

AGREEMENT

BETWEEN

PLANNED PARENTHOOD OF WESTERN NEW YORK, INC.

and

COMMUNICATIONS WORKERS OF AMERICA, INC,

July 1, 2008 - June 30, 2010

(Professional Unit)

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THIS AGREEMENT, made and entered into this 5th day of September, 2008, by and between **PLANNED PARENTHOOD OF WESTERN NEW YORK, INC.**, hereinafter referred to as the "Employer" or "Agency", and the **COMMUNICATIONS WORKERS OF AMERICA, AFL / CIO.**, 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 the employees of the agency who are members of the collective bargaining unit.

INCLUSIONS: All full-time and part-time professional employees, employed at all of the Employer's facilities.

EXCLUSIONS: All per diem, other employees, managers,

supervisors and guards as defined by the National Labor Relations Act and in case 3-RC876-9.

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 as 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 CHECK-OFF 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

Zip Code

Social Security # _____ Date of Birth _____

Date Received by Employer _____ Date Effective _____

Date Hired _____ 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 the 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 six (6) 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 - Transfers and Promotions

Section 1. Transfers and promotions of all employees covered by this Agreement will be made as follows:

- a.) When a position in the bargaining unit is vacant and the Agency determines that it is desirable to staff such position, 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.

Section 2. Promotion will be defined as a transfer involving a change in grade which results in an increase in the employee's basic rate of pay.

Section 3. A lateral transfer shall be defined as a transfer between job titles within the same grade.

Section 4. Where reasonably possible, lateral transfers may not be delayed more than four (4) weeks from the date the employee is selected for the transfer.

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. When an employee transfers into the bargaining unit or changes their job title they shall receive a new date of hire for the purpose of wage determination, layoff, vacation selection and job bidding within the same job title. Their original date of hire shall remain for benefit accrual and job bidding to a new job title.

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 job title and 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 job title, and 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 in the job title shall be terminated prior to any regular employee in that job title 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 job title and category of employment. If no such vacancy exists they may choose any other vacancy within their job title.
- b.) They shall bump the least senior person in their job title and category of employment.
- c.) They may bump a less senior person in their job title and any category of employment.
- d.) They may be assigned to a vacant position within the bargaining unit for which they are qualified and able to do the work.

Section 5. In the event it is necessary to reallocate personnel within the same job title 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 worksites 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 job title and 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 to an open job within their job title. Employees on layoff shall be notified of any vacant positions occurring in the bargaining unit within twelve (12) months of their layoff.

Section 7. When questions regarding qualifications and ability to perform the 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 the date of the 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 or designee. 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. The exception shall be the Training and Curriculum Specialist and Community Trainer whose normal work week for full-time employees will consist of thirty-five (35) 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 for clinic staff and one (1) week in advance of the time the employee is expected to work for education department staff. 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 of 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. All employees shall be paid overtime at the rate of time and one-half of an employee's 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 (2) 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 or 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 per week 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.) for Clinicians, the Clinician scheduled on-call for the week;
- b.) for other positions, the Agency will seek volunteers or use supervisory or management personnel in its discretion.

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 full-time salaried employee is defined as one who is regularly scheduled to work thirty-five (35) hours in a work week (Training and Curriculum Specialist and Community Trainer).

Section 3. 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 4. 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 5. A temporary employee is an employee hired for a limited duration not exceeding six (6) months.

Section 6. A per-diem employee is defined as one who works from time to time to cover absences or short-term work overloads.

Article 19 - Salaries

Section 1. (a)

This salary schedule shall be effective July 1, 2008 (2% increase in Steps 1 thru 6 and 3% increase in step 7:

	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	13.00	13.16	13.42	13.68	13.96	14.24	14.67
Grade 2a	14.14	14.29	14.69	14.99	15.29	15.59	16.02
Grade 2b	14.34	14.60	14.90	15.21	15.48	15.81	16.23
Grade 3	29,556	30,173	30,770	31,367	31,983	32,659	33,522
Grade 4	16.30	16.63	16.96	17.30	17.65	17.99	18.53
Grade 5	32,937	33,574	34,330	35,006	35,682	36,398	37,277
Grade 6	18.73	19.09	19.51	19.90	20.38	20.70	21.20
Grade 7	32.39	32.99	33.66	35.02	36.43	37.88	38.60

Section 1. (b)

This salary schedule shall be effective July 1, 2009 (2% increase in Steps 1 thru 6 and 3% increase in Step 7:

	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	13.26	13.42	13.69	13.95	14.24	14.52	15.11
Grade 2a	14.42	14.58	14.98	15.29	15.60	15.90	16.50
Grade 2b	14.63	14.89	15.20	15.51	15.79	16.13	16.72
Grade 3	30,147	30,777	31,385	31,994	32,622	33,312	34,528
Grade 4	16.63	16.96	17.30	17.65	18.00	18.35	19.09
Grade 5	33,596	34,245	35,016	35,706	36,396	37,126	38,396
Grade 6	19.10	19.48	19.90	20.30	20.79	21.11	21.83

Grade 7	33.03	33.66	34.33	35.72	37.16	38.64	39.76
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Section 2. Any employee whose current rate of pay exceeds the pay scales in Section 1(a.) and 1(b.) above, will have their salary “red-circled” for the life of this Agreement. Such red circled employee will receive a payment of \$500.00 upon the ratification of this Agreement.

Section 3. 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 4. The Agency may place an employee in a new job title in a step consistent with the employee’s relevant experience.

Section 5. All employees will move to the next wage step only 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 schedule.

Section 6. Weekend differential shall be \$.75 per hour.

Preceptor / Training differential shall be \$.75 per hour when precepting or training.

Section 7. The Nurse Practitioner Trainee rate of pay shall be \$25.00. The Employer may start nurse practitioners at the \$25.00/hour rate from the time the practitioner has completed school until the practitioner receives his/her license from the State of New York. Once the practitioner has provided a copy of the license to the Employer the employee’s base rate of pay will be increased to the start rate.

Section 8. The job titles listed below are intended to classify and identify employees who work a majority of time on the title job. 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 written 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 no lower than Grade 1. The Agency's decision shall not be subject to the Grievance and Arbitration procedure.

All new or combined jobs shall be posted in accordance with the Transfer and Promotion Article of this Agreement.

JOB TITLE	GRADE
Teen Center Coordinator	1
Clinic Specialist in job title on or after 7/1/02	2a
Clinic Specialist in job title	2b

before 7/1/02

Community Trainer	3
Licensed Practical Nurse	4
Training and Curriculum Specialist	5
Registered Nurse	6
Clinician	7

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 \$400.00 of the insurance plan selected by the employee. On July 1, 2009 the Agency will contribute up to \$460.00 of 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 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 21 - Dental Insurance

Section 1. The Agency will made available to all full-time and regular part-time employees with 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 Employer.

Section 2. The Union and the Employer agree that no later than October 15, 2008, the parties will implement a dental insurance workgroup. The workgroup will be comprised of three (3) representatives from the Agency and three (3) representatives from the Union and will meet on a monthly basis (more frequently if required). The workgroup will be charged with the responsibility of investigating various dental insurance options and developing a new dental plan for employees covered by this agreement.

Section 3. A new dental plan will not be implemented unless the plan has been mutually agreed to by the Employer and the Union.

Article 22 - Retirement Plan

Section 1. All full-time and regular part-time staff may participate in the Agency's AXA 403(b) or the Fidelity 401(k) 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 \$.80 for each employee dollar contributed up to a total amount of not less than four percent (4%) of each employee's gross biweekly 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 with an accidental death and dismemberment rider 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 death 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 of 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 - On-Call

Section 1. For the purpose of maintaining twenty-four (24) hour Gynecological/Reproductive health services, the Agency will provide telephone triage by a Clinician, when appropriate.

Section 2. A Clinician will be considered “on-call” and entitled to on-call pay when not otherwise working and when the Clinician must carry a cellular telephone for a specific period of time.

Section 3. A Clinician on-call, as described, will be entitled to 8% of the Clinician’s base rate multiplied by the number of hours on-call. Hours paid for on-call, as described above, shall not be considered as time worked for the purposes of computing overtime.

Section 4. The Clinician who is assigned on-call duties shall receive the regular rate of pay for all time spent on the telephone for work-related calls provided:

- a.) The accumulated time spent on the telephone and subsequent paperwork equals at least fifteen (15) minutes; and
- b.) All such telephone calls and subsequent paperwork are documented on forms which are approved by the Employer.

All hours paid for work as described in (a) above shall be counted as hours worked for the purposes of computing overtime pay.

Section 5. The Clinicians will be responsible to schedule “on-call” with the approval of the Director of Patient Services according to the following guidelines:

- a.) all full-time and regular part-time Clinicians will be scheduled for on-call;

- b.) part-time and casual Clinicians may volunteer for on-call;
- c.) probationary Clinicians will not be scheduled on-call unless approved by the Medical Director for same;
- d.) Clinicians will not be required to work more than one (1) on-call week in a four (4) week period unless mutually agreed by Clinicians;
- e.) weekly on-call schedules will be scheduled equitably amongst eligible Clinicians;
- f.) holiday coverage will be distributed equitably and the holidays will be equitably alternated from year to year unless a change is mutually agreed to by the Clinicians.

Section 6. A cellular phone will be provided to each clinic site for “on-call” use.

Section 7. The Clinician will respond to calls from the answering service as soon as possible and within thirty (30) minutes of the answering service call to the Clinician, except in situations where on-call duties preclude such call back.

Section 8. The Clinician will triage, advise and/or make referrals in accordance with Agency policy.

Section 9. Employer-designated records and documentation will be forwarded to the appropriate clinic at the start of the Clinician’s next work day.

Section 10. If the Clinician is unable to perform on-call, i.e., illness, other absences, the Clinician must attempt to contact a replacement. If a replacement cannot be reached, the Clinician must contact the Director of Patient Services.

Section 11. At least one Community Trainer will be assigned to be on call during the night shift hours when required to participate with groups on weekend overnight excursions. A Community Trainer assigned to be on call will be entitled to 8% of the Community Trainer’s base rate, multiplied by the number of assigned hours of on call. Hours paid for on call shall not be considered as time worked for purposes of computing overtime.

Article 26 - Agency Discounts

Any medical service provided by the Agency will be made available to all employees and members of their immediate families (spouse, domestic partner, children under 25, if not insured) free of charge. If the employee has insurance their carrier will be billed and the Employer will pay the co-pay.

Any medications and supplies provided by the Agency will be made available to all employees and members of their immediate families (spouse, domestic partner, 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 27 - 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.

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. Regular part-time employees whose shifts vary from their proration rate will be paid the number of hours they are entitled to as 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

Such hours of holiday pay will total their regularly scheduled hours for that week. 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 closings.

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 is based upon the employee's anniversary 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. The year will be based upon each employee's anniversary 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 long term sick bank hours equal to the number of hours of pay reimbursed by the Agency pursuant to this Article. If an employee exhausts accumulated long term 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 any employee's regularly scheduled work week. This carryover time can be used at any time the following anniversary year. It is understood that the first 3 days of unused PTO be placed in a long term sick bank

Section 16. For Niagara County employees long term sick time accrued prior to the transition to PTO, that became effective January 1, 2004 will remain in the employee's long term sick bank and can be used for extended illness. For these employees, long term sick time accrued prior to January 1, 2004 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 all employees, sick time balances as of January 1, 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 anniversary 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 - Career Development

Section 1. Employees will be eligible for time off to participate in or attend education or training programs, seminars, workshops, or conferences relevant to their duties and responsibilities with the Agency.

Section 2. Requests for such time off must be submitted in writing on a form supplied by the Employer a minimum of four (4) weeks in advance of the scheduled event. In considering whether to grant or deny a request for time off for these purposes, the Agency will consider at least the following: (1) course or conference content; (2) applicability to the job; (3) ultimate value to the Agency; (4) for Clinicians, credit value toward continuing education certification requirements; and (5) staffing considerations.

Section 3. If, in the opinion of the Chief Executive Officer or designee, funds are available and would be appropriately expended for activities approved pursuant to this Article, the Agency may determine that all or part of the time away from work shall be with pay and/or may authorize full or partial reimbursement of expenses associated with such activities; provided, however, that all full, regular part-time and part-time practitioners will be given time off with pay to attend conferences which will provide credits necessary to continuing certification required by the Agency and provided further that the Agency will consider payment of tuition for full and regular part-time Clinicians a priority expenditure under this section for:

- a.) conferences which provide credits necessary to continuing certification required by the Agency; and
- b.) participation in programs which result in the award of credits necessary to continuing certification required by the Agency.

Section 4. The Agency may advance funds for expenses associated with Nurse Practitioner training programs for registered nurses under the following conditions:

- a.) the application process is open to all bargaining unit members who meet the basic criteria.
- b.) terms of the advance shall be provided to the Union in writing. The Union will have ten (10) days to request a meeting for the purpose of discussing the terms of the advance.

Article 32 - 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 33 - 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 34 - 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 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 time off with pay in excess of two (2) hours per week to a combined maximum of three (3) hours per week for the purpose of actually meeting with management representatives of the Agency pursuant to Article 40, Grievance Procedure, preliminary to an arbitration hearing date, if such meeting(s) exceeds two (2) hours in one (1) week.

Section 3. Stewards 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. Stewards shall report back to their work stations 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 forty eight (48) hours per representative off in any one (1) contract year, exclusive of the hours noted in Section 2 of this Article.

Article 35 - 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 consideration.

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 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 36 - 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.

Article 37- 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 26, 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: _____

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. Employees 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 and Advance Payment of Expenses Incurred by Agency Staff

Section 1. Employees will be fully reimbursed for the following expenses incurred in the performance of routine duties:

- automobile mileage; and
- tolls and parking.

Section 2. The following shall constitute full reimbursement of expenses when authorized pursuant to Article 31, Career Development:

Local (at a location under 250 miles round trip from the employee's usual work location):

- registration fees;
- automobile mileage for each mile in excess of the round trip mileage to the employee's usual work location;
- tolls and parking; and
- meal expense, reimbursed upon presentation of receipts if not covered in the cost of the conference, up to a maximum of \$10.00 per meal for a breakfast or lunch meal and \$15.00 for a dinner meal, or the cost of the meal provided with the conference, if greater and in no event more than \$35.00 per day for all meals except when meals provided with the conference are greater.

Out of Town (at a location 250 or more miles round trip from the employee's usual work location or requiring an overnight stay away from home):

- airfare, train fare, bus fare, or automobile mileage, whichever is least expensive;
- tolls and parking;
- lodging;
- meals, up to a maximum of \$10.00 per meal for a breakfast or lunch meal and \$15.00 for a dinner meal, or the cost of the meal provided with the conference, if greater and in no event more than \$35.00 per day for all meals except when meals provided with conference are greater;
- miscellaneous transportation (i.e., taxi, bus or other mass transit); and
- registration fees.

Section 3. Advance full or partial payment of approved lodging, air, train, or bus transportation and registration fees will be provided upon employee request with documentation of the exact cost submitted at least four (4) weeks in advance of the scheduled event or as soon as documentation of cost is received, but in no event less than two (2) weeks in advance of the scheduled event. When full reimbursement is approved and advance payment is requested, the Agency will remit the exact amount to the appropriate vendor; provided, however, that an advance for meal expenses, up to a maximum of \$35.00 for each 24 hour period away from home shall be remitted to the employee upon request. 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 4. Reimbursement for additional expense arising out of an emergency situation will be at the Agency's discretion.

Section 5. 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 their request.

Section 6. Automobile mileage shall be reimbursed at the IRS approved mileage reimbursement rate under Sections 1 and 2, above.

Article 40 - 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 (as stated in section 2), 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. Long term sick bank balances will be paid out at the time an employee terminates employment for any reason and will be equal to up to one (1) week of any employee's regular work schedule.

Section 3. 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 41 - 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 42 - Contracting Out Work

The Agency will not contract out work being performed by bargaining unit members, other than the work which has been customarily contracted out, 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 43 - 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 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 44 - 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 45 - 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 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 - Duration

This Agreement shall be in effect as of July 1, 2008, and shall remain in full force and in effect until June 30, 2010. 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 5th day of September, 2008.

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

PLANNED PARENTHOOD OF
WESTERN NEW YORK , INC.

Debora M. Hayes, Staff Representative

Karen Nelson, Chief Executive Officer

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

Melissa Rubadeaux, WHNP-C
Bargaining Committee Representative

Barbara Sambolec, Clinic Specialist
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 2008 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 in 2008, the Employer will after the close of the year 2008 compile a listing of all benefit time earned and used for each individual employee as of December 31, 2008.

Section 2. The paid time off system for Erie County employees will be effective January 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 2011 (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, 2009, one - third (1/3) of remaining balance by June 30, 2010 and the remainder of the transition bank by June 30, 2011.

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
Salaries**

Niagara County employee assignment to wage upgrades and steps.

<u>Grade 1</u>	<u>7/1/08</u>	<u>1/1/09</u>	<u>7/1/09</u>	<u>1/1/10</u>
D. Chaffin	\$13.16	\$13.42		

<u>Grade 2 (a).</u>				
F. Bennett	\$14.14			
M. LePine	\$14.29			

<u>Grade 2(b).</u>				
S. Schiferle	Red Circled			

<u>Grade 3</u>				
K. Daniel	\$30,770			

<u>Grade 4</u>				
E. Stellrecht	\$16.63	\$16.96	\$17.65	\$18.00
F. Williams	\$16.63	\$16.96		

Grade 5

Grade 6

<u>Grade 7</u>				
L. Prasad	\$33.66	\$35.02		
S. Grant	\$32.99			
M. Rubadeaux	\$33.66			
G. White	Red Circled			

**Memorandum of Understanding #3
401K Retirement Plan**

The following employees have the option of remaining in their current 401(k) retirement plan or may roll-over this plan to the 403(b) retirement plan:

Jennifer Benten	Susan Schiferle
Donald Chaffin	Gretchen Sciarrino
Kristine Daniel	Elizabeth Stellrecht
Leslie Prasad	Elizabeth Travis
Melissa Rubadeaux	Gloria White

Memorandum of Understanding #4
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 changes 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.

Memorandum of Understanding #5
Deletion of Curriculum Assistant, Librarian and Staff Physician Job Title

Planned Parenthood of Western New York, Inc. and the Communications Workers of America, AFL – CIO agree to delete the job title of Curriculum Assistant, Librarian and Staff Physician from Article 19 Salaries, section 8.

In the event the Employer decides to fill any of these positions, it is agreed that they will be bargaining unit positions.

For Planned Parenthood of Western New York, Inc.

For Communications Workers of America, AFL-CIO

Date: _____

Date: _____