

AGREEMENT

BETWEEN

PLANNED PARENTHOOD OF BUFFALO AND ERIE COUNTY, INC.

and

COMMUNICATIONS WORKERS OF AMERICA

July 1, 2005- June 30, 2009

(MEDICAL CLERKS)

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THIS AGREEMENT, made and entered into this 26th day of July, 2005, by and between **PLANNED PARENTHOOD OF BUFFALO AND ERIE COUNTY, INC.**, hereinafter referred to as the "Employer" or "Agency", and the **COMMUNICATIONS WORKERS OF AMERICA**, 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 but excluding those exempted by the National Labor Relations Board in Case 3-RC-10006:

INCLUSIONS: All full-time and regular part-time Medical Clerks employed at the Employer's Buffalo and West Seneca facilities.

EXCLUSIONS: All other employees, managers, all supervisors and guards as defined in the 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 Buffalo and Erie County, 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

Zip Code

Social Security # _____

Date of Birth _____

Date Received by Employer _____

Date Effective _____

Date Hired _____

Date Entered the Bargaining Unit _____

Article 6 - 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 7 - 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 8 - 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 9 - 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 10 - 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 11 - 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 12 - 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 13 - 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 14 - 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 15 - 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, on or after the anniversary date of hire.

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 16 - 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 (37-1/2) 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 in the following order of preference:

(a) Employees who agree to work a regular schedule, which includes Saturday hours for a minimum six (6) month period. If more than one (1) employee in a job title so agrees, weekend work will be distributed as equitably as possible.

(b) Employees hired for a position (or selected for or placed in a position pursuant to Article 11 or 12 of this Agreement) with the understanding that they may be required to work a regular schedule which includes Saturday hours. If more than one (1) employee in a job title qualifies under this section, weekend assignments will be distributed as equitably as possible.

(c) Employees who agree to work on a particular Saturday or Saturday(s).

(d) Where the schedule for weekend work cannot be staffed as set forth above, the weekend work will be assigned in inverse order of seniority in the applicable job title. A list of employees, in inverse order of seniority by job title, shall be developed. The least senior employee will be scheduled first until all employees have been scheduled. If an employee volunteers for weekend work as set forth in (c) above, it shall be credited to such employee so that such employee shall not be scheduled for next weekend scheduling by inverse order of seniority.

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 17 - 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 (37½) 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 casual employee is defined as one who works from time to time to cover absences or short-term work overloads.

Article 18 - Salaries

Section 1(a)

This salary schedule shall be effective July 1,2005:

	Start Rate	1st Anniv. Date	2nd Anniv. Date	4th Anniv. Date	6th Anniv. Date	8th Anniv. Date	12th Anniv. Date
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 1	11.20	11.44	11.64	11.88	12.01	12.13	12.35

Section 1(b)

This salary schedule shall be effective July 1, 2006:

	Start Rate	1st Anniv. Date	2nd Anniv. Date	4th Anniv. Date	6th Anniv. Date	8th Anniv. Date	12th Anniv. Date
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 1	11.35	11.59	11.79	12.03	12.16	12.28	12.50

Section 1(c)

This salary schedule shall be effective July 1, 2007:

	Start Rate	1st Anniv. Date	2nd Anniv. Date	4th Anniv. Date	6th Anniv. Date	8th Anniv. Date	12th Anniv. Date
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 1	11.50	11.74	11.94	12.18	12.31	12.43	12.65

Section 1 (d)

This salary scheduled shall be effective July 1, 2008:

	Start Rate	1st Anniv. Date	2nd Anniv. Date	4th Anniv. Date	6th Anniv. Date	8th Anniv. Date	12th Anniv. Date
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7

Grade 1	11.80	12.04	12.24	12.48	12.61	12.73	12.95
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Section 2

The Agency may place a new employee with relevant experience in a step consistent with the employee's experience, but no higher than Step 4.

Section 3

All employees will move to the next wage step upon completion of the relevant period of service with the Agency. Two (2) years of part-time service with the Agency shall equal one (1) year of service with the Agency for purposes of wage step advancement on the wage scale.

Section 4

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 but not lower than Grade 1. The Agency's decision shall not be subject to the Grievance and Arbitration procedure.

Section 5

Weekend differential shall be \$.50 per hour.

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

Article 19 - Health Insurance

Section 1

The Employer will make available to all full-time and regular part-time employees, Univera Solutions or Univera Value Plus insurance coverage with prescription drug coverage.

Section 2

The Employer, as of August 1, 2005 will contribute \$265.00 towards the cost of single coverage under IHA Encompass A single plan for full-time and regular part-time employees who elect to be covered with single, two person or family coverage under any one of the available plans.

Effective July 1, 2006 the Employer will contribute 80% towards IHA Encompass A single plan. Should this contribution increase due to premium rate changes the Employer will absorb the first 0 - 13% and the Employee will absorb between 14% - 20%. Should the increase be 21% or higher the Employer will absorb that increase.

Effective July 1, 2007 the Employer will contribute 80% towards IHA Encompass A single plan. Should this contribution increase due to premium rate changes the Employer will absorb the first 0 - 15% and the Employee will absorb between 16% - 20%. Should the increase be 21% or higher the Employer will absorb that increase. The carrier will be Univera for the period of August 1, 2005 - June 30, 2006.

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 4

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 20 - 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 21 - Retirement Plan

Section 1

All full-time and regular part-time staff may participate in the Agency's 403B 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

The plan currently requires participating employees 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 \$.80 for each employee dollar contributed up to a total amount of not less than 4% of each employee's gross annual wages.

Article 22 - 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 23 - Call-In Pay

Three and one-half (3-1/2) hours pay or a minimum of three and one-half (3-1/2) 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 24 - 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 25 - 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 26 - 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 19, Health Insurance, if available through the health insurance plan and subject to all terms and requirements of the insurance plan and Article 24, 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.

IV. HOLIDAYS, VACATIONS, AND LEAVES

Article 27 - Proration of Benefits

Section 1

Unless specifically provided otherwise, regular part-time employees shall receive all time off with pay benefits on a prorated basis.

Section 2

A. Proration shall be calculated for regular part-time employees in the following manner:

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

B. Average hours/week shall be defined as the number of hours the employee worked during the prior anniversary year divided by the number of weeks the employee worked during the same period, rounded up or down to the nearest category set forth in subsection (A).

Section 3

Part-time 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.

Section 4

A bank of hours showing the amount of earned benefit time for sick leave, vacation, personal leave and float holiday shall be established for each employee. The employee may only take hours of benefit time as have been earned and are available in this bank for the category of

benefit applicable to the purpose for which time off with pay is being requested, and do not exceed the number of hours in the employee's regularly scheduled shift on the day for which benefit hours are requested.

Article 28 - Holidays

Section 1

Full-time and regular part-time employees will receive the following twelve (12) 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

Part-time 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. Regular part-time employees whose shifts vary from their pro-ration rate will be paid the number of hours they are entitled to under Article 27, Section 2.

Section 3

Full-time and regular part-time clinic employees whose shifts vary from 7.5 hours will receive 7.5 hours of holiday pay for full time employees and the pro-ration rate for regular part-time employees as per Article 27, Section 2 for designated Agency holidays. If the employee's regularly scheduled shift exceeds 7.5 hours on such a day the employee may:

(a) Supplement holiday pay with available, earned vacation or personal leave up to the employee's regularly scheduled hours of work.

(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 37.5 hours. Such request must be submitted to the Director of Patient Services three (3) weeks before the month in which the holiday falls; or

(c) Receive no pay for the difference between 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, but no Holiday pay will be owed in connection with such closing.

Section 5

When a holiday falls on a Saturday, the Agency shall close on the Friday before. When a holiday falls on a Sunday, the Agency shall close the following Monday.

The exception shall be Christmas Eve day and Christmas day fall on a Saturday or Sunday. The following will apply:

- a) When Christmas day falls on Saturday, the agency will close on Friday and work a skeleton crew on Thursday and Monday;
- b) When Christmas Eve day falls on Saturday and Christmas day falls on Sunday, the agency will be closed on either Friday or Monday. A regular shift of work will be scheduled on the day the agency is open. Volunteers will be sought to work and if there are not enough volunteers, scheduling will be done in inverse order of seniority to staff the day.
- c) When Christmas Eve day falls on Sunday and Christmas day falls on Monday, the agency will be closed on Monday. Volunteers will be sought to work on

Saturday and if there are not enough volunteers, scheduling will be done in inverse order of seniority to staff the day.

Any employee scheduled under (b), or (c) above will be paid time and one half (1.5) for all hours worked on their scheduled day.

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 vacation or personal days on such day(s).

Article 29 - Vacations

Section 1

A. All full-time and regular part-time employees shall accrue vacation as follows:

1. 10 days/year accrued at 2.88 hours bi-weekly following employment;
2. 15 days/year following completion of three (3) years of continuous employment, accrued at 4.33 hours bi-weekly; and
3. 20 days/year following completion of five (5) years of continuous employment, accrued at 5.77 hours bi-weekly.
4. 21 days/year following completion of ten (10) years of continuous employment, accrued at 6.06 hours bi-weekly;
5. 22 days/year following completion of fifteen (15) years of continuous employment, accrued at 6.35 hours bi-weekly;

6. 23 days/year following completion of twenty (20) years of continuous employment, accrued at 6.63 hours bi-weekly;

7. 25 days/year following completion of twenty-five (25) years of continuous employment accrued at 7.21 hours bi-weekly;

B. Employees may use accrued vacation, following completion of six (6) full months of service.

C. Employees will schedule one (1) week per year in week long increment. Staff is encouraged to take vacations in 1 week increments but are only required to take one (1) week per year in week long increment.

Section 2

Requests for vacation time off 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 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 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 request.

Section 3

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

Section 4

When an Agency holiday falls within an employee's scheduled vacation, the employee will be entitled to the paid holiday.

Section 5

All vacation time earned within the employee's anniversary year must be utilized within the succeeding anniversary year, unless vacation time off, properly requested pursuant to Section 2, cannot be granted because of Agency staffing considerations.

Section 6

An employee shall be paid for all unused earned vacation time upon:

(a) layoff; or

(b) Upon voluntary resignation of two (2) weeks notice the employee will receive 50% of unused earned vacation time. If the employee gives four (4) weeks notice, the employee will receive 100% of unused earned vacation time.

Vacation and other accrued benefit time may not be applied to the notice period.

Article 30 - Personal Days

Section 1. Full-time and regular part-time employees will become eligible for personal days at the following schedule:

During first year of hire:

4 per anniversary year, not to be taken until 6 months of continuous employment.

After one year of service:

5 per anniversary year

After two years of service:

6 per anniversary year

After three years of service:
7 per anniversary year

Section 2. Personal leave day requests must be submitted in writing to the employee's immediate supervisor two (2) weeks in advance of the schedule posting. The exception will be that three (3) personal leave days must have notice to the immediate supervisor two (2) full work days in advance. Waiver of advance notice may be allowed in an emergency with the supervisor's approval. Personal leave time may never be accumulated from anniversary year to anniversary year.

Section 3. An employee shall be paid for all unused personal days upon layoff or resignation with proper notice.

Article 31 - Sick Leave

Section 1

Full-time and regular part-time employees will accrue sick leave at the rate of one (1) day per month beginning with the date of employment. Each employee will become eligible for use of paid sick leave three (3) months after their date of hire.

Section 2

Employees may receive a lump sum payment in June of each year equal to the number of sick days accrued during the period June 1 to May 31 of each year, minus the number of days actually used by the employee during the same period, minus three (3) days to be placed in a bank, up to a maximum of five (5) days. This benefit shall be calculated on a pro-rated basis for regular part-time employees. All accrued, unused days which are not paid pursuant to this section shall be placed in a bank. Employees may accumulate up to a total of sixty (60) pro-rata days in their bank.

Section 3

In the case of illness, when an employee's absence extends beyond the expiration of their accumulated sick leave, the remaining time off may be charged against accrued vacation days and/or personal leave days at the employee's discretion.

Section 4

In the event an employee becomes eligible to receive New York State Disability Insurance Benefits or Workers' Compensation for the duration of their utilization of accrued 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, such as vacation and personal leave, to the period. 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 5

Sick leave may only be taken for personal illness, personal medical appointments, or the illness of a relative residing in the same household or the illness of a person residing in the same household as the employee for at least twelve (12) months prior to the use of the benefit. To be eligible for paid sick leave, employees shall furnish an attending physician or nurse practitioner certificate (attesting to the nature and duration of the illness, injury or disease and indicating that the employee is able to return to work) when requested by the Agency to do so; provided, however, that

the attending physician or nurse practitioner certificate shall not be requested for an absence of one (1) day unless the Agency suspects that sick leave is being abused. Sick leave may not be used in increments of less than one-half (½) hour.

Section 6

Employees should make every effort to contact their supervisor at least sixty (60) minutes prior to the start time of their shift when they are unable to report to work for the day or are unable to report to work on time for the day. If they are unable to reach their supervisor, they must contact the Director of Patient Services or some other supervisor at least sixty (60) minutes prior to their shift.

Article 32 - 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 personal leave, vacation, sick leave and unpaid leave of absence.

Article 33 - 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 vacation and/or personal leave days to the closure period. If the closure period extends beyond one week, employees

will be given the option of applying accrued vacation and/or personal leave days or collecting unemployment.

Article 34 - Jury Duty

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.

Article 35 - Union Representation

Section 1

One employee designated by the Union may be granted the necessary time off 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 employee may receive time off with pay for the purpose of handling grievances arising under the contract up to one-half (1/2) hour per week; provided, however, that the designated employee may receive time off with pay in excess of one-half (1/2) hour 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 one-half (½) hour in a 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 36 - 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.

(d) Such leaves may be extended for up to an additional three (3) months upon request of the employee for the purposes set forth in subsections (a) and (b)(1), above.

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 time off with pay (vacation, sick leave, personal days, etc.) to the approved leave period. An employee may not apply accrued time off with pay 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 employees on leave for personal illness will earn sick leave benefits and 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. 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 37 - 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 38 - 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 39 - 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 40 - 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 41 - 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 42 - 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 43 - 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 44 - 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 45 - Medical Staff Site Meetings

At least eight (8) times each year, four (4) of which must be in separate calendar quarters, the Agency will invite all medical staff at each site to meet regarding issues such as health and safety, and clinic practices and procedure.

Article 46 - 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 47 - 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 48 - Duration

This Agreement shall be in effect as of July 1, 2005 and shall remain in full force and in effect until June 30, 2009. 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 22nd day of November, 2005.

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

PLANNED PARENTHOOD OF
BUFFALO AND ERIE COUNTY, INC.

Deborah M. Hayes
Staff Representative
Communications Workers of America

Laura Meyers
Chief Executive Officer

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

Susan Raczka
Member - Bargaining Committee Representative

40326.01

Appendix A.

Guidelines for PPBEC Mileage Reimbursement.

The agency will reimburse employees for travel at the current IRS mileage rate.

Employees will be eligible for mileage reimbursement:

1. If required to report to work at a location other than PPBEC fixed sites or the scheduled Mobile Outreach Unit (MOU) sites. Example: Billing training in Rochester; all staff meeting at Chestnut Ridge
2. If required to report to a PPBEC fixed or MOU site, which differs from the posted schedule, and without one week's notice (7 days). Example: Medical Clerk scheduled to work at WS, reassigned to MS for coverage or for emergency training / meeting with under 7 days notice.
3. When travel between the sites occurs during the course of a workday, for miles between the sites only. Example: Half day meeting scheduled in advance for MS office 9-12. At noon, staff scheduled for WS return to WS to finish their day. Staff traveling to WS mid - day receive reimbursement for travel between MS and WS one way. Example 2: Clerk starts day at WS as scheduled, travels to MS for supply pick up and returns to WS to finish out day. She receives roundtrip travel between the sites.
4. An employee who is off and comes to work to attend a meeting will receive mileage from their home base.

Mileage reimbursement is calculated by the following formula:

Total miles from employee's home to destination, minus miles from employee's home address to "home base".

"Home base" is defined as the location that the employee works the most often.

Mid workday travel back and forth between sites is reimbursed at straight miles (see last example above).