

AGREEMENT

BETWEEN

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

AND

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
(EASTERN PROFESSIONALS AND NON-PROFESSIONALS)**

JANUARY 1, 2019 – DECEMBER 31, 2021

I.	UNION - AGENCY MATTERS.....	1
	Article 1 MANAGEMENT RIGHTS	1
	Article 2 NO STRIKE AND NO LOCKOUT	1
	Article 3 LABOR MANAGEMENT COMMITTEE.....	2
	Article 4 RECOGNITION	2
	Article 5 UNION SECURITY	3
	Article 6 PAYROLL DEDUCTION OF UNION DUES.....	3
	Article 7 PAF DEDUCTIONS.....	5
	Article 8 RIGHT OF EMPLOYEES TO UNION REPRESENTATION	5
	Article 9 ACCESS TO AGENCY BY UNION REPRESENTATIVES.....	5
	Article 10 BULLETIN BOARD.....	6
II.	PERSONNEL MATTERS	6
	Article 11 PROBATIONARY PERIOD.....	6
	Article 12 TRIAL PERIOD.....	6
	Article 13 JOB DESCRIPTIONS.....	7
	Article 14 TRANSFERS AND PROMOTIONS	7
	Article 15 SENIORITY, LAYOFF, RECALL AND REALLOCATION OF PERSONNEL	8
	Article 16 REINSTATEMENT	10
	Article 17 PERSONNEL RECORDS.....	11
	Article 18 EVALUATIONS	11
III.	COMPENSATION AND HOURS OF WORK	11
	Article 19 HOURS OF WORK AND OVERTIME.....	11
	Article 20 CATEGORY OF EMPLOYEES.....	14
	Article 21 WAGES	14
	Article 22 HEALTH INSURANCE	15
	Article 23 DENTAL INSURANCE	16
	Article 24 RETIREMENT PLAN	16
	Article 25 LIFE INSURANCE.....	16
	Article 26 OTHER BENEFITS.....	17
	Article 27 CALL-IN PAY.....	18
	Article 28 ON-CALL.....	18
	Article 29 AGENCY DISCOUNTS	21
	Article 30 DOMESTIC PARTNER.....	21
	Article 31 SICK TIME	22
IV.	HOLIDAYS, PAID TIME OFF AND LEAVES	23
	Article 32 HOLIDAYS	23
	Article 33 PAID TIME OFF	24
	Article 34 CAREER DEVELOPMENT.....	29
	Article 35 BEREAVEMENT	30
	Article 36 EMERGENCY CLOSURE	30
	Article 37 LEAVES OF ABSENCE.....	31
	Article 38 JURY DUTY	32
	Article 39 UNION REPRESENTATION	32
	Article 40 MILITARY LEAVE	33

V.	GRIEVANCES.....	33
	Article 41 GRIEVANCE & ARBITRATION PROCEDURE.....	33
VI.	MISCELLANEOUS.....	36
	Article 42 FOLLOW UP DOWN TIME.....	36
	Article 43 REIMBURSEMENT OF EXPENSES.....	36
	Article 44 MILEAGE REIMBURSEMENT.....	38
	Article 45 TERMINATION OF EMPLOYMENT.....	38
	Article 46 BARGAINING UNIT WORK.....	38
	Article 47 SECURITY CAMERAS.....	38
	Article 48 CONTRACTING OUT WORK.....	39
	Article 49 NONDISCRIMINATION.....	39
	Article 50 SEPARABILITY.....	39
	Article 51 SUCCESSORSHIP.....	40
	Article 52 TERM OF AGREEMENT.....	40

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 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 establish 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 five (5) members from the Union and up to five (5) from Agency management. Meetings can be held with less than six (6) members attending only 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, except in the case of clinicians. The Agency is not required to accommodate more than one clinician's attendance at the LMC meeting if operational needs dictate. 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 health centers and rape crisis services centers located in Syracuse, Canandaigua, Rochester, Greece, Batavia, Warsaw, and Mt. Morris, New York, including the positions of RESTORE Advocate and Education Specialist, Physician Assistant, Nurse Practitioner, Outreach & Education Specialist, Registered Nurse, and Centralized Follow-Up Nurse, and all full-time, regular part-time and part-time non-professional employees employed by the Agency at its health centers and rape crisis services centers located in Syracuse, Canandaigua, Rochester, Greece, Batavia, Warsaw, and Mt. Morris, New York, including the positions of Licensed Practical Nurse,

Medical Records Clerk, Lead Patient Services Specialist and Patient Services Specialist. Excluded from the term "employees" are all confidential employees, managers, guards and supervisors as defined in the National Labor Relations Act.

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:

- 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 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. 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 Lead Patient Services Specialist and Patient Services Specialist shall be 520 hours of actual work following the employment or position start date. The probationary period for Clinician shall be 1040 hours of actual work following the employment or position start date. The probationary period for all other employees shall be 880 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 720 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, provided that the rate shall be no less than the start rate for the employee's new position.

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, he/she shall receive a new date of hire for the purpose of wage determination, layoff, vacation selection and job bidding. His/her original date of hire shall remain for benefit accrual.

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 7;
- (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 they are 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) days from the date of the receipt of such certified letter to respond to the Agency or such 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-to-day 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 worksites 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 or more employees apply, the Agency shall select the 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) above 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 post-employment 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 full-time employees will consist of at least thirty-five (35) hours of work.

19.2 The Employer will submit notice in writing to the Union for approval any proposed changes to the health center operational hours at least thirty (30) calendar days prior to its proposed implementation, unless the Agency itself does not have 30 days' notice of the need for the change, in which case the Agency will notify the Union promptly upon determining the need for the change. 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 of work assignments must be posted at least four (4) 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.

- (a) For RESTORE staff, time off requests of five (5) business days or more must be submitted at least two (2) weeks prior to the time off.
- (b) For all other employees, routine time 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 Every person employed for a shift starting before eleven o'clock in the morning and continuing later than seven o'clock in the evening shall be allowed an additional meal period of at least twenty (20) minutes between five and seven o'clock in the evening.

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 period, i.e., if the Agency is not able to offer "makeup" hours in that pay period, the employee will still be paid to them. Unless mutually agreed upon, "makeup" hours will not be offered on Saturdays or previously scheduled days off. With the exception of same-day assignments, employees assigned to geographic locations that have greater shift duration will work the full duration of the shift unless prior approval is given by the employee's supervisor.

19.7 Travel time will be paid if the employee is assigned to a location other than employee's home site. Travel time is based on the standard driving time from the employee's home site to the assigned worksite as listed on the Agency's Mileage and Tolls Between Sites matrix.

19.8 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.

19.9 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.

19.10 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 quarterly basis and, upon request by the Union, the number of hours worked per week by each Per Diem employee.

19.11 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.

19.12 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 thirty-five (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:

Patient Services Specialist	\$13.27
Lead Patient Services Specialist	\$13.27
Patient Care Assistant	\$15.00
Patient Care Specialist	\$15.50
RESTORE Advocate and Education Specialist	\$17.32
Outreach & Educ. Spec.	\$17.32
Outreach & Educ. Spec. Bilingual	Current wage + \$1.00
LPN	\$16.67
LPN Nurse Coordinator	\$16.67
Registered Nurse	\$23.00
Follow Up Nurse	Current wage +1.00
Clinician	\$40.65
Lead Clinician	Current wage +.50

Health Care Trainer

\$40.12

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

Effective 1/1/19 – 5% on his/her base rate or the minimum starting wage listed in section 1, whichever is higher.

Effective 1/1/20 – 3% on his/her base rate.

Effective 1/1/21 – 3% on his/her base rate.

Weekend differential: .75

Preceptor Pay \$1.00

21.3 If a current employee's wage is below the minimum starting wage listed in section 1 and the employee is not eligible for a wage increase under section 2 because he/she has not been employed for 6 months as of January 1, 2019, the employee's wage will be adjusted to the minimum starting wage effective January 1, 2019.

ARTICLE 22 HEALTH INSURANCE

22.1 The Employer will provide to full time and regular part time employees health care insurance coverage under the Excellus Signature 25/40 Co-Pay Plan or Excellus Signature HDHP 1500, or their Excellus successor plans. For each employee choosing coverage under the Excellus Signature HDHP 1500 plan, the Employer will contribute a total of \$1,000 to a Health Savings Account (HSA) of the employee's choosing (\$500 contribution in January and \$500 contribution in July). For full-time employees hired prior to December 3, 2015, the Agency will contribute 80% of the cost of single coverage and 70% of the cost of two person and family coverage. For regular part-time employees hired prior to December 3, 2015, the Agency will contribute 70% of the cost of single coverage and 60% of the cost of two person and family coverage. For full-time employees hired after December 3, 2015, the Agency will contribute 80% of the cost of single coverage. For regular part-time employees hired after December 3, 2015, the Agency will contribute 70% of the cost of single coverage. For full-time employees and regular part-time employees hired after December 3, 2015, 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 pre-tax 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

23.2 dental coverage pursuant to a Plan selected by the Agency. For employees hired prior to December 3, 2015, the Agency will contribute 70% of the cost of single coverage and 50% of the cost of two person and family coverage. For employees hired after December 3, 2015, the Agency will contribute up to \$25 per month toward the cost of the Plan.

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

23.4 The Agency will not implement the Plan without mutual agreement of the Agency and the Union.

**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 Employer 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 base annual salary from the Employer, 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 Employer 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 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 26 OTHER BENEFITS

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

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

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

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

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

26.6 Employees are eligible to participate in the Employer'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**

CLINICIAN 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. Except for Saturdays, 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 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 15 minutes; and
- (b) All such phone 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 taking "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 first on a volunteer basis;
- (b) part-time and per diem Clinicians are eligible for inclusion in the on-call schedule;
- (c) probationary Clinicians will not be scheduled on-call unless approved by the Medical Director for same;
- (d) Total weeks of on-call per scheduling period will be divided evenly by the number of clinicians available to take 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, except in the case of a clinician shortage;
- (e) If there is an insufficient number of volunteers, all open shifts will be scheduled among eligible Clinicians in inverse order of seniority, beginning with those Clinicians who have not volunteered for a shift during the current on call schedule.
- (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 thirty (30) minutes of the answering service call to the Clinician, except in situations where on-call 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 clinic 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.

RESTORE ON-CALL

28.11 RESTORE volunteers are first responders for after office hour calls. RESTORE staff will provide back up for calls unanswered by volunteers or if there are no volunteers on the shift. RESTORE staff will be paid an additional \$4.00 per hour that he/she is assigned on-call. Staff will select one weekday (Monday through Thursday, 5pm-9am) and weekend shift (Friday night, 5pm-9am, Saturdays 9am-9am and Sundays 9am-9am) per month.

28.12 RESTORE staff will carry their own cell phone and receive a \$60 per month reimbursement. Mileage will be paid for any travel to the hospital, law enforcement/campus police station if necessary to the needs of the call.

28.13 RESTORE staff will work with the RESTORE managers to schedule on-call shifts based on the needs of the staff and the requirements of the program by the 21st of every month prior or earlier.

28.14 RESTORE staff will work with the RESTORE managers to schedule on call shifts for the following days: New Year's Day (day and night), Martin Luther King's Birthday (day and night), Valentine's Day (night) , President's Day (night), St. Patrick's Day (night), Easter (day and night), Mother's Day (day and night), Memorial Day (day and night), Father's Day (day and night), Independence Day (day and night), Labor Day (day and night), Columbus Day (night), Halloween (night), Veteran's Day (night), Thanksgiving Day (day and night), Day After Thanksgiving (day and night), Christmas Eve (day and night), Christmas Day (day and night), New Year's Eve (day and night). On call shifts will be based on the needs of the staff and the requirements of the program on a rotating basis based on seniority. These on call days are in addition to the requisite two shifts a month minimum and are reimbursed at a rate of \$7.00 per hour per shift.

28.15 The RESTORE staff 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 15 minutes; and
- (b) All such phone calls and subsequent paperwork are documented on forms, which are approved by the Agency.

28.16 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. RESTORE staff will document telephone calls and paperwork as determined by the

RESTORE program mandates. RESTORE staff will also document their time by clocking in for in person visits only. At the employee's discretion the employee may work with his/her manager to incorporate this time into the employee's 40-hour work week and if more than 40 hours were worked, staff would qualify for overtime.

28.17 If the RESTORE staff is unable to perform on-call, the staff must attempt to contact a replacement. If a replacement cannot be reached, the RESTORE Manager will be responsible for on call. If the RESTORE Manager cannot be reached, the Director of Education & Outreach will be responsible for on call.

**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 TIME**

31.1 There shall be no further sick time accruals for any employee. Employees hired prior to December 3, 2015 will retain for future use the hours accrued in their sick time bank as of December 3, 2015. These hours may be used in cases of illness or injury of the employee, his/her child, or his/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 Employees may take sick time in hourly increments with supervisor approval. 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 two (2) hours 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. An employee absent for three days without contacting his/her supervisor will be considered to have voluntarily resigned from his/her position.

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. Accrued but unused sick time is not paid at termination.

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 employees and regular part-time employees who work on average at least twenty (20) hours per work week will receive the following nine (9) paid holidays:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

32.2 Full time employees shall receive eight (8) hours of holiday pay. Regular part-time employees will receive holiday pay that is prorated based on the number of hours that the employee is regularly scheduled to work.

32.3 If any employee's regularly scheduled shift exceeds the pro-ration he/she receives (as outlined above), the employee may:

- (a) supplement holiday pay with available Paid Time Off (PTO). Employee must make such request within the holiday pay period;
- (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 the prorated hours of holiday pay will total his/her regularly scheduled hours for that week. Such requests must be submitted to the Health Center Manager four (4) weeks before the month in which the holiday falls. The Employer reserves the right to grant or deny this request in its sole discretion based on staffing considerations.
- (c) receive no pay for the difference between his/her pro-rated holiday hours and the employee's regularly scheduled shift on the designated holiday.

32.4 The Employer will make every effort to allow employees to leave work no later than 5:00 p.m. on the day preceding Independence Day, Thanksgiving Day, Christmas Day, and New Year's Day subject to patient care needs.

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

32.6 When a holiday falls on a Sunday, the Employer holiday will be observed on the following Monday.

32.7 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 January 1, 2016, 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	.0847 X each hour paid	176 hours	22 days
Beginning of 6th Year to Completion of 15th Year	.1039 X each hour paid	216 hours	27 days

Beginning of 16th Year and following	.1231 X each hour paid	256 hours	32 days
--	------------------------------	-----------	---------

EXEMPT AND NURSES

Length of Service	Accrual Rate	Maximum Annual Accrual Hours	Maximum Accrual Days
Date of Hire to Completion of 5th Year	.1039 X each hour paid	216 hours	27 days
Beginning of 6th Year to Completion of 15th Year	.1231 X each hour paid	256 hours	32 days
Beginning of 16th Year and following	.1424 X each hour paid	296 hours	37 days

CLINICIANS

Length of Service	Accrual Rate	Maximum Annual Accrual Hours	Maximum Accrual Days
Date of Hire to Completion of 5th Year	.1231 X each hour paid	256 hours	32 days
Beginning of 6th Year and following	.1424 X each hour paid	296 hours	37 days

33.2 Full-time and regular part-time employees hired after January 1, 2016 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. 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 the maximum of his/her annual allotment. 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 All 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, 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. If the funeral service is greater than 400 miles from the employee's home, the employee will be granted up to two (2) additional regularly scheduled work days off without pay. An employee may apply accrued, unused Paid Time Off for the two (2) additional days. 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 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 the Health Center Manager 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 **Paid Family Leave.** The Employer will provide New York Paid Family Leave (PFL) to employees. Employees who are eligible may apply for PFL and any claims for PFL will be administered in accordance with applicable law and regulations.

37.3 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 3 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 3. 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 3 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 the Agency, where the employee will appear in the Agency'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 five (5) representatives from the bargaining unit to carry out the legitimate business of the Union, provided that each representative must be from a different health center unless the representative is from Education or RESTORE.

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. No two Clinicians may receive time off at the same time to work on any particular grievance or arbitration.

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 three (3) 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 thirty (30) 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, unless a request for information is made in connection with the grievance, in which case the supervisor shall discuss the matter within five (5) days of the Agency's response to the request. 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. Unless mutually waived in writing, this meeting shall take place within five (5) days

of the request or, if a request for information is made at Step 2, within five (5) days of the Agency's response to the request. 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 maybe 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 FOLLOW UP DOWN TIME

When a member of the care coordination team is not available, i.e., vacation, sick, DBL/Comp or vacates the position, the Agency will provide adequate down time to employees, subject to patient care needs, 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**

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

**ARTICLE 46
BARGAINING UNIT WORK**

It is understood and recognized that Agency supervisors, management or volunteers who are not included in the bargaining unit will not perform more than 15.0 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.

**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 Employer nor the Union will discriminate against any employee because of such employee's race, color, religion, sex, gender, gender identity, gender expression, 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 superseded 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
TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st day of January 2019 and shall remain in full force and effect through 31st day of December 2021 and shall be automatically renewed from 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 such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agency and the Union have executed this Agreement as of the dates set forth below.

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

**COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO**

_____ Michelle Casey Chief Executive Officer	_____ Date	_____ John E. Klein Staff Representative CWA	_____ Date
		_____ Michael E. Dunphy Vice-President CWA Local 1168	_____ Date
		_____ Shannon Gilg Bargaining Committee Representative	_____ Date
		_____ Shanteashia Harris Bargaining Committee Representative	_____ Date
		_____ Leigh Quenasse Bargaining Committee Representative	_____ Date