

AGREEMENT

BETWEEN

**PLANNED PARENTHOOD OF CENTRAL AND
WESTERN NEW YORK, INC.**

AND

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
(WNY PROFESSIONALS)**

_____, August 15 2016 – JUNE 30, 2019

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AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2016, by and between PLANNED PARENTHOOD OF CENTRAL AND WESTERN NEW YORK, INC., hereinafter referred to as the "Employer" or "Agency", and the COMMUNICATIONS WORKERS OF AMERICA, INC., hereinafter referred to as the "Union".

I. UNION - AGENCY 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 AND NO LOCKOUT

2.1 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, slowdowns, picketing, secondary boycotts or other concerted activity of any kind which results in the cessation, interruption, interference, or curtailing of work for the Agency. The Agency agrees that during the same period there shall be no lockouts.

2.2 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 and which direct employees to terminate the violation.

ARTICLE 3 LABOR MANAGEMENT COMMITTEE

3.1 The Union and the Agency agree to continue a labor/management committee (LMC) to review and discuss matters of concern pertinent to either employees or management. The LMC will be comprised of a maximum of three (3) members from the Union and three (3) from Agency management. Meetings can be held with less than six (6) members attending by mutual consent.

3.2 Matters under formal grievance and issues normally considered part of the established bargaining process are precluded from discussion at the LMC. An agenda will be created for each scheduled meeting. Both the Union and the Agency will submit a list of items to be placed on the agenda one week prior to the meeting date. After the deadline, additions may be made by mutual consent only. Meetings will be held quarterly on specific dates and during scheduled work hours. The date of the meeting will be scheduled at least thirty (30) days in advance and on mutual consent, and will be subject to reasonable staffing considerations. The Agency will provide coverage for Union committee members attending the meeting, if necessary. The parties will work collaboratively in an effort to resolve matters of concern.

ARTICLE 4 RECOGNITION

4.1 **Recognition of Union.** The Agency 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 as defined in Section 4.2 of this Agreement.

4.2 **Definition of Employees.** Whenever used in this Agreement, the term “employees” shall mean all full-time, regular part-time and part-time professional employees employed by the Agency at its facilities located in Niagara County and Erie County. Excluded from the term “employees” are all confidential employees, managers, guards and supervisors as defined in the National Labor Relations Act and Case No. 3-RC-8769.

ARTICLE 5 UNION SECURITY

5.1 **Union Security.** 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 Agency will be given a current list of Union members upon request but not more than one time quarterly.

5.2 **Agency Shop Fee.** 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 6 PAYROLL DEDUCTION OF UNION DUES

6.1 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.

6.2 The Agency 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 shall indemnify and hold the Agency harmless from any and all claims, demands, actions, proceedings, or other liability arising out of or in connection with this Article, or the application or enforcement thereof. The Union agrees that once funds are remitted to it, or to any payee designated by it, the disposition of said funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

MEMBER CHECKOFF FORM PAYROLL DEDUCTION AUTHORIZATION

NAME _____ JOB TITLE _____
(Print) Last First MI

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

CHECK EITHER:

- ⑥ 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
- ⑥ 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 _____				
<hr/>					
City or Town _____	State _____	Zip Code _____			
<u>Social Security #</u> _____	Date of Birth _____	Date _____	Received _____	by _____	Agency _____
	Date Effective _____				
Date Hired _____		Date Entered the Bargaining Unit _____			

ARTICLE 7 PAF DEDUCTIONS

7.1 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 PAF deduction form, and forward the full amount thus deducted to the Local. The request may be revoked by the employee at any time upon his/her written request to the Employer.

7.2 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 8 RIGHT OF EMPLOYEES TO UNION REPRESENTATION

8.1 Any employee is entitled, upon request, to have union representation at any investigatory interview which the employee reasonably believes may result in disciplinary action against him/her. The employee may request union representation before or during the meeting.

8.2 The Agency will inform the Union of any suspension or discharge within two (2) business days after such discipline is communicated to the employee.

ARTICLE 9 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 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 Agency's 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. The Agency reserves the right in its sole discretion to grant or deny such access based upon business needs. The deadline to present a Step One grievance set forth in Article 41.4 shall be extended one day for each day that the Agency denies access based upon business needs pursuant to this Article.

ARTICLE 10 BULLETIN BOARD

The Employer will designate a bulletin board for use by the Union in a non-public staff break area at all Agency facilities located in Erie and Niagara County. The Union will post only informational materials appropriate for review which will not adversely affect the work or purpose of the Agency.

II. PERSONNEL MATTERS

ARTICLE 11 PROBATIONARY PERIOD

11.1 Every new employee shall be considered a probationary employee. The probationary period for employees shall be 1040 hours of actual work following the employment or position start date.

11.2 During the employee's probationary period, the Agency may discharge for any reason, or otherwise discipline, such employee, and such discharge or discipline shall not be subject to the grievance and arbitration procedure set forth in Article 41 of this Agreement.

11.3 The Agency shall make a note in the employee's personnel file when the probationary period has been completed.

ARTICLE 12 TRIAL PERIOD

An employee who transfers or is rehired into a new position that is significantly different than the employee's previous position will serve a trial period of 520 hours of actual work for all job titles except Nurse Practitioner or Physician Assistant. An employee who transfers into a Nurse Practitioner or Physician Assistant position shall have a trial period of 1040 hours of actual work. If the employee voluntarily fails to complete the trial period or the Agency determines that the employee has failed to perform satisfactorily the employee shall be placed in his/her former position, if available, then in any open position for which he or she is qualified, if available, and then to layoff.

ARTICLE 13 JOB DESCRIPTIONS

13.1 Should the Employer decide to make a change to an employee's job description, the Employer will give written notice of such action to the Union seven (7) days prior to its proposed implementation. The Union shall have seven (7) days from receipt of written notice of the change to submit written input, if any, to the Agency regarding the change in the job description and may request a meeting to discuss it. If the Union requests a meeting to occur within the seven (7) day period and the Agency cannot meet, the implementation of the proposed changes will be delayed until after a meeting is held.

13.2 Should the Employer create a new position within the bargaining unit, the Employer will give written notice of such action to the Union. The Union shall have seven (7) days from receipt of written notice of the change to submit written input, if any, to the Agency regarding the new position and may request a meeting to discuss it.

13.3 The Agency will review with all affected employees any change in an employee's job description or creation of a new position within the bargaining unit.

ARTICLE 14 TRANSFERS AND PROMOTIONS

14.1 When the Agency determines that a position is to be filled, the process will be done as follows:

- (a) When a position in the bargaining unit is vacant, the position will be posted in a location designated for employee notices at all Agency sites for five (5) business days. All job postings shall include the position, category, and qualifications for hiring into that position.
- (b) Any bargaining unit employee may apply, in writing, for the posted position. All applying bargaining unit employees are required to apply for a posted job within the five (5) day posting period.
- (c) The Agency will select the candidate deemed to be most qualified for the position in the following order:
 - (1) employees who are in the bargaining unit where the vacancy exists;
 - (2) employees who are in another bargaining unit of the Agency; and
 - (3) any other candidate.
- (d) If two or more candidates within the bargaining unit are equally qualified for the position, seniority shall be the determining factor.
- (e) The Agency may consider the employee's ability to do the work and documented performance, inclusive of disciplinary record, when awarding a position.
- (f) In the event that the Agency determines that a bargaining unit employee who has applied for a position is either not eligible or not qualified for the position, the Agency will so notify the employee within two (2) weeks following the end of the posting period.

14.2 Promotion is defined as a transfer involving a change in grade or which results in an increase in the employee's base rate of pay. When an employee changes his/her job title, the rate of pay shall be based on his/her experience as determined by the Agency.

14.3 Where reasonably possible, promotions or transfers of a bargaining unit member from one position to another position pursuant to this Article may not be delayed more than one (1) month from the date the employee is selected for the position.

ARTICLE 15 SENIORITY, LAYOFF, RECALL AND REALLOCATION OF PERSONNEL

15.1 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 Agency.

15.2 When an employee transfers into the bargaining unit or changes his/her job title, he/she shall receive a new date of hire for the purpose of wage determination, layoff, vacation selection and job bidding within the same job title. His/her original date of hire shall remain for benefit accrual and job bidding to a new job title.

15.3 Seniority shall be lost and an employee shall be terminated when he/she:

- (a) resigns or quits;
- (b) is discharged for just cause;
- (c) retires with or without qualifying for benefits under the Agency's retirement plan or social security;
- (d) fails to report to work after notification of a recall from layoff to the employee's job title and category of employment pursuant to Section 20;
- (e) is laid off for a period of one (1) year, or the length of the employee's seniority prior to layoff, whichever occurs first; or
- (f) is absent for three (3) consecutive working days without notifying the Agency, unless it is shown that the employee was unable to give such notice. In such circumstance, the employee shall be considered to have resigned.

15.4 In the event it is necessary to lay off 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 Agency 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.

15.5 When an employee with seniority is subject to layoff or has his/her position eliminated under Section 4 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) He/she shall be assigned to a vacant position within his/her job title and category of employment. If no such vacancy exists, he/she may choose any other vacancy within his/her job title.
- (b) He/she shall bump the least senior person in his/her job title and category of employment.
- (c) He/she may bump a less senior person in his/her job title and in any category of employment.
- (d) He/she may be assigned to a vacant position within the bargaining unit for which he/she is qualified and able to do the work.

15.6 Employees shall be recalled from layoff in reverse order of seniority within one (1) year of a layoff to an open job within his/her job title. Employees on layoff shall be notified of any vacant positions occurring in the bargaining unit within one (1) year of their layoff.

15.7 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 the employee forfeits all rights under this article.

15.8 In the event it is necessary to reallocate personnel within the same job title in the bargaining unit to different Agency work sites covered by this Agreement (not including day-today assignments), 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 in a non-emergency situation. Employees shall apply in writing for the posted position within the posting period. If two (2) or more employees apply, the Agency shall select an individual considering seniority and documented performance.
- 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.
- c) In cases of emergency, the Agency will seek volunteers first. If two or more employees apply, the Agency shall select the individual considering seniority and documented performance. In the event that there are no volunteers, Section (b) shall be followed.

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.

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

ARTICLE 16 REINSTATEMENT

16.1 An employee who was employed by the Agency for an uninterrupted period of at least twelve (12) months and whose employment with the Agency terminates for reasons other than those constituting just cause and is rehired to any position within twelve (12) months from the date of termination of service ("Rehired Employee") shall have his/her probationary period waived, and shall be deemed to have his/her original date of hire, adjusted for the period of actual separation from employment, for seniority purposes in calculating entitlement to wages, benefits and all other provisions for which seniority is used under this Agreement.

16.2 A Rehired Employee returning to the Agency in a position that is different from when he/she left will serve a trial period pursuant to Article 12, Trial Period.

ARTICLE 17 PERSONNEL RECORDS

17.1 At the time of hire and within two weeks after ratification of this Agreement, the Agency will provide to employees a list of the categories of post-employment documents that the Agency maintains in its employee's personnel file. Within fourteen (14) days of an employee's reasonable written request, the Agency will provide to an employee a copy of any postemployment documents in any particular category(ies), unless the law authorizes the Agency to withhold the document. The Agency will provide to the employee a description of any document(s) withheld.

17.2 An employee may reasonably submit for entry into the employee's personnel file appropriate statements relating to his/her performance. Any such statements must be first reviewed, initialed, and dated by the employee and the immediate supervisor.

ARTICLE 18 EVALUATIONS

A written evaluation of every employee's performance based on his/her job description and other job related issues will be completed at the close of the probationary period and annually. 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 19 HOURS OF WORK AND OVERTIME

19.1 The workweek for all employees covered by this Agreement will begin at 7:00 a.m. on Sunday of each week and end the following Sunday at 6:59 a.m. The normal workweek for fulltime employees will consist of at least thirty-five (35) hours of work.

19.2 The Agency will submit notice in writing to the Union for approval any proposed changes to health center operational hours if longer than a two week period at least thirty (30) calendar days prior to its proposed implementation. The Union will have ten (10) calendar days to submit written input with respect to the proposed change and may request a meeting to discuss such change prior to the date of implementation.

19.3 Work Schedules and Geographic Location

a. Health Center Staff: 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. Posted work schedules may not be changed without the consent of the employee and responsible supervisor, except to cover an unscheduled absence or in the case of a health center closure. The geographic location of work assignments may be temporarily changed after the posting of work schedules, as necessary, by the responsible supervisor. Notice of any changes will be given promptly to the employee. Routine time off requests must be submitted at least two (2) weeks prior to the above posting dates.

b. Education Department Staff: Work schedules and geographic location of work assignments must be posted at least one (1) week in advance of the time that the employee is expected to work. Posted work schedules may not be changed without the consent of the employee and responsible supervisor, unless required by (i) a customer's immediate need, in which case the Agency and the Education Department staff will work together to meet the need(s) and change the posted schedule, or (ii) an employee's unscheduled absence. The geographic location of work assignments may be temporarily changed after the posting of work schedules, as necessary, by the responsible supervisor. Notices of any changes will be given promptly to the employee.

Routine time off requests must be submitted at least two (2) weeks prior to the above posting dates.

19.4 Employees who work more than six (6) hours shall be provided with a thirty (30) minute unpaid meal break. In the event that an employee works through a meal break, he/she will be paid for the thirty (30) minutes.

19.5 Employees who work at least a seven and one-half hour shift will be provided up to two fifteen minute paid breaks. If patient needs and staffing considerations permit as determined by the Health Center Manager, the employee may be permitted to use part or all of his/her 15 minute breaks by adding them to the unpaid meal break. Each employee who works a shift of at least four hours but less than 7 and ½ hours will be provided a fifteen (15) minute paid break near the mid-point of the shift. An additional ten (10) minute break will be assigned to an employee who works a shift of more than ten (10) hours.

- 19.6 Assignment to geographic locations, other than the home site, that have a lesser shift duration, will not result in lesser pay for that pay period, i.e., if the Agency is not able to assign “make-up” hours in that pay period, the employee will still be paid for them.
- 19.7 All non-exempt employees shall be paid overtime at the rate of one and one-half times the employee’s regular rate of pay for hours actually worked in excess of forty (40) hours in a workweek.
- 19.8 Temporary and per diem employees will not be utilized to do bargaining unit work which can be performed by qualified full-time, regular part-time, and part-time employees (by taking reasonable steps to increase the number of hours worked without incurring overtime) or available laid off employees.
- 19.9 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. 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 Per Diem employee.
- 19.10 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 a.), then weekend work will be equally distributed among employees in the applicable job title(s) in a rotating schedule.
- 19.11 When an individual scheduled for weekend work does not work as scheduled, such work will be covered as follows:
- (a) for Clinicians, the Agency will seek volunteers from home site first, then other sites as necessary. If none available, then the Clinician scheduled on-call for the week will be utilized.

(b) for other positions, the Agency will seek volunteers from home site first, then other sites as necessary. If no volunteers are available from the covered bargaining unit, then the Agency will assign an individual from outside the bargaining unit at its discretion.

ARTICLE 20 CATEGORY OF EMPLOYEES

20.1 A full-time employee is defined as one who is regularly scheduled to work at least thirtyfive (35) hours in a workweek.

20.2 A regular part-time employee is defined as one who is regularly scheduled to work less than thirty-five (35) hours in a workweek but at least twenty (20) hours in a workweek.

20.3 A part-time employee is defined as one who is regularly scheduled to work less than twenty (20) hours in a workweek, but works some number of hours in a workweek.

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

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

ARTICLE 21 WAGES

21.1 Minimum starting wage:

Outreach & Education Specialist	\$ 1,332.02 per pay period when exempt \$ 19.03 per hour when non-exempt
Teen Center Coordinator	\$ 15.00
Training and Curriculum Specialist	\$ 1,455.18 per pay period when exempt \$ 20.79 per hour when non-exempt
LPN	\$ 18.73
Registered Nurse	\$ 25.00 Clinician \$ 43.00
Clinic Specialist	\$ 16.47

- Weekend differential - .75 per hour

- Preceptor / Training differential shall be \$1.50 per hour

- Clinician performing Colposcopy will be paid \$5.00 per procedure
- Each Clinician and Registered Nurse hired prior to ratification will receive a 15% increase on their current base wage effective July 1, 2016.
- All employees hired prior to ratification (other than Clinicians and Registered Nurses) will receive a 3% increase on their current base wage effective July 1, 2016 and a 3% increase effective January 1, 2017.

21.2 Wage Increases: Must be employed at least 6 months to be eligible for increase.

Effective 7/1/17 - 2-4% based on performance appraisal

Effective 7/1/18 - 2-4% based on performance appraisal

If the Union or an employee disagrees with a pay raise of 2%, the Union or the employee who received the 2% pay raise may challenge the raise pursuant to the Grievance and Arbitration procedure set forth in Article 41.

ARTICLE 22 HEALTH INSURANCE

22.1 The Agency will provide to full time and regular part time employees health care insurance coverage under the Excellus Simply Blue 25/40 Co-Pay Plan, or its Excellus successor plan. Between July 1, 2016 and December 31, 2016, the Agency will contribute \$535 per month toward the health insurance premium for each full-time and regular part-time employee enrolled in the Agency's health insurance plan. Beginning January 1, 2017 and for the balance of the term of the agreement, (a) for full-time employees the Agency will contribute 80% of the cost of single coverage; (b) for regular part-time employees, the Agency will contribute 70% of the cost of single coverage; and (c) for full-time employees and regular parttime employees, the Agency will contribute the same amount it would contribute for single coverage toward two person and family coverage and the balance is the responsibility of the employee.

22.2 The Agency will deduct employee contributions for health insurance premiums on a pretax basis unless otherwise specified by the employee.

ARTICLE 23 DENTAL INSURANCE

23.1 The Agency will make available to all full-time and regular part-time employees dental coverage pursuant to a Plan selected by the Agency. The Agency will contribute up to \$25 per month toward the cost of the Plan.

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

ARTICLE 24 RETIREMENT PLAN

All full-time and regular part-time employees may participate in the Agency 401K Plan in accordance with the Plan requirements and Agency policy. The Plan Administrator will provide employees with information concerning the available investment options. Participating employees will be required to contribute a minimum contribution to the Plan through payroll deductions to ensure continuing qualification under federal law. The Agency will match 100% of the first 4%, plus 50% on 5% and 6%. The Plan provides for matching only after one year of service, but employees can start contributing their own funds upon employment.

ARTICLE 25 LIFE INSURANCE

25.1 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.

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

25.3 The Agency shall make available to all employees eligible for the group life insurance plan an optional Supplemental and Dependent Life Insurance plan. The employee will pay the full cost of any option he/she selects.

25.4 Eligible employees may purchase at their own cost additional life insurance on themselves or 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.

25.5 Coverage ceases on the last day of employment. Upon termination, the employee may have the right to convert such group life insurance or 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.

25.6 The Agency 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 26 OTHER BENEFITS

26.1 The Agency will provide full time and regular part time employees with vision coverage pursuant to a Plan selected by the Agency. The Plan shall be employee funded.

26.2 The Agency will provide to full time and regular part-time employees a short term disability supplement Plan of the Agency's selection. The Plan will pay 60% up to \$600 per week maximum. The Agency will pay the full cost of the Plan.

26.3 The Agency will provide to full time and regular part time employees a long term disability Plan of the Agency's selection. The Agency will pay the full cost of the Plan.

26.4 Employees are eligible to participate in the Employee Assistance Program (EAP) selected by the Agency.

26.5 The Agency will make available to full time and regular part time employees the Agency's Flexible Spending Account program.

26.6 Employees are eligible to participate in the Agency's critical illness coverage. The Plan is employee-funded.

ARTICLE 27 CALL-IN PAY

The Agency will provide three and one-half (3 ½) hours pay or a minimum of three and one-half (3 ½) hours of work to an employee who is called in to work on a day when the employee is not regularly scheduled to work and the call-in occurs on less than twenty-four hours' notice.

ARTICLE 28 ON-CALL

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

28.2 Clinicians will be considered “on-call” and entitled to on-call pay when not otherwise working and when they must carry a cellular telephone for a specific period of time. On-call begins when the last health center closes and ends when the first health center opens.

28.3 Clinicians on-call, as described, will be entitled to 10% 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 purposes of computing overtime.

28.4 The Clinician who is assigned on-call duties shall receive his/her base 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 Agency.

All hours paid for work as described in (a) above shall be counted as hours worked for the purposes of computing overtime pay, and will be recorded on the appropriate form approved by the Agency.

28.5 The Clinicians will be responsible for scheduling “on-call” with the approval from their Health Center Manager according to the following guidelines:

- (a) all full-time and regular part-time Clinicians will be scheduled for on-call;
- (b) part-time and per diem Clinicians may volunteer for on-call;
- (c) probationary Clinicians will not be scheduled on-call unless approved by the Medical Director or his/her designee for same;
- (d) Total weeks of on-call per year will be divided evenly by the number of clinicians available to take on-call and will not be required to work more than one on-call week in a four (4) week period unless agreed by the clinician;
- (e) on-call schedules will be scheduled equitably among 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.

The Clinician will be paid an additional \$50 for each holiday spent on-call.

- 28.6 The Agency will provide a cellular phone and laptop for “on-call” use.
- 28.7 The Clinician will respond to calls from the answering service as soon as possible and within (30) minutes of the answering service call to the Clinician, except in situations where oncall duties preclude such call back.
- 28.8 The Clinician will triage, advise and/or make referrals in accordance with Agency policy.
- 28.9 Employer-designated records and documentation will be forwarded to the appropriate health center at the start of the Clinician’s next workday.
- 28.10 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 his/her Health Center Manager.

ARTICLE 29 AGENCY DISCOUNTS

Medical services will be provided to employees free of charge (If cost is not insured. If insured, and co-pays may not be waived, then employee must pay co-pay). Medications and supplies will be made available to employees at cost (If cost is not insured. If insured, and co-pays may not be waived, then employee must pay co-pay). 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 process.

ARTICLE 30 DOMESTIC PARTNER

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. A properly registered domestic partner will be entitled to any available benefits in accordance with the terms of any applicable plan, including but not limited to benefits as outlined in Article 22, Health Insurance. To be eligible for the benefits outlined in this article, a

domestic partner must be registered with the Human Resources Department on the following form:

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: _____

ARTICLE 31 SICK BANK

31.1 Upon ratification, there shall be no further hours added to any employee's long term sick bank. Employees hired prior to ratification will retain for future use the hours accrued in their sick time bank as of the ratification date. These hours may be used in cases of illness, injury or medical appointments of the employee, his or her child, or his or her spouse. Once an employee who was hired before ratification exhausts all of the sick time in his/her bank, he/she is entitled to no further sick time.

31.2 Non-exempt employees may take sick time in hourly increments with supervisor approval. Exempt employees may take sick time in half-day increments. For non-exempt employees, sick time pay is based on the number of hours the employee is regularly scheduled to work at the employee's straight time hourly rate.

31.3 Employees who are going to be late or absent from work under this Article must personally contact and speak directly with his/her immediate supervisor at least one hour before the employee's scheduled start time. If an employee is unable to speak directly with his/her

immediate supervisor then the employee must leave a voice mail message. A reason for absence or tardiness must be provided at this time.

31.4 Unused sick time may be carried over from one year to the next. Employees may not receive pay in lieu of using their sick time.

31.5 Sick time balances will be listed on each employee pay stub or direct deposit statements.

IV. HOLIDAYS, PAID TIME OFF AND LEAVES

ARTICLE 32 HOLIDAYS

32.1 Full-time and regular 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
- Christmas Day

32.2 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.

32.3 The Agency will schedule patients in order to allow employees to leave work no later than 5:00 p.m. on the day preceding Thanksgiving Day and New Year's Day subject to unanticipated patient care needs. The Agency has discretion to adjust site hours on these days. Employees will not lose pay for a shorter work day if the Agency does not adjust site hours.

32.4 When a holiday falls on a Saturday, the holiday will be observed on the previous Friday and the Agency will close operations on Saturday. The Agency will schedule an employee who normally works on Saturday to work his/her standard numbers of hours that week. The employee may request PTO in accordance with any applicable PTO policy and the Agency reserves the right to grant or deny such PTO in accordance with such policy.

32.5 When a holiday falls on a Sunday, the Agency holiday will be observed on the following Monday.

32.6 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 advance written approval to use PTO on such day(s).

ARTICLE 33 PAID TIME OFF

33.1 Full-time and regular part-time employees hired prior to ratification, are eligible for Paid Time Off (PTO) according to the following schedules:

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

33.2 Full-time and regular part-time employees hired after ratification are eligible for Paid Time Off (PTO) according to the following schedules:

NON-EXEMPT

Length of Service	Accrual Rate	Maximum Annual Accrual Hours	Maximum Accrual Days
Date of Hire to Completion of 5th Year	.0577 X each hour paid	120 hours	15 days
Beginning of 6th Year to Completion of 15th Year	.0770 X each hour paid	160 hours	20 days
Beginning of 16th Year and following	.0962 X each hour paid	200 hours	25 days

EXEMPT AND NURSES

Length of Service	Accrual Rate	Maximum Annual Accrual Hours	Maximum Accrual Days
Date of Hire to Completion of 5th Year	.0770 X each hour paid	160 hours	20 days
Beginning of 6th Year to Completion of 15th Year	.0962 X each hour paid	200 hours	25 days
Beginning of 16th Year and following	.1154 X each hour paid	240 hours	30 days

CLINICIANS

Length of Service	Accrual Rate	Maximum Annual Accrual Hours	Maximum Accrual Days
Date of Hire to Completion of 5th Year	.0962 X each hour paid	200 hours	25 days
Beginning of 6th Year and following	.1154 X each hour paid	240 hours	30 days

33.3 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 actually worked per pay period.

33.4 PTO is accrued on all hours worked up to eighty (80) 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 three (3) months of employment. Earned hours are those hours that are accrued and accumulated in the PTO bank. The PTO year begins on January 1 each calendar year and ends on December 31 of the calendar year.

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

33.6 Requests for planned PTO must be submitted in writing by each employee a minimum of six (6) full workweeks in advance. PTO requests shall not be unreasonably denied. 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.

33.7 When there is a conflict in PTO selection between two or more employees, the highest seniority date shall govern. However, for an employee's seniority to be the determining factor for PTO to occur between June 1st through September 15th, the PTO request must be submitted by April 1st.

33.8 Requests for PTO after the schedule has been posted must be submitted in writing to the employee's immediate supervisor promptly upon learning that time off is needed. Requests for such PTO shall not be unreasonably denied, but are subject to Agency discretion based upon staffing considerations.

33.9 Up to three (3) shifts of PTO will be designated for personal reasons. PTO for personal emergencies will be granted with thirty-six (36) hours advance notice.

33.10 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.

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

33.12 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. If an employee exhausts Short Term Disability benefits and continues to be disabled as classified under 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 wages 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.

33.13 At the close of the PTO year, employees may carryover a maximum often (10) days of PTO. This carryover time can be used at any time the following calendar year.

33.14 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.

33.15 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.

33.16 Employees with part-time status who work less than twenty hours per week will be granted time off. They may receive up to three (3) scheduled shifts per calendar year off. The time will be unpaid.

33.17 Except as set forth above, employees may not receive pay in lieu of actual time off.

33.18 Non-exempt Employees may use PTO in hourly increments (one hour minimum). Exempt employees may use PTO in ½ day increments.

ARTICLE 34 CAREER DEVELOPMENT

34.1 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.

34.2 Requests for such time off must be submitted in writing on a form supplied by the Agency a minimum of five (5) 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 any of the following: (1) course or conference content; (2) applicability to the job; (3) ultimate value to the Agency; (4) credit value toward continuing education certification requirements; and (5) staffing considerations.

34.3 If, in the opinion of the Chief Financial 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 Professionals and licensed employees 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 course or conference for full and regular part-time Professionals and licensed employees 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.

ARTICLE 35 BEREAVEMENT

35.1 In the event of the death of an employee's spouse, domestic partner, parent, grandparent, child, stepchild, grandchild, sister, brother, parent-in-law, son/daughter-in-law, brother/sister in law, or legal guardian, an employee will receive three (3) regularly scheduled work days off with pay. The days off will be consecutive, unless the employee and the Agency mutually agree otherwise. The employee will be paid only for his/her regular scheduled hours of work.

35.2 An employee may be required to provide proof of the need for bereavement leave in a form acceptable to the Agency (i.e., death certificate, obituary, etc.).

35.3 Additional time off may be granted by Human Resources depending upon the circumstances. Employees may apply accrued, unused Paid Time Off during otherwise unpaid bereavement leave.

ARTICLE 36 EMERGENCY CLOSURE

If the Agency is forced to temporarily close or discontinue operations for weather-related or other emergency reasons, all employees affected by the closure shall receive pay for the hours they were scheduled to work up to two (2) work days of a closing. 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. It is understood that employees will not be expected to travel where travel bans are in effect. For periods of closure in excess of two (2) full workdays, 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 37 LEAVES OF ABSENCE

37.1 **FMLA.** Employee may apply for leaves of absence under the Family and Medical Leave Act (FMLA). Employees are eligible for such leave if they meet all criteria required by the FMLA, except that the Agency will waive the requirement that an employee work at a location where the Agency has at least 50 employees within 75 miles. The Agency will administer any leave requested or granted pursuant to the FMLA in accordance with the applicable law and regulations.

37.2 Education Leaves.

(a) Following completion of one (1) year of continuous service, an employee may apply to the Agency for a leave of absence of up to six (6) months for educational purposes provided that (i.) the Agency determines that the education is directly applicable to the employee's current position or another Agency position; and (ii.) the employee produces evidence of acceptance to the qualifying program.

(b) An employee's application for a leave of absence must be made to Human Resources in writing on a form supplied by the Agency and must be approved by the Agency's designee. The request must include the beginning and ending dates of the requested leave. When possible, the written request must be submitted six (6) weeks prior to the beginning of the proposed leave. When submission of the written request with six (6) 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.

(c) An employee must apply accrued unused Paid Time Off (PTO) to an approved leave period. After PTO is exhausted, the balance of the leave of absence granted pursuant to section 2 shall be unpaid. An employee may not apply accrued unused Paid Time Off (PTO) to extend the approved leave of absence period pursuant to section 2. 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.

(d) Employees on leave of absence under section 2 shall not accrue benefits during the absence.

(e) At the end of the leave, the employee will be returned to his/her former position, if available, or to another open position in the bargaining unit for which he/she is qualified.

ARTICLE 38 JURY DUTY

38.1 Employees called for jury duty will have the necessary time off. It is understood that when excused from jury service, the employee will return to his/her 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 his/her regular Agency wages or salary, subject to official documentation of the number of days jury service was rendered.

38.2 Employees who are required to appear in court, in cases related to his/her 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 39 UNION REPRESENTATION

39.1 The Union may designate two (2) representatives from the bargaining unit to carry out the legitimate business of the Union.

39.2 The designated employees may receive total combined time off with pay for the purpose of handling grievances arising under the contract up to a maximum of two (2) hours per week; provided, however, that the designated employees may receive total combined time off with pay in excess of two (2) hours per week for the purpose of actually meeting with management representatives of the Agency pursuant to Article 41, Grievance Procedure, preliminary to an arbitration hearing date, if such meeting(s) exceeds total combined time of two (2) hours in one (1) week.

39.3 The steward shall be required to obtain approval from his/her immediate supervisor prior to leaving his/her workstation 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. The steward shall report back to his/her workstation and supervisor promptly after completion of Union business.

39.4 The Union may designate two (2) employees who may receive time off without pay for the purpose of preparing for and conducting bargaining of the collective bargaining agreement. A request for time off pursuant to this Section 4 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 time off.

39.5 The Agency, at the request of the Union, will grant up to an additional six (6) combined regularly scheduled work days off without pay in a contract year for legitimate Union business. 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.

39.6 Approval of time off outlined in this Article shall not be unreasonably denied, but will be subject to reasonable staffing considerations and will be considered as time worked for the purpose of determining seniority, entitlement to wage increases and benefits.

ARTICLE 40 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 41 GRIEVANCE & ARBITRATION PROCEDURE

41.1 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.

41.2 All grievances shall be reduced to writing. The grievance shall clearly and concisely specify all facts which constitute the basis for the grievance; the Article(s) or Section(s) of the Agreement allegedly violated; the date of the occurrence(s); and each employee with respect to whom 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 each employee who claims a violation of this Agreement.

41.3 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.

41.4 Employee and Local Union grievances shall be processed in the following manner:

Step One: An alleged grievance will be presented in writing to the aggrieved employee's supervisor within fourteen (14) days after the event or events giving rise to the grievance(s) or within fourteen (14) days after those events should have reasonably been known. After receipt of the grievance, the supervisor shall discuss the matter with the aggrieved employee and the Union steward or his/her designee within five (5) days. The 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 Human Resources with an explanation of why the Step One answer is unsatisfactory. The matter shall be investigated and discussed by Human Resources, including such Agency representatives as the Agency deems 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 in writing. The Agency 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 or a mutually acceptable third-party arbitration 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 arbitration service; and
- (b) Requests the arbitration service to send to each party a list of seven (7) names of arbitrators.

41.5 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 Agency designee, and such other persons as are needed or appropriate. The Local Union shall render a decision in writing to the Agency 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.

41.6 No later than ten (10) days following receipt of the copy of the arbitrator lists, a representative of each party shall alternate striking 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.

41.7 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.

41.8 The arbitrator shall have no authority or power to add to, subtract from, modify, delete, alter, amend or change in any way any term or condition of this Agreement and shall confine his/her decision to a determination of the facts and interpretation, administration of, and compliance with, the terms of this Agreement at issue between the Agency and the Union in the grievance. The arbitrator shall not hear or decide more than one (1) grievance without the mutual written consent of the Agency and the Union.

- 41.9 The award of an arbitrator shall be final and binding on the Union, its members, the employee or employees involved and the Agency.
- 41.10 If an arbitrator shall award back wages covering any period of an employee's separation from the Agency'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.
- 41.11 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.
- 41.12 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 42 PREPARATION/FOLLOW UP DOWN TIME

When the Clinician's duties require preparation or follow up, the Health Center Manager, in his or her discretion in light of all circumstances and subject to patient care needs, will schedule adequate down time so that the requirements of the PPFA standards can be met.

ARTICLE 43 REIMBURSEMENT OF EXPENSES

43.1 The Agency will reimburse for mileage in accordance with Article 44, tolls and parking incurred by employees in the performance of their duties. Employees must submit receipts or the standard Agency expense voucher for all expenses. The Agency will reimburse employees for additional expenses arising out of an emergency situation at the Agency's discretion.

43.2 The following shall constitute full reimbursement of expenses when authorized pursuant to Article 34, Career Development:

- (a) Local (at a location under 250 miles round trip from the employee's home site):

- (1) registration fees;
- (2) automobile mileage;
- (3) tolls and parking; and
- (4) Up to a maximum of \$20.00 for breakfast and lunch combined and up to a maximum of \$30.00 for a dinner meal, if such meals are not provided by the conference.

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

- (1) airfare, train fare, bus fare, or automobile mileage, whichever is least expensive;
- (2) tolls and parking;
- (3) lodging;
- (4) up to a maximum of \$20.00 for breakfast and lunch combined and up to a maximum of \$30.00 for a dinner meal, if such meals are not provided by the conference; (5) miscellaneous transportation (i.e., taxi, bus or other mass transit); and
- (6) registration fees.

43.3 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 \$50.00 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.

43.4 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 their request.

ARTICLE 44 MILEAGE REIMBURSEMENT

44.1 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.

44.2 The Employer will reimburse employees for travel at the current IRS mileage rate when:

(a) a schedule change requires the employee to report to work at a location other than his/her home site, from the employee’s home site to his/her destination;

(b) the employee is required to report to work for a meeting on a sixth day within a work week, from his/her home to the meeting site; and

(c) for midday travel back and forth between sites for all miles traveled.

ARTICLE 45 TERMINATION OF EMPLOYMENT

45.1 An employee shall be paid for all unused, earned PTO upon lay-off or voluntary resignation with three (3) weeks’ notice.

45.2 Long term sick 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 the employee’s regular work schedule, for employees with less than 10 years of service and up to two (2) weeks after completion of 10 years of service.

ARTICLE 46 BARGAINING UNIT WORK

It is understood and recognized that Agency supervisors, management personnel and volunteers who are not included in the bargaining unit will not perform more than 18.75 hours of bargaining unit work in a work week, except in cases of emergency, to cover absences occasioned by sickness or other leaves, while actively recruiting to fill a vacancy, and to provide adequate supervision and training. This article does not apply to (a) volunteers who work with educators, (b) interns, or (c) student trainers.

ARTICLE 47 SECURITY CAMERAS

47.1 The Agency will not install surveillance cameras solely for the purpose of monitoring employee actions, except as may be required for purposes of an investigation.

47.2 If the Agency uses surveillance camera video as evidence to support employee discipline, the Agency will make the video available to the Union to review.

47.3 The Agency will provide the Union with the locations of all existing surveillance cameras within thirty (30) days of ratification and will provide the Union with notification any time a camera is relocated or installed in a new location.

47.4 The Agency and the Union agree that cameras in restrooms, locker rooms, or any other areas which would create a similar invasion of privacy are inappropriate and will not be installed.

ARTICLE 48 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 49 NONDISCRIMINATION

Neither the Agency nor the Union will discriminate against any employee because of such employee's race, color, religion, sex, age, national origin, disability, marital status, military status, or sexual orientation.

ARTICLE 50 SEPARABILITY

It is understood that the provisions of this Agreement are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is found to be in contravention of such laws, such provision of this Agreement shall be invalid and superceded by the applicable law and the parties will meet and renegotiate such provision. All other provisions of this Agreement shall continue in full force and effect, shall not be impaired or affected by such invalidity, and shall not be subject to renegotiation.

ARTICLE 51 SUCCESSORSHIP

This Agreement shall be binding upon the successors and assigns of the Agency. 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. 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 52 SERVICES CONSOLIDATION

In the event the Agency decides to consolidate services or programs between bargaining units, the Agency will provide sixty (60) days' notice of the implementation of the decision and agrees to meet with the Union to negotiate an effects agreement.

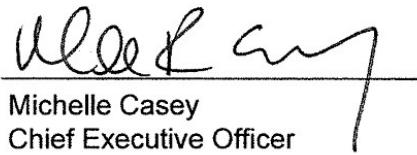
TERM OF AGREEMENT

This Agreement shall be effective as of the 15 day of AUGUST 2016, and shall remain in force and effect through the 30th day of June, 2019, and shall be automatically renewed year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the expiration hereof that it desires to modify or terminate this Agreement. In the event notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration of this Agreement.

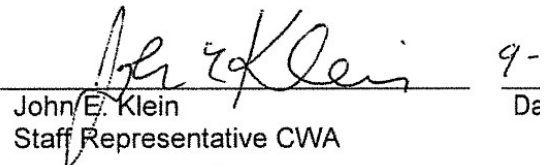
IN WITNESS WHEREOF, the Agency and the Union have executed this Agreement as of the 15 day of AUGUST, 2016.

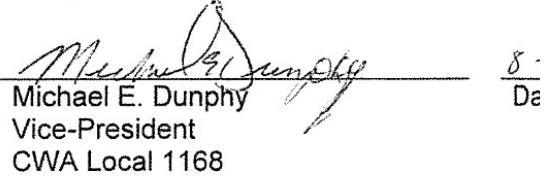
PLANNED PARENTHOOD OF CENTRAL AND WESTERN NEW YORK, INC.

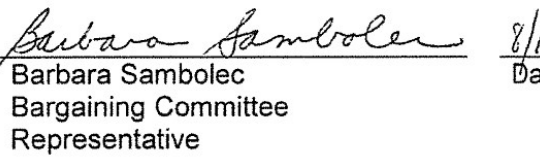
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO


Michelle Casey
Chief Executive Officer

9/27/16
Date


John E. Klein
Staff Representative CWA


Michael E. Dunphy
Vice-President
CWA Local 1168


Barbara Sambolec
Bargaining Committee
Representative


Samantha Auerbach
Bargaining Committee
Representative