

AGREEMENT

between

PLANNED PARENTHOOD OF
THE ROCKY MOUNTAINS, INC.

and

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

Expires October 1, 2024

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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, part-time, and PRN employees in the below job classifications -

Advanced Practice Clinician I
Advanced Practice Clinician II
Advanced Practice Clinician III
Traveling Advanced Practice Clinician I
Traveling Advanced Practice Clinician II
Traveling Advanced Practice Clinician III
RN for Surgery Center I
RN for Surgery Center II
Travelling RN for Surgery Center I
Travelling RN for Surgery Center II
Health Center Assistant I
Health Center Assistant II
Health Center Assistant III
Traveling Health Center Assistant I
Traveling Health Center Assistant II
Traveling 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 Park Hill
Durango

Fort Collins
Glenwood Springs
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.

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 the 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 and Harassment. No employee or applicant for employment covered by this Agreement shall be unlawfully discriminated against or harassed 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 workflow , 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, abortion stigma, and active shooter trainings.

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.

Union stewards will be paid for up to one hour of time spent training and shadowing representative steward work. When a Steward needs to attend a grievance meeting or other representation meeting for training purposes during scheduled work hours, 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 for training purposes.

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 and other official steward activities.

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.

Union staff representative(s) and/or Union Steward(s) will be given an opportunity during PPRM new employee orientation to speak with the Bargaining Unit Employees in private for sixty (60) 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, available float holidays or wellness days if missing an entire shift or take unpaid time for such requests.

ARTICLE 6-PROBATIONARY PERIOD

6.1 **Probationary Period.** PPRM does not currently have a probationary period.

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 Clinician (APC), 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 HCA II; HCA II to HCA III; RN to RN II, APC I to APC II; and APC II to APC III. This shall include travel positions. PRNs are excluded from Article 9.1 and 9.2.

9.2 Advancement within Job Class

1. HCA Advancement

- a. HCA I to HCA II: An HCA shall become an HCA II upon completion of required training and demonstrated competency in their role, normally within six (6) months of hire. The Employer shall assess competency no later than six (6) months of hire. If the HCA has not yet met all required training expectations or achieved demonstrated competency in the HCA role, a mutually agreed upon plan will be developed to achieve competency and reassessment will occur within thirty (30) days.
- b. HCA II to HCA III: An HCA II shall become an HCA III upon completion of required training and demonstrated competency in their role, normally within twelve (12) to fifteen (15) months of their hire date. If the HCA has not yet met all required training expectations or achieved demonstrated competency in the HCA II role, a mutually agreed upon plan will be developed to achieve competency and reassessment will occur within thirty (30) days. HCAs that move to PRN prior to being promoted to HCA III are exempt from this article.
 - i. HCAs advanced to Level II on or after September 30, 2022, will be assessed for competency for advancement to Level III between six (6) months to nine (9) months of the date they advanced to level II.
 - ii. HCAs advanced to level II prior to September 30, 2022, will be assessed for competency for advancement to Level III no later than March 30, 2023.

2. RN Advancement

- a. An RN I shall become an RN II upon completion of required training and demonstrated competency in their role, within six (6) months of hire.
 - i. RN Is hired on or after September 30, 2022, will be assessed for competency for advancement to Level II no later than six (6) months after their date of hire.
 - ii. RN Is hired prior to September 30, 2022, will be assessed for competency for advancement to Level II no later than March 30, 2023.

If the RN I has not yet met all required training expectations or achieved demonstrated competency in their role, a mutually agreed upon plan will be developed to achieve competency and reassessment will occur within thirty (30) days.

RN IIs will be ultrasound trained within six (6) months of advancement to RN II. Management will be responsible for scheduling the ultrasound training plan.

3. APC Advancement

- a. APC I to APC II: An APC I shall become an APC II upon completion of required training and demonstrated competency in their role, normally within six (6) months of hire. If the APC I has not yet met all required training expectations or achieved demonstrated competency in the role, a mutually agreed upon plan will be developed to achieve competency and reassessment will occur within thirty (30) days.
 - i. APC Is hired on or after September 30, 2022, will be assessed for competency for advancement to APC II no later than six (6) months after completion of onboarding and mentorship.
 - ii. APC Is hired prior to September 30, 2022, will be assessed for competency for advancement to APC II no later than March 30, 2022.
- b. APC II to APC III:
 - i. APCs that are hired at Leve II will be assessed for advancement to APC III within six (6) months after completion of their onboarding and mentorship.
 - ii. PPRM will determine eligibility for advancement from APC II to APC III at the time of their annual evaluation.

9.3 Position 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 to be considered for the interview process. Employees on a final disciplinary notice are not eligible to transfer. 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. Internal candidates may be considered for the position based on seniority.

ARTICLE 10-HOURS & OVERTIME & SCHEDULES

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 fifteen (15) minute paid rest period for every four (4) hours worked. Health center managers will ensure employees are given the opportunity to take their rest period as assigned or upon request. 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 PRN employee does not have regularly scheduled hours. Regular hours may not apply when employees are attending required trainings or onboarding.

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 PRN 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. Health Center Pods. To encourage and increase collaboration and consistency between health centers, to share resources, and to increase opportunities for professional development, health centers are grouped into Pods. Bargaining Unit Employees will be scheduled at their home health center for a majority of their scheduled shifts each month. Employees may be scheduled to work at other health centers within their Pod on a regular basis for reasons including but not limited to training, operational needs, patient care, positional advancement, and covering vacations, leaves or other absences. Mileage will be reimbursed per Article 11.4.

10.9 Temporary Changes to Work Schedules. The Employer may require temporary changes to posted work schedules in the following circumstances after asking for volunteers.

- The Employer may temporarily change Bargaining Unit Employees' shifts or set of workdays with at least fourteen (14) days' notice.
- Without disrupting scheduled shifts or set of workdays, the Employer may temporarily change Bargaining Unit Employees' scheduled work location within their assigned Pod at

any time. Transportation will be taken into consideration. The Employer will not require employees to work at a location more than 75 miles from their home health center.

- With at least fourteen (14) days' notice, the Employer may temporarily change Bargaining Unit Employees' scheduled work location outside of their assigned Pod if the location is within seventy-five (75) miles of employees' home health center. In this circumstance, the Employer shall, upon request by the employee, adjust the shift start and end times to accommodate previously planned business. Mileage will be reimbursed per Article 11.4.

Bargaining Unit Employees may agree to temporary changes in shifts, set of workdays, or locations at any time. This Section does not apply where:

1. Employees voluntarily pick up extra shifts pursuant to Section 11 of this Article;
2. Permanent reductions in hours are necessary pursuant to Article 14;
3. Temporary reductions in hours are necessary pursuant to Section 10 of this Article;
4. Same day schedule changes are necessary pursuant to Section 12 of this Article;
5. Employees are onboarding or attending required trainings.

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

1. For purposes of this Article, Travelers, HCAs assigned to a training Pod, and HCAs functioning in their preceptor capacity will not have hours reduced unless the health center is closed or mutually agreed upon by the employee and onsite manager.
2. 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 seniority order.
3. If there are no volunteers, the Employer will reduce hours within the affected job role at the affected health center in reverse seniority order.
4. 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, or float holiday time or wellness -time may be used if available. If the Bargaining Unit Employee chooses not to use available paid annual leave, float holiday time, or wellness time, then the Bargaining Unit Employee will not be paid for time not worked.
5. Prior to temporarily reducing hours, the Employer shall give affected employees as much notice as practicable.

10.11 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 follow the following process when offering Bargaining Unit Employees extra shifts:

1. Vacant shifts shall first be offered to Bargaining Unit Employees in the affected job role within the impacted Pod. Vacant shifts will be offered via text beginning January 1, 2022, and PPRM email. Employees may opt out of the vacant shift text notification system. Employees will have 48 hours to respond. If multiple volunteers respond within the allotted time, the shift will be awarded in seniority order, starting with the most senior employee in the affected Pod 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 Pod 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 pursuant to Step 2.
2. Second, if no Bargaining Unit Employees assigned to the affected Pod volunteer to work the vacant shift within 48 hours, the Employer shall offer the shift to all Bargaining Unit Employees in the affected job role via a group PPRM email and beginning January 1, 2022, by text. 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 no Bargaining Unit Employees volunteer to work the vacant shift within twenty-four (24) hours after the shift has been offered pursuant to Step 2, the Employer may offer the shift to specific bargaining unit employees and/or qualified non-bargaining unit employees.

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.

10.12 Shift Cancellations and Emergency Closures.

1. When a Bargaining Unit Employee reports to a scheduled shift that is canceled or receives notification of cancellation less than 24 hours prior, the Employer will transfer the employee to another health center for the scheduled shift where practicable.
 - a. 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.
 - b. This will not exceed the length of the employee's regular scheduled shift, including drive time, without the employee's consent.
 - c. If the Employer does not transfer the employee to another location, the employee will be paid for that shifts' scheduled hours.
2. In the case of inclement weather events requiring the health center to close or open late, the Employer will notify employees as soon as the decision is made. Bargaining unit employees will be paid for their scheduled hours in the event the health center closes or reduces hours due to inclement weather.
3. In the case of emergencies such as facility issues or natural disasters that require the health center to close or open late, the Employer will notify employees as soon as the decision is made. The Employer will transfer the employee to another health center for the scheduled shift where practicable.
 - a. If the employee is transferred to another health center for their scheduled shift(s), they will receive pay for all hours worked, including drive time from their home health center to their transfer location.
 - b. Transfer hours will not exceed the length of the employee's regular scheduled shift(s), including drive time, without the employee's consent.
 - c. If the Employer does not offer to transfer the employee to another location, the employee will be paid for their scheduled hours for up to two consecutive days of closure after which point they will be allowed to use their annual leave, float holiday time, or wellness time but will not be required to, and they have the option to take the time off without pay.

10.13 Temporary Shift Coverages & Trades.

1. 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.

2. Employees may trade shifts within their pod or health center on a temporary basis with approval of all impacted managers.

3. In the event an employee cannot secure a trade or find coverage, the employee may request that their manager send their request for shift coverage to the cost program (Travel Team/PRN).

10.14 Overtime. All overtime must be approved in advance by the Health Center Manager or their designee. PPRM will comply with all state and federal overtime regulations.

10.15 APC Administrative Time. Administrative time for APCs is in direct relationship to and an integral part of productivity. PPRM is committed to building a fair and equitable process for assigning administrative time. Beginning January 1, 2023, PPRM will provide APCs administrative time in the following increments:

- 30 minutes of administrative time per 8-hour shift.
- 1 hour of administrative time per 10-hour shift.

Administrative time is defined as time spent completing any required job duties that are outside of direct patient care. Administrative time and breaks shall not exceed 20% of employees' scheduled shift.

10.16 Permanent Change in Shift or Workdays.

A. Employer Required Changes

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.

B. Vacant Schedule Reassignment

1. After the manager determines that they will post a vacant health center position and determines the schedule for that position the manager will offer the vacant shifts for that position to all home health center employees in the positional job role via PPRM and personal email.

2. Employees will have 3 calendar days to request new shift(s). The employee's response must specify the shift(s) they are requesting in priority order and specify the shift(s) they will be vacating for each shift requested. Employees must maintain the same number of shifts.

3. The requests for shift changes will be processed in seniority order, with the most senior employee's request being processed in full and continuing in seniority order until all the vacant shifts are awarded.

C. Permanent Shift Trades

Employees may trade shifts within their health center on a permanent basis with manager approval.

D. Health Center Schedule Bidding

1. During the month of June employees will have the opportunity to bid their schedules if half of all the employees in the job role agree to the schedule bidding process.

2. The manager will make available for bidding all shifts of current employees in the job role. Shift lengths will not be altered in the bidding process by management. APC shifts that require a specific skill may only be selected by APCs qualified to perform that skill. Vacant schedules will not be made available for bidding.

3. Employees will choose their schedules in seniority order. Employees must maintain the same number of shifts when selecting their schedules. The new schedules will go into effect the first full pay period of September.

4. This process does not apply to training pod HCAs, PRN staff, the travel team, health centers that only have one position in the job role, health centers where every position in the job role works the same schedule, and employees that work at more than one location. Employees on an HR approved leave of absence during the bidding process will maintain their schedule and will be excluded from the bidding process unless they contact HR and request to participate in the bidding.

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 two days 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 \$1.25 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. Said 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: \$2.00/hour for time spent training as part of a formal training program.
- RNs:
 - Ultrasound precepting: \$25.00 per day
 - Beginning no later than April 1, 2023, RNs will receive \$2.00/hour for time spent training as part of a formal training program.
- APCs:
 - Mentoring of new APCs and signing off on skills: \$2.00/hour for time spent mentoring
 - Ultrasound precepting: \$25.00 per day

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.

11.4 Mileage. All Bargaining Unit Employees assigned to a home health center 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 \$0.625 per mile. The rate shall be revised to match the then current federal IRS standard mileage rate at the start of each calendar year or within 90 days of any mid-year IRS changes to the mileage rate. 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).

Travel team members will be reimbursed for all miles driven from their home to their health center work location and home again.

Training Pod HCAs will be reimbursed for all miles driven from their home to their health center work location and home again until they are assigned a home health center.

11.5 Hard to Fill Positions. A position may be considered hard to fill when it has been posted and unfilled for three months. The Employer will provide the following sign-on bonus to Bargaining Unit Employees hired after a position has been deemed hard to fill.

- APC Sign-on Bonus: \$6,000 (\$3,000 upon hire and \$3,000 after 12 months of continuous employment);

- RN Sign-on Bonus: \$3,000 (\$1,500 upon hire and \$1,500 after 12 months of continuous employment).
- HCA Sign-on Bonus: \$750 (\$375 upon hire and \$375 after 12 months of continuous employment).

Employees that are currently receiving a hard to fill hourly pay differential will continue to receive the differential until they terminate their employment or transfer to a location that was not previously designated as hard to fill.

11.6 Travel Position Premiums. All travel team members shall receive \$2.00 per hour in addition to their base hourly 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 2023 Wage Increases. Effective with the start of the first pay period in October 2022, which begins on October 9, 2022, the Employer agrees to implement the new FY23 wage table located in Appendix A. Employees will be placed on the FY 23 wage table as follows:

- HCA Is will be placed on the FY23 wage table at the same step as their placement on the FY22 wage table.
- HCA IIs will advance one step on the FY22 wage table. HCA IIS will be placed on the FY23 wage table when promoted to HCA III. Any HCA IIs hired after the effective date of this contract will be placed on the FY23 wage table.
- HCA IIIs will be placed on the FY23 wage table and advance one step from their placement on the FY22 wage table.
- All RNs will be placed on the FY23 wage table and advance one step from their placement on the FY22 wage table.
- All APCs will be placed on the FY23 wage table and advance one step from their placement on the FY22 wage table.

Employees at or above the highest step of the fiscal year 2022 wage table shall have their base wage increased to the base rate in the highest step of the FY23 wage table. If the resulting wage increase is less than 3%, the employee shall receive a one-time lump sum payment of 3% of their annual 2022 fiscal year salary calculated using their regular scheduled hours.

11.9 Fiscal Year 2024 Wage Increases.

Effective the first full pay period of fiscal year 2024, PPRM will implement the FY24 wage table. All bargaining unit employees will advance one step on the FY24 wage table from their step placement on the FY23 wage table.

Effective the first full pay period of fiscal year 2024, employees at the highest step of the FY23 wage table shall have their base wage increased to the base rate of the highest step of the FY24 wage table and shall receive a one-time lump sum payment of 5% of their annual 2023 fiscal

year salary calculated using their regular scheduled hours. If the employee did not work the entire 2023 fiscal year it will be prorated.

11.10 Positional Advancements. Employees that advance a level within their positional job role shall move to the next level on the wage table at the same step.

11.11 New Hire Wage Rates. Relevant health care experience and 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 as follows

HCA:

- HCAs that do not have a medical assistant certification or degree or have no prior HCA experience at PPRM or a PP affiliate will be placed on step 0 of the HCA I wage table.
- HCAs with a medical assistant certification, phlebotomy certification, or Certified Nursing Assistant (CNA) certification will be placed on step 1 of the HCA I wage table.
- HCAs that have at least one year of prior experience as an HCA at a PP affiliate or have other relevant reproductive health patient care experience within one year prior to their hire date will be placed on the HCA II wage table.
- HCAs that have at least one year of prior experience as an HCA at PPRM and are hired within one year of their exit from PPRM, will be placed on their last wage table level and step.

RNs:

- New graduates or RNs with no prior sedation or abortion procedure experience will be placed on the RN I wage table. One step will be awarded for every two years of RN experience without sedation/ab procedure experience. One step will be awarded for credentials or degrees that are directly relevant to their job duties and that exceed the requirements of the job description.
- New RNs with at least one year of PPRM experience within the past three years will be placed on Step 1 of the RN wage table.
- RNs with at least one year of prior sedation experience, ultrasound experience, and/or experience assisting in abortion procedures will be placed on RN II wage table. One step will be awarded for each full year of fully relevant experience. One step will be awarded for every two years of RN experience without sedation/ab procedure experience. One step will be awarded for credentials or degrees that are directly relevant to their job duties and that exceed the requirements of the job description.

APCs:

- New graduates or APCs with no prior reproductive and sexual health experience will be placed on the APC I wage table. One step will be awarded for every two years of APC experience without repro health/sexual health experience. One step will be awarded for

credentials or degrees that are directly relevant to their job duties and that exceed the requirements of the job description.

- New APCs hired with at least one year of PPRM experience within the past three years will be placed on Step 1 of the APC wage table.
- APCs with at least one year of prior experience in reproductive and sexual health care will be placed on APC II wage table. One step will be awarded for each full year of relevant experience. One step will be awarded for every two years of APC experience without repro health/sexual health experience. One step will be awarded for credentials or degrees that are directly relevant to their job duties and that exceed the requirements of the job description.

11.12 Relocation Bonus. A position may be considered eligible for a relocation bonus when it has been posted and unfilled for three months or when determined to be operationally necessary. The Employer will provide the following relocation bonus to current employees or external candidates hired after a position has been deemed eligible for a relocation bonus:

1. Out of state moves:

- APC Relocation Bonus: \$6,000
- RN Relocation Bonus: \$4,000
- HCA Relocation Bonus: \$2,000

2. In-state moves if living at least a 2.5-hour distance from the new work location.

- APC Relocation Bonus: \$3,000
- RN Relocation Bonus: \$2,000
- HCA Relocation Bonus: \$1,000

11.13 Ultrasound Differential. HCAs and RNs who qualify are paid a \$2.00 per hour ultrasound differential. To qualify for the ultrasound differential, an employee must meet the following requirements:

- Successfully complete PPRM approved ultrasound training.
- Be privileged and approved by QM to conduct ultrasounds independently.

Managers will assign ultrasound work to employees that are approved to receive the ultrasound differential for at least 50% of their scheduled shifts per month. PRNs who receive the ultrasound differential will choose shifts that require ultrasound scanning for at least 50% of their shifts worked per month. Failure of PRNs to meet this requirement for two consecutive months will result in a revocation of their ultrasound differential.

PPRM will consider seniority as one factor and in addition to other criteria when selecting employees for ultrasound training.

ARTICLE 12- ANNUAL LEAVE, HOLIDAY, AND WELLNESS/PERSONAL TIME

Benefit eligible Bargaining Unit Employees, as defined in Article 10, shall be entitled to paid time off each year for annual leave, wellness, and holidays as described in this Article. Employees must use available paid time off for absences unless approved by the Human Resources Department.

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

New Year’s Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas Eve

Christmas Day

Beginning January 1, 2023, Float Holiday time shall accrue as follows:

Date Accrued	Number of Hours Accrued
January 1 st	15 hours
May 1 st	22.5 hours
September 1 st	37.5 hours

Floating holiday time may be used in 0.25-hour increments. Use of floating holidays will not allow an employee to exceed their standard weekly hours except when an employee has floating holiday time approved and agrees to work an extra shift(s) the same week the floating holiday time is approved. Use of floating holidays shall not be included in overtime calculations. The total number of hours granted per year is 75 hours for each benefited employee. Accrued and unused floating holiday time will be paid out upon termination of employment.

12.2 Wellness/Personal Time. PPRM provides eligible employees the opportunity to earn up to 30 hours of paid wellness/personal time in a calendar year. 7.5 hours of paid wellness/personal time is accrued the first day of each calendar quarter. Accrued wellness/personal time can be used at the employee’s discretion at any point in the calendar year for which they are earned. Accrued wellness/personal time not used in the calendar year they are earned will not be carried

over into the next calendar. Wellness/Personal time may be used in 0.25 hour increments. Use of wellness/personal time will not allow an employee to exceed their standard weekly hours except when an employee has Wellness/Personal time approved and agrees to work an extra shift(s) the same week the Wellness/Personal time is approved. Use of Wellness/Personal Days shall not be included in overtime calculations. Wellness/personal time will begin accruing in hours on January 1, 2023. Accrued and unused wellness/personal time will be paid out upon termination of employment.

12.3 Annual Leave Accrual. Annual Leave hours will accrue only on actual hours worked including overtime. Benefit eligible employees shall be entitled to annual leave based upon the following accrual rates:

Years of Service	Accrual Rate Per Hour Worked	Maximum Vacation 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

Once an employee reaches the cap, no further annual leave will accrue until leave is used or a new accrual cap applies. 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.

12.4 Annual Leave Cash-Out. One time during each calendar year, Employees shall be able to cash-out up to thirty-eight (38) hours of their unused and accrued annual leave without penalty.

12.5 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.

12.6 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 regular scheduled hours of work. Use of Annual Leave shall not be counted in overtime calculations. 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.

ARTICLE 13-PAID LEAVE

13.1 Sick Leave. Benefit eligible employees shall be entitled to paid sick leave at the accrual rate of .0462 hours for every hour worked. Non-benefits eligible employees shall be entitled to paid sick leave at the accrual rate of .0334 hours for every hour worked. The maximum sick leave accrual for benefits eligible employees is three hundred (300) hours. The maximum sick leave accrual for non-benefits eligible employees is 48 hours per calendar year. Unused sick

leave carries forward into the subsequent calendar year if not used in the calendar year it is accrued.

Employees may use sick leave for only the following reasons:

- (1) the employee has a mental or physical illness, injury, or health condition that prevents them from working;
- (2) the employee needs to get preventive medical care, or to get a medical diagnosis, care, or treatment, of any mental or physical illness, injury, or health condition;
- (3) the employee needs to care for a family member who has a mental or physical illness, injury, or health condition, or who needs the sort of care listed in category (2) above;
- (4) the employee or the employee's family member has been a victim of domestic abuse, sexual assault, or criminal harassment, and the employee needs leave for related medical attention, mental health care or other counseling, victim services (including legal services), or relocation; or
- (5) due to a public health emergency, a public official having closed either (A) the employee's place of business, or (B) the school or place of care of the employee's child, requiring the employee needing to be absent from work to care for the child.

Sick leave may be used for any scheduled shift up to thirty-eight (38) 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 family members, defined as follows:

- (1) immediate family (related by blood, adoption, domestic partner/civil union or marriage);
- (2) anyone else the employee is responsible for providing or arranging health or safety related care for;
- (3) a child for whom the employee stands in loco parentis; or
- (4) an adult who stood in loco parentis to the employee when the employee was a child.

Employees shall not be required to find their own replacements if they call out sick.

Employees who miss work for four (4) or more consecutive days due to illness may be required to present the Employer with a healthcare provider's statement. If sick leave is needed for a planned event, employees shall make a good faith effort to provide notice of the need to take paid sick leave.

13.2 Parental Leave. The Employer shall continue to provide Paid Parental Leave pursuant to PPRM's Paid Parental Leave Policy through March 31, 2023. This benefit is made possible through a grant investment of (3) three years by Planned Parenthood Federation of America (PPFA). Beginning April 1, 2023, Article 13.7 expires, and employees will be eligible for paid parental leave through the paid family medical leave program per the terms of Article 17.5

13.3 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.

13.4 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.

13.5 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 workforce, 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) consecutive or intermittent calendar days within a calendar year. Requests shall be made to the Director of Health Center Operations at least two weeks in advance. Approval of Union leave is discretionary and is dependent upon the operational needs of the Employer. If the time requested is not approved then the Employer will share the reasons for that decision. 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) consecutive 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 January 1, 2021.

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 January 1, 2021 shall remain in effect unless mutually agreed to by the Union. The Union or the Employer shall have the right to reopen this Agreement on matters pertaining to employee benefits covered under Article 17 by providing written notice prior to April 30, 2023. All the terms and conditions of this Agreement will remain in full force and effect during these negotiations.

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.

17.5 Paid Family Medical Leave. During Calendar year 2023, employees that are approved for leave pursuant to the Family Medical Leave Act, will receive up to eight weeks of wage replacement at 100% of their base wage rate during the duration of their leave.

Employees that qualify for paid parental leave will continue to receive paid parental leave pursuant to PPRM's policy in lieu of paid leave pursuant to Article 17.5 through March 31, 2023. Beginning April 1, 2023, the paid family leave program will be extended to cover the birth of a child, placement for adoption or foster care or to bond with a new child.

Beginning January 1, 2023, PPRM will begin participating in Colorado's Family and Medical Leave Insurance (FAMLI) program. PPRM will pay all of the premiums to the state of Colorado on behalf of Colorado employees. If the FAMLI benefit does not cover 100% of an employee's average weekly wage, the employee may use accrued annual leave and/or sick leave to supplement the FAMLI benefit. An employee's use of accrued annual leave and/or sick leave to supplement the FAMLI benefit may not exceed their average weekly wage. PPRM will strive to use annual leave and/or sick leave in increments that come as close as possible to supplementing the FAMLI benefit to reach 100% of the employee's average weekly wage but cannot guarantee that it will be exactly 100%.

Beginning January 1, 2024, PPRM's paid family medical leave program (Article 17.5) will expire for all Colorado based employees. PPRM's paid family medical leave program will continue for employees based outside of Colorado.

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.

18.3 Joint Training and Education Trust Fund. The employer, PPRM hereby agrees to contribute .22 % of the collective bargaining unit's annual payroll, in each year of the Agreement, to the SEIU United Healthcare Workers West and Joint Employer Education Fund. Said contribution payments for the current year shall be payable no later than February 28th,

2023, and each following February for the duration of this contract and shall be based on the W-2's for the prior year.

Upon said payment, covered employees will be eligible for benefits during the current calendar year. The employer further agrees to be bound by the term of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the Fund. The parties agree to review the Education Trust Fund usage each year, with the intention of continuing participation if such usage demonstrates that the investment in the Trust Fund continues to be beneficial to the Employer and employees.

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.

When investigating a licensed provider for possible misconduct or policy violations that are clinical in nature, the Employer will appoint a licensed investigator to participate in the fact finding/investigatory meeting.

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 be issued in the following progressive steps:

1. First Warning;
2. Second Warning;
3. Third Warning; and

4. Termination.

In the case of serious misconduct, the Employer may proceed directly to second warning, third warning, or termination.

A first warning, second warning, and third warning performance correction 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.

19.6 Performance Improvement Plans (PIP). When a Bargaining Unit Employee's performance is repeatedly unsatisfactory or fails to meet PPRM's expectations, the Employer may place the employee on a formal Performance Improvement Plan (PIP). The PIP may be for 30, 60, or 90 days. During the time the employee is on the PIP, the employee will be expected to comply with the expectations set forth in the PIP and make regular progress on the plan. The Employer will have check-ins regularly to evaluate the progress with the employee. The Employer will provide customized support that may include additional training, shadowing, preceptor days, and/or any other resources that will help the employee be successful. If after regular check-ins and customized support, failure to meet or exceed the expectations set forth in the PIP within the time frame indicated may result in termination. The Employer may extend the duration of the PIP if the employee has demonstrated improvement but has not met or exceeded all expectations. The employee shall have the right to union representation when receiving the PIP.

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 Pod or health center.

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
- Diversity, equity, and inclusion particularly in areas of hiring, promotion, and retention of employees and patient care.

ARTICLE 23-AGENCY-WIDE HEALTH CENTER COLLABORATIVE

23.1 Purpose. The Employer and Union agree to hold 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 upon request by SEIU. Bargaining Unit Employees will be paid for time spent in meetings.

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 will make every effort to include:

- 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, Salida, or Alamosa)
- One (1) representative working in the traveling team
- One (1) representative working in health centers providing procedural abortions.
- One (1) representative working in health centers providing only medical 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
- Diversity, Equity, and Inclusion

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 related to PPRM's safety policies and procedures 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, flu vaccines, and any other newly required vaccines for employment that are 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 as required by workers compensation.

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 October 1, 2022 and shall remain in full force and effect through September 30, 2024. Either party may serve written notice on the other at least ninety (90) days prior to September 30, 2024, 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.

The parties agreed to begin bargaining in January 2024.

PLANNED PARENTHOOD OF THE
ROCKY MOUNTAINS, INC.

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 105


Adrienne Mansanares (Sep 29, 2022 06:46 MDT)


Stephanie Felix (Oct 1, 2022 11:43 MDT)

Adrienne Mansanares, President &
CEO

Stephanie Felix-Sowy, President

Sep 29, 2022

Oct 1, 2022

Date

Date

Appendix A

Step	HCA I FY22	HCA I FY23	HCA I FY24	HCA II FY22	HCA II FY23	HCA II FY24	HCA III FY22	HCA III FY23	HCA III FY24
0	\$17.51	\$17.51	\$18.25	\$17.77	\$17.77	\$18.50	\$18.03	\$18.75	\$19.75
1	\$17.77	\$17.77	\$18.50	\$18.03	\$18.03	\$18.75	\$18.28	\$19.03	\$20.05
2				\$18.28			\$18.54	\$19.32	\$20.35
3				\$18.54			\$18.80	\$19.61	\$20.65
4				\$18.80			\$19.06	\$19.90	\$20.96
5				\$19.06			\$19.31	\$20.20	\$21.28
6				\$19.31			\$19.57	\$20.50	\$21.60
7				\$19.57			\$19.83	\$20.81	\$21.92
8				\$19.83			\$20.09	\$21.12	\$22.25
9				\$20.09			\$20.34	\$21.44	\$22.58
10				\$20.34			\$20.60	\$21.76	\$22.92

Step	RN for Surgery Ctr I FY22	RN for Surgery Ctr I FY23	RN for Surgery Ctr FY24	RN for Surgery Ctr II FY22	RN for Surgery Ctr II FY23	RN for Surgery Center II FY24
0	\$30.13	\$32.00	\$32.32	\$33.48	\$33.50	\$33.84
1	\$30.90	\$32.96	\$33.29	\$34.25	\$34.51	\$34.85
2	\$31.67	\$33.95	\$34.29	\$35.02	\$35.54	\$35.90
3	\$32.45	\$34.96	\$35.31	\$35.79	\$36.61	\$36.97
4	\$33.22	\$36.01	\$36.37	\$36.57	\$37.70	\$38.08
5	\$33.99	\$37.09	\$37.46	\$37.34	\$38.84	\$39.22
6	\$34.76	\$38.21	\$38.59	\$38.11	\$40.00	\$40.40
7	\$35.54			\$38.88	\$41.20	\$41.61
8	\$36.31			\$39.66	\$42.44	\$42.86
9	\$37.08			\$40.43	\$43.71	\$44.15
10	\$37.85			\$41.20	\$45.02	\$45.47

Step	APC I FY22	APC I FY 23	APC I FY24	APC II FY22	APC II FY23	APC II FY24	APC III FY22	APC III FY23	APC III FY24
0	\$40.17	\$43.50	\$43.94	\$42.49	\$44.60	\$45.04	\$45.84	\$46.25	\$46.71
1	\$41.46	\$44.81	\$45.25	\$43.78	\$45.94	\$46.39	\$47.12	\$47.64	\$48.11
2	\$42.75	\$46.15	\$46.61	\$45.06	\$47.31	\$47.79	\$48.41	\$49.07	\$49.56

3	\$44.03	\$47.53	\$48.01	\$46.35	\$48.73	\$49.22	\$49.70	\$50.54	\$51.04
4	\$45.32	\$48.96	\$49.45	\$47.64	\$50.19	\$50.70	\$50.99	\$52.05	\$52.58
5	\$46.61	\$50.43	\$50.93	\$48.93	\$51.70	\$52.22	\$52.27	\$53.62	\$54.15
6	\$47.90	\$51.94	\$52.46	\$50.21	\$53.25	\$53.78	\$53.56	\$55.22	\$55.78
7	\$49.18			\$51.50	\$54.85	\$55.40	\$54.85	\$56.88	\$57.45
8	\$50.47			\$52.79	\$56.49	\$57.06	\$56.14	\$58.59	\$59.17
9	\$51.76			\$54.08	\$58.19	\$58.77	\$57.42	\$60.35	\$60.95
10	\$53.05			\$55.36	\$59.94	\$60.53	\$58.71	\$62.16	\$62.78












CBA 10.1.2022 FINAL (002)

Final Audit Report

2022-10-01


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-  Email viewed by Adrienne Mansanares (adrienne.mansanares@pprm.org)
2022-09-29 - 12:37:55 PM GMT- IP address: 75.166.50.158
-  Document e-signed by Adrienne Mansanares (adrienne.mansanares@pprm.org)
Signature Date: 2022-09-29 - 12:46:08 PM GMT - Time Source: server- IP address: 75.166.50.158
-  Document emailed to sfelix@seu105.org for signature
2022-09-29 - 12:46:10 PM GMT
-  Email sent to sfelix@seu105.org bounced and could not be delivered
2022-09-29 - 12:46:25 PM GMT
-  Contracts PPRM (contracts@pprm.org) added alternate signer sfelix@seu105.org. The original signer sfelix@seu105.org can still sign.
2022-09-29 - 2:56:40 PM GMT- IP address: 67.166.2.245
-  Document emailed to sfelix@seu105.org for signature
2022-09-29 - 2:56:40 PM GMT
-  Email sent to sfelix@seu105.org bounced and could not be delivered
2022-09-29 - 2:56:50 PM GMT
-  Email viewed by sfelix@seu105.org
2022-09-30 - 6:44:15 PM GMT- IP address: 50.78.85.97
-  Signer sfelix@seu105.org entered name at signing as Stephanie Felix
2022-10-01 - 5:43:31 PM GMT- IP address: 76.130.190.51

 Document e-signed by Stephanie Felix (sfelix@seiu105.org)

Signature Date: 2022-10-01 - 5:43:33 PM GMT - Time Source: server- IP address: 76.130.190.51

 Agreement completed.

2022-10-01 - 5:43:33 PM GMT