

AGREEMENT

between

PLANNED PARENTHOOD OF
THE ROCKY MOUNTAINS, INC.

and

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 105, AFL-CIO, CLC

Expires September 19, 2021

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1-RECOGNITION	1
ARTICLE 2-UNION SECURITY.....	2
ARTICLE 3-INCLUSION AND NON-DISCRIMINATION.....	5
ARTICLE 4-MANAGEMENT RIGHTS.....	5
ARTICLE 5-UNION RIGHTS, REPRESENTATIVES & STEWARDS.....	7
ARTICLE 6-PROBATIONARY PERIOD	9
ARTICLE 7-TEMPORARY EMPLOYEES PERFORMING WORK IN A BARGAINING UNIT POSITION.....	9
ARTICLE 8-SENIORITY	10
ARTICLE 9-ASSIGNMENTS & JOB POSTINGS	11
ARTICLE 10-HOURS & OVERTIME.....	11
ARTICLE 11-WAGES.....	15
ARTICLE 12-HOLIDAYS AND WELLNESS/PERSONAL DAYS.....	17
ARTICLE 13-PAID LEAVE	18
ARTICLE 14-PERMANENT REDUCTIONS IN FORCE AND HOURS.....	19
ARTICLE 15-UNPAID LEAVE	21
ARTICLE 16-RETIREMENT	22
ARTICLE 17-EMPLOYEE BENEFITS.....	22
ARTICLE 18-PROFESSIONAL DEVELOPMENT	23
ARTICLE 19-DISCIPLINE AND DISCHARGE	23
ARTICLE 20-PERSONNEL RECORDS.....	25
ARTICLE 21-SEPARABILITY.....	25
ARTICLE 22-HEALTH CENTER COLLABORATIVES.....	25
ARTICLE 23-AGENCY-WIDE HEALTH CENTER COLLABORATIVE	26
ARTICLE 24-NO STRIKE/NO LOCKOUT.....	27
ARTICLE 25-SAFETY & TRAINING.....	28
ARTICLE 26-GRIEVANCE & ARBITRATION PROCEDURE.....	28
ARTICLE 27-DURATION.....	31
LETTER OF AGREEMENT	32
APPENDIX A.....	33
APPENDIX B.....	34

PREAMBLE

This Agreement is entered into by and between Rocky Mountain Planned Parenthood, Inc., d/b/a Planned Parenthood of the Rocky Mountains (“PPRM”), hereinafter referred to as the "Employer" and Service Employees International Union, Local 105 (“Local 105”), hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

The Parties have reached this Agreement, in part, based upon their shared interest in assuring access to affordable health care as a human right, their shared commitment to social justice, and recognizing that each Party has its own unique and important mission and culture.

The Parties agree to exercise respect and civility in their interactions with one another.

ARTICLE 1-RECOGNITION

1.1 Employees Covered by Agreement. The Employer recognizes the Union as the exclusive collective bargaining representative of employees in the following unit:

All full-time and regular part-time employees in the below job classifications -

Advanced Practice Nurse I
Advanced Practice Nurse II
Advanced Practice Nurse III
Traveling Advanced Practice Nurse I
Traveling Advanced Practice Nurse II
Traveling Advanced Practice Nurse III
RN for Surgery Center
RN for Surgery Center 2
Float Advanced Practice Nurse
Float RNs
Health Center Assistant
Health Center Assistant III
Advanced Health Center Assistant
Float Health Center Assistant III
Float Health Center Assistant
Float Advanced Health Center Assistant
Regional Traveling Advanced Health Center Assistant
Traveling Health Center Assistants
Traveling Advanced Health Center Assistant III

Employed by the Employer at the Employer’s Colorado locations at:

Alamosa
Arvada
Aurora
Boulder
Colorado Springs
Cortez
Denver Central

Denver Southeast
Denver Southwest
Denver Stapleton
Durango
Fort Collins
Glenwood Springs
Granby
Greeley
Littleton
Salida
Steamboat Springs

New Mexico locations at:
Albuquerque Northeast Heights
Albuquerque San Mateo
Farmington
Santa Fe

and Nevada locations at:
Las Vegas Flamingo
Las Vegas Charleston;

Excluding all managers, confidential employees, guards, and supervisors as defined by the Act.

1.2 New Employee Notice. When the Employer hires a new Bargaining Unit Employee, it shall advise that employee in writing, that there is an Agreement with the Union. This notice shall be developed jointly between the Union and the Employer. The Employer and the Union agree that the Employer shall provide, at the time of hire, a Union New Hire Packet to all new employees. Any portions of the Union New Hire Packet regarding the partnership between the Union and the Employer will be developed jointly between the Union and the Employer. The Union New Hire Packet will be furnished to the Employer by the Union. If an employee chooses to complete a membership application during the new hire process, the Employer shall collect the membership application and transmit it to the Union.

1.3 New Classifications: Any new classifications will be considered on a case-by-case basis according to standard NLRB guidelines.

ARTICLE 2-UNION SECURITY

Section 2.1 of this Agreement (the “Union Security Provision”) will become effective and binding upon New Mexico Bargaining Unit Employees upon ratification of this Agreement.

If Colorado Bargaining Unit Employees, as determined by the Colorado Department of Labor and Employment (“Colorado Bargaining Unit Employees”) vote in favor of an all union agreement in a Colorado Labor Peace Act election conducted in accordance with Colorado law, the Union Security Provision will become effective and binding upon the Colorado Bargaining Unit Employees.

Nevada law currently prohibits application of the Union Security Provision to Bargaining Unit Employees in Nevada.

2.1 Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the initiation fees and periodic dues uniformly required, or in the alternative shall, as a condition of employment, pay a fee in the amount equal to the periodic dues uniformly required as a condition of acquiring or retaining membership. This provision shall apply except where not permissible by law or as provided above.

The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee. Section 2.1 shall reapply to such employee on the thirty-first (31st) day following their return to the bargaining unit. For purposes of this Paragraph, the term “formal separation” shall include transfers out of the bargaining unit, removal from the payroll of the Employer and leaves of absence of more than one (1) month duration. The condition of employment also shall not apply during any period in which a Bargaining Unit Employee is performing work in Nevada or any other location which prohibits conditioning continued employment on union membership or the payment of fees or dues to a union.

2.2 Employees shall express authorization for payroll deduction of the initiation fees, periodic dues uniformly required, or fees paid in the alternative to dues, and Committee On Political Education “COPE” contributions by submitting to the Union a written authorization by any means indicating agreement allowable under state and federal law. The Union will submit to the Employer a copy or scanned PDF of the authorized payroll deduction for initiation fees, dues, and fees paid in the alternative to dues and/or a COPE card authorizing the deduction of COPE contributions. The authorizations shall include revocation provisions that comply with applicable state and federal law.

The Employer agrees to check-off for the payments of the amounts described above and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of the signed authorization of such employees, and according to the method set forth below, and the Employer shall be the agent for receiving such monies and the deduction of said amounts by the Employer shall constitute payment of said amounts by the employees.

The regular dues for regular employees shall be deducted from each paycheck. For newly hired regular employees, half of the full initiation fee and the first dues payment shall be deducted from the employee’s first full paycheck in the second month of employment following the Employer’s receipt of written authorization. (For example, an employee hired in June would have these deductions made from the first regular paycheck paid in August, provided the Employer receives written authorization in June.) The balance of the initiation fee shall be deducted from the employee’s first paycheck in the immediately following month. However, the Employer shall not be obligated to make deductions if the amount of the fee or contribution for any pay period exceeds the net pay due to the employee or if the deduction is prohibited by

applicable law. The Employer shall make sufficient deductions from subsequent paychecks to cover the balance due.

2.3 All sums deducted in accordance with this Article shall be remitted to the Union not later than the twenty-fifth (25th) day of the month after which such deductions are made together with one (1) list, submitted electronically in a mutually agreeable database (currently Excel) format, specifying the following for each employee for whom the Agreement applies:

1. The employee's name, the unique identification number, wage rate, gross regular pay for the pay period, hours worked, and amount of the deduction.
2. This list shall be separated by home health center for employees regularly assigned to a health center and traveling employees will be grouped together.
3. The Union will make its best efforts to maintain the confidentiality of each employee's personal information.

2.4 Any employee who is paying dues, fees, or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union consistent with federal law. The Employer will honor employee checkoff authorizations unless they are revoked in writing during the window period or at contract expiration, regardless of whether the employee is a member of the Union.

2.5 By the 25th day of each month, the Union shall receive an electronic list of all current Employees covered by this Agreement, which shall include each:

- Employee's full name,
- Home address,
- Home phone number and cell phone numbers (if provided to Employer),
- Work e-mail addresses and personal e-mail addresses (if provided to Employer),
- Home health center name,
- Job title,
- Employee identification number,
- Hourly rates of pay,
- Standard hours worked,
- Hire date,
- Seniority date, and
- Length of time in positional job role.

The Union will make its best efforts to maintain the confidentiality of each employee's personal information.

2.6 If the Union does not receive or believes any required list is incorrect or incomplete, the Union will give notice to the Employer within five (5) working days*. The Employer shall provide an updated list within five (5) working days. The Union and Employer agree to work together in good faith to resolve any remaining discrepancy.

If the Union does not receive dues or fees on behalf of any employee or believes the amount of such dues or fees remitted is incorrect, the Union will give notice to the Employer within five (5) working days. If the Union and the Employer agree that Employer has made a clerical error in the deduction for dues or fees, the amount will be adjusted by the Employer within five (5) working days.

*The phrase “working days” shall mean non-weekend/holiday days.

2.7 The Union will indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer’s deducting and remitting of Union dues.

ARTICLE 3-INCLUSION AND NON-DISCRIMINATION

3.1 Non-Discrimination. No employee or applicant for employment covered by this Agreement shall be unlawfully discriminated against because of membership status in the Union or lawful activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement because of race, ethnicity, veteran status, color, religion, national origin, gender, gender identity or expression, age, sexual orientation, citizenship status, political affiliation, disability, medical condition, marital status or any other protected class. The Employer further agrees to duly consider reasonable accommodations for those with mental or physical disabilities, in accordance with applicable state and Federal law.

3.2 Gender. The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including all genders and not as limitations unless the Agreement clearly requires a different construction.

3.3 Professional Courtesy and Behavior. The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with PPRM employees, patients, and visitors. The Employer and the Union agree that all health center employees, managers, and Union representatives will treat each other with dignity, respect and courtesy. The foregoing principles shall also apply in providing service to patients and visitors.

ARTICLE 4-MANAGEMENT RIGHTS

4.1 Except to the extent abridged, delegated, granted or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had prior to the signing of this Agreement, and these responsibilities and authority shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement. The right to manage includes:

1. To manage, direct and control its property, facilities and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To select and hire;

5. To assign work, including determining working schedules, job assignments, job duties, functions and responsibilities;
6. To transfer whether temporarily or permanently, within facilities, programs and/or job classifications;
7. To promote;
8. To demote;
9. To layoff;
10. To recall;
11. To evaluate performance;
12. To determine qualifications and to train;
13. To discipline;
14. To discharge;
15. To adopt, determine, establish, promulgate, amend and enforce reasonable rules, regulations and personnel policies;
16. To establish and to effectuate existing policies and procedures including but not limited to a drug/alcohol testing policy;
17. To establish and enforce dress codes;
18. To set standards of performance including work flow, productivity requirements and methods of evaluation of the employees, and to determine the equipment and/or methods to be employed in the performance;
19. To determine the number of employees, the duties to be performed, the job classification and the hours and locations of work, including overtime;
20. To determine, establish, promulgate, amend and enforce personal conduct rules, attendance rules, safety rules and work rules;
21. To determine if and when positions will be filled;
22. To establish or abolish positions;
23. To discontinue any function;
24. To create any new service or function;
25. To discontinue or reorganize or combine any department or branch of operations;
26. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
27. To establish and alter shift lengths;
28. To either temporarily or permanently close all or any portion of its health centers and/or to relocate such health centers or operations;
29. To determine and schedule when overtime shall be worked;
30. To determine the number of employees required to staff the health center, including increasing or decreasing that number;
31. To determine the appropriate staffing levels required at the health center;
32. To determine the appropriate mix of employees, by job title, to operate the health center;
33. To manage, direct and control the Employer's mission, brand, programs, objectives, activities, resources and priorities and to establish health care policy and determine relationships between the Employer and governmental, educational and community agencies;
34. To implement improved operational methods, practices, and procedures;

35. To discontinue work for economic, medical or operational reasons;
36. To determine the number, type, and location of facilities, operations, and service;
37. To select supervisory employees; and
38. To take such actions as may be necessary to carry out services or safeguard clinicians, employees, patients and community members during emergencies declared by the Employer.

4.2 The terms and conditions of employment set forth in the current Employer's Employee Handbook shall govern the employment of employees covered by this Agreement when such Handbook's policies do not directly conflict with any express provision of this Agreement. It is understood that this Agreement's provisions shall govern in the event of any conflict. Following ratification of this Agreement, the Employer will provide the Union with a copy of any subsequent change to the Employee Handbook and the Union shall have the right to grieve any such change that directly conflicts with an express provision of this Agreement.

4.3 The above rights shall not be exercised so as to violate any of the specified provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

ARTICLE 5-UNION RIGHTS, REPRESENTATIVES & STEWARDS

In the interest of promoting a positive approach to labor-management relations, the parties agree to the following:

5.1 Union Representatives in Health Centers. The Union will furnish accurate and updated names of Union representatives to the Director of Labor Relations. Union staff representatives who will routinely be present in health centers will complete PPRM HIPAA/privacy, and active shooter trainings. Abortion stigma trainings appropriate for union staff will be developed jointly between the Union and the Employer prior to accessing the health centers. Union staff representatives shall have access to the health centers for the purposes of conferring with the Employer, Union Stewards, and/or bargaining unit members, and for the purpose of administering this Agreement. Prior to the requested visit, the Union Representative shall arrange access to the health center with the health center manager or their designee by telephone or email. Requests for access to health centers will not be unreasonably denied. Upon entering the health center, the Union representative shall sign in and notify the onsite manager of the representative's presence in the health center. Such Union representative shall confer with employees during the employee's non-working time in the employee break room and other non-work areas. Union representatives will not interfere with the work of employees or interrupt normal business operations and shall comply with HIPAA.

5.2 Union Information. The Employer will allow for the Union to furnish and place the following in the employee break room or employee common area of each health center, as space permits:

1. One (1) bulletin board for posting of official Union notices pertaining to the bargaining unit. The Union shall provide notice to the health center manager prior to

posting materials on the bulletin board. The Employer will determine the location of the bulletin board.

2. A binder for storing materials such as membership forms, copies of the contract, Union contact information, and other Union materials.

3. A designated space for keeping internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

5.3 Union Stewards. The Union shall designate Union Stewards and notify the Employer in writing as to who the Stewards are. The Union Stewards' performance of Union work shall not interfere with the operation of the health center nor the performance of employees' job duties. When a Union Steward must access a health center during their non-scheduled work time, the Steward shall arrange access to the health center with the health center manager or their designee by telephone or email. Requests for access to health centers will not be unreasonably denied. A Union Steward shall receive their base rate of pay for time spent in grievance meetings and representing Bargaining Unit Employees in meetings with the Employer during the Steward's scheduled hours of employment. When such meetings are scheduled during a Steward's regularly scheduled workday, the Steward will seek the approval of their immediate supervisor, providing as much notice as possible. Approval will not be unreasonably denied and, if approval is denied, the meeting will be rescheduled to allow the Steward to participate. A Union Steward shall also receive their base rate of pay for time spent representing Bargaining Unit employees in all meetings where the Employer requested that the Steward process a grievance or represent a Bargaining Unit Employee outside of the Steward's scheduled hours of employment. All other Union work performed by Stewards shall be conducted during non-work time. Bargaining Unit Employees requesting time off to attend Steward training will comply with the Employer's policy for requesting time off. The Employer will not unreasonably deny employee requests for time off to attend Steward training.

5.4 New Union Member Orientation. The Employer shall provide the Union with at least ten (10) days' notice of any orientation and send an electronic list of expected new employees in the bargaining unit at least forty-eight (48) hours in advance of the orientation. The Employer and the Union agree that non-bargaining-unit employees, including Employer representatives, will be absent from the room during the Union new employee orientation.

During general orientation of Bargaining Unit Employees covered by this Agreement, or within one (1) month of a Bargaining Unit Employee's hire date, whichever occurs first, a Union staff representative or a Union Steward will be given an opportunity at a mutually agreed upon time to speak with the Bargaining Unit Employees in private for up to thirty (30) minutes. Part of this discussion will include an explanation and distribution of Union Membership/Dues Authorization cards to the new Bargaining Unit Employees. The purpose of this session shall be to explain to new Bargaining Unit Employees that they are covered by this Agreement and to answer any questions about this Agreement or SEIU Local 105.

5.5 Time Off for Union Activities. Bargaining Unit Employees requesting time off to engage in union activities, including collective bargaining with the Employer, that is not paid

pursuant to Article 5.3 shall follow the Employer's policy for requesting time off from work. Employees shall be able to utilize earned annual leave and available float holidays for such requests.

ARTICLE 6-PROBATIONARY PERIOD

6.1 Probationary Period. All employees who are hired or transferred on or after the effective date of this Agreement shall be subject to a probationary period of sixty-five (65) days worked or one hundred twenty (120) calendar days, whichever comes first, regardless of hours worked commencing with the first day of work in a non-temporary position for the Employer. Probationary periods do not apply to temporary employees.

6.2 Probationary Period Extension. In the event the Employer requires more time to assess an employee's ability to perform the duties of the position, the Employer may, at its discretion, extend the probationary period by twenty (20) days worked, regardless of hours worked. The Employer shall notify the employee and the Union that it intends to extend the probationary period prior to the last day of the employee's initial probationary period.

6.3 Probationary Period Seniority. Upon the successful completion of the probationary period, employee's seniority shall relate back to and be calculated from their date of hire.

6.4 No Just Cause During Probationary Period. The Employer may layoff, discharge, or discipline probationary employees with or without cause at any time during the probationary period or the probationary period extension. The layoff, discharge, or discipline of employees during their initial probationary period or the probationary period extension shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 7-TEMPORARY EMPLOYEES PERFORMING WORK IN A BARGAINING UNIT POSITION

7.1 Temporary Employees may be hired to perform work in a bargaining unit position where the Employer reasonably perceives that the work will be of a temporary nature, or to replace Bargaining Unit Employees on vacation or leave of absence.

7.2 Temporary Employees may be hired to perform work in a bargaining unit position for up to one hundred (100) days worked, regardless of hours worked. The Union should be notified when Temporary Employees are hired to work in a bargaining unit position. If a Temporary Employee is hired to replace an employee on leave of absence, the one hundred (100) days worked period (regardless of hours worked) may be extended for the length of the approved leave of absence. Non-paid volunteers and non-paid interns earning school credits shall not be considered Bargaining Unit Employees, temporary or otherwise, and shall not be subject to this Agreement. Any Temporary Employee still performing work in a bargaining unit position after one hundred (100) days worked (regardless of hours worked) shall automatically become a member of the bargaining unit.

7.3 Temporary Employees performing work in a bargaining unit position shall not be covered by any of the terms of this Agreement and shall be treated for all purposes as outside of the Bargaining Unit. If a Temporary Employee is hired into a bargaining unit position or becomes a

member of the bargaining unit pursuant to Section 7.2, their seniority shall be retroactive to their date of hire as a Temporary Employee.

7.4 If a Bargaining Unit Employee is required to move into a temporary position, they may return to their prior position when the temporary position ends, if that prior position is available. If it is not available, that employee shall be offered a position for which they are qualified that is equal in wage.

ARTICLE 8-SENIORITY

8.1 Definition of Seniority. Effective upon ratification, seniority for employees working in a bargaining unit position shall be defined as the length of time the employee has been employed with the Employer in any capacity, including prior service with Planned Parenthood of New Mexico. After ratification, if a non-bargaining unit employee enters the bargaining unit, their seniority date shall be the date they enter the bargaining unit for the purposes of layoffs, scheduling, and any other seniority-based processes in this Agreement. Their bargaining unit seniority date shall not be factored into their annual leave or sick time accruals, or any other pay or benefit based on longevity.

8.2 Accrual of Seniority.

1. Accrual of seniority begins upon the Bargaining Unit Employee's successful completion of the probationary period and is retroactive to the employee's date of hire into the Bargaining Unit.
2. Seniority shall cease to accrue but shall not be lost in the event of a Layoff of less than twelve (12) months.
3. A Bargaining Unit Employee's seniority shall be lost in the following events:
 - voluntary resignation or retirement;
 - discharge for just cause;
 - failure to return to work upon expiration of an authorized leave of absence;
 - Layoff equal to or in excess of twelve (12) months.
4. If the Employer hires a bargaining unit employee into a non-bargaining unit position, seniority will cease to accrue for the duration of time the employee remains outside of the bargaining unit. If the employee returns to the bargaining unit, they will regain their prior accumulated seniority and their seniority will resume accruing.

8.3 No Bridging of Seniority. Except as specifically provided above, an employee whose seniority is lost for any of the foregoing reasons shall be considered a new employee if they are again hired by the Employer and such individual shall be subject to the probationary period provided in this Agreement.

However, if an employee who has lost seniority by reason of Section 8.2.3 above is rehired into the bargaining unit within twelve (12) months of the date such seniority was lost, that employee shall regain their prior accumulated seniority.

ARTICLE 9-ASSIGNMENTS & JOB POSTINGS

9.1 Job Positional Advancements. Bargaining Unit Employees shall work in the job role, Health Center Assistant (HCA), Registered Nurse (RN) or Advanced Practice Nurse (APN), for which they were hired or onto which they have been transferred in accordance with the terms of this Agreement. Bargaining Unit Employees shall have the opportunity to advance within their job role up positional levels. Positional advancement may be as follows: HCA to Advanced HCA; Advanced HCA to HCA III; RN to RNII, APN I to APN II; and APN II to APN III. This shall include float and travel positions.

9.2 Job Vacancies. All vacancies and new positions in the bargaining unit shall be e-mailed to bargaining unit employees the same day the position is posted externally. Postings shall include job title, home location, and compensation.

Bargaining unit employees applying for posted job vacancies within the bargaining unit must complete the "Employee Transfer Request" form and must satisfy the following criteria to be considered for the position: must have worked in their current position for at least 6 months and not be on any final disciplinary notice. Management may but shall not be required to consider whether the employee has a favorable attendance record. Bargaining Unit Employees shall be given preference over external candidates if qualifications for the posted position are relatively equal.

9.3 Permanent Change in Shift or Workdays. The Employer has the right to, upon thirty (30) calendar days' notice, change a Bargaining Unit Employee's schedule from one permanent shift, or set of workdays, to another on a permanent basis. If the Bargaining Unit Employee represents in writing within fourteen (14) calendar days from the date of notice of change to the Employer that the Bargaining Unit Employee will not be able to meet the directed change, then the Bargaining Unit Employee will have a total of sixty (60) calendar days before the change goes into effect. This does not apply to Temporary Changes described in Article 10.

ARTICLE 10-HOURS & OVERTIME

10.1 Work Week. The work week shall be Sunday at 12:00 a.m. through Saturday at 11:59 p.m.

10.2 Meal Breaks. Bargaining Unit Employees scheduled to work a shift of five (5) hours or more shall receive a thirty (30) minute unpaid meal break within the shift, as scheduled by the on-site health center manager or their designee. An unlicensed Bargaining Unit Employee may only work through their meal break if they agree to do so and with approval of the on-site health center manager or their designee. A licensed Bargaining Unit Employee may work through their meal break if they agree to do so and have notified the on-site health center manager or their designee of the need to do so. If a Bargaining Unit Employee works through all or part of their

meal break, they will be paid for the time worked. The Employee shall be required to note the work on the Employer time-tracking system.

10.3 Rest Periods. In addition, Bargaining Unit Employees shall be entitled to a ten (10) minute paid rest period for every four (4) hours worked. Rest periods shall be scheduled by the health center manager or their designee. If a Bargaining Unit Employee works through their break, they will be paid for the time worked.

10.4 Avoiding Interruption/ Scheduling of Meal Breaks and Rest Periods. Bargaining Unit Employees shall not be called back to work during their breaks except in cases where patient care will be adversely impacted. It shall be the responsibility of the health center manager or their designee, to facilitate Bargaining Unit Employees taking their breaks.

10.5 Scheduled Regular Hours. Bargaining Unit Employees will be scheduled for the number of hours for which they were hired, which shall be defined as their regular hours, or the hours that have been adjusted, altered, changed or modified in accordance with this Agreement. A float employee does not have regularly scheduled hours. Regular hours may not apply when employees are attending required trainings.

10.6 Benefit Eligible Employees. A regular full-time employee is regularly scheduled to work thirty-seven and a half (37.5) hours or more per week and is benefits eligible. A part-time employee with benefits is regularly scheduled to work fewer than 37.5 hours each week and must consistently average at least twenty (20) hours per week. A part-time employee without benefits is consistently scheduled fewer than 20 hours per week. A float employee is not benefits eligible unless otherwise determined under applicable state or federal laws.

10.7 Work Schedule Posting. Work schedules shall be posted as early as practical, but no later than the fifteenth (15th) day of the month preceding the month on the schedule.

10.8 Temporary Changes to Work Schedules. The Employer must give Bargaining Unit employees at least fourteen (14) days' notice for temporary changes to shifts, or set of workdays, or location. The Employer may temporarily schedule employees at any location within seventy-five (75) miles of their home health center with at least fourteen (14) days' notice. For temporary changes to location, the Employer shall, upon request by the employee, adjust the shift start and end times to accommodate previously planned personal business. Bargaining Unit Employees may agree to temporary changes in shifts, set of workdays, or locations when the Employer gives less than fourteen (14) days' notice of the requested change. This Section does not apply where:

1. Employees voluntarily pick up extra shifts pursuant to Section 10 of this Article;
2. Permanent reductions in hours are necessary pursuant to Article 14;
3. Temporary reductions in hours are necessary pursuant to Section 9 of this Article;
4. Same day schedule changes are necessary pursuant to Section 11 of this Article;
5. Employees agree to attend required trainings.

10.9 Temporary Reduction of Hours. If a temporary reduction in hours is necessary, the Employer shall reduce hours in the following manner:

1. The Employer shall first ask for volunteers who wish to reduce their hours within the affected job role at the affected health center. If there are multiple volunteers, then the Employer will accept volunteers in the following order: (1) Employees scheduled to work or working outside their home health center in seniority order starting with the most senior; (2) Travelers scheduled to work or working at the affected health center in seniority order starting with the most senior; and (3) home health center employees in rotating seniority order, starting the rotation with the most senior employee scheduled to work or working the shift(s) and progressing to the least senior employee scheduled to work or working the shift(s).
2. If there are no volunteers, the Employer will reduce hours within the affected job role at the affected health center in the following order: (1) Employees scheduled to work or working outside their home health center in seniority order starting with the least senior; (2) Travelers scheduled to work or working at the affected health center in seniority order starting with least senior; and (3) home health center employees in rotating seniority order, starting the rotation with the least senior employee working or scheduled to work the shift(s) and progressing to the most senior employee working or scheduled to work the shift(s).
3. Bargaining Unit Employees who volunteer to temporarily reduce their hours or who have had their hours temporarily reduced have the option of using paid annual leave, if the Bargaining Unit Employee has accrued paid annual leave. If the Bargaining Unit Employee chooses not to use available paid annual leave, then the Bargaining Unit Employee will not be paid for time not worked.
4. Prior to temporarily reducing hours, the Employer shall give affected employees as much notice as practicable.

10.10 Voluntary Extra Shifts. Bargaining Unit Employees may be given a voluntary opportunity to pick up an extra shift within the same job role at any location. The Employer shall not require employees to pick up shifts beyond their regular hours as defined in Section 5 of this Article. Employees shall not abandon scheduled shifts, whether at their home health center or another location, to pick up an extra shift unless agreed upon by the managers at both affected health centers.

The Employer will provide Bargaining Unit Employees the opportunity to pick up extra shifts by the following process:

1. Vacant shifts shall first be offered to Bargaining Unit Employees assigned to the affected health center in the affected job role via group PPRM email and text, or PPRM email and in person. If the shift is offered more than ninety-six (96) hours in advance, employees will have twenty-four (24) hours to respond. If the shift is offered with less than ninety-six (96) hours but more than twenty-four (24) hours, employees will have four (4) hours to respond. If multiple volunteers respond within the allotted time, the shift

will be awarded in rotating Seniority order, starting with the most senior employee in the affected job role able to work the entire shift, with the following considerations:

- a. If awarding the shift to the most senior employee will cause the employee to incur overtime, the Employer has the option to award the shift to the next most senior employee to manage overtime costs.
 - b. If no employees at the affected health center are able to work the entire shift, the employer has the option of awarding the shift to the employee that can work the largest portion of the shift or offering the shift to all Bargaining Unit Employees in the affected job role pursuant to Step 2.
2. Second, if no Bargaining Unit Employees assigned to the affected location volunteer to work the vacant shift, the Employer shall offer the shift to all Bargaining Unit Employees in the affected job role via a group PPRM email. The voluntary extra shift shall be awarded on a first come first serve basis to the first volunteer that is able to work the entire shift, with the following considerations.
- a. If awarding the shift to the first employee that responds will cause the employee to incur overtime, the Employer has the option to award the shift to the next employee that responds to manage overtime costs.
 - b. If awarding the shift to the first employee that responds will cause the employee to travel more than seventy five (75) miles from their home health center, the Employer has the option to award the shift to the next employee that responds that will not need to travel more than seventy five (75) miles.
3. If a shift opens within twenty-fours (24) hours of the start of the shift, or a shift remains open within twenty four (24) hours of the start of the shift despite following the procedures outlined above, the Employer may identify any Bargaining Unit Employees in the affected job role to fill the extra shift.
4. If projected patient revenues will not offset the associated costs of filling the vacant shift, the Employer may choose not to fill the vacant shift.

10.11 Same Day Schedule Changes. If a Bargaining Unit Employee reports to work when on the posted schedule and is not needed by the health center for that shift, the Employer will transfer the employee to another health center for their scheduled shift that day when practicable. If the employee is transferred to another health center for their scheduled shift, they will receive pay for all hours worked, including drive time from their home health center to their transfer location.

The Employer will attempt to notify employees prior to the start of their scheduled shift to inform them they are not needed at the health center for their scheduled shift that day and to inform them whether they will be transferred to another health center for their scheduled shift that day. When employees are notified that they are not needed at the health center prior to the start of their scheduled shift, the employee will not be paid. This Section does not apply when

health centers are closed due to inclement weather or other facility issues requiring health center closure.

10.12 Covering Shifts. Provided that patient care is not adversely affected, Bargaining Unit Employees may request to cover each other's shifts with a minimum of one (1) days' notice in writing along with approval of the Health Center Manager or their designee. This is not applicable to employees using sick time.

10.13 Overtime. All overtime must be approved in advance by the Health Center Manager or their designee.

ARTICLE 11-WAGES

11.1 Paychecks. Bargaining Unit Employees are encouraged to enroll in direct deposit to have their pay directly deposited into their checking or savings account. Direct deposits typically post the evening before or the morning of payday. Bargaining Unit Employees that choose to receive a paper paycheck will have their paycheck mailed to their home address or distributed to them if they work at the Denver administrative building or health center located at 7155 East 38th Avenue. Physical paychecks are mailed to employees the day before payday and mail delays may cause employees to receive a late check. All employees may access their earning statements electronically on the Employer's payroll system. Earning statements list employees' annual leave and sick leave accruals and usage.

11.2 Conversational Language Differential. Eligible employees who qualify are paid a conversational language differential of seventy-five cents (\$0.75) per hour. To qualify, a staff person must meet the following requirements:

- The job functions, as determined by the supervisor, make it a business necessity for staff to speak another language, including ASL, as part of their daily functions, and on a regular basis in that job function.
- The staff person must pass a language proficiency test as determined by the agency.

Such test shall be administered within two (2) weeks of request.

11.3 Training Differential. Bargaining Unit Employees who are approved by the Employer and assigned to formally train/mentor employees shall be paid a differential for pre-approved time spent training, mentoring, as well as observing and signing off on required skills as follows:

- HCAs: \$0.75/hour for time spent training other HCAs as part of a formal training program.
- RNs:
 - Ultrasound precepting: \$25.00 per day
 - On call precepting: \$110 per shift/day
- APNs:
 - Mentoring of new APNs and signing off on skills: \$0.75/hour for time spent mentoring

- Colposcopy Precepting: \$10.00 per patient

Payment will be made to the employee conducting the training/mentoring on the first pay period following the employee's submission of training/mentoring hours in the Employer's time tracking system. The Employer shall make all reasonable efforts to ensure the number of patients seen will facilitate an effective learning experience and will minimize disruption to patient care. Bargaining Unit Employees will have an opportunity to add input into the development of a train-the-trainers program through the Agency-wide Health Center Collaborative or other mutually agreeable process.

11.4 Mileage. All Bargaining Unit Employees who travel to health centers other than their home health center shall be reimbursed for mileage. At the date of ratification of this Agreement, the rate shall be \$0.54 per mile. The rate shall be revised to match the then current federal IRS standard mileage rate at the start of each PPRM fiscal year. Bargaining Unit Employees will be reimbursed for all miles driven from their home to the other health center and home again, minus their normal commute mileage (from home to their home health center and home again).

11.5 Hard to Fill Locations. The Union and the Employer will work together through the Agency-wide Health Center Collaborative to determine which locations will be deemed "hard to fill". The Employer will provide the following differentials and/or sign-on bonus to Bargaining Unit Employees performing work at such health centers:

- APN Differential: \$5.00 per hour in addition to APN rate for work performed at the hard to fill location;
- APN Sign-on Bonus: \$5,000 (\$1,666.67 upon hire, \$1,666.67 after 6 months of continuous employment, and \$1,666.67 after 12 months of continuous employment);
- RN Sign-on Bonus: \$3,000 (\$1,500 upon hire and \$1,500 after six months of continuous employment).

11.6 Job Related Premiums. All employees who perform the duties described below shall receive a per hour or per procedure differential added to their base rate of pay as outlined below.

- **Clinicians:**
 - APN MAB Procedure: \$5.00 per procedure performed prior to January 1, 2021.
 - Traveling APN: \$2.00 per hour in addition to APN rate.
- **RNs:**
 - On-Call Pay: \$110 per single shift covered/per day.
 - Holiday rate is \$185 per single shift covered/per day for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- **HCA's:**
 - Traveling HCA: \$1.25 per hour in addition to HCA rate.

11.7 No Loss of Wages or Benefits. Under no circumstances will any section of this Article result in an Employee suffering any loss in wage rates or benefits.

11.8 Fiscal Year 2020 Wage Increases. Effective with the start of the first pay period in October 2019, which begins on October 13, 2019, the Employer agrees to implement the wage table in appendix A of this Agreement. All employees shall be placed on the appropriate step of the wage table based on years of service in their positional job role at PPRM as of October 1, 2019. Employee placement on the wage table will result in at least a three percent (3%) increase. Employees at or above the top step of the wage table shall also receive a three percent (3%) increase.

11.9 Fiscal Year 2021 Wage Increases. Effective with the start of the first pay period in October 2020, the Employer will implement the wage table in Appendix B. Effective the first pay period in October 2020, Employees already at the top step of the wage table or above the top step of the wage table shall receive a one-time lump sum payment of three percent (3%) of their annual salary calculated using their regular scheduled hours.

11.10 New Hire Wage Rates. Equivalent reproductive health care experience and relevant certifications will be considered when placing newly hired bargaining unit employees or employees transferring into a bargaining unit position on the appropriate steps of the wage table.

ARTICLE 12-HOLIDAYS AND WELLNESS/PERSONAL DAYS

12.1 Holidays. PPRM is typically closed on the following days:

New Year’s Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas Eve

Christmas Day

Date Accrued	Number of Days Accrued
January 1 st	2 days
May 1 st	3 days
September 1 st	4 days

Floating Holidays shall be paid out at the same number of hours an employee would be regularly scheduled for work. Use of floating holidays will not allow an employee to exceed their standard weekly hours. Use of floating holidays shall not be included in overtime calculations.

12.2 Wellness/Personal Days. PPRM provides benefits eligible employees the opportunity to earn up to four (4) paid wellness/personal days in a calendar year. One (1) wellness/personal day is accrued the first day of each calendar quarter. Accrued wellness/personal days can be used at the employee’s discretion at any point in the calendar year for which they are earned. Accrued wellness/personal days not used in the calendar year they are earned will not be carried over into the next calendar year and are not paid out. Use of wellness/personal days will not allow an

employee to exceed their standard weekly hours and shall not be included in overtime calculations.

ARTICLE 13-PAID LEAVE

Benefit eligible Bargaining Unit Employees, as defined in Article 17, shall be entitled to paid time off each year for annual leave and sick/emergency leave. PPRM gives credit toward annual leave accrual for years of service at another Planned Parenthood affiliate if there has been a gap of one (1) year or less since leaving the prior affiliate.

13.1 Annual Leave Accrual. Annual Leave hours will accrue only on actual hours worked. Leave hours do not accrue on overtime or hours worked over seventy-five (75) per pay period. Benefit eligible employees shall be entitled to annual leave based upon the following accrual rates:

Years of Service	Accrual Rate Per Hour Worked	Maximum Annual Leave Accrual
Less than 2 years	.0462	90 hours
2 - 4 years	.0577	112.5 hours
4 - 6 years	.0692	135.0 hours
6+ years	.0923	180.0 hours

13.2 Annual Leave Cash-Out. One time during each calendar year, Employees shall be able to cash-out up to thirty-seven and a-half (37.5) hours of their unused and accrued annual leave without penalty.

13.3 Annual Leave and Termination of Employment. Employees will receive payment for all accrued and unused annual leave at one hundred percent (100%) the value upon termination of employment.

13.4 Use of Annual Leave. Annual leave must be approved by the supervisor and cannot be taken before accrued. Annual Leave is paid at the employee's regular base rate of pay at the time the Annual Leave is used.

When using Annual Leave, an Employee may utilize their Annual Leave only for their scheduled hours of work. Use of Annual Leave in excess of thirty-seven and a half (37.5) hours a week shall not incur overtime pay. When an employee has Annual Leave approved in advance and works more hours than their scheduled shift, Annual Leave will be paid out at the full number of hours requested.

13.5 Sick/Emergency Leave. Benefit eligible employees shall be entitled to paid sick/emergency leave at the accrual rate of .0462 hours per compensated hour worked. Sick/emergency leave hours do not accrue on overtime or hours worked over seventy-five (75) per pay period. Sick/emergency leave cannot be taken before it is accrued. The maximum sick leave accrual is three hundred (300) hours. Sick leave may be used for any scheduled shift up to thirty-seven point five (37.5) hours per week, regardless of whether the shift is at the employee's home health center or another health center. An employee who leaves work early due to illness may use sick leave for the hours of their scheduled shift that were not worked. Employees may use sick leave to care for immediate family members who are ill. Immediate family members

include spouse/partner, parent, child, step-child, sibling, step-sibling, step-parent, parent-in-law, grandparent, and grandchild. Sick leave for a family member that exceeds one day must have prior approval. Employees shall not be required to find their own replacements if they call out sick.

Employees who miss work for three (3) or more consecutive days due to illness may be required to present the Employer with a healthcare provider's statement. The Employer may require employees to provide a healthcare provider's statement when there is reasonable suspicion that sick leave is being misused. If sick leave is needed for a planned event, such leave must have prior approval by an employee's supervisor to ensure adequate staffing in the health center.

13.6 Pledge of Sick Time. Eligible Bargaining Unit Employees will be eligible to participate in the Employer's Pledge of Sick Time program as described in the PPRM Employee Handbook. The Employer will notify and consult with the Union prior to eliminating or changing its Pledge of Sick Time program. Qualified employees may pledge up to 37.5 hours of sick time one time per calendar year to benefit-eligible employees of their choice, as identified in the PPRM handbook. Pledges are not counted until the date they are actually used.

13.7 Parental Leave. Bargaining Unit Employees will have an opportunity to add input into the potential development of a parental leave benefit through the Agency-wide Health Center Collaborative. Employees that are eligible for FMLA may use FMLA leave to care for a new baby or a new adopted child or new foster child. Employees that are not eligible to use FMLA leave to care for a new baby or a new adopted child or new foster child may apply for a personal leave of absence under Article 15.5.

13.8 Bereavement Leave. A Bargaining Unit Employee shall be allowed a reasonable amount of time off work at their regular rate of pay for up to three (3) scheduled working days in the event of the death of a family member.

13.9 Jury/Witness Duty Leave. A Bargaining Unit Employee who is called to serve as a juror shall receive their regular rate of pay for each workday missed, minus their pay as a juror for those days. The employee must notify their supervisor immediately if they are called to report for jury duty. To be eligible for the paid leave, the employee must provide their immediate supervisor with proof from an appropriate court official that they were summoned and appeared for jury duty.

13.10 Voting Leave. A Bargaining Unit Employee shall receive up to two (2) hours (or as otherwise required by law) of time off with pay for voting in any general or municipal election. Time off for voting must be approved, in advance, by the employee's supervisor. If the Bargaining Unit Employee has at least three hours of non-working time between the opening and closing of the voting polls, the Bargaining Unit Employee is not eligible to use voting leave.

ARTICLE 14-PERMANENT REDUCTIONS IN FORCE AND HOURS

14.1 Layoff. Should it become necessary for the Employer to reduce its work force, the Employer shall follow the layoff process as defined below.

1. The Employer shall provide notice to the Union sixty (60) calendar days in advance. Such notice shall indicate the job roles, number of hours, and the number of Bargaining Unit Employees who will be affected by the layoff. In the event where a layoff is the

result of an emergency such as an act of violence or a natural disaster, or any other event or circumstance not within the Employer's control, the Employer shall notify the Union as soon as possible and prior to providing notice to Bargaining Unit Employees.

2. All employees who are scheduled to be laid off shall receive at least forty-five (45) calendar days advance written notification thereof from the Employer, by personal delivery or by certified or registered mail (return receipt requested) except where the layoffs are a result of emergencies as outlined above.

3. The Union shall meet with the Employer within seven (7) days after notification to the Union to begin bargaining about the effects of the layoff decision. All disagreements by and between the parties regarding such effects bargaining, however, shall not be subject to the Grievance and Arbitration articles and neither party may engage in conduct in violation of the No Strike/No Lockout article of this Agreement.

4. Probationary and temporary Bargaining Unit Employees within the affected job role at the affected location(s) shall be laid off first without regard to their individual periods of employment. Non-probationary Bargaining Unit Employees within the affected job role at the affected location(s) shall be laid off next in reverse order of their seniority. No more senior employee shall be laid off as long as there is a less senior employee working hours in the same job role at the affected location(s).

14.2 Vacant Positions and Bumping.

1. Bargaining Unit Employees displaced in a layoff shall be offered available open positions within their job role for which they are qualified in order of seniority.

2. A Bargaining Unit Employee who is being laid off may displace a less senior Bargaining Unit Employee in the same job role provided that they have the qualifications to do the job. A Bargaining Unit Employee who is displaced due to bumping shall have bumping rights. A bumped Bargaining Unit Employee who does not bump another Bargaining Unit Employee shall be included in the layoff.

14.3 Recall.

1. Whenever a vacancy occurs while employees are on layoff, laid off Bargaining Unit Employees within that job role who are qualified to fill the vacancy shall be recalled in order of seniority.

2. Recall rights shall last for twelve (12) months.

3. Those laid off Bargaining Unit Employees with recall rights are called "Recallables."

4. The Employer shall notify any Recallables via registered mail of the Recallables' option to return to employment no less than seven (7) calendar days prior to when the Employer desires that the Recallable Employee(s) return to employment. These Recallables shall have twenty-four (24) hours from receipt of the Recall Notice to

indicate unequivocally that the Recallable will return to employment (“Yes Notice”). If the Recallable fails to provide the Yes Notice, then that Recallable has irredeemably waived their recall rights.

5. All pending performance corrections and performance improvement plans will be in effect upon recall.

6. Recallables shall keep the Employer apprised of current email, phone number, and mailing address.

14.4 Permanent Reduction of Hours. If a permanent reduction in hours is necessary, the Employer shall reduce hours in the following manner:

1. Prior to permanently reducing hours, the Employer shall give affected employees as much notice as practicable but in any event not less than 2 weeks.

2. The Employer shall first ask for volunteers within the affected job role at the affected health center who wish to reduce their hours. If there are multiple volunteers, then the Employer will accept volunteers in seniority order, starting with the most senior employee at that health center.

3. If there are no volunteers the Employer will reduce hours starting with the least senior employee and progressing to the most senior employee in the affected health center.

4. A permanent reduction in hours shall not be considered a layoff as defined in Section 14.1, Layoff.

5. Bargaining Unit Employees who volunteer to reduce their hours or who have had their hours reduced have the option of using annual leave, if the Bargaining Unit Employee has accrued annual leave. If the Bargaining Unit Employee chooses not to use available annual leave, then the Bargaining Unit Employee will not be paid for time not worked.

6. No Bargaining Unit Employee will lose eligibility for benefits because of hours reductions that take place, voluntarily or involuntarily, unless their scheduled regular hours as defined in Article 10, are reduced to less than twenty (20) hours per week.

ARTICLE 15-UNPAID LEAVE

15.1 Family & Medical Leave. The Employer shall comply with the terms of applicable state and federal Family Medical Leave Acts.

15.2 Military Leave. Unpaid leaves of absence for the performance of duty with the U.S. Armed Forces or with a reserve component shall be granted in accordance with applicable law. Bargaining Unit Employees requesting leave for military duty shall contact their supervisor to request leave as soon as they are aware of the need for leave.

15.3 Domestic Violence Leave. Upon reasonable advance notice (except in cases of imminent danger to the health and safety of an employee), an employee may be eligible for leave from work to obtain a civil protection order or other judicial relief from domestic abuse, medical care or mental health counseling, legal advice or secure housing or to meet with law enforcement officials, to consult with attorneys or district attorneys' victim advocates, to attend court proceedings related to the domestic abuse of an employee or an employee's family member, to establish a safety plan or to obtain other assistance.

15.4 Union Leave. Bargaining Unit Employees may request Union leave without pay for up to forty-five (45) calendar days. Requests shall be made to their immediate supervisor and senior manager. Approval of Union leave is discretionary and is dependent upon the operational needs of the Employer. Upon return from Union leave, the Bargaining Unit Employee shall be returned to a position that is comparable in terms of pay and job classification. While on Union leave Bargaining Unit Employees will not lose or accrue seniority.

15.5 Personal Leave of Absence. Bargaining Unit Employees may request a personal leave of absence without pay for up to forty-five (45) calendar days. Requests shall be made to their immediate supervisor and must be approved by the Bargaining Unit Employee's immediate supervisor and senior manager. Approval of a personal leave of absence request is discretionary and is dependent upon the operational needs of the Employer. While on personal leave Bargaining Unit Employees will not lose or accrue seniority. Upon return from leave of absence, the Bargaining Unit Employee shall be returned to a position that is comparable in terms of pay and job classification.

ARTICLE 16-RETIREMENT

The Employer shall provide a 401k plan for Bargaining Unit Employees and shall contribute 3% paid by the Employer, subject to the eligibility requirements specified in the Employer's plan document and except as may otherwise be required by federal law or regulation to maintain qualified plan status.

ARTICLE 17-EMPLOYEE BENEFITS

17.1 Benefits. The Employer shall provide benefit eligible Bargaining Unit Employees the medical, dental, and vision, flexible spending plan, life & accidental death & dismemberment insurance, and long-term disability benefits currently in existence. Benefits currently in existence shall be defined as benefits and the benefit levels or substantially similar benefits and benefit levels, including co-pays and deductibles, in existence as of May 1, 2019.

17.2 Hours. The Employer shall not reduce or manipulate hours for the sole purpose of limiting employees' eligibility to healthcare benefits coverage.

17.3 Benefit Changes. The Employer shall make no changes that result in substantially different benefits and benefit levels from the benefits currently in existence, including co-pays and deductibles, unless those changes are mutually agreed upon by the Union. Any other benefits not described in this Agreement that are in effect as of May 1, 2019 shall remain in effect unless mutually agreed to by the Union.

17.4 Internal Benefits. Bargaining Unit Employees may utilize all available clinical services provided by the Employer on a walk-in basis at their home health center as permitted by the

health center schedule and provided the employees are off duty. Employees seeking to utilize clinical services at a health center other than their home health center shall make an appointment to allow time for verification of internal benefit eligibility. The Employer will also provide classes/programming available through Learning and Development and the Responsible Sex Education Institute. Health care services and pharmaceutical products available at our health centers and classes/programming through Learning and Development and the Responsible Sex Education Institute are available to employees and their dependents up to the following non-transferable and non-subsidized retail dollar amounts per benefit year, depending on class of employment and dependent status:

- Benefit Eligible Employees: \$700
- Dependent children, spouse/partner of Benefits Eligible Employees: \$400 per dependent
- Non-Benefit Eligible Employees: \$400

Employees with health insurance are encouraged to utilize their individual health insurance for preventative care. Dependents must be pre-enrolled to access this benefit. Enrollment forms are available in the Employer's time-tracking system.

ARTICLE 18—PROFESSIONAL DEVELOPMENT

18.1 Certification, Licensure and Renewal Fees: The Employer will pay for state and national fees associated with all state and national professional licenses the Employee must maintain as a requirement of their employment with PPRM. This benefit is available to all professionally licensed Bargaining Unit Employees following completion of their probationary period as defined in Article 6.

18.2 Professional Development for Bargaining Unit Employees. PPRM is committed to providing ongoing continuing education and professional development opportunities for each member of the Bargaining Unit (licensed and unlicensed).

1. Paid Time off for Professional Development.

When restricted funds are available through designated donations and/or scholarships provided by outside partners for such purposes, Bargaining Unit Employees may be eligible for paid time off.

ARTICLE 19-DISCIPLINE AND DISCHARGE

19.1 Just Cause. The Employer shall have the right to discharge, suspend or discipline any Bargaining Unit Employee for just cause. The Union and Employer acknowledge the Employer's right to have disciplinary procedures and policies.

Any Bargaining Unit Employee terminated because the Employer is legally required to do so shall be deemed to have been terminated for just cause.

19.2 Disciplinary Process. If a supervisor has reason to discipline a Bargaining Unit Employee, the supervisor shall make a reasonable effort to impose such discipline in a timely manner. Such discipline will not intentionally unduly embarrass the employee before other Bargaining Unit and non-Bargaining Unit Employees, the patients, family members or the public. All employees will be treated with respect and dignity at all times.

When a Bargaining Unit Employee is placed on suspension or administrative leave for the purpose of conducting an investigation into allegations of misconduct or policy violations the supervisor will provide an explanation to the Bargaining Unit Employee for the reason the suspension is being given before the suspension begins or at the time the Bargaining Unit Employee is interviewed as part of the investigation. If a suspension or administrative leave is given for investigation and such investigation does not result in a performance correction the Bargaining Unit Employee will be paid for the time spent on suspension or administrative leave. The Bargaining Unit Employee will receive that pay on the pay period following the conclusion of the suspension or administrative leave.

19.3 Performance Correction Process. When a Bargaining Unit Employee's conduct or performance is unsatisfactory or fails to meet PPRM's expectations, corrective action may be taken up to and including termination. Corrective Action may be given for failure to meet expectations with respect to Policy/Procedure; Performance; Behavior/Conduct; and Attendance. Corrective Action will typically be issued in the following progressive steps:

1. Verbal Correction;
2. Written Warning;
3. Final Notice; and
4. Termination.

In the case of serious misconduct, the Employer may proceed directly to written warning, final notice, or termination.

A verbal correction, written warning or final notice shall not be relied upon as the basis for further disciplinary action against an employee after one (1) year from the date the corrective action was issued, provided there has not been a recurrence of a similar misconduct within that time.

19.4 Discharge and Suspension Notification. The Employer will notify the Union in writing, via email of any discharge or suspension within forty-eight (48) hours (exclusive of Saturdays, Sundays, and holidays) from the time of discharge or suspension.

19.5 Right to Representation. If a supervisor is investigating possible misconduct or policy violation, the employee shall be informed of such and shall be given the opportunity to have Union representation during the supervisor's investigatory meeting with the employee. Such meeting shall include the supervisor's explanation of why the Bargaining Unit Employee is being investigated. The supervisor may also elect to have a witness present during the investigatory meeting.

Employees shall be given twenty-four (24) hour notice when being issued a final notice or termination to have the opportunity to arrange for a Union representative to be present as a witness in the meeting where the Employer is announcing the final notice or termination.

ARTICLE 20-PERSONNEL RECORDS

20.1 Personnel Files. Personnel files are the Employer's property. Bargaining Unit Employees shall be permitted to examine all materials in their personnel file at the Denver administration building at 7155 East 38th Avenue by appointment only. Requests for appointments to review personnel files shall be directed to the Labor Relations Director or their designee by email or telephone. Requests shall be honored within five (5) working days. A Bargaining Unit Employee may request a copy of their personnel file by sending an email request to the Labor Relations Director or their designee. Copies of the personnel file will be provided electronically via PPRM email, within ten (10) working days of the request unless the Employer notifies the Bargaining Unit Employee that additional time is needed.

Medical records are not considered part of the personnel file and may be requested separately.

20.2 Disciplinary Materials and Evaluations. No disciplinary material and/or evaluations shall be placed in a Bargaining Unit Employee's personnel file unless the employee has had an opportunity to sign it and has received a copy. A Bargaining Unit Employee has the right to attach their own views to any disciplinary record in their own personnel file.

20.3 Confidentiality. Information that would reasonably be considered confidential discovered by or provided to Bargaining Unit Employees, the Union or the Employer in the course of investigating or processing any complaint, policy violation, or grievance involving Bargaining Unit Employees may only be disclosed as required under the NLRA or other applicable laws or regulations.

ARTICLE 21-SEPARABILITY

If any part of this Agreement is against any current laws or laws passed in the future, that part of the contract shall be superseded, but all other parts of the Agreement shall remain in effect.

Furthermore, if any provisions of this contract or the applications of such provisions to any person or circumstance be ruled as an "unfair labor practice," or in any other way contrary to law, by any Federal or State court or duly authorized agency, the remainder of this contract or the application of such provision to other persons or circumstances shall not be affected thereby, and the parties will negotiate to replace such provision.

ARTICLE 22-HEALTH CENTER COLLABORATIVES

Upon the request of Bargaining Unit Employees(s) or health center management, a Health Center Collaborative shall be assembled for the purpose of discussing improvements in quality of patient care and employee relations of the health center. The Collaborative shall consist of equal numbers of persons appointed by the Employer and by the Union. The Employer and the Union shall each designate their own Collaborative participants. Collaborative meetings shall be scheduled at mutually agreeable times and locations. Bargaining Unit Employees attending

Collaborative meetings shall suffer no loss of pay. This meeting shall not be held in lieu of regular staff meetings.

The Collaborative's role is advisory, rather than decision-making. The Collaboratives will not have any authority to bargain or reach agreement over any terms or conditions of employment nor have any authority to change any terms of this Agreement. Topics for discussion may include, but are not limited to:

- Patient care
- Financial health of the health center and subsidy fund
- Discussion and development of performance benchmarks for the health center
- Facilities and maintenance in relation to the operations of the health center
- Training needs
- Staffing levels and turnover
- Employee experience
- Staff recognition
- Staff morale
- Health center policies
- Scheduling
- Security

ARTICLE 23-AGENCY-WIDE HEALTH CENTER COLLABORATIVE

23.1 Purpose, Scope and Schedule. The Employer and Union agree to establish an agency-wide PPRM Health Center Collaborative where the parties shall meet and discuss issues of opportunity, concern and importance to each that could affect or impact multiple health centers. This Committee will not have any authority to bargain or reach agreement over any terms or conditions of employment nor have any authority to change any terms of this Agreement. Such meetings will occur every quarter and either party may submit items for discussion. Bargaining Unit Employees will be paid for time spent in meetings. The first agency wide PPRM Health Center Collaborative meeting shall be scheduled no later than sixty (60) days after the ratification of this agreement.

23.2 Committee Membership. The Employer and the Union shall each designate their own committee members. The Union will have at least eight (8) committee members as designated below.

Bargaining Unit membership shall consist of at least:

- One (1) representative working in Las Vegas, Nevada
- One (1) representative working in Albuquerque or Santa Fe, New Mexico
- One (1) representative working in a 4 Corners health center (including Cortez, Durango or Farmington)
- One (1) representative working in a rural Colorado health center (including Glenwood Springs, Steamboat, Granby, Salida, or Alamosa)
- One (1) representative working in the traveling and float team

- One (1) representative working in health centers providing in-clinic abortions
- One (1) representative working in health centers providing medical abortions but not in-clinic abortions
- One (1) representative working in a health center not providing in-clinic or medication abortions

The Union shall make every effort to ensure representation from each job classification within the Bargaining Unit.

23.3 Agenda Items. Topics for discussion may include, but are not limited to:

- Training needs
- Staffing levels
- Political issues relating to PPRM and health centers
- New initiatives and process changes
- Improvements to existing policies or projects
- Collaboratively assessing and improving communication between health center employees and admin staff
- Improving patient experience

23.4 Shared Commitment and Accountability. The Employer and the Union shall each designate a co-chair who will rotate scheduling meetings, setting a shared agenda, as well as taking and communicating notes. Co-chairs will commit to one-year-term. If a member of the Collaborative (including the co-chair) is unable to serve their full term, alternates will be appointed.

ARTICLE 24-NO STRIKE/NO LOCKOUT

24.1 No Strike/ No Lockout. During the term of this Agreement or any written extension thereof, the Union shall not call nor authorize any strike against the Employer at the establishment covered by this Agreement, and the Employer will not lock out any Employee.

24.2 Union Notification. If an Employee or Bargaining Unit Employees engage in any strike, and the Employer notifies the Union of such action, a representative of the Union shall, as promptly as possible, instruct the Bargaining Unit Employees to cease such action and promptly return to their jobs.

24.3 Violation. Bargaining Unit Employees who participate in a strike in violation of this Article will be subject to discipline up to and potentially including termination.

24.4 Union Communication. In the event of a violation of the no-strike provision, the Union will:

- Publicly disavow such action by the Bargaining Unit Employees;
- Notify the Bargaining Unit Employees of its disapproval of such action and instruct such Bargaining Unit Employees to cease such action and return to work immediately;

- Post notices on Union bulletin boards advising that it disapproves of such action and instructing Bargaining Unit Employees to return to work immediately.

ARTICLE 25-SAFETY & TRAINING

25.1 Safety Rules and Regulations. The Employer shall carry out its obligations as set forth in applicable Planned Parenthood standards, federal, state and local laws and regulations, to provide a safe environment for its patients and Bargaining Unit Employees. The Employer shall be responsible for enforcement of such rules and regulations and of its own safety rules and regulations. Employees are responsible for adhering to such rules and regulations as well as for reporting perceived safety issues to their supervisor.

25.2 Health Center Equipment, Materials and Training. The Employer shall provide necessary and functioning equipment, materials, and training to Bargaining Unit Employees in order to provide a safe workplace. The Union and the Employer will work cooperatively to establish additional training programs related to safety that will be accessible to all employees. Any employee wishing to receive additional training shall be able to access trainings and will be paid for such time spent in these trainings.

25.3 Safe Equipment and Safe Conditions. No Bargaining Unit Employee shall be required to work on or with an unsafe piece of equipment or under an unsafe condition as defined by applicable Planned Parenthood standards, as well as federal, state, and local laws and regulations. This language may only be invoked after a Bargaining Unit Employee discusses the matter with their supervisor.

25.4 Employer Paid Vaccines and Tests. The Employer will reimburse employees for the cost of initial TB tests and flu vaccines not otherwise covered under individual health insurance. The Employer shall make the hepatitis B vaccine available at no cost to employees. If an employee is exposed to any infectious disease after a documented case of said disease in the health center, the Employer shall make testing and treatment available at no cost to the employee.

25.5 Infectious Disease. The Employer shall follow the Post-Exposure Plan in the PPRM Infection Prevention Manual in the event an employee is exposed to a blood borne pathogen.

ARTICLE 26-GRIEVANCE & ARBITRATION PROCEDURE

26.1 Purpose. The purpose of the grievance procedure is to provide a means for prompt and orderly resolution of disputes between employees and the Employer. The parties agree to make an earnest effort to settle grievances at the lowest possible step.

26.2 Definition of Grievance. A grievance shall be defined as any dispute regarding the interpretation, application, intent, or meaning of this Agreement. A grievance may be filed by an employee (or the Union acting on behalf of an employee(s)), a Union Steward or Union Representative.

26.3 Informal Resolution. The parties encourage employees to engage in the informal resolution process to resolve misunderstandings and to avoid unnecessary grievances. Therefore, employees are encouraged to discuss the subject matter of a potential grievance with their

immediate supervisor before filing a formal grievance. If the issue is not resolved at this informal level, the employee may file a grievance under Article 26.7. This informal resolution process does not change the time limits specified in this article for filing a formal grievance.

26.4 Timelines. The time limits set forth in the following grievance steps may be extended only by written mutual consent of the parties. Working days are defined as Monday through Friday, excluding recognized holidays, as set forth in Article 12 of this Agreement. If the employee or Union does not comply with the time limitations, or if the employee or Union fails to appear for a scheduled grievance step meeting with the Employer, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with the time limitations, the grievant shall have the right to proceed to the next step of the grievance procedure.

26.5 Discharge Grievances. All grievances alleging that an employee has been discharged in violation of this Agreement shall be filed at Step 2 of the grievance procedure within ten (10) working days of the date of the discharge.

26.6 Group Grievances. The Union, through a Union Representative only, may file a group grievance if the complaint involves more than one (1) employee with a similar grievance. Such grievances will be filed at Step 2 of the grievance procedure. If multiple grievances are filed separately the parties may consolidate those grievances into a group grievance.

26.7 Grievance Steps

Step 1. A grievance shall be documented in writing and submitted to the Health Center Manager and the Director of Labor Relations within ten (10) working days of the date of the event(s) giving rise to the grievance or the date when the grievant should reasonably have become aware of the event(s) giving rise to the grievance. The written grievance shall state the complaint, the date it occurred, the article(s) of this Agreement allegedly violated, the actions already taken to resolve the matter, if any, and the resolution desired. The grievant may request the assistance of a union steward and/or union representative. The grievant, their union steward/representative (if requested by the employee), the Health Center Manager, and the Labor Relations Director (if requested by the Health Center Manager) shall have a meeting to discuss and attempt to resolve the grievance. This meeting shall be held within fifteen (15) working days after the grievance was filed unless events and circumstances preclude such meeting, i.e., scheduled vacation. The Health Center Manager shall submit their written response to the Union within fifteen (15) working days following the Step 1 meeting. If the Health Center Manager denies the grievance, the response shall state the reasons for the denial.

Step 2. If the grievance remains unresolved after Step 1, the grievance may then be appealed directly to the Health Center's Regional within ten (10) working days of receipt of the written response in Step 1. The grievant, their union steward/representative (if requested by the employee), the Regional, and the Labor Relations Director (if requested by the Regional) shall have a meeting to discuss and attempt to resolve the grievance. This meeting shall be held within fifteen (15) working days following receipt of the Step 2 appeal unless events and circumstances preclude such meeting, i.e., scheduled vacation. The Regional shall submit a written response within fifteen (15) working days following the Step 2 meeting. If the Regional denies the grievance, the response shall state the reasons for the denial.

Step 3. If the grievance remains unresolved after Step 2, the grievance may then be appealed to the Director of Health Center Operations or their designee within ten (10) working days of receipt of the written Step 2 response. The grievant, their union steward/representative (if requested by the employee), the Director of Health Center Operations, and/or the Vice President of Employee Experience shall have a meeting to discuss and attempt to resolve the grievance. This meeting shall be held within fifteen (15) working days following receipt of the Step 3 appeal unless events and circumstances preclude such meeting, i.e., scheduled vacation. The Director of Health Center Operations and/or the Vice President of Employee Experience shall submit a written response within fifteen (15) working days following the Step 3 meeting. If the grievance is denied, the response shall state the reasons for the denial.

26.8 Arbitration. If the grievance is unresolved, the Union shall provide written notice to the Director of Labor Relations or their designee of its intent to arbitrate within fifteen (15) working days after the receipt of the Employer's Step 3 response. If the Union elects to pursue a grievance through to Arbitration, the parties will proceed as follows:

1. The Employer and the Union shall endeavor to select a mutually agreeable arbitrator within ten (10) working days of receipt of notice of the Union's intent to proceed to arbitration.
2. If the parties are unable to agree upon an arbitrator, then the Federal Arbitration and Conciliation Service shall be requested to nominate five (5) potential arbitrators.

The arbitrator shall be selected as follows:

From this list of five (5) prospective arbitrators, the Union and the Employer shall strike one (1) name until there remains only one (1) name on the list. A flip of a coin shall determine who shall strike the first name. The person whose name remains shall become the sole arbitrator of the grievance.

The parties have an interest in following arbitration procedures that guarantee due process but are also time efficient and cost effective. To accomplish these goals, the parties will make all reasonable efforts prior to the arbitration hearing to stipulate to facts that are not in dispute and to stipulate to the issue(s) to be presented to the arbitrator. Briefs will be used judiciously by the parties, recognizing their impact on the timing and cost of receiving a decision and award.

It is understood and agreed between the parties that the decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. The arbitrator shall have no power to establish wage scale or wage structure. The arbitrator will have continuing jurisdiction following issuance of the arbitration award to address any issues arising from implementation of the award.

The Union and the Employer shall share the expense of the arbitration proceedings equally, which include but are not limited to the cost of the arbitrator, court reporter, and transcript for the arbitrator, if mutually agreed to as necessary, conference room costs, and other related costs. All other costs of arbitration, including representation costs, and transcripts for the parties, will be paid by the party that incurred them.

Grievances shall not be consolidated into a single arbitration proceeding unless ordered by the arbitrator or otherwise agreed upon between the Employer and the Union. The grievant shall be granted unpaid release time to participate in the arbitration hearing. The Employer will release employees from work on a reasonable basis as needed to testify, provided that the Union reserves its right to request and obtain subpoenas, court orders, and other relief required, and the attendance of the witness at arbitration. All formal steps in the grievance procedure as set forth above must be exhausted prior to proceeding to arbitration unless agreed to between the Union and the Employer.

ARTICLE 27-DURATION

This Agreement shall be effective on September 20, 2019 and shall remain in full force and effect through two (2) years. Either party may serve written notice on the other at least ninety (90) days prior to September 19, 2021, of its desire to add, amend or terminate any provision of the Agreement. Any change agreed upon by the parties shall be reduced to writing and executed by duly authorized officers or agents of the parties to this Agreement.

PLANNED PARENTHOOD OF THE
ROCKY MOUNTAINS, INC.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 105

Adrienne Mansanares, Chief Experience
Officer

Ron Ruggiero, President

Date

Date

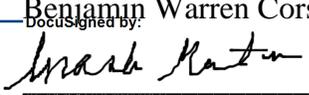
Bargaining Team:

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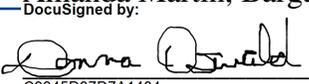

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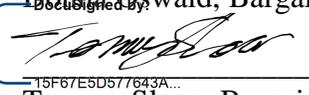

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Benjamin Warren Corsey III

Amanda Martin, Bargaining Team

Donna Oswald, Bargaining Team

Tommy Sloan, Bargaining Team

Suzanne Thorp, Bargaining Team

Letter of Agreement
Between SEIU, Local 105 and Planned Parenthood of the Rocky Mountains
Regarding Collective Bargaining Agreement Training for Management Staff

The Employer and Union agree to facilitate five (5) joint Collective Bargaining Agreement trainings, within sixty (60) days of the ratification date of this Agreement. The trainings will take place in Denver, Durango, Albuquerque, and Las Vegas. Video conference or other alternative technologies for all five meetings will also be made available for participants that are unable to attend in person. This training shall include equal numbers of presenters from Planned Parenthood of the Rocky Mountains and SEIU, including the Planned Parenthood bargaining team and/or elected stewards. This is a one-time training session to last no more than two (2) hours in duration and is for any member of management that supervises any member of the Bargaining Unit. Bargaining Unit Employees will be paid their regular rate of pay for this training and will not be put into overtime status as a result of attending this meeting and their attendance at the training will not interfere with their work schedule. The purpose of this training shall be to review language within this Agreement that reflects the following:

- Policies and practices covered by the Agreement that deviate from prior policy or practice
- New policies or procedures
- Process for Health Center Collaboratives and Agency-Wide Health Center Collaborative

For the Employer

Name: _____

Title: _____

Date: _____

For the Union

Name: _____

Title: _____

Date: _____

APPENDIX A

Step	HCA	Adv HCA \$.30	HCA III \$.30	RN for Surgery Ctr \$.70	RN for Surgery Ctr II \$.70	Adv Prac Nurse I \$1.20	Adv Prac Nurse II \$1.20	Adv Prac Nurse III \$1.20
0	\$15.00	\$15.25	\$16.00	\$29.00	\$32.00	\$38.75	\$40.75	\$44.00
1	N/A	\$15.55	\$16.30	\$29.70	\$32.70	\$39.95	\$41.95	\$45.20
2	N/A	\$15.85	\$16.60	\$30.40	\$33.40	\$41.15	\$43.15	\$46.40
3	N/A	\$16.15	\$16.90	\$31.10	\$34.10	\$42.35	\$44.35	\$47.60
4	N/A	\$16.45	\$17.20	\$31.80	\$34.80	\$43.55	\$45.55	\$48.80
5	N/A	\$16.75	\$17.50	\$32.50	\$35.50	\$44.75	\$46.75	\$50.00
6	N/A	\$17.05	\$17.80	\$33.20	\$36.20	\$45.95	\$47.95	\$51.20
7	N/A	\$17.35	\$18.10	\$33.90	\$36.90	\$47.15	\$49.15	\$52.40
8	N/A	\$17.65	\$18.40	\$34.60	\$37.60	\$48.35	\$50.35	\$53.60
9	N/A	\$17.95	\$18.70	\$35.30	\$38.30	\$49.55	\$51.55	\$54.80
10	N/A	\$18.25	\$19.00	\$36.00	\$39.00	\$50.75	\$52.75	\$56.00

Effective October 13, 2019

An HCA shall become an Advanced HCA upon completion of required training and demonstrated competency in their role, normally within six (6) months of hire. The Employer shall assess competency within six (6) months of hire. At that time, if the HCA has not yet met all required training expectations or achieved demonstrated competency in the HCA role through no fault of the Employer, an extension will be granted. A mutually agreed upon plan will be developed to achieve competency and reassessment will occur within thirty (30) days.

APPENDIX B

Step	HCA	Adv HCA 3%	HCA 3 3%	RN for Surgery Ctr 3%	RN for Surgery Ctr 2 3%	Adv Prac Nurse 1 3%	Adv Prac Nurse 2 3%	Adv Prac Nurse 3 3%
0	\$15.00	\$15.25	\$16.00	\$29.00	\$32.00	\$38.75	\$40.75	\$44.00
1	N/A	\$15.71	\$16.48	\$29.87	\$32.96	\$39.91	\$41.97	\$45.32
2	N/A	\$16.02	\$16.79	\$30.59	\$33.68	\$41.15	\$43.21	\$46.56
3	N/A	\$16.33	\$17.10	\$31.31	\$34.40	\$42.38	\$44.44	\$47.79
4	N/A	\$16.63	\$17.41	\$32.03	\$35.12	\$43.62	\$45.68	\$49.03
5	N/A	\$16.94	\$17.72	\$32.75	\$35.84	\$44.86	\$46.92	\$50.26
6	N/A	\$17.25	\$18.03	\$33.48	\$36.57	\$46.09	\$48.15	\$51.50
7	N/A	\$17.56	\$18.33	\$34.20	\$37.29	\$47.33	\$49.39	\$52.74
8	N/A	\$17.87	\$18.64	\$34.92	\$38.01	\$48.56	\$50.62	\$53.97
9	N/A	\$18.18	\$18.95	\$35.64	\$38.73	\$49.80	\$51.86	\$55.21
10	N/A	\$18.49	\$19.26	\$36.36	\$39.45	\$51.04	\$53.10	\$56.44

Effective with the start of the first pay period in October 2020.