

AGREEMENT

BETWEEN

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

AND

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
(EASTERN PROFESSIONALS AND NON-PROFESSIONALS AND
WNY PROFESSIONALS AND PATIENT SERVICES SPECIALISTS)**

FEBRUARY 22, 2022 – DECEMBER 31, 2024

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AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of February, 2022, 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". Effective upon ratification, this Agreement governs the terms and conditions of employment for the Eastern Professionals and Non-Professionals, WNY Professionals, and WNY Patient Services Specialists Units, and the July 1, 2019-June 30, 2022, CBA governing the WNY Professionals and Patient Services Specialists Unit is terminated.

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 curtailment 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. The five (5) members of the Union shall be comprised of two members from the West Units, provided that both may not be Clinicians; one professional from the East; one non-professional from the East; and one member from Education/RESTORE. Meetings can be held with less than six (6) members attending only by mutual consent. The location of quarterly meetings will alternate between the East and West and the parties will permit remote attendance in lieu of travel by East members to the West and vice-versa.

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 location of quarterly meetings will alternate between the East and West and the parties will permit remote attendance in lieu of travel by East members to the West and vice-versa. 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.

- i. **For the Eastern Professionals and Non-Professionals Unit**, 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, Batavia, Warsaw, Geneseo, Brighton and Albion New York, including the positions of RESTORE Advocate and Education Specialist, Physician Assistant, Nurse Practitioner, Outreach & Education Specialist, Registered Nurse, and Care Coordination, 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, Batavia, Warsaw, Geneseo, Brighton and Albion New York, including the positions of Licensed Practical Nurse, Patient Care Assistant, Lead Patient Services Specialist and Patient Services Specialist (formerly known as Medical Records Clerks). 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.

- ii. **For the WNY Professionals and Patient Services Specialists Units**, whenever used in this Agreement, the term "employees" shall mean all full-time, regular part-time and part-time professional employees employed by the Agency at its facilities located in Niagara County and Erie County, including the positions of Clinician, Licensed Practical Nurse, Registered Nurse, Patient Care Assistant, Outreach and Education Specialist, Training Coordinator, Youth Site Coordinator, Patient Care Specialist, Care Coordination Nurse, and Care Coordination Specialist, and all full-time, regular part-time and part-time Patient Services Specialists (PSS) employed by the Agency at its facilities located in Niagara 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 and Case No. 3-RC-8769.

ARTICLE 5 UNION SECURITY

5.1 **Union Security.** All employees who are members of the Union on the effective date of this Agreement and all employees who wish to join the Union and do so after the effective date of the Agreement shall, as a condition of employment, remain members of the Union for the term of this Agreement; provided, however, that such persons may choose to discontinue such Union

membership without penalty at any time during a period commencing ten (10) days before the expiration date of the contract and ending with the actual termination of this Agreement or any extension thereof. The Agency will be given a current list of Union members upon request but not more than one time quarterly.

5.2 **Agency Shop Fee.** Employees who have not joined and do not wish to join the Union must, after they have completed thirty (30) calendar days of continued employment or on the execution date of this Agreement, if on that date they have been employed for thirty (30) calendar days, pay to the Union an agency shop fee and no other charges as a contribution toward the administration of this Agreement. Employees who choose not to join the Union may authorize the deduction of an amount equivalent to monthly dues on a form which is the same as that shown in this Agreement except it will substitute the words "an amount equivalent to monthly dues" for the words "the monthly dues and one initiation fee" in such authorization.

ARTICLE 6 PAYROLL DEDUCTION OF UNION DUES

6.1 The Employer agrees to make payroll deductions of Union dues and initiation fees or the equivalent of monthly dues when authorized to do so by the employee on a form set forth as follows in an amount as certified to the Employer by the Secretary/Treasurer of the Union and to pay over to the Secretary/Treasurer of the Union any amounts so deducted.

6.2 The Agency assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union shall indemnify and hold the Agency harmless from any and all claims, demands, actions, proceedings, or other liability arising out of or in connection with this Article, or the application or enforcement thereof. The Union agrees that once funds are remitted to it, or to any payee designated by it, the disposition of said funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Please Note: *The form is in the Appendix.*

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 their 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 them. 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 42.4 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 shall be 520 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 43 of this Agreement.

11.3 The employee's probationary period may be extended for up to thirty (30) days. The employer will notify the Union seven (7) days prior to any extension.

11.4 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. 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 their former position, if available, then in any open position for which they are 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 title or which results in an increase in the employee's base rate of pay. When an employee changes their job title, the rate of pay shall be based on their 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 from another bargaining unit or changes position, they will keep their original date of hire for all purposes.

15.3 Seniority shall be lost, and an employee shall be terminated when the employee:

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

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 their 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 same 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 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 their probationary period waived, and shall be deemed to have their original date of hire, adjusted for the period of actual separation from employment, for seniority purposes in calculating entitlement to wages, benefits and all 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 they 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 their performance. Any such statements must be first reviewed, initialed, and dated by the employee and the immediate supervisor.

ARTICLE 18 EVALUATION

A written evaluation of every employee's performance based on their 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 their 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 12:00 a.m. on Sunday of each week and end the following Saturday at 11:59 p.m. The normal workweek for fulltime employees will consist of at least thirty-five (35) hours and at least thirty-seven and one half (37.5) hours for the Patient Services Specialists (PSS) bargaining unit in the west.

19.2 The Employer will submit notice in writing to the Union for approval any proposed changes to health center operational hours if longer than a two-week period at least thirty (30) calendar days prior to its proposed implementation, unless the Employer itself does not have 30 days' notice of the need for the change, in which case the Employer 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) Education Department Staff: Work schedules and geographic location of work assignments must be posted at least one (1) week in advance of the time that the employee is expected to work. Posted work schedules may not be changed without the consent of the employee and responsible supervisor, unless required by (i) a customer's immediate need, in which case the Employer and the Education Department staff will work together to meet the need(s) and change the posted schedule, or (ii) an employee's unscheduled absence. The geographic location of work assignments may be temporarily changed after the posting of work schedules, as necessary, by the responsible supervisor. Notices of any changes will be given promptly to the employee. Routine time off requests must be submitted at least two (2) weeks prior to the above posting dates.
- (c) 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, they will be paid for the thirty (30) minutes

19.5 Employees who work at least a seven and one-half hour shift will be provided up to two fifteen (15) minute paid breaks. If patient needs and staffing considerations permit as determined by the Health Center Manager, the employee may be permitted to use part or all of their 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 one-half hours will be provided a one fifteen (15) minute paid break near the mid-point of the shift. An additional ten (10) minute break will be assigned to an employee who works a shift of more than ten (10) hours. These breaks are considered paid time and as such, employees will not be permitted to leave the property. Should employee leave the premises, employee must clock out.

19.6 Assignment to geographic locations within the bargaining unit, other than the home site, that have a lesser shift duration, will not result in lesser pay for that period, i.e., if the Employer is not able to offer "makeup" hours in that pay period, the employee hours will still be paid to them. Unless mutually agreed upon, "makeup" hours will not be offered on Saturdays or previously scheduled days off.

19.7 Travel time to geographic locations (other than the employee's home site) within their bargaining unit will be paid. Travel time is based on the standard driving time from the employee's home site to the assigned worksite as listed on the Employer's Mileage and Tolls between Sites matrix. All travel time exceeding sixty (60) minutes (each way) will be included in the employee's regularly scheduled shift duration, except when a differential is applied as per 19.11 (a) and (b) of this Article.

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 monthly 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 within their bargaining unit 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 Employer will seek volunteers from home site first, then other sites within the bargaining unit. If no employee volunteers within the same bargaining unit, the Agency will seek volunteers from a different bargaining unit. If the Agency receives no volunteers from the different bargaining unit, the Agency will seek coverage from non-Union sources (i.e., management, per diems, or temporary agencies). If none available, then the Clinician scheduled on-call for the week will be utilized as a last resort.
- b) for other positions, the Employer will seek volunteers from home site first, then other sites within their bargaining unit as necessary. If no volunteers are available from within the bargaining unit, then the Employer will seek volunteers from a different bargaining unit. If the Employer receives no volunteers from a different bargaining unit, the Employer will assign an individual from outside the bargaining unit at its discretion.

19.13 When an individual scheduled for weekday work does not work as scheduled, and it is determined by the Agency that coverage is needed, such work will be covered, subject to operational needs, as follows:

- a) first by volunteers from within the same bargaining unit. These volunteers will be paid fifty dollars (\$50) above the base rate per shift they volunteer to cover. The most senior volunteer(s) will be selected on a rotating basis.
- b) If no volunteers within the same bargaining unit, seeking volunteers from a different bargaining unit. These volunteers will be paid seventy-five dollars (\$75) above the base rate per shift they volunteer to cover. The most senior volunteer(s) will be selected on a rotating basis.
- c) then by assignment on a rotating basis the least senior employee from the remaining employees in the same bargaining unit.
- d) To be eligible for the shift differential, volunteers in (a) - (b) above shall work the hours of the covered shift, even if it differs from their regularly scheduled shift.

19.14 Employees cannot be assigned outside of their bargaining unit on a posted schedule unless they volunteer to do so. Volunteers will be paid any travel time that is outlined in this Article.

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 for employees in the Eastern Professionals and Non-Professionals Unit and the West Professionals Unit, and at least thirty-seven and one half (37.5) hours in a workweek for employees in the West Patient Services Specialists (PSS) Unit.

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**

See spreadsheet below for new minimum starting wages for each job title.

Approved Union Base Wage Chart

<i>Position</i>	<i>Min Start Wage</i>
Assistant Instructor	\$16.00
Bilingual Outreach & Education Specialist	\$21.00
Care Coordination and Qual Assurance Nurse	\$30.50
Care Coordination Nurse (FKA Follow Up Nurse)	\$29.50
Care Coordination Specialist	\$19.93
Clinician (NP, PA, NP Float)	\$47.09
College Advocate	\$19.00
Counselor	\$19.00
Counselor & Advocate	\$19.00
Crisis Advocate	\$19.00
Domestic Violence Advocate	\$19.00
Domestic Violence Coordinator	\$21.00
Education & Outreach Advocate	\$19.00
Educator & Teen Reality Theater Producer	\$25.00
Family Advocate	\$19.00
Lead College Advocate	\$21.00
Lead Family Advocate	\$21.00
Lead Patient Services Specialist	\$17.60
LPN	\$20.92
LPN Nurse Coordinator	\$20.92
Outreach & Education Specialist	\$19.03
Patient Care Assistant	\$17.60
Patient Care Specialist	\$19.00
Patient Services Specialist	\$16.50
Regional Lead Clinician	\$56.02
Registered Nurse	\$29.50
Registered Nurse II	\$32.50
RESTORE Advocate & Education Specialist	\$19.00
RESTORE Paralegal	\$21.83
RESTORE Therapist	\$25.64
Training Coordinator	\$22.92
Youth Site Coordinator (FKA Connection Coordinator)	\$19.00

Future Wage Increases. Employees must be employed at least 6 months to be eligible for increase.

Effective 1/1/23, 3% on employee's base rate.

Effective 1/1/24, 3% on employee's base rate.

- Weekend differential: \$1.50 per hour
- Preceptor Pay \$4.00 per hour (healthcare services only)
- Each Clinician performing Colposcopy will be paid \$25.00 per procedure.

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 Co-Pay Plan or Excellus Signature HDHP 1500, 3000, 6500, or their Excellus successor plans. For each employee choosing coverage under the Excellus Signature HDHP 1500, 3000, or 6500 plans (or applicable successor), the Employer will contribute to a Health Savings Account (HSA) of the employee's choosing per the attached schedule depending on the HDHP and coverage they select.

a) For full-time employees, the Agency will contribute:

- i. 80% of the cost of single coverage and 70% of the cost of two person and family coverage for those employees who choose the Excellus Signature Co-Pay Plan or Excellus Signature HDHP 1500 or 3000 plans (or the applicable successor); and
- ii. 100% of the cost of single coverage and 80% of the cost of two person and family coverage for those full-time employees who choose the Excellus Signature HDHP 6500 plan (or its successor).

b) For regular part-time employees, the Agency will contribute:

- i. 70% of the cost of single coverage and 60% of the cost of two person and family coverage for the Excellus Signature Co-Pay Plan or Excellus Signature HDHP 1500 or 3000 plans (or the applicable successor); and
- ii. 80% of the cost of single coverage and 60% of the cost of two person and family coverage for those regular part-time employees who choose the Excellus Signature HDHP 6500 plan (or its successor).

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

The Agency will make available to all full-time and regular part-time employees' dental coverage pursuant to a Plan selected by the Agency. The Agency will contribute 70% of the cost of single coverage and 50% of the cost of two person and family coverage. The Agency will deduct all employee contributions for dental coverage on a pre-tax basis unless otherwise specified by the employee.

ARTICLE 24
RETIREMENT PLAN

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

ARTICLE 25
LIFE INSURANCE

25.1 The Agency will provide to all full-time and regular part-time employees, without cost to such employees, group life insurance in the amount of the individual's prior year's gross income from the Agency, rounded up to the nearest \$1,000.

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

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

25.4 Eligible employees may purchase at their own cost additional life insurance on themselves or life insurance coverage on their spouse, dependent children, domestic partner, or any combination of the above in accordance with the provisions of the policy and subject to the underwriting requirements established by the insurance company.

25.5 Coverage ceases on the last day of employment. Upon termination, the employee may have the right to convert such group life insurance or supplemental insurance to an individual subscribership, in accordance with the provisions of the policy and subject to the underwriting requirements established by the insurance company.

25.6 The Agency reserves the right to change carriers at any time subject to reasonable notice to the Union provided such change does not result in a decrease of benefit.

ARTICLE 26 OTHER BENEFITS

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

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

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

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

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

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

ARTICLE 27 CALL-IN PAY

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

**ARTICLE 28
ON-CALL**

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.

- a) Two (2) clinicians will be scheduled on-call each week.
- b) One clinician will be designated to take call for the Eastern region health centers (Syracuse, Rochester, Brighton, Batavia, and Canandaigua) and one clinician will be on call to take calls from the Western region health centers (Buffalo, North Tonawanda, Niagara Falls, West Seneca and the Mobile Unit).

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) all full-time and regular part-time Clinicians will be scheduled for at least one on-call shift per year for the purposes of auditing and performance evaluations.
- c) on-call rotation will be scheduled in one-week increments
- d) if there is insufficient coverage, Clinicians from another bargaining unit may volunteer to pick-up on call;
- e) part-time and per diem Clinicians are eligible for inclusion in the on-call schedule, on a volunteer basis, if the need arises;
- f) Clinicians will not be scheduled on-call prior to 6 months from their start date unless approved by the Chief Medical Officer or Senior Director of Clinical Services.
- g) 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. Clinicians 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;
- h) 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 for each health center.

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 Medical Standards and Guidelines and policies.

28.9 Appropriate documentation of all patient correspondence while on-call will be put into the electronic health record or agency approved downtime forms as soon as possible after the call is taken but not later than the start of the next clinic day.

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 their Health Center Manger.

Outreach and Education Specialist on Call

At least one Outreach and Education Specialist will be assigned to be on call during the night shift hours when required to participate with groups on weekend overnight excursions. An Outreach and Education Specialist assigned to be on call will be entitled to 10% of the Outreach and Education Specialist's based rate, multiplied by the numbers of assigned hours of on call. Hours paid for on call shall not be considered as time worked for the purpose of computing overtime.

RESTORE ON CALL

Admin Backup – (ABU) 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.

- a) All bargaining unit staff (not including ABUBU staff) are required to take a minimum of 2 admin backup shifts per month.
 - i. One weekday night,
 - ii. one weekend: Friday night; Saturday (day and night); Sunday (day and night).
 - iii. Staff are expected to rotate weekend shifts within the quarter so that everyone gets one Friday, one Saturday, and one Sunday.
- b) There are times when more than two shifts will be expected, (example - short staff, extra days in the month, or holidays).
- c) Staff can sign up for shifts up to three months at a time after the monthly calendar has been posted and cleared by the Crisis Advocate.
- d) The Program Director will announce when the calendar has extra shifts available and staff may sign up for extra shifts.
- e) **Holiday admin backup-** All ABU staff are required to take at least two holiday shifts per year. Holiday shifts are chosen in early fall to allow staff to make plans for vacations, etc.
 - i. Shifts are chosen based on seniority, with two pick cycles to cover shifts for the following days:

1. New Year's Day (day and night), Martin Luther King Jr. Day (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), Juneteenth (day and night), Independence Day (day and night), Labor Day (day and night), Indigenous People's 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). Any additional PP Observed Holidays (day and night).
 - ii. These holiday on-call days are in addition to the requisite two shifts a month minimum.
 - iii. Holiday shifts which become vacant during the year due to staff turnover will be filled by new hires in the order they are hired.
 - iv. Holiday shifts not filled will be offered to both ABU and ABUBU staff by order of seniority.
- f) All admin back up shifts including holidays that are not covered will be offered to ABU staff based on seniority. Shifts that are not covered by ABU staff will be offered to ABUBU Staff (not simultaneously on ABUBU rotation) in order of seniority. Those shifts still vacant will be covered by managers.
- g) Admin backup pay is \$5/hour (regular rate) or \$8/per hour (holiday rate).
- h) Mileage for hospital and law enforcement calls during ABU shifts will be calculated from the actual location staff is in when they leave (home), to the hospital/police department.
- i) If staff take a hotline call lasting more than 15 minutes or if they need to go to a hospital or law enforcement office, they will also receive their hourly rate.
- j) Hours worked will be emailed to the Internal Engagement Manager for adding to the timesheet in Paylocity.

Admin Backup Back up (ABUBU)

Six ABUBU staff will be selected by most seniority.

- a) ABUBU is available as back up to the ABU staff to assist with unanswered hotline calls and/or hospitals calls when Volunteer Advocate and/or ABU staff cannot be reached. The Director of Education & Outreach – RESTORE is available to assist ABU and ABUBU staff at all times
- b) In limited circumstances the ABUBU will be expected to go to a hospital call
- c) ABUBU shifts run two weeks at a time, with limited exceptions. Two-week shifts will run parallel to pay periods. ABUBU shifts will be selected quarterly. ABUBU staff are eligible to pick up remaining ABU shifts after the 21st of the previous month.
- d) ABUBU shifts are chosen on a rotation basis with each staff member taking a minimum of four shifts per year, with the possibility of more as needed, due to vacancies. For example, ABUBU staff #1 selects, ABUBU staff #2 selects, ABUBU staff #3 selects first selection cycle. Then ABUBU staff #2, ABUBU staff #3, ABUBU staff #1 selects next selection cycle.
- e) Should an ABUBU staff leave RESTORE, the vacant ABUBU spot will be filled based by the staff member next on the seniority list.
- f) A staff person on an ABUBU shift is unable to simultaneously cover an ABU shift.

Rate of Pay – (ABUBU)

- a) ABUBU while on-call will receive a flat rate of \$200 per-week (ABUBU rate)
- b) ABUBU will receive their regular hourly rate in addition to the ABUBU rate should they need to work for more than 15 minutes.
- c) If staff takes a hotline call lasting more than 15 minutes or if they need to go to a hospital or law enforcement office, they will also receive their hourly rate.
 - i. Hours worked will be emailed to the Internal Engagement Manager for adding to the timesheet in Paylocity.

**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 SEVERANCE

Any employee 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 31 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 by completing a registration form.

Please Note: *The form is in the Appendix 2 Part 1 & 2*

IV. HOLIDAYS, PAID TIME OFF AND LEAVES

ARTICLE 32 SICK TIME

32.1 There shall be no further hours added to any employee's long-term sick bank. Employees from the West Professionals unit hired prior to August 15, 2016, and Employees in the East hired prior to December 3, 2015, will retain for future use any remaining hours that had accrued in their sick time bank prior to the respective dates above. These hours may be used in cases of illness, injury or medical appointments of the employee, their child, or their spouse. Once an employee who was hired before August 15, 2016, exhausts all of the remaining sick time in their bank, they are entitled to no further sick time.

32.2 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.

32.3 Employees who are going to be late or absent from work under this Article must personally contact and speak directly with their immediate supervisor at least two (2) hours before the employee's scheduled start time. If an employee is unable to speak directly with their immediate supervisor, then the employee must leave a voice mail or text message. A reason for absence or tardiness must be provided at this time.

32.4 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.

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

ARTICLE 33 HOLIDAYS

33.1 Full-time employees and regular part-time employees who work on average at least twenty (20) hours per work week will receive the following ten (10) paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

33.2 Full time and regular part-time employees will receive holiday pay based on the number of hours that the employee is regularly scheduled to work.

33.3 The Agency will schedule patients in order to allow employees to leave work no later than 5:00 p.m. on the day preceding Independence Day, Thanksgiving Day, and New Year's Day subject to unanticipated patient care needs. The Agency has discretion to adjust site hours on

these days. Employees will not lose pay for a shorter workday if the Agency does not adjust site hours.

33.4 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 their 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.

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

33.6 Employees must work their last scheduled workday immediately preceding and their first scheduled workday immediately after a holiday to be eligible for holiday pay, unless the Employee received advance written approval to use PTO on such day(s).

33.7 Employees will receive holiday pay if the unapproved absence is due to the following circumstances impacting the staff member or their spouse, domestic partner or dependent:

- an unexpected health emergency resulting in hospitalization that is documented by a medical provider;
- infection control (e.g., COVID-19, pink eye, flu) and the illness is documented by a medical provider;
- the staff member is on a protected leave such as FMLA, PFL, PSL or NYS disability. The Agency may request documentation to validate the leave, if permitted by law; or
- a travel ban due to extreme weather.

33.8 Each regular full and part time employee who has at least sixteen (16) years of continuous employment by the Agency shall be entitled to one floating holiday per contract year. Employees who have used their floating holiday already, will have one in 2022. Employees who have not yet used their floating holiday will have one to use before July 1, 2022, and one to use before December 31, 2022. The holiday must be requested in writing six (6) weeks in advance. The granting of the holiday is subject to operational needs but shall not be unreasonably denied. There is no carryover of an unused floating holiday.

**ARTICLE 34
PAID TIME OFF**

34.1 "Legacy" employees are those employees (1) in the Eastern Professionals and Non-Professionals Unit that were hired prior to January 1, 2016; (2) in the WNY Professionals Unit that were hired prior to August 15, 2016; and (3) in the WNY Patient Services Specialists Unit that were hired prior to July 1, 2015. "Non-Legacy" employees are all other employees.

34.2 Full-time and regular part-time "Legacy" employees are eligible for Paid Time Off (PTO) according to the following schedule:

Legacy PTO Plan				
Length of Service	EAST			WEST
	Unlicensed Health Center Staff	Nurses / Program Staff	Clinicians	ALL Classifications
	Maximum Hours	Maximum Hours	Maximum Hours	Maximum Hours
Beginning of 6 th Year through end of 10 th Year	216	256	296	296
Beginning of 11 th Year through end of 15 th Year	216	256	296	296
Beginning of 16 th Year +	256	296	296	296

34.3 Full-time and regular part-time **Non-Legacy** employees are eligible for Paid Time Off (PTO) according to the following schedule:

Non-Legacy PTO Plan			
Length of Service	Unlicensed Health Center Staff	Nurses / Program Staff	Clinicians
	Maximum Hours	Maximum Hours	Maximum Hours
Date of Hire through end of 5 th Year	120	160	200
Beginning of 6 th Year through end of 15 th Year	160	200	240
Beginning of 16 th Year +	200	240	240

34.4 Accruals.

- (a) 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 the default annual number of hours that the employee is regularly scheduled to work.

The intent is to establish a flat amount of accrued PTO per pay period throughout the year. Each pay period, 1/26 of the employee's applicable maximum number of annual accrual hours will be credited to the PTO bank. An employee's maximum annual hours accrual depends on the number of hours that they are regularly scheduled to work per week. The hours in the tables above represent the maximum annual accrual based on a full-time weekly schedule of 40 hours. An employee who is regularly scheduled to work less than 40 hours per week will have a lower prorated maximum annual accrual and thus a lower per pay period accrual.

- (b) Quarterly the Agency will review employees time worked inclusive of time in (c.) below and will adjust the accrual up or down based on this review. If an employee consistently (i.e., more than six consecutive work weeks or 75% of a twelve (12) week period) works more/less hours per week than their originally assigned default number of regularly scheduled work hours, the employee may request adjusting their regularly scheduled hours with their manager, who would then submit an Employee Action Notice form to the HR department, so that the Agency can update the employee's default hours and PTO accrual plan. Accrual rates for employees who change status (i.e., regular part-time to full-time or vice-versa) will have the default accruals adjusted with the change of status.
- (c) PTO is accrued every (i.) pay period worked, (ii.) any pay period in which the employee did not work but received pay; and (iii.) any pay period in which the employee did not receive pay due to an approved unpaid protected leave (specifically, PSL, PFL, COVID-19 leave, and FMLA, up to the legally required annual maximums). The Agency will consider in its discretion exceptions for other leaves (such as short-term disability) upon the employee's request and each case will be evaluated on a case-by-case basis. In the case of iii., any PTO which is accrued will be deposited upon the employee's return or upon their departure (if eligible for PTO payout in accordance with this Agreement).

34.5 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. The accrual methodology set forth in 34.4 above will take effect in the second full pay period after the ratification date. PTO hours in the employee's PTO bank prior to ratification will be carried over to the employee's new PTO bank created upon the effective date of the new accrual methodology.

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

34.7 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 Agency 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.

34.8 When there is a conflict in PTO selection between two or more employees, the highest seniority date shall govern. However, effective April 1, 2022, for an employee's bargaining unit seniority to be the determining factor for PTO to occur between summer prime-time dates of June 1st through September 15th, the PTO request must be submitted by April 1st. The Agency will approve only a maximum of three (3) weeks of PTO (based on their regularly scheduled work week) summer prime-time PTO per employee. All employees will be entitled to at least one week of PTO during summer primetime (based on their regularly scheduled work week). If someone is denied their first choice for summer primetime by seniority, they will be offered from the remaining summer primetime before anyone less senior in their bargaining unit is approved. Summer prime time in addition to what is outlined above may be requested as outlined in section 33.7 above.

34.9 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.

34.10 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. This time off is granted only in full shift increments.

34.11 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.

34.12 Unscheduled absences must be reported to the employee's supervisor at least two (2) hours prior to the start of the employee's shift, unless otherwise prohibited under New York Paid Sick Leave law.

34.13 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 their 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.

34.14 At the close of the PTO year, employees may carryover a maximum of their annual accrual of PTO. This carryover time can be used at any time the following calendar year.

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

34.16 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.

34.17 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.

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

34.19 Employees may use PTO in ¼ (.25) hour increments.

ARTICLE 35 PAID SICK LEAVE

35.1 **Accrual.** Beginning on their first day of employment, employees accrue one hour of paid sick leave ("PSL") for every thirty (30) hours worked up to a maximum of fifty-six (56) hours per calendar year. For 2022, the Agency will deposit fifty-six (56) hours into a new PSL bank for each employee within two (2) pay periods following ratification. Any time off an employee has used between January 1, 2022, and the ratification date for PSL-qualifying reasons will be deducted from the new PSL bank and credited to the employee's PTO or sick bank from which the time was deducted. Furthermore, employees will begin earning PSL at the rate of one (1) hour for every thirty (30) hours worked effective the first pay period following ratification, up to fifty-six (56) hours for the remainder of 2022.

35.2 **Use.** Employees are permitted to use up to fifty-six (56) hours of accrued but unused PSL each calendar year regardless of the amount employee may have carried over from previous

years. Leave can be taken in increments of one-quarter (0.25) hour. When using PSL, employees are responsible for accurately completing their timesheet and submitting it in a timely fashion.

35.3 Reasons for Use. Employees may use accrued PSL for any reason permitted under the New York State Paid Sick Leave Law, which include the following reasons impacting the employee or a member of their family for whom they are providing care or assistance with care:

Sick Leave

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.

Safe Leave

- For an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:
 - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
 - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - to file a complaint or domestic incident report with law enforcement;
 - to meet with a district attorney's office;
 - to enroll children in a new school; or
 - to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

An individual is not eligible for safe leave where that individual has committed such domestic violence, family offense, sexual offense, stalking¹ or human trafficking, regardless of any family relationship.

35.4 Notice. Employees must notify their supervisor, verbally or in writing, prior to using PSL. Requests to use leave for legitimate PSL reasons will not be denied unless employee fails to provide prior notice or employees do not have available PSL.

35.5 Pay. PSL will be paid at an employee's regular rate or the applicable minimum wage, whichever is greater.

35.6 Carryover. Any accrued, but unused PSL will be carried over into the next calendar year without limitation. However, employees may not use more than fifty-six (56) hours of PSL in one calendar year. The Agency does not offer pay in lieu of taking PSL.

35.7 Termination. Employees will not be paid for any accrued but unused PSL upon termination of employment, with the exception of (i) those employees in the WNY Professionals Unit hired prior to August 15, 2016 and (ii) those employees in the Patient Services Specialists Unit hired prior to July 1, 2015, who will be paid up to fifty-six (56) hours of accrued, unused PSL upon layoff or resignation with the requisite notice pursuant to Article 46 (Termination of Employment).

35.8 Interaction with Other Leaves and Benefits. PSL will run concurrently with leave taken under Family and Medical Leave (FMLA) or any applicable federal and state law or Agency policy, to the maximum extent permitted by law.

35.9 Documentation. The Agency may request documentation from employees to confirm their eligibility to take PSL, if permitted by law. However, in no event will the Agency require employees to provide confidential information, such as the nature of an illness, its prognosis, treatment or other related information, or details or information related to an absence from work due to domestic violence, a sexual offense, a family offense, human trafficking, or stalking.

35.10 Misuse of Leave. An employee who abuses the leave under Article, uses PSL for purposes other than those provided under this Article, or who lies in connection with taking such leave, will be subject to disciplinary action, up to and including termination.

35.11 No Retaliation. The Agency will not discriminate or retaliate, or tolerate discrimination or retaliation, against any employee who legitimately requests or uses PSL.

35.12 Law. This Article is intended to comply with and will be administered in accordance with the New York State Paid Sick Leave Act (New York Labor Law Section 196-b) (the "Act"). The provisions of the Act are incorporated to this provision. For additional information, see

<https://www.ny.gov/programs/new-york-paid-sick-leave>. This provision is subject to change if applicable law changes during the term of this Agreement.

ARTICLE 36 CAREER DEVELOPMENT

36.1 Professionals and licensed 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.

36.2 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.

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 37 BEREAVEMENT

37.1 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, in loco parentis, dependent co-parent, or legal guardian, an employee will receive three (3) regularly scheduled workdays 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 workdays off without pay. An employee may apply accrued, unused Paid Time Off for the two (2) additional days. The employee will be paid only for their regular hours of work.

37.2 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.).

37.3 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 38 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) workdays 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 39 LEAVES OF ABSENCE

39.1 **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.

39.2 **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.

39.3 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 equivalent 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; (ii.) the employee produces evidence of acceptance to the qualifying program; and (iii.) employee has not received within the past six (6) months written warning or a "did not meet expectations" on the most recent performance review.
- (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 their former position, if available, or to another open position in the bargaining unit for which he/she is qualified.

ARTICLE 40
JURY DUTY

40.1 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 their regular duties. During the period of jury duty, and for a maximum two (2) week period for petit jury or thirty (30) day period for grand jury, an employee will receive the difference between compensation for such duty and their regular Agency wages or salary, subject to official documentation of the number of days jury service was rendered.

40.2 Employees who are required to appear in court, in cases related to their 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 41
UNION REPRESENTATION

41.1 For the West, the Union may designate three (3) Professionals (provided that at least one representative is from Education) and two (2) Patient Services Specialists (PSS) as representatives from the bargaining unit to carry out the legitimate business of the Union.

41.2 For the East 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.

41.3 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 42, 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.

41.4 The steward shall be required to obtain approval from their immediate supervisor prior to leaving their workstation or otherwise using work time pursuant to Sections 1 & 2. Where possible, the steward shall seek such approval at least twenty-four (24) hours in advance. The steward shall report back to their workstation and supervisor promptly after completion of Union business.

41.5 **For the West**, the Union may designate three (3) employees (two from the Professionals unit and one from the Patient Services Specialists unit) 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 5 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.

41.6 **For the East**, 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 6 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.

41.7 The Agency, at the request of the Union, will grant up to an additional six (6) combined regularly scheduled workdays 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.

41.8 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 42 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 43 GRIEVANCE & ARBITRATION PROCEDURE

43.1 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.

43.2 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.

43.3 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.

43.4 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 their 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:

1. Requests arbitration identifying the grievance and including whatever forms are required by the arbitration service; and
2. Requests the arbitration service to send to each party a list of seven (7) names of arbitrators.

43.5 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.

43.6 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.

43.7 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.

43.8 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 their 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.

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

43.10 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.

43.11 If a grievant assert that the interests of more than one employee are involved, the grievance maybe introduced directly at step two of this procedure.

43.12 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 44 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 45 REIMBURSEMENT OF EXPENSES

45.1 The Agency will reimburse for mileage in accordance with Article 45, 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.

45.2 The following shall constitute full reimbursement of expenses when authorized pursuant to Article 36, 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.

45.3 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.

45.4 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 46
MILEAGE REIMBURSEMENT

46.1 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.

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

- (c.) a schedule change requires the employee to report to work at a location other than their home site, from the employee's home site to their destination;
- (d.) the employee is required to report to work for a meeting on a sixth day within a work week, from their home to the meeting site; and
- (e.) for midday travel back and forth between sites for all miles traveled.

ARTICLE 47
TERMINATION OF EMPLOYMENT

47.1 An employee shall be paid for all unused, earned PTO upon lay-off or voluntary resignation with four (4) weeks' notice for LPNs, RNs, Physician Assistants and Nurse Practitioners; three (3) weeks for program/education staff; and two (2) weeks' notice for all other job titles, and provided the employee works the equivalent of the notification period prior to the effective date of the resignation and the effective date of resignation does not fall on a holiday or other non-work day.

46.2 Any employee who has a "Long-Term Sick Bank" balance will be paid out at the time an employee terminates employment for any reason and will be equal to up to one (1) week of the employee's regular work schedule for employees with less than 10 years of service and up to two (2) weeks after completion of 10 years of service.

ARTICLE 48
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 49
SECURITY CAMERAS AND INTERCOM AUDIO

49.1 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.

49.2 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.

49.3 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.

49.4 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

49.5 The Agency may record intercom audio at patient clinic entrances for security and training purposes. These recordings cannot be used for discipline.

ARTICLE 50
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 51
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 52
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 53 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 54 REFERRAL PROGRAM

53.1 The Agency believes that its own employees can identify qualified candidates for open positions. In order to encourage employees to refer candidates for job vacancies, the Agency offers a reward for referring qualified candidates who subsequently are hired.

53.2 Employees who refer qualified candidates (for regular full time and part time positions), who are subsequently hired, and employed for at least three months, are eligible for an initial referral bonus payment of \$250. Additionally, if the referred individual remains actively employed with Agency for at least twelve (12) months, the referring employee is eligible for a second bonus payment of another \$250 (up to \$500 total, per successful referral).

53.3 The referring employee must notify the referred candidate of the job vacancy and obtain the individual's consent to have their name submitted. Referred candidates must still follow the application process to be considered. For each qualified candidate referred, the referring employee must complete an Employee Referral Form and submit it to the Human Resources Department prior to the individual being hired.

53.4 All bonus payments will be paid through the payroll process, in compliance with IRS regulations, bonus payments will be subject to tax withholdings. The referring employee must still be employed with the Agency at the time the referral bonus payment is to be given. Referral bonuses are not paid for referrals of candidates who are retirees of the Agency, rehires, or persons returning from a leave of absence.

53.5 The Agency reserves the right to deny bonus payments to any employee who improperly makes promises or assurances of employment to prospective or actual candidates.

ARTICLE 55
SERVICES CONSOLIDATION

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

**ARTICLE 56
TERM OF AGREEMENT**

This Agreement shall be effective as of the **22nd day of February 2022** and shall remain in full force and effect through **31st day of December, 2024** 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 Agency and the Union have executed this Agreement as of the **22nd day of February 2022**.

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

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

Michelle Casey 8/24/22
Michelle Casey
Chief Executive Officer
Date

John E. Klein 8/11/22
John E. Klein
Staff Representative CWA
Date

Ulanda Frank 8/11/22
Ulanda Frank
Vice-President
CWA Local 1168
Date

Leigh Quenasse 8/24/22
Leigh Quenasse
Bargaining Unit Member
CWA Local 1168
Date

Lauren Berger 8/24/22
Lauren Berger
Bargaining Unit Member
CWA Local 1168
Date

Adrienne Woike 8/11/22
Adrienne Woike
Bargaining Unit Member
CWA Local 1168
Date

Barbara Sambolec 8/12/22
Barbara Sambolec
Bargaining Unit Member
CWA Local 1168
Date

MEMORANDUM OF UNDERSTANDING

The Communications Workers of America, AFL-CIO (hereinafter "Union") and Planned Parenthood of Central and Western New York, Inc. (hereinafter "Employer") hereby agree to an extension of the collective bargaining agreement (Eastern Professional and Non-Professional) effective January 1, 2019, to December 31, 2021 previously extended to January 31, 2022 for a period of fifteen (15) days to February 15, 2022. This extension covers all Articles and Provisions unless otherwise specified in this agreement and its attachments. Provided that the parties reach full tentative agreement on a successor CBA on or before February 15, 2022, and the successor CBA is ratified on or before February 28, 2022, each current employee who is in a position that has an increased starting minimum wage will receive the equivalent percentage wage increase (associated with their bargaining unit) effective April 1, 2022.

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

PLANNED PARENTHOOD OF CENTRAL
AND WESTERN NEW YORK, INC.

_____/_____/_____
Date

_____/_____/_____
Date

APPENDIX

APPENDIX 1 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 their 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 their 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	

AFFIDAVIT OF DOMESTIC PARTNERSHIP

Declaration

We, _____ (Enrollee) and _____
(Domestic Partner) certify that we are domestic partners in accordance with the following criteria
and affirm that on or about _____, _____, we entered into a Domestic
Partner relationship and are living together in a Domestic Partner relationship.

Domestic Partner Criteria

We declare, under penalty of perjury that we meet all of the following criteria:

- We are eighteen years of age or older and unmarried; and
- We are not related by blood in any manner that would prohibit legal marriage; and
- We have assumed mutual obligations for the welfare and support of each other; and
- We have been sharing a common residence and living together as a couple in the same household; and
- We are each other's sole domestic partner.

Change in Domestic Partner Status

We acknowledge that, in the event we no longer meet one or more of the criteria set forth above, we will no longer be considered Domestic Partners and will immediately file an Affidavit of Termination of Domestic Partnership form with the Planned Parenthood of Central & Western NY Human Resources office. The Partner and any dependents of the Domestic Partner will no longer be eligible for coverage under the Planned Parenthood of Central & Western NY benefits programs but may elect temporary continuation of coverage under the continuation of coverage provisions of COBRA.

Other Acknowledgements

We declare, under penalty of perjury, that all of the information we have provided on this form is true and correct.

I, the Enrollee, understand that any false or misleading statement made in order to receive benefits for which I do not qualify will subject me to financial responsibility for any benefits paid on behalf of my domestic partner and such partners' dependents and disciplinary action up to and including termination of employment and possible charges of fraud.

Employee Information

Domestic Partner Information

Name (printed)

Name (printed)

Social Security Number

Social Security Number

Date of Birth

Date of Birth

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Signature

Signature

Date Signed

Date Signed

DEPENDENT TAX AFFIDAVIT
FOR ENROLLING A DOMESTIC PARTNER IN THE PLANNED PARENTHOOD OF CENTRAL &
WESTERN NY HEALTHCARE PROGRAMS

Declaration

I, _____ (Enrollee), certify that my domestic partner,
_____ (Domestic Partner), fully qualifies as my dependent under
Internal Revenue Code (IRC) Section 152(a)(9).

In addition, the following child(ren) of such Partner fully qualify as my dependent under Internal
Revenue Code (IRC) Section 152(a)(9).

_____ (Domestic Partner's Child 1)
_____ (Domestic Partner's Child 2)
_____ (Domestic Partner's Child 3)
_____ (Domestic Partner's Child 4)

I understand that if my partner's dependent status or the status of such Partner's child(ren) under
IRC Section 152(a)(9) changes at any time during the year, I will be responsible for reporting and
paying tax on any resulting imputed income. If this should occur, I will notify the Planned
Parenthood of Central & Western NY Human Resources Office immediately. I, the Enrollee,
understand that any false or misleading statement made in order to receive benefits for which I do
not qualify will subject me to financial responsibility for any benefits paid on behalf of my domestic
partner and such partners' dependents and disciplinary action up to and including termination of
employment and possible charges of fraud.

Employee Information

Name (printed)

Social Security Number

Signature

Date Signed