

**Summary of Collective Bargaining Agreement
Planned Parenthood of Orange and San Bernadino Counties and UFCW 324**

Article Number & Name	Summary of Key Provisions	Notes and Comments (highlight difference between existing policies)
Cover Page	Term of Agreement April 1, 2025, to March 30, 2028	3-year agreement
Article 1 – Bargaining Unit	1.1 Defines that the contract covers AMAs working in Orange County. 1.2 Employer will notify Union of any potential changes to AMA job classification that can impact members of the bargaining unit. If another classification is doing, or in the future does work similar to AMAs, it would also be covered.	Creates some protection against other classifications absorbing AMA work.
Article 2 – Non-Discrimination	2.1 Non-discrimination language. 2.2 Employees shall have access to all-gender restrooms, Employer will honor people’s gender identity and update public facing badges consistent with that identity. 2.3 Employer and Union shared anti-racism statement.	Strong language commitment to non-discrimination.
Article 3 – Union Membership	3.1 – 3.1.4 Employees must join the union (or pay equivalent amount of dues to union) within thirty (30) days of being hired (or the date of this contract whichever is later) and remain in good standing with union. Employer must notify Union of terminations. 3.2 Employer will deduct union dues and fees from members’ paycheck upon authorization. 3.3 Employer will deduct voluntary political contributions.	Dues are currently \$10.60 per week. No initiation fee for employees on payroll when contract becomes effective. Future members pay one (1) time initiation fee of \$100. If employees opt-in to voluntary political contributions, they are \$1 per week.
Article 4 – Employment Practice and Discipline	4.1 AMA job openings must be posted electronically seven (7) days in advance. Current employees eligible to transfer into these open positions on the basis of seniority if they apply during posting period and meet qualifications (for example - bilingual skills). If granted the transfer, all previously approved time off should be respected. 4.2 Employees can review their personnel files. 4.3 Employee can only be disciplined or fired for just cause. 4.4. Establishes the concept of progressive discipline as a contractual guarantee. Provides that PPOSBC needs to issue discipline in a timely manner. Creates an expectation that repeated infractions should lead to a Performance Improving Plan (PIP) and that the needed improvements specified in the PIP should be measurable and attainable.	Creates priority for existing employees to transfer into open positions at other clinics. Just cause language changes employment status from “at-will” to “just cause”. Strong legal protection against unfair discipline or terminations. Guarantees progressive

Summary of Collective Bargaining Agreement Planned Parenthood of Orange and San Bernadino Counties and UFCW 324

	<p>4.5 Members have the right to a union rep or steward during investigatory meetings that can lead to discipline.</p> <p>4.6 Write ups valid for up to one (1) year for progressive discipline, then “expire”.</p> <p>4.7 Employer can use suspension as part of discipline when appropriate.</p> <p>4.8 Provides a five (5) minute grace period for punching in if Employee has to park off-site (right now, only applies to Westminster).</p>	<p>discipline for most (non-extreme) offenses.</p>
<p>Article 5 – Union Representatives</p>	<p>5.1 – 5.6 Union representatives can enter facility to investigate grievances or safety issues or for purposes of disciplinary meetings. Otherwise, Employee and unions reps should attempt to meet over phone / digitally. Each facility can have a Steward – a designated member to help with contract enforcement. Union can have a bulletin board. Union can conduct forty-five (45) minute on the clock orientations with new hires. Company will keep union up to date quarterly with employee roster and list.</p> <p>5.7 At the Union’s request, up to one (1) employee at a time can take a leave of absence of up to ninety (90) days to work for the union.</p>	<p>The language in regard to union access includes more restrictions than in most contracts, due to Company’s concerns related to security given nature of PPOSBC work.</p>
<p>Article 6 – Probationary Period & Definitions</p>	<p>6.1 Ninety (90) day probation period for new hires, able to be extended by ninety (90) days. Probationary period also applies to promotions, however employees demoted back during probationary period able to retain their old job.</p> <p>6.2 – 6.6 Defines full time employee as working forty (40) hours per week, part time as any less. Allows PPOSBC to hire temp workers to replace a union member on a leave of absence and up to three (3) temps for a six (6) month period for other reasons. Company can’t use Per Diem employee to replace AMA work.</p>	<p>Creates a guarantee of full-time staff at forty (40) hours – although this is the practice this protects against future changes.</p>
<p>Article 7 – Seniority / Layoff / Recall</p>	<p>7.1 Defines seniority.</p> <p>7.2 In the case of a need for layoffs, PPOSBC will seek volunteers first, then seniority shall govern the layoffs provided the more senior employee has skills to fill the position of the laid off employee.</p> <p>7.3 If clinic is closed, employees entitled to severance of one (1) week of pay for each year of service up to twenty (20) weeks of pay and benefit coverage through the end of the month of layoff.</p> <p>7.4 Employees who are laid off are eligible for reinstatement for up to twelve (12) months.</p>	<p>Skills relevant in layoff are predominantly things like ability to speak a language necessary in a certain clinic.</p> <p>Creates certainty on severance pay if a clinic forced to close.</p>
<p>Article 8 – Hours of Work and Overtime</p>	<p>8.1 PPOSBC should make reasonable efforts to schedule members for two (2) consecutive days off.</p> <p>8.2 Regular work week is 4 days and 10-hour shifts. Full-time staff guaranteed forty (40) hours, part-time guaranteed twenty (20) hours unless they want to work less.</p>	<p>Locks in the 4/10 model as the regular work week.</p> <p>Creates a penalty for lunches if not taken between third (3rd)</p>

**Summary of Collective Bargaining Agreement
Planned Parenthood of Orange and San Bernadino Counties and UFCW 324**

	<p>8.3 OT after forty (40) hours in a workweek. Also, OT if working more than forty (40) hours in any seven (7) day period.</p> <p>8.4 – 8.5 Requires employee to take lunches between third (3rd) and fifth (5th) hour of work, otherwise pay one (1) hour of penalty pay. Rest breaks contractually guaranteed at fifteen (15) minutes for each four (4) hours of work or major fraction thereof. Employees still entitled to penalty if forced to miss rest period.</p> <p>8.6 Work schedule posted at least four (4) weeks in advance, any changes must be done at least two (2) weeks before start of work week.</p> <p>8.9 If a part-time Employee works for forty (40) hours / week for four (4) consecutive weeks, they can request to be reclassified.</p>	<p>and fifth (5th) hour (while existing law only has penalty if lunch is after fifth (5th).</p> <p>Creates guarantee around schedule posting.</p>
<p>Article 9 – Salaries / Wages</p>	<p>9.1 Appendix A will form new base payrate. Pay rates can only be changed via negotiations in the event of a legal / legislative change that substantially impacts the Employer’s financial stability.</p> <p>9.2 Contract is a “floor” not a ceiling – e.g. they can pay Employees higher. Company will continue to conduct market assessments and can provide wage increases consistent with that assessment above the wage schedule.</p> <p>9.2.3. Employees will receive merit increases each October. Merit increases shall be at least 2.5% unless employee has a written warning or a PIP. Increases can exceed 2.5% as well, based on performance assessment.</p> <p>9.3.2 - 3. Employees who aren’t floats are paid for their extra commuting time if they are working at a clinic that is not their home clinic as well as extra miles beyond what they normally drive to their home clinic.</p> <p>9.4 Guarantees a \$5.00 differential for floats.</p> <p>9.5 Increases bilingual differential to \$.75 cents / hour.</p> <p>9.6 Guarantees AMA lead differential at \$2.00</p> <p>9.7 Creates a Training Differential of \$2.50 per hour for employees who are training other staff who aren’t classified as Leads.</p> <p>9.8 Creates a “Flex Differential” of \$3.50 per hour for employees working outside their home clinic who are not floats.</p> <p>9.9 Guarantees the ten (10%) percent weekend differential.</p> <p>9.10 Differentials can be stacked (e.g. Float and Bilingual).</p> <p>9.11 Guarantees that OT pay also includes OT on any differentials.</p> <p>9.12 Adjusts existing employee wages if a new hire starts at a higher rate and has comparable experience.</p> <p>9.13 In instances of emergency closures of one clinic, PPOSBC can ask employees to work at other locations. If that isn’t feasible, employee will be paid for the day.</p>	<p>See Appendix A for schedule of minimum wage increases – includes a minimum of \$3.00+ of pay increases of term of contract, with more possible via merit and market raises.</p> <p>Guarantees differential rates for Leads and Floats.</p> <p>Adds or improves the differentials for bilingual, training, “flex” working outside of your home clinic.</p> <p>Assures that future employees can’t be hired at higher rates than existing employees.</p> <p>Locks in all differentials being included in OT pay.</p>

**Summary of Collective Bargaining Agreement
Planned Parenthood of Orange and San Bernadino Counties and UFCW 324**

Article 10 – Holidays	10.1 Codifies eleven (11) holidays, when clinics are regularly closed. 10.2 – 10.5 Employees paid regular wages at ten (10) hours when facility is closed. If Holiday falls on vacation, paid Holiday pay rather than vacation. If Holiday falls on an Employees regular day off, Employee able to bank those Holiday hours and use at a future date.	Guarantees ten (10) hours of pay on holidays if facility is closed (at times, company has only paid eight (8) hours).
Article 11 – Vacation	11.1 – 11.2 Codifies existing vacation accruals. 11.3 Employee should request vacation thirty (30) days in advance, Employer should respond to request within fourteen (14) days. 11.5 Employees can cash out accrued and unused vacation up to two (2x) times per year, as long as eighty (80) hours stays in bank. 11.6 In some instances, Employees can use vacation time to cover last minute emergencies requiring missed work.	Mirrors existing Employer policies in relationship to vacation. Guarantees that they can't be reduced during term of agreement.
Article 12 – Sick and Bereavement Leave	12.1 Accrue 1 hour of sick time for every thirty (30) hours worked, no cap. 12.2 Use sick time consistent with CA law. Able to use sick time in fifteen (15) minute increments. 12.3 Five (5) days of paid bereavement to be taken within three (3) months of date of death. Also eligible for paid leave for reproductive or adoption loss.	Policies mirror existing sick and bereavement policies.
Article 13 – Leaves of Absence	13.1 – 13.7 Mirrors existing PPOSBC policies and LOA policies consistent with current state and federal leave.	
Article 14 – Group Insurance	14.1 -14.2 Full-time & part-time employees eligible for insurance after thirty (30) days. 14.3 Details ancillary benefits PPOSBC provides. 14.6 Locks in contribution rates for PPOSBC coverage based on the current plan year. Guarantees that Employee's contribution levels will not increase more than ten (10%) percent year from their existing contribution amounts. Guarantees that in no instance will union members pay more than other employees. 14.7 Guarantees PPOSBC will provide term-life for members.	Creates guarantees that limit increases to Employer's future contributions to their insurance coverage to no more than ten (10%) percent annually.
Article 15 – Retirement	15.1 – 15.3 Details 401(k), Safe Harbor Contributions, and Vesting Schedule for retirement plans. Guarantees for term of contract.	Mirrors current retirement policies.
Article 16 – Educational Assistance	16.1 Guarantees PPOSBC policies in relationship to tuition reimbursement equal to \$3k for full-time and \$1.5k for part-time employees.	Mirrors current educational assistance.
Article 17 – Grievance Procedure	17.1 – 17.5 Details the process for filing a grievance if an Employee or Union believes the contract has been violated, and especially if discipline is unwarranted or unfair. Important to note that Union must file the grievance within thirty (30) days of the event. If parties aren't able to resolve, the union can move the issue to arbitration and it will be decided upon by a neutral arbitrator.	Creates a process for resolving disputes that can ultimately be decided by an arbitrator if need be.

Summary of Collective Bargaining Agreement Planned Parenthood of Orange and San Bernadino Counties and UFCW 324

Article 18 – Savings	18.1 If a part of the agreement is invalidated due to a legal change, the rest of the agreement is still valid.	Standard contract language.
Article 19 – No Strike / No Lockout	19.1 – 19.2, 19.5 During the time this contract is valid, Employees will not strike, picket, boycott, hand-bill, or take another form of concerted work slow down or sick out. If an Employee engages in these behaviors, they can be immediately terminated. Union officials cannot encourage or endorse any such action. 19.3 Company will not lockout employees.	Standard contract language.
Article 20 – Labor Management Committee	20.1 Union and Employer will create a Joint Labor Management Committee (JLM) that will consist of three (3) members designated by union and three (3) members of management designated by PPOSBC. The committee can meet as often as every other month and work to resolve potential workplace issues, contractual issues or provide opportunity to work together on shared legislative and political goals. Employees paid for their time participating.	Creates a process for AMAs to provide on-going and direct feedback to leadership of company, including re: low staffing.
Article 21 – Safety Concerns	21.1 – 21.3 Employer will respond to safety / health / security concerns identified by Employees or the union as quickly as possible. They should provide ergonomic furniture consistent with existing policies. Union representatives have access to facilities to investigate a health and safety concern which is not immediately addressed by management.	Creates expectation to assure that safety concerns are addressed in a timely manner.
Article 22 – Staffing	22.1 – 22.2 Parties agree that appropriate staffing is a priority. Concerns about inadequate staffing should be communicated to management. 22.3 If management doesn't resolve issues, can be discussed at JLM. In advance of JLM, union can request relevant information related to patient volume like: patient counts per day, per month, and yearly averages at each of the facilities; scheduled staffing levels vs hours worked, etc. Such data shall be provided at least one (1) week prior to the scheduled JLM.	Commitment to provide adequate staffing. If staffing is issue, creates mechanism to address at JLMs.
Article 23 – Subcontracting	Subcontracting of bargaining unit is prohibited, except for exemptions related to temporary staff detailed in 6.5 or in any emergency.	Protects against subcontracting.
Article 24 – Duration	3 year contract	
Article 25 – Management's Rights	25.1 - 3 Details managements rights, including normal provisions like directing the workplace, disciplining when necessary, change rules and regulations, assigning work, etc. If they attempt to amend policies related to personal conduct and discipline, they should provide thirty (30) day notice to union before enforcing and provide opportunity for union to bargain on behalf of members.	Relatively standard contract language

**Summary of Collective Bargaining Agreement
Planned Parenthood of Orange and San Bernadino Counties and UFCW 324**

Base Wage Rates for Administrative Medical Assistants*				
Base Wage Rate on Contract Ratification	April 1, 2025	October 1, 2025	October 1, 2026**	October 1, 2027**
Under \$23.00 per hour at time of ratification	+\$1.00 additional dollars per hour in addition to base wage rate at time of ratification	Employees may (or may not) receive merit increases consistent with Article 9.2, or will receive at least \$25.00 per hour , whichever is greater	Employees may (or may not) receive merit increases consistent with Article 9.2, or will receive at least \$0.50 more per hour than on October 1, 2025 , whichever is greater	Employees may (or may not) receive merit increases consistent with Article 9.2, or will receive at least \$0.50 more per hour than on October 1, 2026 , whichever is greater
Employees earning \$23.00 or more per year , at time of ratification	+\$1.00 additional dollars per hour in addition to base wage rate at time of ratification	Employees may (or may not) receive merit increases consistent with Article 9.2 AND will receive \$1.00 more per hour than on April 1, 2025	Employees may (or may not) receive merit increases consistent with Article 9.2, or will receive at least \$0.50 more per hour than on October 1, 2025 , whichever is greater	Employees may (or may not) receive merit increases consistent with Article 9.2, or will receive at least \$0.50 more per hour than on October 1, 2026 , whichever is greater

**** Note that this .50-cent increase in 10/1/26 and 10/1/27 is a floor, not a ceiling.** Article 9.2.3 requires at least a 2.5% pay increase unless an employee is on a PIP or gotten a written warning in last year. This means any employee without a written warning will receive at least 62.5 cents each year as a floor, plus additional potential merit raises and any ‘market adjustments.’