



**COLLECTIVE
BARGAINING**

Agreement

Between

Planned Parenthood of Greater New York

And

1199SEIU United Healthcare Workers East

July 1, 2020–June 30, 2023

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AGREEMENT made and entered into this 21 day of June 2021 by and between Planned Parenthood of Greater New York with its locations at 44 Court Street, 6th Floor, Brooklyn, NY; 349 East 149th Street, 2nd Floor, Bronx, NY; 21-4 1 45th Road, Long Island City, NY; and 23 Hyatt Street, Staten Island, NY; 26 Bleecker Street, NY, NY (hereinafter called the “The Employer” or “PPGNY”), for all of the Employees in the bargaining unit and **1199SEIU UNITED HEALTHCARE WORKERS EAST**, with its offices at 498 7th Avenue, New York, NY 10018 (hereinafter referred to as the “Union” or “1199”), acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the “Employees” (hereinafter “Agreement” or “CBA”).

WITNESSETH:

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Employer as well as of its Employees and to avoid interruptions and interferences with services to patients and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Recognition – The Collective Bargaining Unit

1. (a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all the Employees in the bargaining unit set forth in Stipulation I.

(b) Excluded from the aforesaid bargaining unit are all other employees, including physicians, supervisors, confidential employees, managers and guards as defined in the National Labor Relations Act.

2. It is agreed that this Agreement shall apply and continue in full force and effect at any location to which the Employer may move within the five (5) boroughs of New York City. The Employer shall give seven (7) days’ notice to the Union subsequent to the completion of arrangements for all expansions, acquisitions, sales, new facilities, mergers within the five boroughs of New York City.

3. Whenever the word “Employee” is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1 hereof.

4. At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles II (Union Security) and III (Check-off) of this Agreement.

5. **Part-time Employees:** Part-time Employees, defined as working at least twenty-one (21) hours a week, covered by this Agreement shall receive fringe benefits, wage rates and wage increases hereunder on a pro rata basis.

6. In the case of work that has been exclusively performed by bargaining unit employees, supervisors may perform such work only in the following instances: (a) for purposes of demonstration and training of bargaining unit employees; (b) in emergency circumstances; and (c) when required to provide proper patient care. It shall be a violation of this agreement for supervisors to assume more bargaining unit work than historically performed.

7. Exhibit D hereto shall apply to the resolution of job titles residual to the unit described in Article I, Section 1 hereof.

ARTICLE II **Union Security**

1. All Employees on the active payroll as of July 1, 2020, who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment.

2. All Employees on the active payroll as of July 1, 2020, who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Agreement and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

3. All Employees hired after July 1, 2020 shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

4. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if the Employee tender(s) the Employee's periodic dues and initiation fee uniformly required as a condition of membership.

5. Subject to the Grievance Procedure, an Employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting the Employee's discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

6. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE III **Check-Off**

1. Upon receipt of a written authorization from Employee in the form annexed hereto as Exhibit A or in any other form designated by the Union necessary to accommodate any

changes in the 1199 dues or initiation fee structure, the Employer shall, pursuant to such authorization, deduct regular dues and/or initiation fees as established from time to time by the Union from the wages due said Employee. Such deduction shall start no later than the first pay period following the completion of the Employee's first thirty (30) days of employment.

2. The Employer shall remit to the Union all deductions for dues and/or initiation fees made from the wages of all Employees on or before the fifteenth (15th) day of the month following the month in which the paycheck was dated from which those dues and initiation fees were deducted.

3. This remittance shall be generated electronically and shall list all Employees on whose behalf dues, initiation fees, and political action contributions are being paid. Such list shall include, the information requested by the 1199 Dues Department (Monthly Dues Data File-Record Layout) to the extent necessary to fulfill the purposes of this section.

4. With the written request, the Union shall send the Employer a copy of a letter that has been sent to each listed Employee advising them of the Union's dues and initiation fee policies, a copy of the Employee's signed authorization, the amount of dues or initiation fees owed by the members, an explanation of the computation, and the procedure by which such unpaid dues and/or initiation fees shall be deducted by the Employer the letter shall advise the Employee to direct any question on this deduction to the Union.

5. The Employer shall make the first deduction pursuant to the request no more than thirty (30) days after receipt of the request and shall remit the deductions on the same schedule as set forth in Paragraph 1 above.

6. The Employer shall not be required to attempt to recover or remit unpaid dues or initiation fees from Employees who have terminated employment and received their last wages prior to the receipt of the request.

7. The Union shall give the Employee and the Employer at least thirty (30) days' notice of any change in the amount of uniform dues (or the equivalent thereof) to be deducted.

8. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union, to the extent allowable by law.

9. **The 1199SEIU Federal Credit Union.** Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit B, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's first thirty (30) days of employment, the sum specified in said authorization and remit same to the 1199SEIU Federal Credit Union, or successor credit union, bank or other financial institution ("the Credit Union") to the credit or account of said Employee. If the Employer's payroll system permits, such deductions shall be remitted to the Credit Union on each pay date via ACH or similar electronic funds transfer system, directly to the account of the Credit Union as

designated by the Credit Union as to account number and place, for the benefit of each applicable Employee, with funds available in "US Funds" on the scheduled payroll date. Such transmittal shall contain for each applicable Employee, the name, social security number prefixed with a "O" (making a 10-digit number), description, Institution name, and Institution's Credit Union ID.

10. If an ACH transfer is not possible under the Employer's payroll system, the Employer shall wire the funds to the Credit Union to the extent feasible on each pay date to the account of the Credit Union as designated by the Credit Union as to account number and place, and shall at the same time e-mail to the Credit Union a file containing the same information as listed above, written in a common spreadsheet program or ASCII, together with the total of the funds that have been transmitted.

11. **Political Action Fund.** Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit C, or in any other form designated by the Union and necessary to accommodate political action deductions as required by law, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee once a month the sum specified in said authorization and remit the funds to the 1199SEIU Political Action Fund, in the same manner and at the same time as the Employer shall remit dues and initiation fees as described above. This remittance shall be accompanied by a list of all Employees on whose behalf Political Action Fund deductions are being submitted. Such list shall include, for each Employee, the following information: Institution, Employee's name, and amount remitted.

12. **Relief from Check-Off.** The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an agreed unpaid leave of absence, or (e) revocation of the check off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences in section (b)-(d), the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees and those who have not been actively employed for more than twelve (12) months, shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation fee payment pursuant to the Union constitution in order to remain a member in good standing of the Union.

13. **Insufficient Wages.** The Employer shall not be obliged to make deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

14. **Indemnification.** It is agreed the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union shall indemnify and hold the Employer 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 or an Employee, the disposition of said funds thereafter shall be the sole and exclusive

obligation and responsibility of the Union, payee or the Employee, as applicable. The Employer is not obligated to report to any governmental agency the identities of individuals who contribute to the Political Action fund. This is the responsibility of the Union, the Employee, or the Fund.

15. **Improper Forms.** The Employer shall not deduct any dues or other funds from an Employee's wages pursuant to this Article unless the authorization executed by the Employee conforms exactly to the applicable form set forth in Exhibits A, B or C.

16. **Employee Lists.** Any list required hereunder that contains in excess of twenty-five (25) names shall be transmitted to the Union or the Credit Union in electronic form in the format agreed to between the Employer and the Union to the extent feasible.

17. **Privacy and Confidentiality.** The Union, to the greatest extent possible, will maintain the confidentiality of any personal contact or identifying information provided by the Employer to the Union so that it is not disclosed to third parties.

ARTICLE IV **No Discrimination**

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, sexual orientation, gender identity, citizenship status, marital or familial status, disability or age, veteran status or any other legally protected status.

2. No Sexual Harassment:

- (a) The Employer will instruct its supervisory and managerial staff that sexual harassment will not be permitted or tolerated.
- (b) Management and supervisory staff will receive regular periodic updates on sexual harassment policy, standards of acceptable (and unacceptable) behavior and consequences for violations of policy.

3. The Employer after notification to the Union shall be permitted to take all actions legally required to comply with the Americans with Disabilities Act.

4. The Employer is committed to providing an environment that meets the needs of working parents. To that end, the Employer shall, at each worksite, maintain (a) a private room equipped with a chair, a small table, and an electrical outlet where nursing parents can pump breast milk and (b) a refrigerator for the storage of pumped milk. Nursing parents shall, in addition to other break or meal times set forth in this Agreement, be entitled to reasonable breaks of at least 20 minutes for every three hours of work to pump breast milk. The Employer shall not discriminate against any Employee for choosing to breastfeed or pump milk at work.

5. The Union will support management's intention to create a harassment free and non-discriminatory environment by instructing members to follow PPGNY's Rules of Conduct and ensuring all members timely complete all anti-harassment trainings.

ARTICLE V **Union Activity and Visitation**

1. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during working time or in working areas of the Employer at any time.

2. Delegates shall have the right to represent Employees throughout the Employer's facilities. Representatives of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter a department of the Employer for this purpose, the Union representative shall first provide notice to the director of labor relations or the director's designee, as the Employer shall state for the purpose of establishing a mutually agreeable time. Such visits shall not interfere with the operation of the Employer, patient care or patient privacy.

3. In the interest of sustainability, union delegates reserve the right to send a monthly email communication to all bargaining unit members. The use of the Employer's email system shall be subject to all Employer policies regarding the use of email.

4. The work schedules of up to 8 Employees elected as Union Delegates shall be adjusted to permit attendance at regular (no more than monthly) delegate assembly meetings provided 30 days' notice has been provided and Employer operations shall not be impaired.

5. Each October, the Union will provide to the Employer a listing of its representatives at the Employer, including delegates. In the event the Union changes its representatives, the Union promptly shall notify in writing the Employer of such change.

6. The Parties recognize that the Union's Delegates play a pivotal role in educating the Union Membership in understanding this Agreement and the Collective Bargaining process. In this regard 5 Delegates will be released for up to 3 days annually, without pay, for intensive training in these areas provided two weeks' notice has been given.

ARTICLE VI **Probationary Employees**

1. All Employees hired for positions in the bargaining unit shall have a 90-day probationary period.

2. The Employer shall have the right to discipline and discharge Employees during their probationary period for non-discriminatory and lawful reasons, with or without cause, and such discharge and/or discipline shall not be subject to the grievance and arbitration procedure provided in this Agreement.

3. The Employer has the sole good faith discretion to extend an Employee's probationary period for an additional 30-90 calendar days based on any performance issues identified. The Employer will notify the Union by email 5 calendar days prior to the expiration of the probationary period.

ARTICLE VII
Temporary Employees

A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project, to replace an Employee on leave or vacation, to fill a vacant position for which the Employer is actively recruiting, including from a rehire or recall list, to fill an emergency vacancy due to bereavement leave, illness or emergency family care. The said three (3) month period may be extended by the Employer at its option for an additional three (3) months or for the length of the leave of the Employee being replaced, whichever is greater. Temporary Employees are not part of the bargaining unit and may not be employed except in conformity with this paragraph.

Where practicable, prior to hiring temporary Employees to fill temporary positions, PPGNY will offer the additional hours to (i) Employees with existing layoff/recall rights; and then (ii) to incumbent per diem and part-time Employees in the classification by seniority, provided they commit to covering the entire assignment for the duration of the opening, and provided the additional hours do not create additional obligations with regard to benefits. Said part-timers shall have the right to return to their former positions at the end of the temporary position.

ARTICLE VIII
Seniority

1. Definition

- a. Bargaining unit seniority for both part-time and full-time Employees is defined as the length of time an Employee has been continuously employed in any capacity in the Employer.
- b. Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job title.

2. Accrual

- a. An Employee's seniority shall commence after the completion of the Employee's probationary period and shall be retroactive to the date of their last hire.
- b. Bargaining unit seniority shall accrue during:
 - i. Active employment
 - ii. A continuous, authorized leave of absence with or without pay for up to twelve (12) months
 - iii. Any period of time the Employee retains rights under a recall agreement

- c. Classification seniority shall accrue during the periods specific in (b) above and during the time an Employee works in a specified job title.
 - d. Should a temporary Employee become a permanent Employee, provided there is no break in service, the Employee's seniority shall be retroactive to the date of their employment first began.
3. Loss of Seniority
- An Employee's seniority shall be lost if they:
- a. Terminate voluntarily, unless re-hired within a year
 - b. Are discharged for cause
 - c. Willfully exceed an approved leave of absence
 - d. Are laid off and their recall rights have expired
4. Application
- a. Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement, and to layoffs, recall rights, displacement and lateral transfers as set forth in this Article.
5. Layoff
- a. In the event of a layoff within a job title, probationary Employees within that job title shall be laid off first without regard to seniority.
 - b. A non-probationary Employee shall not be laid off if, at the time of the prospective layoff, temporary or agency employees are being utilized in the Employee's job title and the employee is willing and able to perform the same assignments and same schedule as the temporary or agency employee in lieu of layoff. The Employer shall use best efforts to consolidate temporary, agency, and less than one-fifth work schedules to create regular positions for Employees who would otherwise be laid off. Upon request, at the time of layoff, Employer shall provide to the union an updated list, including job title and work schedule, of the bargaining unit jobs or positions held by temporary, agency and one-fifth employees.
 - c. The Employer shall use its best efforts to place permanent Employees designated to be laid off into vacant positions for which they are qualified if they can fully perform the job.
 - d. The following shall be considered, in order, when selecting Employees for layoff:
 - i. The number of Employees in each job classification consistent with business need;
 - ii. The Employee's credentials, certifications, privileges, if applicable;

- iii. The areas in which the Employee has been cross trained or has demonstrated competence;
 - iv. The Employee's ability to communicate with patients, consumers, and other stakeholders in a language other than English;
 - v. All else being equal, the least senior Employee will be laid off.
- e. The Union agrees to meet at PPGNY's request to discuss the impact of seniority on the ability of PPGNY to maintain a workforce that reflects its patient population.

6. Recall

- a. Whenever a layoff occurs, the Employer shall recall Employees back to open positions based on:
- i. The same classification as at the time of layoff;
 - ii. The Employee's credentials, certifications, privileges, if applicable;
 - iii. The areas in which the Employee has been cross trained or has demonstrated competence;
 - iv. The Employees' ability to communicate with patients, consumers, and other stakeholders in a language other than English; and
 - v. All other things being equal, the most senior Employee in the classification will be recalled.
- b. A part-time Employee on layoff shall have recall rights to a full-time position if they are willing to work the required full-time schedule.

7. Transfers and Promotions

- a. Where a vacancy in a bargaining unit job occurs, the Employer shall post a notice of such vacancy in the places it ordinarily uses to advertise job openings for a period of not less than one calendar week. The Employer shall, in its discretion, select the candidate who best meets the qualifications for the job. The Employer shall consider both bargaining unit and classification seniority among the relevant factors for selection, but seniority shall not be the determinative factor. The selection process shall include an assessment of each candidate's ability to demonstrate equity competencies. A final offer will not be made for a position unless at least fifty (50) percent of the applicant pool is made up of candidates of color, based on self-disclosure. Should a promotion-eligible bargaining unit member with more seniority than the Employee chosen for promotion to a bargaining unit position wish to contest management's decision, they will be allowed to seek review up through and including arbitration provided, however, that the Employee (1) has applied for the position within the required time period; and (2) meets the posted qualifications for the position. In any arbitration under this provision, the Employer's exercise of discretion in selection of the less senior Employee shall be upheld unless the arbitrator determines that the selection was arbitrary or capricious.

- b. An Employee who is transferred and promoted shall receive an increase in pay consistent with the pay for that position as well as their licensure, credentials, skills, and experience.
- c. An Employee who is transferred or promoted shall serve the same probationary period on the new job as a new hire. If an Employee fails to successfully complete the probationary period for the new role for reasons other than misconduct or violation of law, regulation, or Employer policy, the Employee may request to be transferred back to a vacant position in their original job title. If such a position is vacant at the time of the Employee's request, the transfer shall be approved. Employees who are transferred back to the position they held immediately prior to transfer or promotion, will be receive the same pay and benefits they had in that role. Once an Employee completes the probationary period in a new role, their right to transfer back to their former position will expire and they must re-apply for vacancies in their former job title under the same conditions outlined in paragraph 7(a).

ARTICLE IX
Wages & Minimums

1. Wages

A. Upon Ratification

- (i) Employees listed in the side letter dated June 2, 2021 shall receive the compensation alignment as set forth in that letter;
- (ii) Effective upon ratification, all bargaining unit Employees with a base rate of pay up to \$59,999 shall receive a 2.5% increase in base pay;
- (iii) Effective upon ratification, all bargaining unit Employees with a base rate of pay over \$60,000 shall receive a 1.5% increase in base pay; and
- (iv) If, after applying the changes described in (i), (ii), and (iii) above, any Employee's base rate falls below the new minimum rate for their title as set forth in Stipulation II, such Employee shall receive the new minimum rate for their title as set forth in Stipulation II.
- (v) Effective July 1, 2021, in addition to the increases described above, salaried, exempt members of the bargaining unit shall receive a 3.5% increase in base pay;

2. Reopener for Years 2 and 3
 - A. The Parties agree to a reopener in 2021 to discuss wages and entry into the 1199 Job Security Fund, Childcare Fund and/or Training and Upgrading Fund, with any agreed upon wage increases effective July 1, 2021.
 - B. The Parties agree to a reopener in 2022 to discuss wages and the entry into the 1199 Job Security Fund, Childcare Fund and/or Training and Upgrading Fund, with any agreed upon wage increases effective July 1, 2022.
3. Minimum Rates of Pay
 - A. The minimum rates for the Employer shall be contained in Stipulation II between the Employer and the Union to be annexed hereto.
 - B. An Employee, when required to perform substantially all of the work of a higher rated bargaining unit job, shall be paid the Employee's regular rate or the rate for the other job, whichever is higher, after performing such work for more than two consecutive weeks.
4. Wherever in this Agreement the phrase "regular pay" appears, it shall be deemed to include specialty, certification, and language differentials but shall exclude shift differentials, overtime and on-call pay.
5. The Employer shall pay newly hired Employees no less than the minimum rate, set forth in Stipulation II. Notwithstanding, if an APC, Social Worker, or RN is hired at a rate higher than the existing scale, any incumbent occupying that title shall have the Employee's salary raised to the same rate as the new hire, provided they possess the same level of qualifications as the new hire, to be determined using Stipulation III.
6. The Employer agrees to meet at the Union's request to discuss the renegotiation of the salary scale, though it is under no obligation to make any changes to such scale. The Employer or the Union may initiate a meeting during the term of this Agreement to increase a job title's minimum rate if (1) the current wage scale for that job title falls below the market median or (2) changes in educational requirements, certification and/or licensing requirements have the effect of increasing a job's market median. Both sides must agree for any modification to be implemented.
7. PPGNY and the Union shall discuss new job classifications or substantial modifications to an existing job classification (e.g., by combining jobs or restructuring existing jobs, etc.) and any proposed wage rate as part of ongoing labor-management meetings. If there is disagreement on the proposed wage rate, the Union may submit that issue to third step grievance and arbitration within sixty (60) days after the issue is first raised at a labor management meeting. It is expressly understood and agreed, however, that neither the Union nor any Employee may grieve or arbitrate with respect to the content or description of any such job or job classification. In no event shall these procedures delay implementation of the Employer's proposal.

ARTICLE X
Hours & The Workweek

1. Beginning July 12, 2021, the regular work week for all full-time Employees shall be 37.5 hours per week.
2. **Part-timers:** The Employer will not split a full-time position in which there is an incumbent into part-time jobs.
3. Full-time Employees shall receive two (2) days off in each full calendar week except in the event of overtime. The workweek shall commence on Sunday and end on Saturday.

Process for Setting New Schedules: Within thirty days after ratification, PPGNY shall propose new schedules that increase the work week to 37.5 hours. Employees shall have up to two weeks from the date on which the new schedules are published to accept the new schedule, select an alternative schedule from the list of available shifts, or seek an individualized change to their proposed schedule. The Employer commits to be flexible in the setting and switching of individual's schedules and agrees to discuss allowing members of the bargaining unit to switch work locations or to work in a different service where practicable. Not later than June 11, 2021, PPGNY shall publish the final list of schedules. Following implementation, the Union shall have the right to challenge any new schedule on the grounds that it is arbitrary and capricious.

Operationalizing the New Workweek: Upon ratification of this Agreement, PPGNY shall discuss with the Union how best to operationalize the additional 2.5 hours per week for clinical positions. The parties shall discuss strategies for appropriate delegation of work, timely documentation, patient workflow, visit length, template management, data related to clinical operations, and the status of recruitment for open positions. PPGNY shall provide opportunities for training where appropriate. The additional clinical hours shall be phased in as follow:

- Starting July 12, 2021 APCs shall have 2.5 hours added to their provider templates, 1.5 hours of which shall be blocked as administrative time.
- No earlier than August 16, 2021, 1 hour of this blocked time shall be opened for direct patient care.
- No earlier than September 6, 2021, the remaining half hour of this blocked time shall be opened for direct patient care.

ARTICLE XI
Overtime

1. All overtime must be authorized by the Employer.
2. Nonexempt Employees in hourly classifications shall be paid 1.5 times the regular rate of pay for authorized time worked greater than 40 hours worked in a work week.
3. Paid and unpaid absences, including holidays shall not be considered as time worked for the purposes of computing overtime.

4. (a) The Employer will assign, on an equitable basis required pre-scheduled “on-call” and overtime among qualified Employees. Employees shall be required to work overtime when necessary for the proper administration of the Employer.

(b) The Employer shall establish a procedure for assigning overtime, in the first instance, among qualified Employees who wish to work overtime, except in emergencies. Such procedure shall include a provision whereby such Employees are assigned in rotation, starting with the Employee on duty who has the most classification seniority. Pursuant to such procedure, a volunteer overtime roster shall be compiled and posted every six (6) months.

(c) Where it is foreseeable that an Employee will be required to work overtime because another Employee is taking prescheduled PTO or other nondiscretionary day leave, the Employer will give at least two weeks’ notice (when reasonably possible) to the Employee who will be required to work such overtime. When the need for mandatory overtime is not foreseeable, the Employee’s manager will provide as much notice as they receive as a result of the event necessitating the overtime.

(d) Where the Employer assigns overtime on a compulsory basis due to an emergency or other inability to obtain a qualified volunteer on a timely basis, assignments shall be made among qualified Employees on a rotating basis starting with the Employee on duty who has the least classification seniority.
5. There shall be no pyramiding of overtime.

ARTICLE XII
On Call

Employees who are required to remain on an on-call basis to provide services or otherwise work on behalf of the Employer shall receive compensation in the amount of \$1,100.00 per two-week coverage period for first call, and \$400.00 per two-week shift for second call. If an on-call shift falls during a contractual holiday, the rate is \$1,250.00 per two-week shift for first call and \$500.00 per two-week shift for second call. On call hours shall begin when the health center to which the provider is assigned closes for the day and shall end on the next business day that health center reopens. For providers who float to multiple centers, on call hours shall begin when the center at which they most recently completed a shift closes for the day. If the Employee taking first call is has not completed their shift at the start of the on-call period, the Employee taking second call will answer the call. If both the Employee taking first call and the Employee taking second call have not completed their shifts at the start of the on-call period, the physician covering third call will answer the call. Employees who are scheduled for call shall be routed calls only for patients to whose electronic medical records they have access.

ARTICLE XIII
Schedules & Differentials

1. Health Center based Bargaining Unit Members working on schedules whose straight time hours end after seven (7:00pm) shall receive a differential of seven percent (7%) of salary, for actual hours worked after 7:00 p.m. Health Center based Bargaining Unit Employees working on scheduled Saturdays shall receive the same differential for all Saturday hours.
2. The Employer shall have the sole discretion to set schedules and shall work with Employees to accommodate needs based on classification seniority. Schedules will be posted a minimum of four (4) weeks in advance. The Employer will not change work schedules, and Employees will not request changes to their schedules with less than four (4) weeks' notice without the consent of the Employee and the responsible supervisor, except in the event of unexpected absence or for coverage.
3. The foregoing shall not interfere with any training program requiring rotation of schedules.
4. There shall be no regularly scheduled split shifts.
5. All staff are expected to be at their work area, dressed per the requirement of the position and ready to work at the beginning of their scheduled day. All staff are required to notify their immediate supervisor by agreed upon communication method, as soon as reasonably possible, in advance of the shift if they will be late. 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 breaks, except that Employees who report ready for work within five minutes after the start of their shift shall not be disciplined unless this lateness occurs more than 4 times within any month or more than 7 times over any two months.

ARTICLE XIV
Language & Certification Differentials

Language Differential

All staff who are leveraging their language skill for work will receive \$2500 annually to their base rate of pay. An additional \$2500 annually will be given to staff who are certified in medical interpretation. To be eligible for the differential, an Employee must demonstrate proficiency in a language other than English as assessed through means to be determined by the Employer. Not more frequently than every three years, the Employer may require the Employee to be reassessed for language proficiency and/or competence in medical interpretation. PPGNY shall bear the costs of any such reassessment.

Certification Differentials

Eligible Advanced Practice Clinicians shall receive the following yearly differential payments for performing the following services:

- \$750 for Colposcopy

- \$250 for Trans/Nonbinary care
- \$250 for APCs with licenses that allow treatment of all patients

ARTICLE XV **Holidays**

1. Employees who work 21+ hours per week shall be entitled to a total of 10 paid holidays within each year, as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Saturday After Thanksgiving*
- Christmas Day
- One (1) Floating Holiday

Saturday After Thanksgiving: PPGNY, in its discretion, may open for patient care on the Saturday after Thanksgiving. Such operation shall not exceed five hours and will be staffed on a limited basis. Staff who are scheduled, required to work, and do work shall be paid at one and one-half times their regular rate for 7.5 hours. Staffing will be determined first on a volunteer basis and then by reverse seniority, provided that such methods result in a staff roster with sufficient skills and training to manage the anticipated patient volume appropriately and safely. More senior staff may be scheduled to work as needed. Scheduling for the Saturday after Thanksgiving will begin no later than 30 days in advance. The final staffing plan will be published not later than two weeks and one day prior to the Saturday after Thanksgiving. Once the staffing is set, the template will not be increased. Staff not on the original schedule may be assigned to work the Saturday after Thanksgiving with less than two weeks' notice in the event of an emergency or an anticipated increase in patient volume that requires additional staffing. Staff not scheduled or assigned to work the limited Saturday after Thanksgiving session, shall receive their regular holiday pay for the day. If, because of low patient volume, emergency, or any other condition that, in PPGNY's discretion, makes operating a limited session infeasible or impractical, PPGNY will close on the Saturday after Thanksgiving. Such closure will be announced three weeks and one day prior to the Saturday after Thanksgiving, unless circumstances arise after that date that require the health centers to remain closed. If the center does not open on the Saturday after Thanksgiving, staff regularly scheduled to work that Saturday shall receive their regular holiday pay.

2. Holidays that fall on Saturday will be observed on the preceding Friday; holidays that fall on Sunday will be observed on the following Monday.
3. Part-time regular Employees working 21 hours per week or more are eligible for holidays on a pro-rated basis.

- If the part-time regular Employee is regularly scheduled to work on a day on which a holiday falls, the Employee will receive pay for their pro-rated holiday hours.
 - If the part-time regular Employee is NOT scheduled to work on a holiday, the Employee will receive a flexible holiday for their pro-rated hours.
4. Full-time regular Employees who are not scheduled to work on a holiday will receive a flexible holiday to be scheduled consistent with the Employer's time off policy.
 5. Flexible holidays must be used *after* the observed holiday for which the flexible holiday was received.
 6. Employees who receive flexible holidays will have until December 31st of the year in which the holiday falls to use their flexible holidays, except that the Christmas holiday must be used by January 31st of the following year. Holidays not used within the year, or by January 31 in the case of the Christmas flexible holiday, will be forfeited.
 7. In the event an Employee is required to work on any of the holidays specified in paragraph 1 above (Except for the Saturday after Thanksgiving), they shall be paid at the rate of time and one-half their regular pay for all hours worked on the holiday, or shall receive an additional day off with regular pay within ninety (90) days of the holiday, or an extra day's regular pay in lieu thereof, as determined by the Employer.
 8. Employees shall receive holiday pay equal to the amount of hours they are regularly scheduled to work on the day the holiday occurs.
 9. If an Employee is absent the scheduled workday before and/or the scheduled workday after a paid legal holiday or day off in lieu thereof, the Employer may demand proof of illness. The Employer may deny pay for such holiday if such proof is requested and not furnished.
 10. Employees will be entitled to time off with pay to vote in city, state, or federal elections, in accordance with New York State Law.
 11. All PPGNY health centers and offices shall close at 3:00 pm on the day before observance of Thanksgiving Day, Christmas Day and New Year's Day. Early closure time shall be available only to Employees scheduled to work on the day of the closure.
 12. Employees shall receive one additional day off as a summer flex holiday. For the year 2021, the day may be taken on any day between the date of ratification of this Agreement and September 30, 2021. In 2022, the summer flex holiday may be taken between June 1 and September 30, 2022, except that, if Juneteenth becomes a recognized federal or New York state holiday, PPGNY shall recognize such holiday and Employees shall receive that day off in lieu of a summer flex day.

ARTICLE XVI
Paid Time Off (“PTO”)

1. Paid Time Off is a single block of time off to provide Employees who work a regular schedule of more than 21 hours per week with flexible paid time off from work that can be used to recharge, tend to personal or family illness, take doctor appointments, attend school events, volunteerism, and other activities of the Employee's choice. An Employee does not need to provide a reason to take their PTO. However, an Employee who in PPGNY's discretion is believed to be taking PTO for a reason that may qualify for another statutory or job-protected leave, may be required to furnish information regarding the reason for the leave so that the appropriate leave may be recorded. Upon ratification, Employees' then-existing Vacation, Sick and Personal Time shall be transitioned into PTO.

2. All full-time Employees shall receive the same time off, regardless of job classification, as follows, accrued on an equal pro-rata basis throughout the calendar year:

<u>Term of Service</u>		<u>Time Off</u>
All Staff	Date of hire up to 1 year	23 days pro-rated
All Staff	1 year-up to 3 years	23
All Staff	3 years up to 6 years	25
All Staff	6 years up to 10 Years	28
All Staff	10+ Years	30

The Employee's anniversary date shall be used to determine the PTO Accrual rate. PTO accruals shall be prorated for Employees who are regularly scheduled to work at least 21 hours per week but less than full time. An Employee may borrow up to one week of unaccrued PTO (i.e., go negative in their PTO Bank) within the same calendar year, provided the Employee has enough time left in the calendar year to earn back the borrowed time.

3. New hires who are regularly scheduled to work at least 21 hours per week will begin accruing PTO as of their first pay period and will be eligible to use PTO after three months of service. Exceptions may be made on in cases of emergency.

4. Employees are allowed to carry over into the following calendar year up to 50% of their annual PTO allotment. For example, staff who accrue 28 days each year may carry over up to 14 total days into the following year. Any additional unused earned time will be credited to the Extended Illness Bank, provided that the Extended Illness Bank may not exceed a cap of 6 months.

5. PTO requests shall be granted taking into account the needs of the Employer with consideration given to the wishes of the Employee. Where there is a conflict in choice of PTO among Employees, classification seniority shall prevail.

6. PTO pay shall be based upon the Employee's regular pay and will be applied based on the number of hours the Employee was scheduled to work on the day requested.

7. Employees are requested to provide as much advance notice as possible for any Unscheduled PTO time, and shall endeavor to notify their supervisor a minimum of two (2) hours before the start of their regularly scheduled work day unless emergency circumstances prevent the Employee from calling in advance.

8. Absences due to established illness, parental leave, personal leave (paid or unpaid), FMLA, or injury (with the exception of injuries in the workplace that qualify under Worker's Compensation) shall not be considered as time worked in determining the amount of PTO for Employees. If such absence extends into an Employee's scheduled time off, the Employee may elect to convert the time to Extended Illness Bank hours where available.

9. Time may be taken in one (1) hour increments.

10. Employees who are rehired within one (1) year after leaving Employer will retain their prior service for purposes of determining the accrual rate for PTO. Employees who are rehired on or after one year, will accrue PTO at the new hire rate.

11. Employees who change their status from one that is PTO-eligible to one that is not PTO-eligible (e.g., full-time to less than 21 hours per week or per diem) will no longer continue to accrue PTO but will retain their previous PTO banks and will be permitted to use PTO until the bank is exhausted.

ARTICLE XVII **Extended Illness Bank**

1. The Employer will offer an Extended Illness Bank for all Employees regularly scheduled to work at least twenty-one (21) or more hours per week. This bank of time (as described in paragraph 2) is available for use by an Employee when the Employee is absent (i) for illness of three (3) or more consecutive days in duration when accompanied by a doctor's note for that entire period of absence; or (ii) for any reason that qualifies for FMLA, short-term disability leave, parental leave or paid family leave.

2. Five days' worth of Extended Illness Bank time will be available annually for Employees to use for illnesses in increments from 1 to 3 days without a doctor's note.

3. All Employees who currently have time in Employer's Extended Illness Bank will have their balance transferred to the Planned Parenthood of Greater New York Extended Illness Bank. In addition, each active, full-time Employee will have an additional 10 days added annually to their Extended Illness Bank, on an equal pro rata basis throughout the calendar year. Active part-time Employees regularly scheduled to work at least 21 hours per week will receive a pro-rated amount of the 10 annual days added to their Extended Illness Bank on an equal pro rata basis throughout the calendar year.

4. Extended Illness Bank time is paid at the same rate as the Employee's regular pay. The number of hours used for the daily calculation shall be consistent with the number of hours Employee is scheduled to work during the relevant time period.

5. The Extended Illness Bank time shall be capped at 6 months of total time off. Unused Extended Illness Bank time may be carried over into the following year, subject to the six-month cap. Unused Extended Illness Bank time shall not be paid out upon termination of employment.

6. With respect to days of absence for which the Employee is entitled to salary continuation payments from Worker's Compensation, the Employer shall pay Employee amount equal to the difference between the amount to which the Employee is entitled from Worker's Compensation, and the daily amount to which the Employee would otherwise be entitled if Worker's Compensation did not apply, provided the Employee has available time in the Extended Illness Bank and in accordance with Employer's Worker's Compensation policy.

ARTICLE XVIII
Paid Leave

1. An Employee shall be paid at the Employee's regular pay for three (3) working days' absence in the event of the death of the Employee's parent, parent-in-law, spouse, child, step-child, person for whom Employee is the legal guardian, sibling, sibling-in-law, grandparent, grandchild, life partner. Such three (3) days must be taken consecutively within a reasonable time of the day of death or day of the funeral and may not be split or postponed.

2. All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each work day while on jury duty, which shall not include "on-call" jury time when Employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to Employee's supervisor and to the Human Resources Office of the Employer and the Employer may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

3. Employees are eligible for parental leave after six (6) months of employment with a minimum of 625 hours per the Employer's Policy as provided below. Thirty (30) days advance notice is required unless not foreseeable. Additional Program details can be found in the Employee Handbook.

<u>Length of Service</u>	<u>Paid Leave Benefit</u>
6 to 12 months	Up to 4 weeks of leave, prorated based on hire date
1 year	4 weeks
2 years	8 weeks
3 years	10 weeks
4 or more years	12 weeks

4. If an Employee is eligible for both paid family leave and Employer's Paid Parental Leave, an Employee may elect to use the Employer's more generous paid leave benefits. In that case,

Employer's Parental Leave and paid family leave will run concurrently and Employer will seek reimbursement from the carrier out of any paid family leave payments due prior to the carrier's disbursement of such benefits to the Employee. If, for whatever reason, an Employee elects not to use Employer's Paid Parental Leave while on paid family leave, the Employee waives benefits provided under Employer's Paid Parental Leave for the period of time in which the Employee is receiving paid family leave.

ARTICLE XIX **Unpaid Leave**

Employees shall be eligible for unpaid leave in accordance with all legal requirements under state, city or federal law. They shall also be entitled to the following:

1. **Parental Leave.** Benefits eligible Employees who deliver a child may be eligible for disability leave. Additionally, as noted under Paid Leave (Article XVIII), new parents are eligible for paid leave based on their service which will run concurrent with paid family leave and FMLA. The parent of a legally adopted or biological child shall receive the same unpaid leave.
2. **Military Leave.** Leaves of absence for the performance of duty with the U.S. Armed Forces or With a Reserve component thereof shall be granted in accordance with applicable law.
3. **Illness or Injury.** Employees may be entitled to leaves of absence for illness or injury as provided for in short and long term disability policies. Employees must provide doctor's certification.
4. **Union Business.** A leave of absence for a period not to exceed two (2) years shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Employer. Employees must reapply each year.
5. **Education.** Employees shall be eligible for unpaid leave for up to two (2) years, provided they are in good standing, for educational pursuits.
6. **Other Leaves.** Leaves of absence without pay for other reasons will not be unreasonably denied by the Employer.
7. While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay or paid time off, except as required by law, or to accrue seniority, except as provided in Article – (Seniority). An Employee who returns to work following job-protected parental or other statutory leave of absence, will be reinstated to their former job or another position within the same classification with their former seniority. As a condition of reinstatement following a leave of absence for disability or illness, the Employer may require the Employee to receive clearance to return to work from the Employee's medical provider or from PPGNY's occupational health provider.

8. When an Employee is ready to return to work from Union Business or Education leave, the Employee shall notify the Employer and will be placed on a preferential rehire list in order of their date of available return, but below Employees currently on the rehire list. Employees will be offered in order of their position on the rehire list the next vacant position for which they are qualified in their previous classification. As a condition of reinstatement following a leave of absence for disability or illness, the Employer may require the Employee to receive clearance to return to work from the Employee's medical provider or from the Employer's occupational health provider.

ARTICLE XX
Severance Pay

Employees with one (1) or more years of bargaining unit seniority, who are permanently laid off, or who are temporarily laid off in excess of seven (7) days, shall receive severance pay at the rate of one (1) week's pay for each year of bargaining unit seniority, pro-rated, up to a maximum of four (4) weeks' pay at the Employee's regular pay in effect at the time of such layoff, provided that the amount of severance pay shall not exceed the regular pay the Employee would have earned during the period of layoff.

As used in this Article, the term temporarily laid off does not include a layoff arising out of a labor dispute at the Employer.

ARTICLE XXI
Benefits

Upon execution of this Agreement and through December 31, 2021, PPGNY shall continue to provide health and dental insurance to Employees and eligible members of their families under the plans that exist as of the execution of this Agreement. During this period, there shall be no change in plan design, coverage or the Employee's share of the premium costs.

For the benefit years beginning January 1, 2022 and January 1, 2023, PPGNY agrees that, should overall insurance costs increase by four percent (4%) or less, PPGNY shall not pass on any portion of such increases to Employees. For any portion of the increase exceeding 4%, PPGNY and the Employee shall share equally in the increase. For example, if PPGNY's benefit cost increases by 6% on January 2022, PPGNY shall cover the first 4% of the increase and half of the remaining 2% such that the Employee contribution will increase by 1%.

The Employer shall maintain its existing retirement plan(s) and continue making contributions for bargaining unit members consistent with past practice.

ARTICLE XXII
Uniforms

1. Employees must wear uniforms as outlined below:

- a. Clinical staff (Nurses, Health Care Associates and Trainers, Patient Care Associates) must wear scrubs during all working time and any time they are on the clinic floor
 - b. Clinical staff who assist during operating room procedures will wear surgical scrubs during all working hours.
 - c. Advanced Practice Clinicians must wear lab coats while on the clinic floor and lab coats and/or scrubs during other working time.
 - d. Business Associates, Patient Care Associates and staff working at patient reception areas must wear either scrubs or an approved PPGNY-branded outer layer.
2. PPGNY will supply and launder surgical grade scrubs to be worn in the operating rooms at all sites where surgical abortions are performed and lab coats worn by Advanced Practice Clinicians. PPGNY will supply the outer layer for Business Associates and Patient Care Associates.
 3. At PPGNY's election, Employees who are required to wear only scrubs shall either
 - a. Receive not more than three sets of replacement scrubs each year OR
 - b. Receive a reasonable allowance each year to purchase scrubs
 4. Employees who are not required but choose to wear scrubs, are responsible for purchasing their own scrubs.
 5. If scrubs or other clothing are provided by PPGNY, they shall be provided in appropriate sizes and gender-affirming styles.
 6. The Parties shall utilize the Labor-Management committee to address concerns related to the purchasing, provision, laundering and/or maintenance of uniforms.

ARTICLE XXIII **Management Rights**

1. Except as otherwise provided in this Agreement, the Union agrees that the Employer has the right to exercise regular and customary functions of management, under which it shall have, among others, the exclusive right to determine and establish, plan, direct and control the Employer's mission(s), project(s), program(s), objective(s), activities, resource(s), priorities, and policy issues; the exclusive right to determine when, where, how and under what circumstances it wishes to operate, suspend, discontinue, restructure, or relocate its operations; to recruit; to hire and to determine the size of its workforce; to establish qualifications for staff; to discipline and discharge for cause; to transfer, assign, promote or lay off Employees for non-discriminatory reasons; to establish and administer procedures, rules and regulations, and direct and control Employer operations; to implement, change, extend or discontinue equipment, technology, and training; to change and discontinue facilities, locations of operations, and programs; to establish or modify staffing guidelines; to establish or modify the Employer's hours of operation; to determine and

modify work shifts; to establish and assign work locations; to schedule hours of work; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to create, modify, or eliminate job classifications and job descriptions; to determine the content of evaluations, and to determine the processes and criteria by which the performance of Employees is evaluated; to establish and modify productivity guidelines, rules and related procedures; to establish, modify, and require Employees to observe Employer policies, rules and regulations; and to conduct drug or alcohol testing. None of these rights shall be exercised in a capricious or arbitrary manner.

2. The Employer shall exercise sole discretion over pre-employment requirements for new staff.

3. The Employer may contract bargaining unit work in the following circumstances:

- (i) For the duration of any emergency such as fire, epidemic or pandemic, power failure, war, major catastrophe and the like that creates an immediate need for staffing that cannot be filled by existing bargaining unit Employees; or
- (ii) With respect to any technical, diagnostic, specialized medical service and/or laboratory services, if in the Employer's opinion and judgment, it cannot operate in a manner consistent with legal or regulatory requirements or in a manner that adequately protects the health, safety and welfare of its patients or clients; or
- (iii) In the event of chronic vacancies in a specific position or title despite good faith efforts to recruit for the positions in question; or
- (iv) Where the work already has been subcontracted prior to the certification of the Union.

The use of temporary or agency Employees to perform bargaining unit work shall not be deemed subcontracting provided said use is in accordance with the provisions of this Agreement regarding the use of temporary or agency employees.

Where the Employer has made a determination under 3(ii) or (iii) that subcontracting is appropriate, the Employer and the Union shall meet to discuss whether additional training would permit bargaining unit Employees to continue performing the work.

4. Supervisory personnel who have performed bargaining unit work as part of their regular duties prior to the certification of the Union may continue to do so to the same extent as past practice and, in addition, in the event of emergency.

5. The Employer may make and/or continue and from time to time add to or change such reasonable rules and regulations as it may deem necessary and proper for the conduct and management of its business, provided the same are not inconsistent with any of the provisions of this Agreement.

6. The Employer shall provide the Union with a quarterly report that includes all PPGNY job titles marked as union or non-union, full-time or part-time, supervisory or non-supervisory, and, if relevant, information regarding the location of the position.

ARTICLE XXIV
Resignation

1. A non-licensed Employee who resigns shall give the Employer two (2) weeks' advance notice. A licensed Employee who resigns shall give the Employer four (4) weeks' advance notice.
2. An Employee who has given notice of intent to resign, as provided above, or whose employment is terminated, cannot schedule vacation during the notice period.
3. Employees who provide required notice shall be entitled to 75% of their accrued PTO as of the effective date of the resignation. If notice is not given as provided above, an Employee shall not be entitled to such payment, provided it was possible for the Employee to have given such notice.

ARTICLE XXV
Discharge & Penalties

1. The Employer shall have the right to discharge, suspend or discipline any Employee for cause.
2. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance procedure.
3. If the discharge of an Employee results from conduct relating to a patient and/or program participants, and the patient and/or program participant does not appear at the arbitration, the arbitrator shall not consider the failure of the patient and/or program participant to appear as prejudicial.
4. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

ARTICLE XXVI
No Strikes or Lockouts

1. Neither the Union nor any Employee shall authorize, encourage or engage in any strike (whether economic, unfair labor practice, sympathy or otherwise), refusal to work overtime, slowdown or boycott, work stoppage, sick-out, or other individual or concerted interference (direct or indirect) with the activities of the Employer during the term of this Agreement.
2. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, slowdown or boycott, work stoppage or other concerted interference with the operations of the Employer occur, the Union shall, as soon as possible (but in no event more than 24 hours) after a request by the Employer:

- a. Publicly disavow such action by the Employees;
 - b. Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union; and
 - c. Notify Employees of its disapproval of such action and instruct such Employees to cease such action and to return to work immediately.
3. The Employer shall not engage in a lockout during the term of this Agreement.

ARTICLE XXVII

Grievance and Arbitration Procedure

1. Definition of Grievance: A grievance is any dispute between the parties arising under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof. Any grievance arising between the Employer and the Union or an Employee represented by the Union shall be settled in the manner set forth below. A grievance may be presented by either the Union or the Employer. If presented by the Employer, it shall be presented by written notice to the Union, with a copy to the Delegate, whereupon the matter shall proceed directly to Step 2.b of the grievance procedure.

2. Step 1—Presentation of Grievance:

- a. Within, thirty (30) days of an event giving rise to a grievance, the Union may present a grievance in writing to the Director of Human Resources or designee. The written grievance shall describe the issue in detail, including but not limited to the section(s) of this Agreement alleged to have been violated.
- b. The Director of Human Resources or designee will provide the Union with a written response to the grievance within seven (7) calendar days. If a written response is not provided within that time period, the grievance shall be deemed denied.

3. Step 2—Grievance Meeting:

- a. If the Union is not satisfied with the resolution of the grievance at Step 1, the Union may, within seven (7) calendar days from the date of the Employer's response, submit (i.e., be received by the Employer) a written request for a Step 2 meeting.
- b. The Employer will offer a date and time for such meeting that is within seven (7) calendar days after the Union's request for a meeting. If the offered date and time are not acceptable to the Union, the parties will act in good faith to find a later mutually-agreeable time. If the parties are unable to agree on a date and time for the meeting within thirty (30) days after the Union's request for a meeting, the Employer may, at its election, continue to try to schedule a Step 2 meeting or may inform the Union in writing that the grievance is denied without a Step 2 meeting.
- c. The Step 2 meeting, if held, shall be between the Union's Business Representative(s), with the grievant(s) and (if desired) one Delegate, and the Employer's designated representative(s) for such meeting.

- d. If a Step 2 meeting is held and the grievance cannot be resolved, the Employer will provide a written response to the Union within seven (7) calendar days from the date of the meeting. All Step 2 decisions will be emailed to the Organizer and Area Director and a copy given to the delegate who handled the case.
 - e. If the grievance was presented by the Employer to the Union, the Employer's written request for a Step 2 meeting shall be submitted within thirty (30) **days of** the events giving rise to the grievance.
 - f. A grievance concerning a discharge or suspension may be presented initially at Step 2.
 - g. A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Step 1 lacks authority to settle, may initially be presented at Step 2 by a Union representative.
4. Step 3—Arbitration:
- a. If no satisfactory resolution can be agreed upon, the Union or the Employer shall notify the American Arbitration Association of its claim within thirty (30) days after the written response in Step 2. The arbitration shall proceed under the American Arbitration Association's Labor Rules then in effect.
 - b. The fees and expenses of the Arbitrator appointed and of the AAA shall be borne equally by the Employer and the Union.
 - c. The award of the arbitrator shall be final, conclusive and binding upon the Employer, the Union and the Employees.
 - d. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.
 - e. Exhibit D hereto shall apply with respect to arbitration of residual classifications.
5. Waiver: Any grievance not presented within the time limits at any step of the grievance procedure provided herein shall be deemed waived.

ARTICLE XXVIII
Professional Practice – Clinical Employees

Credentialing, Privileges, and Certifications

Licensed staff as listed above at PPGNY are credentialed at hire, and periodically, to confirm the validity of their education, licenses, certifications, and other qualifications in accordance with Planned Parenthood Federation of America requirements. Verification of credentials may be performed directly by PPGNY or by a third-party credentialing service. Licensed staff must participate in and successfully complete the credentialing process in order to be eligible for appointment or reappointment to the medical staff.

Advanced Practice Clinicians are expected to obtain and maintain clinical privileges as necessary to ensure the availability of a broad range of services to patients at every location. If an Advanced Practice Clinician is asked or required to obtain a new clinical privilege, they will be provided with appropriate training and sign off.

To the extent that non-licensed Employees are required to maintain certifications or other credentials in order to be able to perform their job duties, such Employees must be able to provide documentation of such certification or credential upon request. If staff whether or not they are licensed are unable to maintain a required certification or credential, they will be provided with reasonable time to receive the certification or credential.

While the Employer shall endeavor to continue providing notice to Employees concerning the upcoming expiration of their licenses, certifications and credentials, it shall be the Employee's obligation to obtain and maintain their licenses, certifications and credentials. If the failure to maintain the licenses, certifications or credentials results in an Employee's inability to provide services as required by the position, and the deficiency can be cured, the employee shall be placed on an unpaid leave for a reasonable period while they cure that deficiency. Prior to going on unpaid leave, the Employee may use their accrued but unused PTO time during this period.

Licenses and Continuing Education

Licensed staff who are required to maintain valid professional licenses to perform their job duties. To support licensed staff in fulfilling this requirement, the organization will reimburse licensed staff in the job titles listed below for the renewal costs of their primary professional license as well their DEA license provided a valid license is required for their role. Staff with dual licenses who use both licenses in the performance of their duties for PPGNY will be reimbursed for the renewal costs for both licenses:

- Certified Nurse Midwife
- Licensed Clinical Social Worker
- Licensed Master Social Worker
- Licensed Practical Nurse
- Nurse Practitioner/Advanced Practice Registered Nurse
- Physician Assistant
- Registered Nurse

Part-time staff working at least 21 hours but less than full time may submit for reimbursement of their license expenses on a prorated basis. PPGNY will not be responsible for late fees or other costs associated with failing to submit a timely renewal application.

PPGNY will provide licensed staff, as listed above, annual reimbursement of up to \$250 to support continuing education. Continuing education funds are intended to be used to cover registration fees for learning opportunities directly relevant to the Employee's job duties. Funds may not be used for travel or any other purpose. Employees seeking reimbursement must provide

information regarding the subject matter of the learning opportunity along with evidence of attendance or successful completion of the course or program for which reimbursement is sought.

Clinical Competence

In accordance with PPFA guidelines, state law, and regulatory requirements, PPGNY will, in its sole discretion, assess the clinical competence and performance of licensed, certified, and other clinical support staff periodically. Such assessments may include chart review; direct observation; oral, written, and virtual question and answer; monitoring compliance with training requirements; and any other recognized method of assessing competence and/or performance.

Staff who do not to demonstrate competence in a clinical area will be provided the opportunity for retraining, if retraining is appropriate. Failure to maintain clinical competence after retraining may result in a loss of appointment to the medical staff, if applicable, and/or separation from employment.

Advanced Practice Clinicians who are determined not to have met clinical standards or who do not demonstrate competence in a clinical area in which they have been issued privileges, may have that clinical privilege denied, restricted, or revoked. A loss of privileges may result in the individual becoming ineligible for appointment to the medical staff.

In the event the Union or the Employee disagrees with PPGNY's determination of clinical competence, that determination may be challenged through the grievance process, except that, if pursued to arbitration, the arbitrator's only authority will be to determine whether PPGNY's determination of clinical competence was made in bad faith.

APC Training Assignments

APCs shall be assigned to precept or to train new hires or APC's seeking additional privileges on a rotating basis, provided the APC has been granted privileges in the areas where training is required. APCs who are assigned to train another APC shall have their template reduced by at least 25% and not more than 50%, following discussion between the APC and their supervisor, depending on the trainee's prior experience and skill, on any day when they are being shadowed by the trainee, directly monitoring the work of the trainee, or otherwise working alongside the trainee Employee in the same exam rooms.

SAB Services

Patient volume in the surgical abortion service shall be managed with consideration given to available nurse resources. Patient volume can vary significantly from day-to-day. PPGNY will continue its current practice of moderating patient flow to ensure staffing levels consistent with safe patient care.

PPGNY shall continue the practice of holding a monthly meeting with SAB nurse staff to discuss visit volume, service delivery issues, training needs, staff schedules and assignments, and other operational issues. PPGNY shall establish a committee focused on quality assessment and

performance improvement in the SAB service line. Membership will be made up of representatives from the SAB nursing staff, support staff who work in the SAB service, and clinical leaders. The quality committee will meet at least once per quarter and to discuss issues related to clinical care and will review available data, including data related to patient experience, patient safety, clinical practice, cycle times, visit volume, and other operational procedures with the goal of developing strategies for improving patient outcomes, promoting patient safety, increasing operational efficiency, and supporting staff engagement.

Training for Nurses assigned to the SAB service will be responsive to, and scaled based on, the needs of the trainee. PPGNY will use established competency and orientation checklists to guide the onboarding and/or training of nursing staff. Staff will not be assigned or required to perform a service on which they have not been signed off or deemed competent to perform.

Medical Assistant Certification

Upon ratification of this Agreement, Employees holding the job title of Health Care Associate or Patient Care Associate will receive a certification differential of \$1.28 per hour for the period of time as they can demonstrate current, valid Medical Assistant certification consistent with the below:

- Certified Medical Assistant (CMA) through the American Association of Medical Assistants
- Registered Medical Assistant (RMA) through the American Medical Technologists
- National Certified Medical Assistant (NCMA) through the National Center for Competency Testing
- Certified Clinical Medical Assistant (CCMA) through the National Healthcareer Association

HCA's and PCA's who hold one of the above certifications will be eligible for reimbursement of standard renewal fees and reimbursement of up to \$250 for expenses incurred to meet continuing education requirements.

Employees will become ineligible for the differential as of the date they cease to hold a valid certification as confirmed through primary source verification through the relevant certifying body.

ARTICLE XXIX

Professional Practice—Administrative Employees

Administrative members of the unit are staff that are employed in the departments of

- Education & Training
- Community Engagement
- External Affairs

Travel

Commute time, i.e. travel between an Employee's home and PPGNY NYC work sites, is not considered work time.

When staff travel from home to an external site without going first to one of the PPGNY NYC locations, their work time will begin after 75 minutes of travel. When staff travel from an external site to home and their travel time is expected to be longer than 75 minutes, the time after 75 minutes until they reach their destination will be considered work time.

Staff are generally expected to use public transportation to travel to offsite work locations and may use the most accessible route. Staff may use a taxi or a rideshare service in cases of inclement weather, to accommodate oversized or fragile materials that cannot fit into a rolling bag, or if they must travel after 9pm. Staff must seek and secure supervisor approval for such expenses in advance of incurring it. Staff who fail to obtain supervisor approval for a taxi or rideshare in advance may be denied reimbursement for such expense.

Flexible Schedules

In order to deliver services or programs more effectively, Employees may, with advance notice, be assigned to work hours other than their regularly scheduled working hours. In these circumstances, a supervisor will permit the Employee to work a flexible schedule with more or fewer hours on other working days as needed to stay within the Employee's prescribed workweek. Where flex time cannot be accommodated in the same workweek, it shall be accommodated within the same pay period. Employees may request ways to take flex time, for example, arriving to work later than ordinarily scheduled or leaving work earlier than regularly scheduled. Such requests will be granted consistent with business need and shall not be unreasonably denied.

Compensatory Time

When, because of the volume or nature of the programming work to be completed, Employees are assigned or expected to work a total number of hours that exceed their regular workweek, Employees shall accrue compensatory time off. Compensatory time shall be accrued on an hour per hour basis. Employees shall not be paid overtime for earned compensatory time. Accrued compensatory time must be used after it is accrued, and on a different day within the same pay period on which the Employee was scheduled to work. Employees may request the day(s) on which they take compensatory time. Such requests will be granted consistent with business need and shall not be unreasonably denied.

For Employees who are paid on an hourly basis, if all compensatory time cannot be taken during the pay period in which it is accrued, such Employees shall be paid for the additional hours worked.

For Employees who are paid on a salary basis, if all compensatory time cannot be taken during the pay period in which it is accrued, such Employees shall work with their supervisor to use the compensatory time off in a future pay period.

Remote Work

Remote working arrangements are reviewed and approved based on organization and business needs. An Employee in a job title approved for remote work may be permitted to work remotely on an informal basis, such as for a short-term project, or on a formal basis in accordance with a schedule approved by their manager. Requests for remote work arrangements will be considered in accordance with staffing and business needs.

To be eligible for a formal remote work arrangement, an Employee must:

- Have successfully completed their introductory period
- Adhere to time and attendance requirements
- Be able to demonstrate the ability to meet attendance, productivity, and quality expectations with adequate independence
- Not have received discipline in the previous 90 days or currently be on a performance improvement plan
- Be able to demonstrate availability for meetings and other necessary modes of communication during working hours
- Provide assurances that the Employee is able to provide an appropriate remote work environment, including privacy, where required, reliable internet access and telephone service.

Regardless of whether an Employee's job title is deemed eligible for remote work, any individual Employee may be required to report for onsite work temporarily or permanently as business needs require. PPGNY may adopt remote work policies not inconsistent with this provision.

ARTICLE XXX **Conferences**

From time to time, Employees may have the opportunity to attend and/or to represent the organization at conferences. The decision on who may attend a conference will be made in the supervisor's discretion based on a variety of factors, including:

- Whether the overall cost of attendance, including registration, travel, meals, and lodging, was feasible in light of the department's budget, and the availability of alternative funding sources.
- Business and educational value of the conference.
- Whether the topic of the conference would build necessary internal expertise in the organization or otherwise enhance the organization's ability to carry out its functions more effectively.
- Whether the topic of the conference would enhance the Employee's job-related subject matter knowledge, competencies, and/or ability to perform their job duties fit.
- Whether and how many previous opportunities the Employee has had to attend similar events.

- Whether the Employee's attendance would impair, jeopardize, or otherwise harm the organization's ability to carry out other necessary work while the Employee was at the conference.

Employees selected to attend a conference that meets during their regularly scheduled work week will be paid their regular hours for any days of the conference.

An Employee who is paid on an hourly basis who is selected to attend a conference, shall:

- In advance of the conference, meet with their manager regarding the conference schedule to determine which sessions or events are to be considered work events and which are considered discretionary and therefore not work. Employees are expected to attend all conferences sessions or events that are deemed work. For the week in which they attend a conference hourly Employees shall receive the greater of their actual hours worked or their regular pay for the week.
- Track their hours worked each day on a timesheet or clock in and out via the mobile app connected to PPGNY's human resources information system; and
- Work either a flex schedule or receive overtime for hours worked over 40 during the week of the conference, at their manager's discretion.

Employees paid on an hourly basis will also be paid at their regular rate for time spent traveling to the conference if such time is outside of their regularly scheduled work hours.

Travel and meal expenses shall be paid for and/or reimbursed in accordance with the organization's then-applicable policies and IRS guidelines.

ARTICLE XXXI **Effects of Legislation-Separability**

It is understood and agreed that all agreements herein 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 in contravention of the laws or regulations of the United States or of the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXXII **Health & Safety**

1. The Employer, the Union, and the individual Employee shall cooperate in encouraging the maintenance of a safe and healthy work place. The Employer shall comply with all Federal, State and local laws, including recently adopted OSHA pathogen standards. The Union shall agree to cooperate in encouraging such rules as are necessary to comply with such laws.

2. The Employer shall provide safety and health training for all Employees on work time. Employees shall receive annually an updated training session. The Union Health and Safety

Department will work with the Employer on course content and determining the appropriate number of hours of training.

3. In the event that any Employee shall be exposed to any communicable disease, the Employer agrees to promptly review proper procedures to be followed by Employees exposed to such communicable diseases.

4. Where an Employee comes in contact with blood and other body fluids as a result of job duties, the Employer will provide Hepatitis B vaccine to the Employee at no cost to the Employee.

ARTICLE XXXIII
Labor Management Committee

1. The parties support the establishment of Labor/Management Committee to explore the issues surrounding the employment of 1199 Employees. Those issues may include:

- The creation of new job titles.
- The creation of job groupings, job combinations and part-time/full-time jobs.
- Health and safety issues.

2. The Labor/Management Committee shall meet no less frequently than each quarter, or at such other times as are mutually agreeable to the parties. At least one (1) week in advance of a Committee meeting, the party chairing the meeting (alternating each 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 and the Employer's CEO.

ARTICLE XXXIV
Effective Dates and Duration

1. The Agreement shall be in full force and effect for the period beginning July 1, 2020 and ending June 30, 2023.


2. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination of this Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this 21 day of June, 2021.

1199SEIU UNITED HEALTHCARE WORKERS EAST

By:  _____

PLANNED PARENTHOOD OF GREATER NEW YORK

By:  Joy D. Calloway, 6/21/2021

1199SEIU Bargaining Committee

Ben Bass

Crystal Calendar

Van Douglas



Carissa Rantke



Hellen Mendez

Jessica Blue



EXHIBIT A
Check-Off Authorization

DUES CHECK-OFF AUTHORIZATION

TO

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by 1199SEIU United Healthcare Workers East as a condition of my membership; and in addition thereto, to deduct my membership dues from my wages or salary; and in addition thereto, to deduct each month an amount equal to monthly membership dues to be applied to past unpaid dues until the entire amount of unpaid past dues has been deducted and paid; and to remit all such deductions to 1199SEIU United Healthcare Workers East, 498 7th Avenue, New York, NY 10018 , no later than the tenth of each month immediately following the date of deduction or pursuant to the date provided in the Collective Bargaining Agreement.

This deduction is a voluntary act on my part and shall be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and shall, however, renew itself from year to year unless I give written notice of the revocation of this authorization addressed to the 1199/SEIU Dues and Membership Department at 498 7th Avenue, New York, NY 10018 .

Signature: _____ Date: _____

Print Name: _____

Social Security No: _____ / _____ / _____

Address: _____

City/State/Zip Code: _____

Date given to employer: _____

EXHIBIT C
Political Action Fund

POLITICAL ACTION FUND CHECK OFF AUTHORIZATION

I hereby authorize 1199SEIU United Healthcare Workers East, to file this payroll deduction form on my behalf with my employer to withhold \$10.00 per month or \$_____ per month or \$2.00 per week or \$_____ per week and forward that amount to the 1199SEIU Political Action Fund, 310 West 43rd Street, New York, NY 10036. This authorization is made voluntarily based on my specific understanding that:

1. The signing of this authorization form and the making of these voluntary contributions are not conditions of my employment by my Employer or membership in any Union;
2. I may refuse to contribute without any reprisal;
3. The \$10.00 monthly contribution is only a suggestion, and I may contribute more or less without fear of favor or disadvantage from 1199SEIU or my Employer; and
4. The 1199SEIU Political Action Fund uses the money it receives for political purposes, including but not limited to, making contributions to and expenditures on behalf of candidates for federal, state, local offices and addressing political issues of public importance.
5. Contributions to the 1199SEIU Political Action Fund are not deductible as charitable contributions for federal income tax purposes. Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year.
6. This authorization shall remain in full force and effect until revoked by me in writing to the 1199SEIU Political Action Department at 330 West 42nd Street - 7th Floor, New York, NY 10036.

Signature: _____ Date: _____

Print Name: _____

Social Security No.: _____ (Last four digits only) Email: _____

Address: _____

City/State/Zip Code: _____

Collected by _____
(Please Print)

Membership ID # _____

Please return the completed application to the Dues Department for processing:

1199SEIU United Healthcare Workers East
Dues Department
310 West 43rd Street 2nd Floor
New York, NY 10036

EXHIBIT D
Residual Job Classifications

The following shall apply with respect to newly created titles during the term of this Agreement:

(a) Subject to the limitations set forth in subparagraph (f) below, where the Union seeks arbitration of a grievance asserting that a classification is improperly excluded from its existing represented unit(s), the claim shall be submitted to an Arbitrator as set forth below.

(b) An arbitrator shall be selected through the American Arbitration Association rules.

(c) When a grievance described in subparagraph (a) above has not been resolved under the grievance procedure in Article --- (Grievance Procedure), the Union or Employer shall file with the American Arbitration Association. The Union and the Employer shall equally share the cost and expenses of the arbitration proceeding.

(d) The Arbitrator shall determine if the job classification should be included in an existing unit applying NLRA law, including but not limited to a history of exclusion of the job classification at issue at the Employer, as well as relevant principles of contract law.

(e) The Union and the Employer shall expedite the arbitration process by defining the relevant issues and agreeing to exchange available relevant information prior to the hearing.

(f) This arbitration procedure shall not apply to:

1. guards;
2. any job classification that is excluded from coverage by this Agreement pursuant to Article I, paragraph 1 (b);
3. any professional job classification that is not within a profession already represented by the Union at the Employer;
4. any job classification that has been excluded from representation by an express written agreement between the Union and the Employer; or
5. any job classification that is unrepresented as a result of a prior election at the Employer, or as a result of an express exclusion in a prior determination of the NLRB.

(g) The Arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Exhibit D. The Arbitrator's decision under this Exhibit D shall be deemed final and binding by the parties to the proceeding, and neither party shall resort to the National Labor Relations Board for review of the issues covered by the award. Neither party to the proceeding shall challenge such award on the ground that the arbitral forum was improper for resolving the Union's grievance, unless the arbitration is precluded by the terms of subparagraph (f) above.

(h) Nothing in this Exhibit D shall be deemed to modify or supersede any other provision of this Agreement, including, but not limited to, the provisions of paragraph 2 of Article I.

ATTACHMENT A
Union Organizing Rights

The Employer and the Union agree that it is in the best interest of quality care and non-disruption of the operations of the Employer to adopt a process by which Employees who are not currently represented by the Union can decide whether to be represented by the Union:

1. Employees will have the right to decide whether to be represented by the Union without harassment, coercion, intimidation, promises or threats by either the Employer or the Union:
 - a. The Employer shall remain neutral on the question of unionization, that is the Employer shall take no position with respect to unionization and shall not urge Employees to vote no.
 - i. The Employer shall not advise workers either in writing or verbally to vote no
 - ii. The Employer shall prohibit any manager, agent or supervisor to meet one on one or in group meetings where the subject of the meeting is unionization
 - b. The Union agrees that its communications to the Employees shall not be derogatory of the motive or mission of the Employer or the management of the Employer. The Union agrees that its organizational activities shall be carried out in a manner that does not disrupt patient care or otherwise interfere with the operations of the Employer.
2. Correction of Inaccuracies - Nothing contained in this Agreement shall be construed as limiting either the Union's or the Employer's right to correct any inaccurate statements made by the other during the period covered by this Agreement, provided that the corrections are made in a manner consistent with the speech standard in paragraph 1.
3. The Union and its representatives will not coerce or threaten any Employee of the Employer in an effort to gain support. The Employer and its representatives will not coerce or threaten any Employee of the Employer in an effort to dissuade Employees from supporting the Union.
4. Neither the Employer nor the Union will involve third parties, external individuals, entities, or organizations (i.e., media, legislatures, regulators, healthcare providers, elected officials) in any effort to damage the reputation or credibility of the other party.
5. Before the Union solicits cards from Employees in any titles, units or locations of the Employer, it shall serve a Notice of Intent to do same upon the Employer describing such titles, units, or locations. Upon receipt of the notice, the Employer shall provide the Union with a list of non-supervisory Employees eligible for representation in each appropriate unit that contains each Employees' name, title, assigned location, work phone and email and personal email if available to the Employer.
6. The Union shall not solicit cards from or serve a Notice of Intent with regard to Employees in the departments of Compliance and Risk, Finance (except Financial Counselors and

other titles to be reviewed), General Counsel or Legal, Human Resources, or the Office of the President.

7. Employees will be informed that they have the right to decide whether to be represented in the attached joint statement from the Employer and Union which specifically advises the Employees that the choice will be theirs alone and that the Employer will remain neutral.
8. Employees who wish to discuss joining the Union will be permitted to speak with their co-workers on the Employer's premises during non-working hours.
9. The Parties agree that any disputes regarding this Attachment shall be resolved through binding arbitration before an arbitrator designated by the Parties with a resolution process that provides for immediate resolution of issues of conduct (i.e. within 72 hours).
10. Except as otherwise expressly set forth herein, nothing in this provision shall restrict or retrain either party's rights under the National Labor Relations Act.

Exhibit A to Attachment A – Joint Letter

PPGNY logo

1199SEIU Logo

To: [Unit Employees/Location]

1199SEIU (The Union) is seeking to represent you for purposes of collective bargaining. 1199SEIU and PPGNY have jointly prepared this letter in the shared belief that you should understand the nature of the relationship between PPGNY and 1199SEIU, your rights and the process that will be followed as the Union seeks to gain your support.

The question of whether Employees should be represented by 1199SEIU is one that Employees should answer for themselves. In addition, the unionization campaign should not interfere with patient care. To this end, PPGNY has agreed to remain neutral during the course of the organizing campaign. And both PPGNY and 1199SEIU have agreed to not engaging in attacks or derogatory comments concerning the mission, motivation, leadership or representatives of either PPGNY or the Union.

No Employee will be granted any benefit or suffer any detriment because they choose to support or oppose representation by the Union. PPGNY and 1199SEIU respect the ability of Employees to consider and answer this question and will respect the results of the election.

We believe this agreement creates a fair and expeditious procedure through which PPGNY Employees can decide whether they wish to be represented by 1199SEIU.

STIPULATION I
Bargaining Unit

All full time and part time Administrative and Program Assistants, Administrative Assistants (Project Street Beat), Administrative Associates (Education), Administrative Associates (Facilities), Administrative Coordinators, Administrative and Program Managers, Adult Role Models (ARM), Adult Sexuality Educators, Advanced Practice Clinicians, Brand and Marketing Managers, Business Associates, Business Associate Trainers, Care Navigators, Case Managers, Clinical Administrative Coordinators, Clinical Research Coordinators, Clinical Research Managers, Clinical Services Trainers, Clinical Services Training Coordinators, Clinical Staff Schedulers, Community Organizers, Data Coordinators, Data Systems Specialists, Drivers, Engagement and Enrollment Specialists, Engagement Specialists, Facilities Assistants, Facilities Coordinators, Facilities Management Assistants, Financial Counselors, Flow Coordinators, Follow-Up Coordinators, Government Relations Associates, HCA Trainers, Health Care Associates, HIV Prevention Specialists, Inventory Control Associates, Inventory Coordinators, LPNs, Laboratory Coordinators, Laboratory Technologists, Lead Navigators, Maintenance Associates, Materials Management Specialists, Medical Records Coordinators, Office Services Managers, Patient Care Associates, Patient Care Associate Trainers, Patient Follow-Up Coordinators, Patient Follow-Up Nurses, Patient Referral Coordinators, Phlebotomists, PP Generation CUNY Organizers, Professional Programs Managers, Project Managers (Innovation and Impact), Promotores de Salud, Publications Content Specialists, Registered Nurses, Registered Nurses – Charge Nurses, Registered Nurse Coordinators, Senior Adult Sexuality Educators, Senior Drivers, Senior Engagement Specialists, Senior Patient Referral Coordinators, Senior Sexuality Educators, Sexuality Educators, Sexuality Educator/Trainers, Site Financial Counseling Coordinators, Social Workers, Sonographers, Sonographer/Trainers, Strategic Initiatives Managers, Surgical Care Assistants, TeleHealth Advanced Practice Clinicians, Training Institute Coordinators, Transgender/Non-Binary Patient Navigators, Youth Health Promoters Program Coordinators, and Youth Program Health Promoters employed by the Employer at its facilities located at 26 Bleeker Street, New York, NY 10012; 44 Court Street, Brooklyn, NY, 11201; 21-41 45th Road, Long Island City, NY, 11101; 349 East 149th Street, Bronx, NY, 10451; 23 Hyatt Street, Staten Island, NY, 10301

STIPULATION II
Minimum Rates

Title	Hourly	Annual*
Administrative Assistant, PSB	\$ 22.55	\$ 43,973
Administrative Associate, Education	\$ 22.55	\$ 43,973
Administrative Associate, Facilities	\$ 22.55	\$ 43,973
Administrative Coordinator	\$ 25.93	\$ 50,564
Administrative and Program Manager	\$ 25.93	\$ 50,564
Adult Role Model (ARM)	\$ 19.61	\$ 38,240
Adult Sexuality Educator	\$ 25.93	\$ 50,564
Advanced Practice Clinician/Tele-Health APC	\$ 62.56	\$ 122,000
Brand & Marketing Manager	\$ 35.50	\$ 69,225
Business Associate	\$ 20.00	\$ 39,000
Care Navigator	\$ 24.00	\$ 46,800
Case Manager	\$ 29.00	\$ 56,550
Clinical Research Coordinator	\$ 30.34	\$ 59,163
Clinical Staff Scheduler	\$ 30.34	\$ 59,163
Community Organizer	\$ 25.93	\$ 50,564
Data Coordinator	\$ 30.34	\$ 59,163
Driver	\$ 19.61	\$ 38,240
Engagement & Enrollment Specialist	\$ 25.00	\$ 48,750
Engagement Specialist	\$ 24.00	\$ 46,800
Facilities Assistant	\$ 25.00	\$ 48,750
Facilities Coordinator	\$ 25.93	\$ 50,564
Financial Counselor	\$ 24.00	\$ 46,800
Flow Coordinator	\$ 26.00	\$ 50,700
Follow-up Coordinator	\$ 26.00	\$ 50,700
Government Relations Associate	\$ 30.34	\$ 59,163
Health Care Associate	\$ 22.55	\$ 43,973
HIV Prevention Specialist	\$ 23.00	\$ 44,850
Laboratory Coordinator	\$ 22.55	\$ 43,973
Laboratory Technologist	\$ 30.34	\$ 59,163
Lead Navigator	\$ 25.93	\$ 50,564
Maintenance Associate	\$ 19.61	\$ 38,240
Materials Management Specialist	\$ 19.61	\$ 38,240
Medical Records Coordinator	\$ 22.00	\$ 42,900
Patient Care Associate	\$ 22.55	\$ 43,973
Patient Follow-Up Nurse	\$ 41.53	\$ 80,984
Patient Referral Coordinator	\$ 27.00	\$ 52,650
Professional Programs Manager	\$ 30.34	\$ 59,163
Promotores de Salud	\$ 19.61	\$ 38,240

Title	Hourly	Annual*
Research and Evaluation Coordinator	\$ 30.34	\$ 59,163
Registered Nurse	\$ 41.53	\$ 80,984
Registered Nurse - Charge Nurse	\$ 41.53	\$ 80,984
Registered Nurse Coordinator	\$ 41.53	\$ 80,984
Senior Adult Sexuality Educator	\$ 25.93	\$ 50,564
Senior Driver	\$ 30.34	\$ 59,163
Senior Engagement Specialist	\$ 22.55	\$ 43,973
Senior Patient Referral Coordinator	\$ 25.93	\$ 50,564
Senior Sexuality Educator	\$ 25.93	\$ 50,564
Sexuality Educator/Trainer	\$ 25.93	\$ 50,564
Site Financial Counselor Coordinator	\$ 32.14	\$ 62,673
Social Worker	\$ 33.63	\$ 65,580
Sonographer	\$ 35.50	\$ 69,225
Sonographer/Trainer	\$ 33.63	\$ 65,580
Strategic Initiatives Manager	\$ 30.34	\$ 59,163
Training Institute Coordinator	\$ 30.34	\$ 59,163
Transgender/Non-Binary Patient Navigator	\$ 27.00	\$ 52,650
Youth Health Promoters Program Coordinator	\$ 30.34	\$ 59,163

*all annual rates based on 37.5 hour work week

STIPULATION III
Clinical Experience Grid

Registered Nurse Experience	Points
RN license with additional certifications (e.g. ACRN/AACRN, CANS, CCNS, CCRN, CEN, CIC, CMSRN, CNE, CNL, CNOR, CNS-BC, CPAN, RN-BC, SANE-A) See: Complete List of Common Nursing Certifications 2021 Nurse.org	1 point for license per year + 1 point for each add'l cert
Hospital experience, including <ul style="list-style-type: none"> • PACU • Surgical step down • MedSurg • ED (2 points) • L&D 1 point • Gyn (2 points) 	ED experience and Gyn experience are both 2 points per year All other experience, 1 point per year
Ambulatory experience, including <ul style="list-style-type: none"> • Women's Health • Primary Care & Family Practice • LGBTQ care • Trans care (2 points) • Men's/penile sexual health care 	Trans care is 2 points per year of experience All other experience, 1 point per year
Providing sedation	2 points per year
Experience in community health settings <ul style="list-style-type: none"> • FQHC, rural health clinic, state or municipal health clinic) 	1 point per year
Abortion care	2 points per year
ACLS	1 point per year
Experience as a team lead or other people leadership role	2 points per year
Prior LPN experience	1 point per year
Any other experience as a licensed/certified practitioner in the above areas (APRN, PA, CNM, PT/OT, Doula, etc.)	3 points total regardless of # of years.

Advanced Practice Clinician Experience	Points
Ability to practice without a collaborative agreement	2 points per year
APRN license with additional certifications (e.g. APRN-BC, WHNP, ACNP, FNP)	1 point for license per year + 1 point for each add'l cert
DNP	1 point per year
<ul style="list-style-type: none"> • Experience with any of the following: <ul style="list-style-type: none"> ○ Abortion (2 points) ○ Ultrasound ○ THT care (2 points) ○ LARCs 1 point ○ People w/penises ○ Colpo/LEEP management (2 points) ○ SRH ○ Gyn care, <ul style="list-style-type: none"> • including endometrial and vulvar biopsy (2 points) 	2 points per year for <ul style="list-style-type: none"> • Abortion care • THT care • colpo/LEEP • endometrial and vulvar biopsy All other experience, 1 point per year
<i>(Same as for RNs)</i> Hospital experience, including <ul style="list-style-type: none"> • PACU • Surgical step down • MedSurg • ED (2 points) • L&D 1 point • Gyn (2 points) 	ED experience and Gyn experience are both 2 points per year All other experience, 1 point per year
<i>(Same as for RNs)</i> Ambulatory experience, including <ul style="list-style-type: none"> • Women's Health • Primary Care & Family Practice • LGBTQ care • Trans care (2 points) • Men's/penile sexual health care 	Trans care is 2 points per year of experience All other experience, 1 point per year
<i>(Same as for RNs)</i> Providing sedation	2 points per year
<i>(Same as for RNs)</i> Experience in community health settings <ul style="list-style-type: none"> • FQHC, rural health clinic, state or municipal health clinic) 	
Abortion care	2 points per year
ACLS	1 point per year
Experience as a team lead or other people leadership role	2 points per year

Prior LPN experience	1 point per year
Any other experience as a licensed/certified practitioner in the above areas (LMSW/LCSW, PT/OT, etc.)	3 points total regardless of # of years.
Social Worker Experience	
LMSW	Points 1 point per year
LCSW LCSW-R	2 points per year LCSW-R is 2 points total regardless of # of years
Experience in a private practice or other clinical therapeutic setting (clients are evaluated and issued a treatment plan and visits are billed)	2 points total regardless of # of years
DNP	1 point per year
Experience or certification in any of the following <ul style="list-style-type: none"> • SRH 1 point • Intimate partner violence planning (2 points) • Cognitive Behavioral Therapy (CBT) • Dialectical Behavior Therapy (DBT) • Motivational interviewing • THT (2 points) • Trauma informed care/crisis intervention (e.g. mobile crisis unit, abortion hotline, CPEP, Psych ER) 	2 points per year for: <ul style="list-style-type: none"> • IPV Planning • THT counseling All other experience, 1 point per year 1 add'l point for year for certification in any of these areas
Field social work/counseling with marginalized populations (people experiencing homelessness, substance abuse disorders, adolescents, etc.)	2 points per year
Experience as a team lead or other people leadership role	2 points per year
Any other experience as a licensed/certified practitioner in the above areas (RN, APRN, PA, CNM, PT/OT, etc.)	3 points total regardless of # of years.