

AGREEMENT

BETWEEN

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

AND

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
(PATIENT SERVICES SPECIALISTS)**

JULY 1, 2018 – JUNE 30, 2019

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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, slow downs, 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 which direct employees to terminate the violation.

**ARTICLE 3
LABOR MANAGEMENT COMMITTEE**

3.1 The Union may designate one member of the bargaining unit who will serve as the delegate to the current (west) labor management committee (LMC) maintained by the Union and the Agency.

3.2 If the LMC is dissolved, then the Union and the Agency will establish a stand-alone Medical Clerk Labor Management Committee (MCLMC) to review and discuss matters of concern pertinent to either employees or management in accordance with Section 3.

3.3 Matters under formal grievance and issues normally considered part of the established bargaining process are precluded from discussion at the MCLMC. The MCLMC will be comprised of a maximum of two (2) members from the Union and two (2) from Agency management. Meetings can be held with less than four (4) members attending by mutual consent. 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 regular full-time, regular part-time and part-time Patient Services Specialists (PSS) employed by the Agency at its facilities located in Niagara County and Erie County. Excluded from the term “employees” are all temporary employees, per diem employees, 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 Agency 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 Agency 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 Agency 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
Date Received by Agency	Date of Birth	_____
Date Hired	Date Effective	_____
_____	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 Agency 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 Agency 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 38.4 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 Employer facilities located in Erie and Niagara Counties. 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**

Every new PSS shall be considered a probationary employee until he/she has completed 487.5 hours of actual work following his/her start date as a PSS. 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 38 of this Agreement. Additionally, during the employee's probationary period, the employee is not eligible to apply for a transfer of position as set forth in Article 13. The Agency shall make a note in the employee's personnel file when the probationary period has been completed.

**ARTICLE 12
JOB DESCRIPTIONS**

12.1 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 Employer 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 Employer cannot meet, the implementation of the proposed changes will be delayed until after a meeting is held.

12.2 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 Employer regarding the new position and may request a meeting to discuss it.

12.3 The Employer 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 13
TRANSFERS AND JOB POSTINGS**

13.1 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) from the bargaining unit where the vacancy exists;
- 2) from any other bargaining unit of the Agency; and
- 3) from any applicant outside a bargaining unit.

d) If two or more candidates within a 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.

13.2 Where reasonably possible, any 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 14
SENIORITY, LAYOFF, RECALL AND REALLOCATION OF PERSONNEL

14.1 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.

14.2 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 Agency's category of employment pursuant to Article 19;
- 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.

14.3 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 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 shall be terminated prior to any regular employee being subject to layoff.

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

- a) He/she shall be assigned to a vacant position within his/her category of employment. If no such vacancy exists, he/she may choose any other vacancy.

- b) He/she shall bump the least senior person in his/her category of employment.
- c) He/she may bump a less senior person in any category of employment.

14.5 Employees shall be recalled from layoff in reverse order of seniority within one (1) year of a layoff.

14.6 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 receipt of such notification. The recalled employee will have three (3) calendar days from the receipt of such certified letter to respond to the Agency or the employee forfeits all rights under this Article.

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

a) Voluntary - The Agency shall seek volunteers to accommodate the necessary reallocation by posting a notice at all Agency work sites for a period of ten (10) days in a non-emergency situation or in the case of an emergency, for a period that the Agency determines is appropriate. 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, documented performance, and objectives for site development.

b) Involuntary - If no one volunteers to accommodate the reallocation, the individual with the least seniority in the category of employment shall be selected.

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

ARTICLE 15 REINSTATEMENT

An employee who was employed by the Agency for an uninterrupted period of at least twelve (12) months whose employment with the Agency terminates for reasons other than those constituting just cause and is rehired to the identical position within twelve (12) months from the date of termination of service 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.

**ARTICLE 16
PERSONNEL RECORDS**

16.1 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. Upon 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.

16.2 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 and initialed and dated by the employee and the immediate supervisor.

**ARTICLE 17
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 probation 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 18
HOURS OF WORK AND OVERTIME**

18.1 The work week 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 work week for full-time employees will consist of at least thirty-seven and one-half (37.5) hours.

18.2 The Agency will submit notice in writing to the Union any proposed changes to the health center operational hours if longer than a two (2) 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.

18.3 Work schedules and geographic location of work assignments must be posted at least two (2) weeks in advance of the time the employee is expected to work. Except in cases of emergency, work schedules may not be changed without the consent of the employee and responsible supervisor. Geographic location of work assignments may be temporarily changed, as necessary, by the responsible supervisor. Notice of any changes will be given promptly to the employee. Routine time requests must be submitted at least two (2) weeks prior to the above posting dates.

18.4 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.

18.5 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 Agency, 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 employee who works a shift of more than ten (10) hours will be provided an additional ten (10) minute break.

18.6 Assignment to geographic locations, other than the home site, that have lesser shift duration, will not result in lesser pay for that period, i.e., if the Agency is not able to assign "makeup" hours in that pay period, the employee will still be paid them. 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.

18.7 All 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 work week.

18.8 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, or part-time employees (by taking reasonable steps to increase the number of hours worked without incurring overtime) or available laid off employees.

18.9 The Agency shall provide the Local Union with a list of all employees in the bargaining unit two (2) weeks after this Agreement is signed and semi-annually thereafter during the term of this Agreement. The Agency will also provide notice of any changes in the unit including additions or deletions to the bargaining unit, terminations, a list of name and address changes, changes in an employee category and employees on disability leave of absence and for new employees on a monthly basis and, upon request by the Union, the number of hours worked by each Per Diem employee.

18.10 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.

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

a) The Agency will seek volunteers;

b) The Agency will rotate assignment of coverage starting by inverse order of seniority. If an employee volunteers for weekend work as set forth in (a), it shall be credited to such employee so that such employee shall not receive the next weekend assignment under this subparagraph.

ARTICLE 19 CATEGORY OF EMPLOYEES

19.1 A regular full-time employee hired before ratification of this Agreement is defined as one who is regularly scheduled to work thirty-seven and one-half (37.5) hours in a work week. A regular full time employee hired after ratification is defined as one who is regularly scheduled to work at least thirty-seven and one-half (37.5) hours in a work week.

19.2 A regular part-time employee is defined as one who is regularly scheduled to work less than thirty-seven and one-half (37.5) hours in a work week but at least twenty (20) hours in a work week.

19.3 A part-time employee is defined as one who is regularly scheduled to work less than twenty (20) hours in a work week.

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

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

ARTICLE 20 WAGES

20.1 All PSS's shall be hired at \$13.27 per hour.

20.2 Current employees who have been employed by the Employer for at least six months as of July 1, 2018, and Magdalena Feliciano, shall receive the following raises based on his/her current wages:

July 1, 2018	2-4% based on performance appraisal
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Effective July 1, 2018: Each employee employed by the Employer on June 30, 2018 will receive a 6% raise on his or her base rate.

20.3 If the Union or an employee disagrees with a pay raise of less than 3%, the Union or the employee who received a less than 3% pay raise may challenge the raise pursuant to the Grievance and Arbitration procedure set forth in Article 38.

20.4 The Employer shall pay a weekend differential of \$.75 per hour and preceptor/training differential of \$1.00 per hour when precepting or training.

ARTICLE 21 HEALTH INSURANCE

21.1 The Employer will provide to full time and regular part time employees health care insurance coverage under the Excellus Blue Signature Co-Pay Plan or Excellus Signature HDHP 1500, or their Excellus successor plans. The Employer will contribute 80% of the cost of single coverage for full-time employees and 70% of the cost of single coverage for regular part-time employees. For full-time employees and regular part-time employees the Employer will contribute the same amount it would contribute for single coverage for the selected Plan toward

two-person and family coverage for the selected Plan and the balance is the responsibility of the employee.

21.2 The Employer will deduct employee contributions for health insurance premiums on a pre-tax basis unless otherwise specified by the employee.

ARTICLE 22 DENTAL INSURANCE

22.1 The Employer will make available to all full-time and regular part-time employees dental coverage pursuant to the current MetLife Plan, or its successor. The Employer will contribute up to \$25 per month toward the cost of the Plan.

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

ARTICLE 23 RETIREMENT PLAN

23.1 All full-time and regular part-time employees may participate in the Employer's 401K Plan. The Employer 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 24 LIFE INSURANCE

24.1 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.

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

24.3 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.

24.4 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.

24.5 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.

24.6 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 25 OTHER BENEFITS

25.1 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.

25.2 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.

25.3 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.

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

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

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

ARTICLE 26 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 27
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 28
SEVERANCE**

Any employee hired prior to July 1, 2015 who is terminated as a result of reorganization or layoff shall receive severance pay which shall be computed on the basis of one (1) week of pay for each year of service, up to a maximum of eight (8) weeks of pay. Payment for partial years of service shall be on a prorated basis rounded to the nearest quarter year of service.

**ARTICLE 29
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 21, 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: _____

IV. HOLIDAYS, PAID TIME OFF AND LEAVES

ARTICLE 30 HOLIDAYS

30.1 Full-time employees and regular part-time employees 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

30.2 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 Employer holiday listed in Section 1.

30.3 The Employer will make every effort 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 patient care needs. The Employer has the discretion to adjust site hours on these days. Employees will not lose pay for a shorter work day if the Employer does not adjust site hours.

30.4 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.

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

30.6 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 31
PAID TIME OFF**

31.1 Full-time and regular part-time employees hired prior to July 1, 2015 are eligible for Paid Time Off (PTO) according to the following schedule:

Length of Service	Accrual Rate	Maximum Annual Accrual Hours	Maximum Accrual Days
Date of Hire to Completion of 1 st Year	.1000 X each hour paid	195 hours	26 days
Beginning of 2 nd Year to Completion of 2 nd Year	0.1038 X each hour paid	202.5 hours	27 days
Beginning of 3 rd Year to Completion of 3 rd Year	.1077 X each hour paid	210 hours	28 days
Beginning of 4 th Year to Completion of 5 th Year	.1308 X each hour paid	255 hours	34 days

Length of Service	Accrual Rate	Maximum Annual Accrual Hours	Maximum Accrual 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

31.2 Full-time and regular part-time employees hired after July 1, 2015 are eligible for Paid Time Off (PTO) according to the following schedule:

Length of Service	Accrual Rate	Maximum Annual Accrual Hours	Maximum Accrual Days
Date of Hire to Completion of 5 th Year	.0577 X each hour paid	112.5 hours	15 days

Length of Service	Accrual Rate	Maximum Annual Accrual Hours	Maximum Accrual Days
Beginning of 6 th Year to Completion of 15 th Year	.0769 X each hour paid	150 hours	20 days
Beginning of 16 th Year and following	.0962 X each hour paid	187.5 hours	25 days

31.3 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.

31.4 PTO is accrued on all hours worked up to seventy-five (75) hours in a pay period or for each hour paid. Employees are eligible for and may use PTO as it is earned. 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.

31.5 PTO balances will be listed on each employee's pay stub or direct deposit statements.

31.6 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 Employer discretion based upon staffing considerations.

31.7 Requests for planned PTO must be submitted in writing by each employee a minimum of six (6) full work weeks in advance. 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. Planned PTO requests shall not be unreasonably denied, but are subject to Employer discretion based on staffing considerations. The six (6) week notice period or compliance with the established deadline may be waived by the Employer in its sole

discretion. The Employer will reply indicating approval or denial within two (2) weeks of the established deadline date or of the request when the deadline date is not applicable.

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

31.9 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.

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

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

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

31.13 In the event an employee becomes eligible to receive New York State Disability Insurance Benefits or Workers' Compensation for the duration of their Employer 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 Employer.

31.14 At the close of the PTO year, employees may carryover up to the number of hours that is equivalent to two (2) weeks of the employee's regularly scheduled work week. This carryover time can be used at any time the following calendar year.

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

31.16 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.

31.17 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.

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

31.19 Employees may use PTO in hourly increments (one hour minimum).

ARTICLE 32 BEREAVEMENT

32.1 In the event of the death of an employee's spouse, domestic partner, parent, in loco parentis, 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. 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.

32.2 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.).

32.3 Additional time off may be granted by the Manager/Health Center Manager depending upon the circumstances. Employees may apply accrued, unused Paid Time Off during otherwise unpaid bereavement leave.

ARTICLE 33 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. For periods of closure in excess of two (2) full work days, full-time and regular part-time staff who cannot be assigned to another work location may apply accrued PTO to the closure period. If the closure period extends beyond one week, employees will be given the option of applying accrued PTO or collecting unemployment.

**ARTICLE 34
LEAVES OF ABSENCE**

34.1 **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 Employer will waive the requirement that an employee work at a location where the Employer has at least 50 employees within 75 miles and employees are eligible for sixteen (16) weeks of leave, rather than twelve (12). The Employer will administer any leave requested or granted pursuant to the FMLA in accordance with the applicable law and regulations.

34.2 **NY 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.

34.3 Education Leaves.

a. Following completion of one (1) year of continuous service, an employee may apply to the Employer for a leave of absence of up to six (6) months for educational purposes provided that (i.) the Employer determines that the education is directly applicable to the employee's current position or another Employer 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 Employer and must be approved by the Employer'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 Employer 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.

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 35
JURY DUTY**

35.1 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.

35.2 Employees who are required to appear in court, in cases related to his/her employment at the Employer, 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 36
UNION REPRESENTATION**

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

36.2 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 38, Grievance Procedure, preliminary to an arbitration hearing date, if such meeting(s) exceeds total combined time of two (2) hours in one (1) week.

36.3 The steward shall be required to obtain approval from his/her immediate supervisor prior to leaving his/her work station 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 work station and supervisor promptly after completion of Union business.

36.4 The Union may designate one (1) employee 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.

36.5 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.

36.6 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 37 MILITARY LEAVE

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

V. GRIEVANCES

ARTICLE 38 GRIEVANCE & ARBITRATION PROCEDURE

38.1 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.

38.2 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; 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.

38.3 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.

38.4 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.

38.5 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.

38.6 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.

38.7 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.

38.8 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.

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

38.10 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.

38.11 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.

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

VI. MISCELLANEOUS

ARTICLE 39 REIMBURSEMENT OF EXPENSES

The Agency will reimburse for mileage in accordance with Article 40, 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.

ARTICLE 40 MILEAGE REIMBURSEMENT

40.1 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.

40.2 The Agency 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 41
TERMINATION OF EMPLOYMENT**

An employee shall be paid for all unused, earned PTO upon lay-off or voluntary resignation with two (2) weeks' notice.

**ARTICLE 42
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 43
SECURITY CAMERAS**

43.1 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.

43.2 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.

43.3 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.

43.4 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 44
CONTRACTING OUT WORK**

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

**ARTICLE 45
NONDISCRIMINATION**

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

**ARTICLE 46
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 47
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 48
TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st day of July, 2018, and shall remain in full force and effect through the 30th day of June 2019, 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.

IN WITNESS WHEREOF, the Employer 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

Susan Jarrett
Bargaining Committee
Representative

Date

Memorandum of Understanding #1

Planned Parenthood of Central and Western New York, Inc. and the Communications Workers or America, AFL-CIO agree to the following:

For the time period of July 1, 2018 to June 30, 2019, and with respect to health insurance under Article 21 of the collective bargaining agreement between Planned Parenthood of Central and Western New York, Inc. and the Communications Workers or America, AFL-CIO (Patient Services Specialists), the Employer will contribute 100% of the cost of single coverage for Jennifer Benten and Carol Holzerland. The Employer will contribute the same amount it would contribute for single coverage for the selected Plan toward two-person and family coverage for the selected Plan and the balance is the responsibility of the employee.

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

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

Name

Name

Title

Title

Date

Date

**Communications Workers of America, AFL-CIO
&
Planned Parenthood of Western and Central New York
2018 Contract Negotiations
Professional & Medical Clerks Bargaining Units**

**Union Proposal: Parking (# 2)
Date Presented: 4-18-2018**

**Memorandum of Understanding between Planned Parenthood of Central and Western
New York, Inc. and Communications Workers of America, AFL-CIO relating to
Parking Lottery System**

The union and the employer recognize that at PPCWNY's Main Street Buffalo location (only) there is a limited number of staff parking spaces available in the patient parking lot. In order to make an equitable way for employees to park in the lot attached to the building a monthly Lottery System will be implemented.

(1) The Agency may increase or decrease the number of spots available for employee use at any time, with thirty (30) day notice to the Union. The reason for changing the number of spots include but are not limited to patient or other operational needs, weather and accessibility requirements or guidelines.

(2) The Lottery System is open only to employees whose assigned home site is Main Street, Buffalo.

(3) Employees wishing to have the opportunity to use an employee-designated space must register for the lottery by submitting to their manager a completed Parking Lottery form, which will include the employee's name, department, vehicle make and model, license plate number, cell phone number and date. Employees are not required to participate, but only those employees who are registered may participate in the lottery system and park in the lot, if selected.

(4) Registrations open May 1, 2018. Lottery parking begins on June 1, 2018.

(5) Employees must submit a new form to their manager for any changes in vehicle, license plate or contact information at least one week prior to the lottery drawing.

(6) The manager will submit completed registration or change forms to the Director of Facilities and Security.

(7) On the last Friday of the month, all participating names will be entered into an online randomizing tool (<https://www.classtools.net/random-name-picker/>) and six (6) staff members will be chosen. The selected employees may use one space designated for employee use for one month beginning on the 1st of the immediately following month.

(8) The Agency will provide each selected employee one laminated hangtag. The hangtag must be displayed on the employee rearview mirror in such a way as to be visible from the outside of the vehicle. The hangtags must be returned to the Patient Service Assistant or designee on the last Friday of the month.

(9) If an employee no longer wishes to participate in the lottery, he or she must advise his or her Manager in writing. If the employee seeks to rejoin thereafter, he or she must complete a new registration form.

(10) Employees may not park in spots designated as patient parking.

(11) The designated handicapped-spaces are available to staff with proper permits at all times on a first come / first served basis, and they need not participate in the lottery.

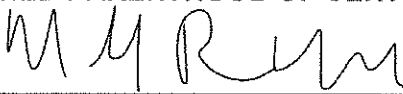
(12) All other employees (including staff from other sites) may park on Amherst Street or behind the roller rink (for as long as PPCWNY has permission from the owner of the building).

(13) Employees may move their cars to street parking closer to the health center or into the patient parking lot after 3:00 pm from November 1st – March 1st and 5:00 pm March 1st – November 1st. Managers will allow employees time to move vehicles, subject to patient or operational needs.

(14) If an employee has an issue with the lottery system, he or she may bring concerns to the attention of a Union steward.

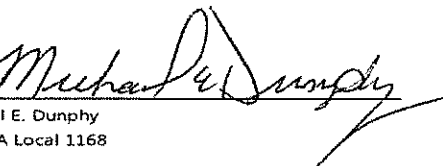
(15) Any security/safety issues must be promptly relayed to the Director of Facilities and Security, who will address the situation and forward the resolution/outcome to the LMC for review. Employees may also bring any safety/security issues to the Labor Management Committee (LMC).

PLANNED PARENTHOOD OF CENTRAL AND WESTERN NEW YORK, INC.

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Michelle Casey
CEO, PPCWNY

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

X 

Michael E. Dunphy
VP CWA Local 1168

4-18-2018

PPCWNY Parking Lottery Form
Buffalo - Main Street location only

Name: _____

Date: _____ Department: _____

Vehicle make: _____ Model: _____

License Plate: _____ Cell Phone # _____

*This form must be submitted every year by May 1st or when any changes to the information occurs and must be at least one week before the next lottery drawn to continue to participate in the lottery.