

**AGREEMENT
BETWEEN**

**PLANNED PARENTHOOD
OF
NEW YORK CITY, INC**

AND

**COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO**



December 8, 2004 - June 30, 2007

AGREEMENT

ARTICLE I PARTIES TO THE AGREEMENT

This Agreement is made and entered into as of this 8th day of December 2004 by and between PLANNED PARENTHOOD OF NEW YORK CITY, INC., hereinafter referred to as "Employer" or "Agency", and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE II RECOGNITION AND UNION SECURITY

(A) The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for the employees of the Agency whose positions were included in the certification by National Labor Relations Board in Case 2-RC-20526, as well as those positions agreed to by the parties thereafter, but excluding those employees of the Agency who were excluded therein as follows:

Included: All full-time and regularly scheduled part-time staff of the Employer, working for the Margaret Sanger Clinic who work seven (7) hours or more per week, including health care associates, business associates, matron housekeeper, counselors, maintenance employees, maintenance inventory employees, laboratory technicians, licensed practical nurses, ultra-sound technicians, and all full-time and regularly scheduled part-time registered nurses and laboratory technologists employed by the Employer, working for the Margaret Sanger Clinic, who work seven (7) hours or more per week.

Excluded: All other employees (including confidential employees, temporary and casual employees), and guards, and supervisors as defined in the Act.

Hereinafter, the term "employee(s)" shall refer only to the employee(s) whose positions were "included" in the certification, and who are also listed on Appendix B attached hereto.

(B) Within 30 (thirty) days after the effective date of this Agreement for employees who are presently employed and within 30 (thirty) days after their employment for all new employees, they shall choose either to join the union or to pay the equivalent of monthly dues and one initiation fee.

(C) The Employer will be given a current list of Union members and those employees who wish to pay the equivalent of Union dues on request but not more than once a month.

(D) The Employer agrees to make payroll deductions each pay period of Union dues and initiation fees when authorized to do so by the employee on a form as set forth as Appendix A 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 in Washington, D.C. any amounts so deducted on a monthly basis.

ARTICLE III **UNION BUSINESS**

(A) Bulletin Board - The Employer will designate one bulletin board in the employee lounge for use by the Union. The Union will only post informational materials appropriate for public review which will not adversely affect the work or purpose of the Agency. The bulletin board shall at all times carry a notice identifying it for "**Union Use only**". The signature (or facsimile signature) of a duly authorized Union official shall be affixed to every Union notice posted.

(B) Union Representation - Any employee covered by this contract is entitled, upon request, to have shop steward representation at any investigation with representatives of the Employer when the employee reasonably believes that discipline may result. It is understood that this request may be made at any time before or during said investigation. Such investigatory meetings will be held during the employee's regularly scheduled work hours and, if requested, during the shop steward's regularly scheduled work hours. (The shop steward's time at such investigatory meetings will not be counted against the time provided in subsection (D) below.)

(C) Accredited Union officers and representatives not employed by the Employer will have reasonable access to the Agency's premises, during regular working hours, to confer with management and/or properly designated members of the bargaining unit for the purpose of investigating and processing grievances. Such access will require prior notification of not less than twenty-four (24) hours to an affected employee's supervisor or other appropriate management representative. In an emergency situation, prior notification of 24 hours will not be required, provided that the Agency may deny access in light of patient considerations. The Union agrees to furnish the Agency with the name of the Union officer or representative who will be coming, the names of persons with whom the designated officer or representative will confer, and of any changes in intentions or plans after initial notification.

(D) Shop stewards designated by the Union may be granted time off, as set forth in subsections D(1) and (D)(2), below to carry out the legitimate business of the Union. Such time off shall be considered as time worked for the purpose of determining seniority and entitlement to wage increases.

- (1) The designated shop stewards may receive time off with pay up to a maximum of three (3) hours per week in the aggregate (and said weekly hours shall not accumulate) for the purposes of meeting on grievances under Steps B and C of Article XVIII and meeting with new employees under subsection (E) below. A written request for such time off shall be made to the shop steward's supervisor twenty-four (24) hours in advance, and, when possible, will not be unreasonably denied.
- (2) Any other time off for legitimate Union business granted pursuant to this section (D) will be without pay and the request must be reduced to writing on a form supplied by the Agency and submitted to the employee's supervisor twenty-one (21) days prior to the requested leave. Such requests will not be unreasonably denied. The Agency will not be required to grant a total of more than twelve (12) regularly scheduled work days off in any one contract year, exclusive of the three (3) hours per week as noted in subsection (D)(1) above.

(E) New employees shall be given up to one-half (1/2) hour during their first week on the job to meet with a shop steward for purposes of receiving a Union contract and an explanation of their rights and benefits. Such meeting shall be during both employees' regular shifts.

ARTICLE IV **EMPLOYEE STATUS**

(A) A regular full-time employee is one who is regularly scheduled to work thirty-five (35) hours in a work week.

(B) A regular part-time employee is one who is regularly scheduled to work less than thirty-five (35) hours but seven (7) or more hours in a work week.

(C) A "benefits eligible" employee is one who is regularly scheduled to work 21 or more hours per week.

(D) A temporary employee is one who is hired to do a specific job for a specific term of time lasting not more than six (6) months. At the end of six (6) months, if the temporary employee is still working for the Agency, the Agency agrees to make the temporary position a regular position, and immediately place the employee in the bargaining unit. Use of a temporary employee shall not result in an involuntary reduction in hours worked for any bargaining unit employee. The Union will be notified at the time that the Agency hires a temporary employee.

(E) A casual employee is one who works from time to time to cover absences or short-term work overloads.

(F) The persons engaged by the Agency shall be on trial or probationary basis for a period of ninety (90) days, and none of the provisions of this Agreement shall apply to such persons during such 90 day period, except holidays falling on their normal work schedule, Article II (B) and Article XIX. Upon notice to the Union, the Employer may extend the probationary period for an additional ninety days. During the probationary period, the provisions of Steps A and B but not Step C of Article XVII also shall apply to the probationary employee. If retained after the probationary period, such persons shall be considered as employees covered by the provisions of this Agreement, with a period of service retroactive to the date of their employment.

(G) Volunteers - There shall be no restrictions on the hours worked by volunteers.

ARTICLE V **SENIORITY**

(A) 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.

(B) Seniority shall be lost and an employee shall be separated from payroll when he/she:

- (1) resigns or quits;
- (2) is discharged for just cause;
- (3) retires with or without qualifying for benefits under the Employer's retirement plan or social security;
- (4) fails to report to work after notification of a recall from layoff to the employee's job title pursuant to Article XII;
- (5) is not re-employed by the Agency within one (1) year after layoff;
- (6) fails to report to work on three (3) consecutive scheduled workdays without notifying the Agency;
- (7) fails to return to work on the date that the employee is scheduled to return from any leave provided in this Agreement.

(C) Seniority lists - The Agency will, upon the execution of this Agreement, and annually thereafter, furnish to the Union a seniority list and will amend such list every six (6) months.

(D) For purposes of determining unbroken service, all leaves, paid or unpaid, which are authorized under this Agreement, shall be counted towards an employee's unbroken service.

(E) If a regular employee is re-hired by the Agency within one year after his or her separation from the payroll, his or her previous Agency seniority would be credited upon the completion of three additional years of unbroken service.

ARTICLE VI

PROMOTIONS AND TRANSFERS

(A) In an effort to encourage promotions and/or transfers of employees within the bargaining unit, the following procedure will be followed:

(1) When a position in the bargaining unit is vacant and the Agency determines that it is desirable to staff such position, the position will be posted in a prominent place for five (5) business days. The posting will include, at a minimum, qualifications, education and/or related experience requirements and a brief description of the job. Employees on leave or layoff shall receive a copy of the posting by U.S. mail, with a copy sent to the Union and the designated shop steward.

(2) Any employee may apply for the posted position within the five (5) business day posting period, by submitting a written application accompanied by a resume to the Human Resources Department.

(3) At the end of the five (5) business day posting period, the Agency shall review the applications. If only one candidate possesses the preferred qualifications, the Agency will promote or transfer that candidate. If more than one candidate possesses the preferred qualifications, the Agency will select in accordance with subsections (4) and (5) below. All candidates who do not receive the promotion or transfer will be given the reason for the decision. If the posting fails to provide a candidate who possesses the preferred qualifications for the posted position, the position may be filled from any source available.

(4) The Agency will select the candidate which it determines is most qualified for the position and will consider the following:

- a) Level and type of education applicable to and appropriate for the duties of the position;
- b) Training or experience appropriate to the duties of the position;
- c) Documented performance;

- d) Ability to perform all the duties of the position; and
- e) Short and long-range objectives for the development of the department.

(5) If two or more candidates are equally qualified for the position, seniority shall be the determining factor.

(B) (1) Promotion will be defined as a change in grade which results in an increase in the employee's basic rate of pay. When a position is reclassified due to a change in job duties or requirements, or if an employee is reassigned to a position in a different salary grade, an appropriate salary adjustment based on hiring range of the new position and the employee's experience may be made.

(2) During the first 90 days after the promotion, the promoted employee shall have the right to return to his/her former position, provided that the former position is still vacant (i.e., no person has been notified that he/she will be employed in that position) and that the former position has not been frozen. If a promoted employee is rated unsatisfactory during the first 90 days after the promotion, and if his or her previous position is still vacant, the employee may re-apply for it. If the old job is not vacant, then his or her employment, too, is normally at an end.

(3) In the event that the Agency decides to fill the position vacated by the employee who either (i) has already filled the position of the promoted employee or (ii) has been notified that he/she will be employed in the position of the promoted employee, the promoted employee may apply for the vacated position as an "internal" candidate either after his/her employment has ended under (1) of this section or during the first 90 days after the promotion.

(C) A lateral transfer shall be defined as a movement between job titles in the bargaining unit within the same grade, which does not result in an increase in an employee's basic pay.

(D) A demotion shall be defined as a change to a lower grade. A demoted employee shall have his/her new salary determined by the hiring range of the new position and the employee's experience.

(E) An employee who is temporarily promoted for more than two (2) weeks shall be paid commensurate with placement under section (B) above. An employee who temporarily fills the roll of Patient Flow Coordinator for a consecutive period of one (1) week or more shall be paid at a rate of \$18.00 per hour during such period.

(F) Every six months, the Agency shall furnish a list of all employees who have transferred or changed job classifications including both titles and the effective dates.

ARTICLE VII
NON-DISCRIMINATION

(A) The Agency currently maintains equal employment opportunity and workplace harassment policies generally applicable to all employees. Employees covered by this Agreement are covered by and subject to the terms of those policies.

(B) The Agency reserves the right to discontinue, amend or change the equal employment opportunity and workplace harassment policies. The discontinuance, amendment or changes in such policies shall be within the sole discretion of the Agency and there shall be no strike, boycott, interruption of work, stoppage, temporary walk-out, slow down or sympathy strike over any discontinuance, amendment or change. The Agency will discuss the impact of any discontinuance, amendment or changes with the Union.

(C) The inclusion of this article in the collective bargaining agreement between PPNYC and CWA is not meant to, nor should it be read to, abridge or limit in any manner the rights of employees covered by this agreement to pursue statutory rights arguably covered by this article in any other forum.

ARTICLE VIII
AFFIRMATIVE ACTION

It is understood that as the delegate agency of a Federal contractor, the Agency is legally required to practice personnel policies that are in complete accord with all requirements of Federal Equal Employment Opportunity laws and Executive Orders and is further required to carry out a policy of affirmative action.

ARTICLE IX
HOURS OF WORK AND OVERTIME

(A) The normal workweek for regular full-time employees shall consist of the equivalent of five (5) days of seven (7) hours each (including paid rest periods but excluding unpaid meal period) during the period from Monday to Saturday, both inclusive. The hours scheduled during a single day shall be consecutive, exclusive of unpaid meal period.

(B) (1) Employees shall be paid at their basic hourly rate for actual hours worked in excess of thirty-five (35) hours in a work week but less than forty (40) hours in a work week. The respective amount shall be paid in units of one-quarter hour for each quarter-hour worked in excess of thirty-five (35) hours in a week. For employees who are not exempt from the overtime provision of the Federal Wage & Hour Law (non-professional titles), overtime shall be paid at the rate of time and one-half the employee's basic hourly rate for actual hours worked in excess of forty (40) hours in a work week.

(2) Overtime must previously be requested and authorized by the employee's supervisor. If overtime is necessary to complete work, the Agency will request volunteers in the same job title. If the Agency does not get a sufficient number of volunteers, the Agency shall have the right to mandate overtime, provided it is assigned on an equitable basis, within job title and shift, and no employee may be assigned to work more than seven (7) hours of overtime in any work week. In situations in which the Agency assigns overtime, one hour of advance notice shall be given, except in cases of medical emergency.

(3) The following paid absences shall be considered as time worked for purposes of computing overtime: vacation days; holidays; paid jury duty days; bereavement days; missed lunch breaks; and Union time.

(4) If an employee who normally works on a five-day schedule is required by the Agency to work on a sixth day in a single week, the sixth day is paid at the overtime rate of time and one-half even if the time worked on the sixth day does not bring the total for the week over 40 hours.

(C) If patient needs and staffing considerations permit, each employee working a seven-hour shift will be assigned a fifteen (15) minute rest period with pay near the mid-point of the first one-half (1/2) of his/her shift and the second one-half (1/2) of his/her shift and each employee working a 4.0 hour shift will be assigned a fifteen (15) minute rest period with pay near the mid-point of his/her shift.

(D) Employees who work a six-hour or longer shift shall be scheduled for a sixty (60) minute unpaid meal break at an appropriate time near the mid-point of the shift. Employees who are not exempt from the overtime provision of the Federal Wage & Hour Law will be paid for authorized missed lunch breaks.

(E) Work schedules must be posted at least two (2) weeks in advance of the time the employee is expected to work. Work schedules may not be changed on less than two week's notice without the consent of the employee and responsible supervisor.

(F) All absences from work must be reported to the employee's immediate supervisor or his/her designee at least one-half hour before the employee's starting time. Failure to report on a timely basis may result in discipline to the employee.

(G) All staff are expected to be at their work area ready to work at the beginning of their scheduled day. All staff are required to notify their immediate supervisor by phone if they will be late to work; this notice is expected before the start of work. Employees are considered late if they do not arrive on time in their scheduled work area at the start of their scheduled shift or following meals.

ARTICLE X
WAGES

(A) The minimum starting rates for each job classification covered by this Agreement are set forth in Appendix C.

(B) Effective January 1, 2005, current employees who were on the payroll as of June 30, 2004 will receive a 2% increase in their base salary.

(C) Effective January 1, 2006 and January 1, 2007, current employees shall receive an increase equal to and on the same terms as the Agency derived average COLA given to its non-exempt non-union employees at 26 Bleecker Street.

(D) Notwithstanding the preceding, no wage increase shall be given to any employee who is on performance probation. An employee who successfully completes his/her performance probation and who would otherwise be eligible for an annual wage increase, shall receive a wage increase upon the completion of probation, but such increase shall not be retroactive.

ARTICLE XI
LAYOFF(S)

The following procedures shall apply to layoff(s):

(A) The Union shall receive thirty (30) calendar days notification of the Agency's decision to layoff, except where the layoff is caused by business circumstances that were not reasonably foreseeable as of the time that the notice would have otherwise been given or caused by a natural disaster.

(B) After receipt of notification, upon request, the Agency will meet with the Union to discuss the economic or other reasons for the layoff and will provide a list to the Union of who is being laid off.

(C) The Union shall have the opportunity to present voluntary alternatives to the layoff(s) to the Agency for its consideration.

(D) Before laying off regular full-time or regular part-time employees, the Agency will layoff temporary employees in the Job Group of the layoff provided that the temporary employees are not needed to meet scheduling needs after the layoff occurs.

(E) Layoff(s) shall be in inverse order of Job Group seniority in the Job Group (listed below) where the layoff (s) occur.

Job Group 1: Counselors

- Job Group 2: Business Associates
- Job Group 3: Health Care Associates/Clinical Surgical
- Job Group 4: Matron/Housekeeper, Housekeeper and Maintenance/Inventory Employees
- Job Group 5: Ultra-sound Technicians
- Job Group 6: Laboratory Technologists
- Job Group 7: Health Care Associates/Licensed Practical Nurses
- Job Group 8: Registered Nurses

In the event that an employee to be laid off in a Job Group has greater Agency seniority than an employee in any job title for which the laid off employee is qualified, said employee shall bump into that job title and the employee with the least Job Group seniority in the Job Group in which the bumping occurs, shall be laid off. In the event that this second employee to be laid off has greater Agency seniority than an employee in any job title for which this second laid off employee is qualified, said second employee and each successive employee so affected shall have the same bumping rights.

(F) Employees who have been employed six (6) months or more and who are permanently laid off shall be entitled to severance pay computed at the rate of one week's normal gross pay for each completed year of continuous employment in the bargaining unit (fractions of a year are pro-rated) up to a maximum of ten (10) weeks, salary.

ARTICLE XII

RECALL

(A) Prior to posting a vacancy or hiring a new employee for a position in a Job Group in which an employee is eligible for recall, the Agency shall recall employee(s) in the inverse order in which they were laid off. Notice of recall shall be given by certified mail.

(B) Recall rights exist for a maximum of one (1) year or for a period equal to the length of an employee's continuous service whichever is less. If an employee obtains other employment, enrolls in school or has other commitments, she/he retains recall rights.

(C) Employees are responsible for informing the Human Resources Department of their correct address and telephone number. At the time of their layoff, laid off employees shall fill out a form stating whether they desire to be notified under section (D) below of available positions scheduled for less than 80% of their previous normal scheduled hours. Any employee who requests such notification and refuses such a position shall lose their

recall rights. (If a laid off full-time employee is recalled to a part-time position, that employee remains eligible for recall to a subsequent vacancy for a full-time position.)

(D) In the event an employee is recalled, the employee shall have five (5) business days to notify the Agency of their intention of returning to work on the date specified by the Agency. If the employee does not notify the Agency within said five (5) business days, said employee shall lose his/her recall rights, and the next laid off employee shall be recalled. Notice shall be given by certified mail.

ARTICLE XIII VACATIONS

Vacation with pay shall be granted in each calendar year in accordance with the following schedule:

(A) Regular full-time benefits eligible employees working as Business Associate, Health Care Associate/LPN, Health Care Associate Clinical/Surgical, Matron/Housekeeper, Housekeeper, Maintenance Inventory Worker, Laboratory Technician, Ultra-Sound Technician:

Completed years of service	Vacation eligibility
less than one	1-1/4 days per month
one to five	15 days
five or more	20 days*

*Regular full-time benefits eligible employees who are on the payroll as of July 1, 1994 and who have completed five or more years of service shall be entitled to take up to 25 days of vacation.

(B) Regular full-time benefits eligible employees working as Registered Nurses:

Completed years of service	Vacation eligibility
less than one	1-2/3 days per month
one to five	20 days
five or more	25 days

(C) Regular part-time benefits eligible employees shall be granted vacation with pay on a pro-rated basis.

(D) (1) Employees may take vacation time as individual days or as a block of time as long as the time off is arranged to fit into Agency work schedules. The Agency reserves

the right to refuse the request of an individual employee for a specific time. To facilitate this, a dated memo from the employee, specifying the date(s) to be taken off, must be submitted for approval to the employee's supervisor and department head at least thirty (30) working days before the requested vacation is to begin. The Agency shall respond to the request within five (5) working days after the request is submitted.

(2) Vacation selection for peak vacation periods (i.e., June 15 to September 15, Christmas week, and Thanksgiving week) will begin February 1st. Employees are to complete their vacation requests form for these peak periods by March 1st. Seniority will be used to determine who is entitled to take vacations during these peak periods. Union members who do not exercise their right to pick vacation weeks in the prescribed period (February 1st to March 1st) will forfeit their right to bump other employees during these peak periods based upon seniority.

(E) Whatever accrued vacation time an employee is entitled to as of December 31, must be taken off by that date or be forfeited. In exceptional circumstances, with written approval of the supervisor and Vice President, no more than five (5) days may be carried forward by any staff member for more than ninety (90) days into the next January-December vacation accrual period.

(F) An employee shall receive any accrued but unused vacation as a result of separation from the payroll, whether initiated by the employee or the Agency.

(G) Vacation Pay - An employee entitled to vacation pay under this Agreement shall be paid at the employee's regular compensation rate. At the employee's request, three (3) weeks in advance, vacation pay shall be given prior to starting vacation.

ARTICLE XIV HOLIDAYS

Recognized Holidays - The following are recognized as paid holidays:

New Year's Day	Martin Luther King's Day
Memorial Day	Washington's Birthday
Labor Day	Independence Day
Thanksgiving Day	Columbus Day (celebrated on the Saturday after Thanksgiving)
Day after Thanksgiving	Christmas Day

When a Recognized Holiday falls on a Sunday: All units of the Agency are closed on an alternate day according to the established agency holiday schedule.

Benefits eligible full-time employees will receive a paid day off for each holiday.

Benefits eligible part-time employees are entitled to holiday compensation on a pro-rated basis for each holiday. Part-time employees who are not benefits eligible are paid only for hours they are normally scheduled to work.

If any of the recognized holidays fall during a benefits eligible full-time employee's vacation period, he or she is entitled to an extra day off. A vacationing benefits eligible part-time employee who would normally have worked that day is also entitled to equivalent holiday time off.

If the Agency decides to open on a recognized holiday, employees who work on the holiday shall be paid at a rate of time and one-half their regular rate of pay in addition to their holiday pay.

Unless on pre-approved vacation or other pre-approved absence, employees must be paid for the day before and the day after a holiday in order to be eligible to be paid for the holiday. Employees who are out sick the day before or the day after a holiday may be asked to present a doctor's note.

ARTICLE XV **PAID AND UNPAID LEAVE**

Personal Days - Regular benefits eligible full time employees are entitled to four (4) days (or 28 hours) of leave with pay each year. Each such employee with ten (10) years or more of service will be entitled to one (1) additional personal day per calendar year. The time accumulates at the rate of one day (or seven hours) for each three months of service, beginning with the first day of employment. Regular benefits eligible part-time employees are also entitled to personal leave, pro-rated according to the number of hours per week they are regularly scheduled to work. Any employee planning to take a Personal Day must submit a written request for approval to his or her supervisor and department head at least three (3) days in advance. It is not necessary to give any special reason for requesting this time off. In the case of an emergency, an employee may take a same-day personal day, provided that the employee speaks to the supervisor on duty before the beginning of his/her scheduled shift and provides documentation of the emergency upon request.

Any unused personal time cannot be carried over into the following year.

Jury Duty - Any regular benefits eligible full-time employee and a regular benefits eligible part-time employee who receives notification of service as a juror must notify his/her supervisor and the Personnel Department on the next scheduled workday after receipt of the notice and present the notification to his/her supervisor and the Personnel Department prior to serving on Jury Duty. Any such employee who serves as a juror shall receive his/her basic wages during the first three days of his/her service on jury duty; and after the first three days, he/she shall receive his/her basic wages, provided the employee turns over to the Agency any payment received as juror after the first three days of service.

Bereavement Leave - Regular benefits eligible full-time employees are entitled to a maximum of three (3) days (or 21 hours) of leave with pay and two (2) days of leave without pay, if it is made necessary by the death of anyone in the employee's immediate family, defined as parent (or parent-surrogate), child, spouse, domestic partner (including same sex relationships), brother, sister, grandparents, grandchildren, mother-in-law and father-in-law. Regular part-time benefits eligible employees are also entitled to Bereavement Leave, pro-rated according to the number of hours per week they are regularly scheduled to work. If more time off is needed for this purpose, it must be charged against accrued personal leave days or vacation days.

Personal Leave Without Pay - Regular benefits eligible full-time and regular benefits eligible part-time employees who have worked for the Agency for twelve (12) months and need to take a leave of absence up to six (6) months without pay for any purpose must send a written request to the Associate Vice President Clinical Operations/MSC Director and to Human Resources. The request must specify a definite date for the employee's return to work. Employees on a personal leave of absence, may request an extension of such leave by sending a written request for said extension to the Associate Vice President Clinical Operations/MSC Director, at least three (3) weeks prior to their original return date. The Agency will respond to such request within five (5) working days after the request is submitted.

ARTICLE XVI

FAMILY AND MEDICAL LEAVE

(A) The Agency currently maintains a Family and Medical Leave Act Policy and a Maternity/Paternity Leave Policy generally applicable to all employees. Employees covered by this Agreement are eligible for these benefits pursuant to the terms of those policies.

(B) The Agency reserves the right to discontinue, amend or change the Family and Medical Leave Act Policy and Maternity/Paternity Leave Policy. The discontinuance, amendment or changes in such policies shall be within the sole discretion of the Agency and there shall be no strike, boycott, interruption of work, stoppage, temporary walk-out, slow down or sympathy strike over any discontinuance, amendment or change. The Agency will discuss the impact of any discontinuance, amendment or changes with the Union. Interpretation or application of the policies shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE XVII

SICK LEAVE

(A) Regular full-time benefits eligible employees will accrue sick leave at the rate of one (1) day per month beginning with the date of employment. Regular part-time benefits eligible employees will accrue sick leave on a pro-rata basis. Employees will become eligible for use of paid sick leave following the successful completion of their probationary period.

(B) Regular full-time benefits eligible employees may accumulate up to a total of one hundred twenty (120) days of unused sick time. Employees will be assessed accumulated sick days equal to the number of days of pay reimbursed by the Agency pursuant to this Article.

(C) In the case of illness, when an employee's absence extends beyond the expiration of their accumulated sick leave, the remaining time off may be charged against accrued vacation days and/or personal leave days.

(D) In the event an employee becomes eligible to receive New York State Disability Insurance Benefits or Workers Compensation for the duration of his/her utilization of accrued Agency sick leave, the employee shall apply for and collect such benefits. The Agency will assess the employee's accumulated sick days for the difference between the insurance payment and the salary which they would otherwise receive.

(E) Sick leave may only be taken for personal illness or for illness to a member of the employee's immediate family permanently residing in the same household. ("Immediate Family" is defined as parent (or parent-surrogate), child, spouse, domestic partner (including same sex relationships), brother, sister, grandparents, grandchildren, mother-in-law and father-in-law.) To be eligible for paid sick leave, employees shall furnish an attending physician or nurse practitioner certificate (attesting to the nature and duration of the employee's or immediate family member's illness, injury or disease and indicating that the employee is able to return to work) when requested by the Agency to do so; provided, however, that the attending physician or nurse practitioner certificate shall not be requested for an absence of four (4) working days or less unless the Agency suspects that sick leave is being abused.

(F) To be eligible for sick pay, employees must personally speak to the supervisor on duty at least one (1) hour prior to the start time of their shift when they are unable to report to work for the day or are unable to report to work on time for the day. In the event of extenuating circumstances, where it is necessary for someone on behalf of the employee to speak to the supervisor on duty prior to the start of the shift, the employee must personally speak to the supervisor on duty during the shift.

(G) If an employee becomes ill before his or her scheduled vacation and is still on sick leave on the day the vacation was set to begin, new vacation dates will be arranged as feasible, given the employee's wishes, the timing of other employees, vacations, and the needs of the Agency. If any employee becomes ill while on vacation, the days of sickness cannot be deducted from vacation time and charged to sick leave.

ARTICLE XVIII
GRIEVANCE AND ARBITRATION

A "grievance" shall be defined as a dispute arising between the Union, the Agency or any employee.

Grievance Procedure

Step A: The Union shall submit the grievance in writing to the immediate supervisor or manager involved within ten (10) business days of the alleged grievance. The written grievance shall contain a concise statement of the alleged grievance and, if applicable, shall specify the provision(s) of this Agreement allegedly violated. Within ten (10) business days after the receipt of such written grievance, the immediate supervisor or manager shall meet with the grievant and the shop steward assigned to his/her department or, at the option of the Union, meet without the grievant but with the shop steward assigned to the grievant's department and another shop steward. The immediate supervisor or manager shall answer the grievance in writing within ten (10) business days after said meeting by mailing a copy to the Local Union Office and placing a copy in the "mailbox" of the Step A attendees.

Step B: If the grievance has not been resolved within ten (10) business days after the receipt of the Step A answer, there shall be a meeting between the grievant, the shop steward, the immediate supervisor, a representative from the Local Union office, and the Director of Human Resources or his/her designee (the "Director"). The Union has the option of substituting a second shop steward for the grievant. The Director shall answer the grievance in writing within ten (10) business days after said, meeting by mailing a copy to the Local Union Office and placing a copy in the "mailbox" of the Step B attendees.

Step C: If the grievance is still unresolved, and if the grievance alleges a violation of a particular provision of this Agreement, the Union may, with the agreement of the grievant, submit the dispute to the American Arbitration Association within thirty (30) business days after the receipt of the Step B answer. The costs of arbitration shall be borne half by the Union and half by the Agency; provided, however, notwithstanding the foregoing, counsel fees of the parties, expenses and costs of witnesses called by the parties, costs of preparation of evidence by the parties and costs of copies of the transcript ordered by the parties shall be borne solely by the parties incurring such costs or expenses.

If either party asserts that the "grievance" does not allege a violation of a particular provision of this Agreement, the question whether such "grievance" is properly arbitrable under this contract shall be first determined, either by agreement between the parties or by arbitration before the arbitrator. In such arbitration, the fact that the "grievance" has been dealt with under the contract grievance machinery, shall not be considered by the arbitrator in determining whether or not the "grievance" is arbitrable under the contract. The arbitrator shall issue a separate award with respect to arbitrability and his/her award shall precede consideration by him/her of the merits of the dispute. If the arbitrator finds the dispute arbitrable, he/she may, after issuing an award to that effect, proceed to hear and determine the merits of the grievance.

The arbitrator shall have no authority to modify, amend, alter, add to or subtract from this Agreement or any provision thereof. The decision of the arbitrator shall be final and binding.

The failure of the party asserting a grievance to follow this grievance machinery, to file a statement of the grievance, to hold a meeting of representatives, or to request the submission of such grievance to arbitration within the times specified above, shall, unless consented to in writing by the other party, be deemed an abandonment of the grievance. It is the intent of this provision that all grievances shall be taken up and disposed of promptly and that, unless taken up and followed promptly, shall be considered abandoned by the party asserting such grievance.

In the event that an arbitration hearing is held on a day that an individual grievant is regularly scheduled to work, the Agency will pay the individual grievant for the time that he/she is in attendance at the arbitration. (This paragraph shall not apply to the shop steward or witnesses.)

ARTICLE XIX **NO STRIKE - NO LOCKOUT**

The Agency agrees that during the life of this Agreement there shall be no lockouts, and the Union agrees that during the life of this Agreement there shall be no strikes, walkouts or stoppage of work or impeding the conducting of operations of the Agency for any reason whatsoever.

ARTICLE XX **HEALTH, INSURANCE AND PENSION BENEFITS**

(A) The Agency currently offers employee benefit plans providing medical, dental, long-term disability, short-term disability, accidental death and dismemberment and life insurance generally applicable to all employees. For regular benefits eligible full time employees and regular benefits eligible part time employees, the Agency agrees to contribute toward coverage on the same terms applicable to non-exempt non-union employees at 26 Bleecker Street. If, during the life of this agreement, the medical plans are amended to provide for coverage for regular part-time employees who are regularly scheduled to work less than twenty-one (21) hours per week but at least fourteen (14) hours per week, the Agency agrees to pay no less than 42.5% (forty-two and one half percent) per month towards the premium cost for such employees.

(B) Planned Parenthood Center Services - All medical and surgical services provided at PPNYC Centers are available to regular benefits eligible full-time and regular benefits eligible part-time employees at no charge other than the cost of supplies and/or laboratory work. A schedule of supply and lab test prices is available at each center. Employees covered by non HMO insurance plans must provide health insurance claim forms

from their health care provider and must agree to assign their benefits to PPNYC for reimbursement for services rendered.

(C) Pension Plan Current plan to continue as outlined in Personnel Policies.

(D) The Agency reserves the right to discontinue, amend or change the medical, dental, long and short term disability, accidental death and dismemberment, life insurance plans and pension plan. The discontinuance, amendment or changes in such plans shall be within the sole discretion of the Agency and there shall be no strike, boycott, interruption of work, stoppage, temporary walk-out, slow down, sick out or sympathy strike over any discontinuance, amendment or change. The Agency will discuss the impact of any discontinuance, amendment or changes with the Union. Interpretation or application of the plans shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE XXI AGREEMENT RIGHTS

(A) Except as expressly limited by a provision of this Agreement, the Agency retains the right to conduct its business, direct and control its operations and workforce and manage its affairs. The exercise of such rights shall not be subject to collective bargaining or arbitration unless in clear violation of an express provision of this Agreement.

(B) The Agency shall distribute a copy of its Employee Handbook to each employee covered by this Agreement and each employee shall sign an acknowledgment of receiving the Employee Handbook. In the event of a conflict between an express provision of this Agreement and any provisions of the Employee Handbook, this Agreement shall govern.

(C) The Agency may from time to time make such rules or regulations as it may deem necessary and proper for the conduct of its employees provided that such rules and regulations shall not be inconsistent with the express-written provisions of this Agreement. If the Union alleges that any rule or regulation for the personal conduct of the employees adopted after the date of this Agreement materially and adversely affects the working conditions of employees and is an unreasonable exercise of the Agency's right to make rules and regulations, then the reasonableness of such rule or regulation may be taken up by the Union as a grievance under Article XVIII and if the arbitrator finds such rule or regulation to be unreasonable, it shall be rescinded. The arbitrator shall not have the right, however, to amend or change such rule or to require the adoption of any rule or practice and his/her sole power shall be to order the rescission of the particular rule involved.

ARTICLE XXII
JOB DUTIES

(A) The Agency may assign additional duties to an employee, but only to the extent that the additional duties are job-related and consistent with the employee's own job description.

(B) If the Agency decides to make a substantial change in a present job description or create a new job description, the Agency shall, whenever feasible, notify the Union five business days before implementing the change or placing the new job description in effect. Should the Union disagree on the grade level assigned to the changed or new job description, the appropriate grade level shall be subject to grievance and arbitration, provided that the Union commences the grievance procedure under Article XVIII within ten business days after it receives notification. Nothing herein shall be construed to prevent the Agency from implementing the changes prior to arbitration. (In the event that no notification is received, the grievance must be filed within five business days after the Union or the employee knew or should have known of the change. In such event, if the arbitrator finds that the Agency has assigned an inappropriate grade level, the back pay remedy shall be limited to two months prior to the filing of the grievance.)

(C) Upon request, employees will fill-in for other employees, when there is an emergency, or when an employee is at lunch, or on leave of any other kind. Whenever feasible, the responsibility for filling in for other employees shall be rotated. The rotation of this responsibility shall not, however, be used to circumvent Article VI, Section E of this collective bargaining agreement.

(D) In an effort to communicate information to all staff, memos may be distributed to all individuals. Upon request, employees will acknowledge receipt of this information by signing for the memo with a copy of the memo being sent to the Union.

ARTICLE XXIII
EVALUATIONS AND PERSONNEL FILE

Evaluations shall be completed at least on an annual basis and at the end of the employee's initial probationary period and promotional probationary period. The evaluation shall be based on job related factors.

An employee has the right to review his/her Personnel File upon reasonable notice. An employee also has the right to enter a written rebuttal to any entry in his/her Personnel File.

ARTICLE XXIV
HEALTH AND SAFETY

(A) The Agency will use its best efforts to provide its employees with a safe and healthy work environment, and the Union and all employees will cooperate in the achievement of this objective.

(B) The Employer and the Union shall jointly maintain and support a safety committee.

(C) The safety committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the Agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The committee shall select a chairperson from among its members at each meeting. The chairpersonship of the committee shall alternate between the members designated by the Agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of the committee. The committee shall make its recommendations to the Agency head in writing.

(D) The safety committee shall meet for two hours on a quarterly basis or at other such meetings or times as are mutually agreeable to both parties. At least one week in advance of a meeting the party chairing the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

ARTICLE XXV
DISCIPLINE AND DISCHARGE

The Agency shall have the right to discipline and discharge employees for just cause.

ARTICLE XXVI
PREVIOUS AGREEMENT

All prior agreements or understandings as to conditions of employment heretofore existing between the Agency and the Union or between the Agency and its employees are superseded by this Agreement, and said agreements and all rights thereunder shall terminate in their entirety as of the date of the signing of this Agreement.

All grievances and disputes arising out of any actions taken by any of the parties hereto prior to the date hereof have been settled and disposed of, and no claim shall hereafter be made with respect to any such grievance or dispute in any court of law or of equity, of any other tribunal or before any administrative agency having jurisdiction.

This Agreement is intended to cover all matters relating to rates of pay, wages, hours and the terms and conditions of employment applicable to or affecting employees even though the same are not specifically mentioned in this Agreement and each of the parties hereto hereby releases and relinquishes the right to require the other party to bargain with respect to any and all matters which this Agreement is entitled to cover and with respect to all similar matters which are not but might have been within the knowledge of or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII
PROFESSIONAL DEVELOPMENT

(A) When an employee's attendance at training or educational sessions is directed by the Agency, such attendance will be without loss of pay and at the Agency's expense.

(B) (1) Regular full-time benefits eligible and regular part-time benefits eligible 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.

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

(C) If, in the opinion of the Chief Executive Officer or designee, funds are available and would be appropriately expended for activities approved pursuant to this Article, the Agency may determine that all or part of the time away from work shall be with pay and/or may authorize full or partial reimbursement of expenses associated with such activities.

ARTICLE XXVIII
REIMBURSEMENT OF EXPENSES, AND EMPLOYEE OWNED
AUTOMOBILE USE AND EXPENSE REIMBURSEMENT

(A) Reimbursement of Expenses: Reasonable expenses incurred by employees in the course of their work -- for travel, telephone, etc. -- are reimbursed by the Agency at least once a month on submission of an expense voucher. Routine travel costs to and from work are not reimbursable.

(B) Employee Owned Automobile and Expense Reimbursement: No employee is permitted to use his or her automobile on Agency business without prior approval

from the employee's supervisor. If there is no public transportation available, employees may use their personal automobile on Agency business provided they certify that they carry personal Automobile Liability Insurance of not less than \$50,000/\$100,000 Public Liability and \$500,000 Property Damage. The employee will receive a mileage allowance of .32 cents per mile for all miles traveled on Agency business in a personal automobile. This allowance covers all expenses of ownership and operation, except such items as parking fees and tolls, which are reported separately.

Tolls: All tolls paid by an employee should be itemized and supported by a receipt.

Parking: Receipts are required for all parking expenses regardless of amount. Fines for parking violations are not reimbursable under any circumstances.

ARTICLE XXIX

LABOR-MANAGEMENT COMMITTEE

(A) The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee.

(B) The labor-management committee shall consider and recommend to the Agency Head changes in the working conditions of the employees within the Agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor management committee.

(C) The labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the Agency head shall designate three members. The Chief Executive Officer of the Agency and the President of Local 1180 shall serve as ex-officio members of the Committee. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The committee shall select a chairperson from among its members at each meeting. The chairpersonship of the committee shall alternate between the members designated by the Agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of the committee. The committee shall make its recommendations to the Agency head in writing.

(D) The labor-management committee shall meet for two hours on a quarterly basis or at other such meetings or times as are mutually agreeable to both parties. At least one week in advance of a meeting the party chairing the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

ARTICLE XXX
DRESS CODE PROVISION

Employees shall report to work neatly dressed in attire appropriate for a medical clinic. The Union agrees the following articles of clothing are not permitted to be worn by any Union member during their hours of work:

Cutoffs
Tube Tops, Halter Tops, or other shirts revealing midriff or excessive cleavage
Blue Jeans*
Sweat pants or shirts
Tee shirts
Open toe shoes
Sneakers, other than clean white sneakers

Violation of the dress code provision by the employee will result in disciplinary action.

*Black jeans are permitted provided the black jeans are neat, and without rips, tears, holes or fringe.

ARTICLE XXXI
DURATION OF AGREEMENT

This Agreement shall terminate at 11:59 p.m., June 30, 2007. Upon termination of this Agreement, all rights and liabilities of the parties under this Agreement shall forthwith cease and terminate and the parties shall be in the same position they would have been had no contract ever been entered into between them and all of the benefits provided herein and in the Appendix annexed hereto shall terminate.

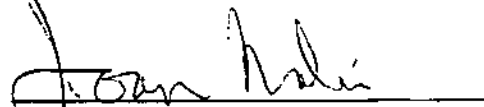
ARTICLE XXXII
SEPARABILITY

In the event that any term, condition or provision of this Agreement in whole or in part is declared by any court of competent jurisdiction or any administrative agency having jurisdiction to be illegal, void and or invalid or to become illegal, void and or invalid by any federal, state or municipal law or regulation, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if the illegal, void and/or invalid part had never been incorporated in this Agreement, and, in such form, the remainder of the Agreement shall continue to be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, as of the day and year first above written.

PLANNED PARENTHOOD OF
NEW YORK CITY, INC.

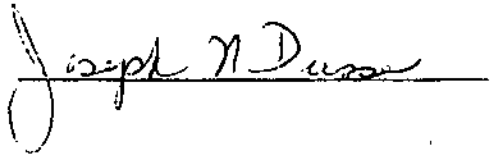
By:



Joan Malin
Chief Executive Officer

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

By:



APPENDIX A

**CHECKOFF FORM
PAYROLL DEDUCTION AUTHORIZATION**

NAME _____
(Print) Last First MI

The undersigned hereby authorizes Planned Parenthood of New York City, Inc. to deduct from my wages the monthly dues or the equivalent of monthly dues and one initiation fee or the equivalent of one initiation fee as certified to the Employer from time to time by the Secretary-Treasury of the Communications Workers of America, Local 1180 or his 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.

Resident Address

Signature of Employee

City or Town

State

Zip Code

Social Security # _____

Date of Birth

Date Received by Employer _____

Date Effective _____

APPENDIX B

Title	Definition	Minimum Hourly Rate
HCA	Health Care Associate – Clinical/Surgical	\$10.48
BA	Business Associate	\$11.00
LPN	Licensed Practical Nurse	\$21.00
RN	Registered Nurse	\$30.00
Housekeeper		\$9.50
Maintenance		\$9.50
Maintenance/Inventory Control		\$11.00
Counselors		\$12.00
Lab Technician		\$19.00
Ultra Sound Technician		\$19.00

Medicaid Entitlement Counselors are excluded from the bargaining unit.

