersigned agree that we are domestic partners. The definition of domestic partner being defined as a person over age 18 who shares living quarters (for a minimum of twelve [12] months) with another unrelated adult in an exclusive, committed relationship in which the partners are responsible for each other's common welfare and are financially interdependent.

SIGNATURE OF EMPLOYEE: _____

Date: _____

SIGNATURE OF PARTNER: _____

Date: _____

IV. HOLIDAYS, PAID TIME OFF AND LEAVES

Article 28 - Holidays

Section 1. Full-time, regular part-time and part-time employees will receive the following eight (8) paid holidays:

New Year's Day

Martin Luther King's Birthday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Eve Day

Christmas Day

Section 2. Employees shall receive paid time off equal to the number of hours in the employee's regularly scheduled shift, when such shift falls upon an Agency holiday listed in Section 1. Full time and regular part-time employees will be paid the number of hours s outlined below:

<u>Average Hours / week</u>	<u>Proration</u>	<u>Hours of Paid Benefit Time / Benefit Day</u>
37.50	1.0	7.50
35.00	1.0	7.00
30.00	.8	6.00
22.50	.6	4.50
18.75	.5	3.75

Section 3. If any employee's regularly scheduled shift exceeds the pro-ration they receive (as outlined above), the employee may:

- a.) Supplement holiday pay with available Paid Time Off (PTO).
- b.) Request to be scheduled for additional hours of work during the week in which the holiday falls so that the employee's scheduled hours of work together with 7.5 hours of holiday pay will total their regularly scheduled hours for that week. Such requests must be submitted to the Clinic Manager three (3) weeks before the month in which the holiday falls.
- c.) Receive no pay for the difference between seven and one-half (7.5) hours and the employee's regularly scheduled shift on the designated holiday.

Section 4. The Agency will close at 5:00 p.m. on the day preceding Thanksgiving Day and New Year's Day. Holiday pay will be paid for lost wages in connection with such closing.

Section 5. When a holiday falls on a Saturday, the Agency will be closed on that day. When a holiday falls on a Sunday, the Agency shall close the following Monday.

Section 6. Employees must work their last scheduled work day immediately preceding and their first scheduled work day immediately after a holiday to be eligible for holiday pay, unless the Employee received approval in advance to use PTO on such day(s).

Article 29 - Paid Time Off

Section 1. All full-time and regular part-time employees are eligible for Paid Time Off (PTO) according to the following schedule.

Length of Service	Accrual Rate	Maximum Annual Accrual Hours	Maximum Accrual Days
Date of Hire to Completion of 1 st Year	.1000 X each hour paid	195 hours	26 days
Beginning of 2 nd Year to Completion of 2 nd Year	0.1038 X each hour paid	202.5 hours	27 days
Beginning of 3 rd Year to Completion of 3 rd Year	.1077 X each hour paid	210 hours	28 days
Beginning of 4 th Year to Completion of 5 th Year	.1308 X each hour paid	255 hours	34 days
Beginning of 6 th Year to Completion of 10 th Year	.1500 X each hour paid	292.5 hours	39 days
Beginning of 11 th Year to Completion of 15 th Year	.1538 X each hour paid	300 hours	40 days
Beginning of 16 th Year to Completion of 19 th Year	.1577 X each hour paid	307.5 hours	41 days
Beginning of 20 th Year to Completion of 25 th Year	.1615 X each hour paid	315 hours	42 days
Beginning of 26 th Year and following	.1692 X each hour paid	330 hours	44 days

Section 2. Each eligible employee will be assigned a PTO bank to accumulate hours to use for all paid time off. PTO will be earned at a rate based on years of service and hours worked per pay period.

Section 3. Each eligible employee will be assigned a long term sick (LTS) bank to accumulate hours to be used for long-term illness in accordance with sections 14. and 16. below.

Section 4. PTO is accrued on all hours worked up to seventy-five (75) hours in a pay period or for each hour paid. Employees are eligible for and may use PTO as it is earned once an employee has successfully completed six (6) months of employment. Except that, employees

may use PTO for incidents of illness after the completion of three (3) months of employment. Earned hours are those hours that are accrued and accumulated in the PTO bank. The PTO year begins on January 1 each calendar year and ends on December 31 of the calendar year.

Section 5. PTO balances will be listed on each employee pay stub or direct deposit statements.

Section 6. Request for individual PTO days must be submitted in writing to the employee's immediate supervisor with routine time requests.

Section 7. Requests for vacation PTO must be submitted in writing by each employee a minimum of four (4) full work weeks in advance. However, a deadline date of April 1 shall apply for vacation PTO requests for the period of time between June 1 and September 15 in a given calendar year. Other deadline dates, for other times of the year may be established by the Agency to allow for planning of adequate staffing levels. If a deadline date is established, all employees covered by this Agreement shall have reasonable advance notice of what the deadline will be. Vacation PTO requests shall not be unreasonably denied. The four (4) week notice period or compliance with the established deadline may be waived by the Agency in its sole discretion. The Employer will reply indicating approval or denial within two (2) weeks of the established deadline date or of the request when the deadline date is not applicable. Failure of the Employer to reply within two (2) weeks indicates approval of the vacation PTO request.

Section 8. Employees will schedule one (1) week of vacation PTO per year in a week-long increment. Staff is encouraged however, to take all vacation PTO in one (1) week increment but are only required to take one (1) week-long increment per year.

Section 9. Up to three (3) shifts of PTO will be designated for personal reasons. PTO for personal emergencies will be granted with forty-eight (48) hours advance notice.

Section 10. When there is a conflict in vacation selection between two or more employees, the highest seniority date shall govern.

Section 11. If an approved holiday falls during an employee's paid time off, the employee will be paid holiday time rather than having to use PTO for the holiday.

Section 12. PTO may be used for health related appointments that cannot be scheduled at times other than during the work day or to care for ill family members as defined in the Family and Medical Leave Act. To use PTO to care for a domestic partner, a completed domestic partnership form must be on file with the Employer.

Section 13. Unscheduled absences must be reported at least two (2) hours prior to the start of the employee's shift.

Section 14. In the event an employee becomes eligible to receive New York State Disability Insurance Benefits or Workers' Compensation for the duration of their Agency sick leave, the employee shall apply for and collect such benefits. The Agency will reimburse the employee for the

difference between the insurance payment and the salary which they would otherwise receive. Employees will be assessed accumulated sick bank hours equal to the number of hours of pay reimbursed by the Agency pursuant to this Article. If an employee exhausts accumulated sick leave benefits and continues to collect New York State Disability Insurance Benefits or Workers' Compensation benefits, the employee may at his/her discretion continue to receive the difference between the insurance payment and the salary they would otherwise receive by applying other earned paid time off. In such a case, the employee's earned, paid time off benefits will be reduced by the number of hours of pay reimbursed by the Agency.

Section 15. At the close of the PTO year, employees may carryover up to the number of hours that is equivalent to two (2) weeks of the employee's regularly scheduled work week. This carryover time can be used at any time the following calendar year. It is understood that the first three (3) days of unused PTO will be placed in a long-term sick bank.

Section 16. Sick time accrued prior to the transition to PTO, that became effective January 1, 2004 for Niagara County employees and that will become effective July 1, 2009 for Erie County employees will remain in the employee's sick bank and can be used for extended illness. Such sick time is not a terminable benefit and will not be paid out at the time an employee resigns, retires or is terminated by the Employer.

Section 17. For Erie County employees, sick time balances as of June 30, 2009 will be placed in a long term sick bank, eligible for usage for extended illness and payable upon termination equal to one week regular work schedule.

Section 18. If an employee is sent home or is banned from working as a result of infection control such as, but not limited to instances which have been contracted at work such as pink eye, scabies, chicken pox, etc. the employee will be able to use accrued unused PTO or long term sick time.

Section 19. If an employee changes from regular part-time or full-time status to part-time status, benefit time no longer continues to accrue. Any balance of time that the employee has will be paid out upon the change to part-time.

Section 20. Employee's with part-time status who work less than ten hours per week will be granted time off. They may receive up to three (3) scheduled shifts per calendar year off. The time will be unpaid.

Article 30 - Bereavement Leave

Section 1. In the event of the death of a child, spouse, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren or domestic partner, full-time and regular part-time employees will be excused from work with pay for three (3) scheduled working days.

Additional time off with pay up to a maximum of five (5) total scheduled days off with pay may be granted at the discretion of the Chief Executive Officer.

Section 2. Full-time and regular part-time employees will be excused from work with pay for two (2) scheduled working days, one of which must be used to attend the funeral, in connection with the death of a brother-in-law, sister-in-law, or stepchild who does not reside in the employee's household.

Section 3. Pursuant to Sections 1 and 2, employees will be paid only for their scheduled hours of work.

Section 4. Proof of death, such as a copy of the obituary or the death certificate, may be requested.

Section 5. Employees entitled to bereavement leave under this Article shall be eligible for consideration for accrued unused PTO and unpaid leave of absence.

Article 31 - Emergency Closure

Section 1. If the Agency is forced to temporarily close or discontinue operations for weather related or other emergency reasons, all employees shall receive full pay for up to two (2) work days of a closing. Regular part-time and part-time employees shall be paid for the number of hours they were scheduled to work for up to two (2) such days of a closing.

Section 2. If an emergency closure affects one location only, the Agency reserves the right to assign staff of the closed location to another location for the period of the closure.

Section 3. For periods of closure in excess of two (2) full work days, full-time and regular part-time staff who cannot be assigned to another work location may apply accrued PTO to the closure period. If the closure period extends beyond one week, employees will be given the option of applying accrued PTO or collecting unemployment.

Article 32 - Jury Duty

Section 1. Employees called for jury duty will have the necessary time off. It is understood that when not serving as jurors, they will assume their regular duties. During the period of jury duty, and for a maximum two (2) week period for petit jury or thirty (30) day period for grand jury, an employee will receive the difference between compensation for such duty and their regular Agency salary, subject to official documentation of the number of days jury service was rendered.

Section 2. Employees who are required to appear in court, in cases related to their employment at Planned Parenthood, where the employee will appear in the Employer's defense, will have the necessary time off. Such employees will experience no loss of wages.

Article 33 - Union Representation

Section 1. The Union may designate two (2) representatives from the bargaining unit to carry out the legitimate business of the Union. Such time off shall be considered as time worked for the purpose of determining seniority and entitlement to wage increases.

Section 2. The designated employees may receive total combined time off with pay for the purpose of handling grievances arising under the contract up to a maximum of two (2) hours per week; provided, however, that the designated employees may receive total combined time off with pay in excess of two (2) hours per week for the purpose of actually meeting with management representatives of the Agency pursuant to Article 36, Grievance Procedure, preliminary to an arbitration hearing date, if such meeting(s) exceeds total combined time of two (2) hours in one (1) week.

Section 3. The steward shall be required to obtain approval from their immediate supervisor prior to leaving their work stations or otherwise using work time pursuant to Section 2. Where possible, the steward shall seek such approval at least twenty-four (24) hours in advance. Such approval shall not be unreasonably denied, but will be subject to reasonable staffing considerations. The steward shall report back to their work station and supervisors promptly after completion of Union business.

Section 4. Any other time off for legitimate Union business granted pursuant to this Article will be without pay and the request must be reduced to writing on a form supplied by the Agency and submitted to the employee's supervisor fourteen (14) days prior to the requested leave. Such requests will not be unreasonably denied. The Agency will not be required to grant a total of more than six (6) regularly scheduled work days off in any one (1) contract year, exclusive of the hours noted in Section 2 of this Article.

Article 34 - Leave of Absence

Section 1. An employee may receive an unpaid leave of absence for reasons such as the following:

- a.) Following completion of probation, up to six (6) months for personal illness;
- b.) Following completion of one (1) year of continuous service, up to three (3) months for:
 - 1.) Serious illness in the employee's immediate family, which includes spouse, children, parents or a person who lived in the same household as the employee for a minimum twelve (12) month period prior to the commencement of the leave;

- 2.) Maternity leave following the cessation of statutory benefits for the mother's pregnancy related disability or paternity leave, immediately following the birth of a child;
 - 3.) Maternity or paternity leave, following the placement in the employee's home of an adopted child under five (5) years of age; and
- c.) Following completion of one (1) year of continuous service, up to six (6) months for educational purposes provided:
- 1.) The education is directly applicable to the employee's current position or another Agency position; and
 - 2.) The employee produces evidence of acceptance to the qualifying program.

Section 2. An employee's application for a leave of absence must be made to the Supervisor in writing on a form supplied by the Agency and must be approved by the Chief Executive Officer or designee. The request must include the beginning and ending dates of the leave being requested. When possible, the written request must be submitted four (4) weeks prior to the beginning of the proposed leave. When submission of the written request upon four (4) weeks notice is not possible, the written notice will be submitted as soon as it is possible to do so. Approval of the requested leave will not be unreasonably withheld, but may be subject to Agency staffing considerations.

Section 3. An employee may apply accrued unused Paid Time Off (PTO) to the approved leave period. An employee may not apply accrued unused Paid Time Off (PTO) to extend the approved leave of absence period.

Section 4. Employees on unpaid leave of absence shall not accrue benefits during the absence, except that the Agency will continue to pay its portion of the employee's health insurance premium if the individual was covered with health insurance prior to the commencement of the leave and the leave is covered by the Family and Medical Leave Act. No other benefits will accrue during a leave of absence for any other employees, nor will employees receive health insurance or any other benefits during any other leave of absence. However, employees will not lose benefits which accrued prior to the absence if they return upon expiration of the approved leave or if they provide the Agency with written notice of resignation at least four (4) weeks prior to the end of the approved leave period. The employee's date of hire for other purposes will not be affected by the granting of a leave of absence.

Section 5. The employee will be returned to the position held immediately prior to the leave of absence or to an equivalent position unless reasons independent of the leave of absence exist for terminating the individual's employment or position.

Article 35 - Military Leave

Leave of absence for the performance of duty within the United States Armed Forces, a reserve component thereof, or the National Guard shall be granted in accordance with applicable law.

V. GRIEVANCES

Article 36 - Grievance Procedure

Section 1. Except as may be otherwise provided in this Agreement, a grievance shall be defined as a claim by an employee, the Local Union, or the Agency that there has been a breach, misinterpretation, misapplication, or other non-compliance with a specific provision of this Agreement.

Section 2. All grievances shall be reduced to writing. The grievance shall clearly and concisely state all facts which constitute the basis for the grievance and shall specify any Article or Section of the Agreement which may be involved and each employee with respect to which a violation is claimed. The grievance form shall be dated, and if the grievance is initiated by an employee or the Local Union, signed by the Steward and at least one employee who claims a violation of this Agreement.

Section 3. Any time limit imposed upon the handling of grievances shall commence on the date of receipt. Any time limit so imposed shall be interpreted as calendar days. Time limits may be changed at any Step by mutual consent of the parties in writing. A grievance not answered within the specified or mutually extended time period may be appealed to the next Step of the grievance procedure. A grievance not submitted or advanced to the next Step in the procedure within the specified or mutually extended time period shall be deemed closed and no further recourse may be had.

Section 4. Employee and Local Union grievances shall be processed in the following manner:

Step One: Within fourteen (14) days after the event or events giving rise to the grievances or within fourteen (14) days after those events should have reasonably been known, it shall be presented in writing, as discussed in Section 2, to the employee's immediate supervisor or designee for discussion with the aggrieved employee and their Union Steward and/or designee. The discussion shall be held promptly after receipt of the grievance and within five (5) days. The immediate supervisor's written answer shall be made available to the Union Steward and Local Union President / designee within three (3) days after the Step One discussion.

Step Two: If no mutually acceptable conclusion is reached in Step One, the Local Union President or designee shall present the grievance in writing within seven (7)

days to the Agency's Chief Executive Officer or designee with an explanation of why the Step One answer is unsatisfactory. The matter shall be investigated and discussed by the Chief Executive Officer or designee, including such Agency representatives as are needed or appropriate, with the aggrieved employee and the designee(s) of the Union. This meeting shall take place within five (5) days of the request unless mutually waived. The Chief Executive Officer or designee shall render a decision in writing to the Local Union President or designee within seven (7) days of the Step Two discussion.

Step Three: If no mutually satisfactory conclusion is reached at the end of Step Two, the Union may give notice of its desire to arbitrate the grievance by sending a letter to the Federal Mediation and Conciliation Service within thirty (30) days after receipt of the Step Two answer, which:

- (a) Requests arbitration identifying the grievance and including whatever forms are required by the Mediation Service; and
- (b) Requests the Mediation Service to send to each party a list of seven (7) names of arbitrators.

Section 5. Agency grievances shall be processed in the following manner:

Step One: The written grievance shall be mailed to the Local Union fourteen (14) days after the event or events giving rise to the grievance. Within five (5) days, the matter shall be investigated and discussed by a designee of the Local Union, the Chief Executive Officer or designee, and such other persons as are needed or appropriate. The Local Union shall render a decision in writing to the Chief Executive Officer or designee within seven (7) days of the discussion.

Step Two: If no mutually satisfactory conclusion is reached at Step One, the Agency may request arbitration as set forth in Section 4, Step Three.

Section 6. No later than ten (10) days following receipt of the copy of the lists, a representative of each party shall alternately strike a name until one name is left. The determination of who strikes first may be made by a coin toss with the loser making the first strike. The remaining name shall be the arbitrator for that grievance. Each party may reject one panel of arbitrators and request one additional panel.

Section 7. The cost and the expense of the arbitrator and hearing room shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

Section 8. The arbitrator shall have no authority to alter, amend or change in any way the terms and conditions of this Agreement and shall confine his or her decision to a determination

of the facts and interpretation, administration of, and compliance with, the terms of this Agreement.

Section 9. The award of an arbitrator shall be final and binding on the Union, its members, the employee or employees involved and the Employer.

Section 10. If an arbitrator shall award back wages covering any period of an employee's separation from the Employer's payroll, the amount as awarded shall be less any unemployment compensation received or other compensation from any source, which the employee would not have received or earned had they not been suspended, discharged, or laid-off.

Section 11. If a grievant asserts that the interests of more than one employee are involved, the grievance may be introduced directly at Step Two of this procedure.

Section 12. A grievance alleging discharge without just cause or grievances concerning layoffs due to a reduction in the work force shall be reduced to writing within the earlier of seventy-two (72) hours after the Local Union's receipt of written notice of the discharge or notice of layoff or seventy-two (72) hours after the discharge or layoff became known to the Union and shall be submitted at Step Two of this procedure.

VI. MISCELLANEOUS

Article 37 - Reimbursement of Expenses

Section 1. Consistent with current practice, employees will be reimbursed for the following expenses incurred in the performance of routine duties;

- automobile expense; and
- tolls and parking.

Section 2. All expenses either paid in advance or to be reimbursed at a later date must be supported by receipts, or for automobile expense, a standard Agency automobile expense voucher.

Section 3. Reimbursement for additional expense arising out of an emergency situation will be at the Agency's discretion.

Section 4. All requests for reimbursement and supporting receipts must be submitted to the Agency no later than five (5) business days after the end of the month in which the expenses were incurred. Employees will be reimbursed three (3) weeks after submission of request.

Section 5. Automobile expense shall be reimbursed at the IRS approved mileage reimbursement rate under Section 1 above.

Article 38 - Termination of Employment

Section 1. An employee shall be paid for all unused, earned paid time off, included in either the PTO or long-term sick bank, upon

- a.) termination by the Employer;
- b.) lay-off; or
- c.) upon voluntary resignation with four (4) weeks notice of resignation by the employee to the Employer.

Section 2. An employee shall be paid fifty percent (50%) of all unused, earned paid time off with two (2) weeks notice of resignation by the employee to the Employer.

Article 39 - Bargaining Unit Work

It is understood and recognized that Agency supervisory and management personnel who are not included in the bargaining unit will not perform more than 18.75 hours of bargaining unit work in a week, except in cases of emergency, to cover absences occasioned by sickness or other leaves, and to provide adequate supervision and training.

Article 40 - Contracting Out Work

The Agency will not contract out work being performed by bargaining unit members if such contracting out causes, currently and directly, layoff from employment of bargaining unit members or a reduction in hours of bargaining unit members. When a bargaining unit vacancy occurs, such vacancy may not be permanently filled by contracting out.

Article 41 - Volunteers

Section 1. The Agency will not use volunteers to perform work being performed by bargaining unit members, other than work which has been customarily performed by volunteers, if the use of volunteers causes, currently and directly, layoff from employment of bargaining unit members or a reduction in hours of bargaining unit members. When a bargaining unit vacancy occurs, such vacancy may not be permanently filled by volunteers. Interns and student trainers are not considered volunteers and are exempt from the requirements of this article.

Section 2. Should the Employer choose to use volunteers more than referenced in Section 1 above; the Employer will schedule a meeting with the Union to discuss the number of volunteers to be used, the duties to be assigned and the duration of time the volunteer(s) will be used.

Section 3. The use of volunteers to be used to perform work other than work which has been customarily performed will be mutually agreed between the Employer and the Union.

Article 42 - Non-Discrimination

Neither the Employer nor the Union will discriminate against any employee because of such employee's race, color, religion, sex, age, national origin, disability, marital status or sexual preference. It is further understood that as the delegate agency of a Federal contractor, the agency is legally required to practice personnel policies that are in complete accord with all requirements of the Federal Equal Employment Opportunity laws and Executive Orders and is further required to carry out a policy of affirmative action.

Article 43 - Conflict with State or Federal Law

Nothing in this Agreement shall be construed to require either of the parties to act contrary to any State, Federal, or local law.

Any provision of this Agreement which may be or become in conflict with any Federal, State, or local law shall be deemed void and unenforceable. The parties will meet and renegotiate such provision. All other provisions shall remain in full force and effect.

Article 44 - Successorship

Section 1. This Agreement shall be binding upon the successors and assigns of the Agency.

Section 2. The Agency shall provide the Union with thirty (30) days advance notice of the opening of a new site where members of the bargaining unit will be employed.

Section 3. The Agency shall provide the Union with thirty (30) days advance notice of merger with or sale to a purchaser which provides health care services.

Article 45 - Duration

This Agreement shall be in effect as of July 1, 2009 and shall remain in full force and in effect until June 30, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than sixty (60) days prior to the termination date; this Agreement shall remain in full force and be in effect during the period of negotiations until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than sixty (60) days prior to the desired termination date, which shall not be before the termination date or any anniversary thereof as set forth in the preceding paragraph.

This Agreement is entered into this 1st day of July, 2009.

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

PLANNED PARENTHOOD OF
WESTERN NEW YORK, INC.

Debra M. Hayes, Staff Representative

Karen Nelson, Chief Executive Officer

Sharon A. Schultz, Vice-President
Nurses United, CWA Local 1168

Mary Kay Follendorf
Bargaining Committee Representative

Susan Jarrett
Bargaining Committee Representative

Memorandum of Understanding #1

Transition from Current Benefit Time System To Paid Time Off System Erie County Employees

Section 1. The Employer recognizes that employees earned benefit time in calendar year 2009 under a previous collective bargaining agreement and a system for accruing vacation, personal and sick time. In order to recognize all accrued, unused vacation and personal time earned, the Employer will, as of June 30, 2009 compile a listing of all benefit time earned and used for each individual employee as of June 30, 2009.

Section 2. The paid time off system for Erie County employees will be effective July 1, 2009.

Section 3. All personal and vacation balances will be placed in a transition bank for each employee. Unused time will remain in the transition bank for the employee to use before June 2012 (actual time off from work is subject to the approval of the employee's supervisor). This transition bank must be depleted by one – third (1/3) of the total transition bank by June 30, 2010, one - third (1/3) of remaining balance by June 30, 2011 and the remainder of the transition bank by June 30, 2012.

Section 4. When the employee terminates employment with Planned Parenthood of Western New York, for any reason, all hours remaining in the transition bank will be paid out in cash at the rate in effect at the time the payment is made with appropriate notice as outlined in "Termination" Sections 1 and 3.

Section 5. Accumulated sick leave time will be placed in the employee's LTS bank as described in "PTO", Section 17.

Section 6. A labor representative(s) will meet at least quarterly with management to verify PTO balances, review problems, and coordinate the transition.

Memorandum of Understanding #2
Guidelines for Mileage Reimbursement

Section 1. For the purpose of mileage reimbursement, all employees will be assigned a “home site” which is defined as the location where the employee is regularly assigned or scheduled to report to work.

Section 2. The Employer will reimburse employees for travel at the current IRS mileage rate when:

- a.) a schedule change requires the employee to report to work at a location other than their scheduled site, from the employee’s home site to their destination;
- b.) the employee is required to report to work for a meeting on a sixth day within a work week, from their home to the meeting site; and
- c.) for midday travel back and forth between sites for all miles traveled.

APPENDIX A

**PLANNED PARENTHOOD OF WESTERN NEW YORK, INC.
WAGE SCHEDULE**

Name	7/1/2009	7/1/2010	7/1/2011
K. Bailey-Salt	11.00	11.30	11.55
J. Huntington	11.30	11.60	12.70
D. White	11.30	11.60	12.70
M. K. Follendorf	12.25	12.55	12.93
J. Benten	12.25	12.55	12.93
J. Hurdiss	12.25	12.55	12.70
S. Lee	12.25	12.55	12.93
P. Payne	12.25	12.55	12.70
E. Travis	12.25	12.55	12.93
B. Gallman	11.95	12.10	12.25
S. Myree	12.39	12.55	12.70
C. Clark	12.63	12.78	12.93
C. Holzerland	12.63	12.78	12.93
A. O'Steen-Woods	13.10	13.25	13.40
S. Jarrett	13.10	13.25	13.40