CONTRACT

BETWEEN

SEIU

LOCAL 105

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 105

AND

Planned Parenthood®
Rocky Mountains

Planned Parenthood of the Rocky Mountains

EFFECTIVE

through September 30, 2027

AGREEMENT

between

PLANNED PARENTHOOD
OF
THE ROCKY MOUNTAINS,
INC.

and

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

Expires September 30, 2027

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE 1 - RECOGNITION 1
ARTICLE 2 - UNION SECURITY 3
ARTICLE 3 - INCLUSION AND NON-DISCRIMINATION 7
ARTICLE 4 - MANAGEMENT RIGHTS 8
ARTICLE 5 - UNION RIGHTS, REPRESENTATIVES & STEWARDS 12
ARTICLE 6 - PROBATIONARY PERIOD 15
ARTICLE 7 - TEMPORARY EMPLOYEES PERFORMING WORK IN A BARGAINING UNIT POSITION 15
ARTICLE 8 - SENIORITY 16
ARTICLE 9 - ASSIGNMENTS & JOB POSTINGS 18
ARTICLE 10 - HOURS & OVERTIME& SCHEDULES 20
ARTICLE 11 - WAGES 32
ARTICLE 12 - ANNUAL LEAVE 43
ARTICLE 13-PAID LEAVE 46
ARTICLE 14 - PERMANENT REDUCTIONS IN FORCE AND HOURS 48
ARTICLE 15 - UNPAID LEAVE 51
ARTICLE 16 - RETIREMENT 53
ARTICLE 17 - EMPLOYEE BENEFITS 54
ARTICLE 18 – PROFESSIONAL DEVELOPMENT 58
ARTICLE 19 - DISCIPLINE AND DISCHARGE 60
ARTICLE 20 - PERSONNEL RECORDS 63
ARTICLE 21 - SEPARABILITY 64
ARTICLE 22 - HEALTH CENTER COLLABORATIVES 64
ARTICLE 23 - AGENCY-WIDE HEALTH CENTER COLLABORATIVE 65
ARTICLE 24 - NO STRIKE/NO LOCKOUT 67
ARTICLE 25 - SAFETY & TRAINING 68
ARTICLE 26 - GRIEVANCE & ARBITRATION PROCEDURE 69
ARTICLE 27 - DURATION 76
WAGE SCALES 77
LETTER OF AGREEMENT 81

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
Advanced Practice Clinician
Advanced Practice Clinician Travel
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

Registered Nurse
Registered Nurse Travel
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
Medical Assistant (MA)
Procedural Medical Assistant (PMA)
Health Center Assistant (HCA)
Medical Receptionist (MR)
Health Center Assistant Travel (HCA Travel)

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

Arvada
Aurora
Boulder
Colorado Springs
Cortez
Denver Central
Denver Park Hill
Durango
Fort Collins
Glenwood Springs
Greeley
Littleton
Salida

New Mexico locations at:

Albuquerque Northeast Heights
Eubank
Farmington
Las Cruces
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. When the Employer creates a new health center-based classification that performs bargaining unit work, the Employer shall notify the Union thirty (30) days prior to any hire, and the Union and the Employer shall meet to bargain the bargaining unit status of the new classification.

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 On or before every pay date, PPRM will provide SEIU 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 dues deduction, initiation fee deduction, and Union COPE donation for the previous pay period.

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 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 On or before every pay date, the Union shall receive an electronic list of all current Employees covered by this Agreement, which shall include each:

- Employee's full name and preferred 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,
- Date of Birth and
- Length of time in positional job role.

The Union will maintain the confidentiality of each employee's personal information.

The Employer shall provide the Union with a separate list of termination dates, on a monthly basis.

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, hair or hair style 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.

3.4 **Fairness In Discipline.**

Upon request, the Employer shall submit to the Union an electronic report in .XLS or .CSV format setting out every case of discipline imposed on an employee covered by this Agreement in the previous quarter, including but not limited to written warnings, suspensions, and terminations, as well as probationary releases and performance improvement plans. The report will set out the race and gender of the disciplined employee, and the nature and level of discipline imposed.

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.
39. To determine and establish clinical practice procedures, rules, and guidelines.

4.2 The terms and conditions of employment set forth in the current Employer's Employee Handbook, Benefits Handbook, and policies shall govern the employment of employees covered by this Agreement when such Handbook's policies, Benefit Handbook provisions, or policies do not directly conflict with any express provision of this Agreement. It is understood that this Agreements' 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, Benefits Handbook, and policies 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.

Access to Health Centers During Non-Scheduled Work Time

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.

Representation Work During Steward's Scheduled Work Hours

A Union Steward shall receive their base rate of pay for time spent in fact findings, 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.

Representation Work During Steward's Non-Scheduled Hours of Employment

A Union Steward shall 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 Steward Training

Union stewards will be paid for up to one hour of time in a calendar year 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 may be rescheduled to allow the Steward to participate for training purposes.

All Other Union Work

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 Employee 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 for example but not limited to attending Steward training, and attending internal SEIU meetings, that is not paid pursuant to Article 5.3 shall follow the Employer's procedure for requesting time off from work.

The employees on the SEIU Bargaining Team shall be released from their clinical shifts for bargaining dates agreed to by the parties. Employees shall be able to utilize earned annual leave 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 Clinical Ladders.

Effective April 1, 2025, PPRM will implement clinical ladders for licensed health professionals to promote professional development, quality patient care, job satisfaction and retention.

Clinical Ladder Initial Placement

RNs and APCs employed at PPRM on April 1, 2025, will be placed on their respective clinical ladder level at a level equivalent to their current positional job level.

Clinical Ladder Movement

All licensed health professionals must achieve and maintain a competent level (APC II/RN II) on their respective clinical ladders.

Employees hired into the novice level (APC I/RN I) of the ladder will be assessed for advancement from the novice level to the competent level at six (6) months of their hire date. If an employee does not achieve demonstrated competency in their role, a performance improvement plan will be developed to achieve competency, and reassessment will occur within ninety (90) days.

Advancement on the clinical ladder beyond the competent level is optional. Eligible employees that want to advance on the clinical ladder must request advancement and must show success with required elements of performance. Employees may apply for advancement at any time but not more often than every six (6) months. Ladder advancement shall be granted if the requirements for the desired level set forth in the related Clinical Ladder Policy are met.

Once promoted to a proficient (APC III/RN III) or expert level (APC IV), employees must maintain the required Elements of Performance in all Domains of Practice. For the Clinical Performance and Outcomes domain, licensed health professionals will undergo annual clinical evaluation and must achieve an equivalent Clinical Performance and Outcomes rating (inclusive of key performance indicators) to maintain their proficient or expert level on the ladder.

Employees not maintaining an annual clinical evaluation rating equivalent to their promoted clinical ladder level and/or biannual maintenance of all other practice domains will be offered coaching, mentorship, and/or a performance improvement plan to realign practice to expectations of the level. Employees who are unsuccessful in improving practice within six months will be moved down the clinical ladder and may reapply for ladder advancement during their next annual review cycle.

Clinical Ladder Advisory Committee

No later than January 31, 2025, the parties shall convene a clinical ladder advisory committee. The committee will consist of at least two RNs and four APCs (selected by the Union). The purpose of the committee is to provide input, recommendations, and feedback to the Clinical Leadership Team about the content of the clinical ladder. The committee shall not have decision making authority, authority to bargain, authority to reach agreement over any terms or conditions of employment, or authority to change any terms of this Agreement. The frequency of meetings will be determined by the committee.

9.2 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. All employees shall be entitled to a third fifteen (15) minute break when working more than ten (10) hours in one shift. 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 meal breaks and rest periods by building in scheduled time for 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 Temporary Changes to Work Schedules.

This section applies to temporary changes to posted work schedules.

1. Temporary Changes to Shifts and Workdays

a. After asking for volunteers, the Employer may require temporary changes to employees' set of workdays and/or shifts with fourteen (14) days or more notice.

b. The Employer may request that employees temporarily change their workdays and/or shifts with less than fourteen (14) days' notice. Employees that agree to a temporary change to their workdays and/or shifts with less than 14 days' notice will receive a $1.00/hour pay differential for hours worked on the different workday or shift.

2. Temporary Changes to Work Location

a. After asking for volunteers, the Employer may require employees to work at a health center within 75 miles of their home health center with fourteen (14) or more days' notice. Changes to location under this section may require changes to shift start and end times.

b. The Employer may request that employees temporarily work at a different health center

within 75 miles of their home health center with less than fourteen (14) days' notice. Employees that agree to a temporary change in location with less than fourteen (14) days' notice will receive a $1.00/hour pay differential for the hours worked at the different location.

c. Employees that work at a different health center location will be paid for mileage as specified in Article 10 of the CBA and will be paid for driving time consistent with PPRM's "Pay While Traveling Policy." The pay differential shall not apply to driving time.

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 10 of this Article;

2. Permanent reductions in hours are necessary pursuant to Article 14;

3. Temporary reductions in hours are necessary pursuant to Section 9 of this Article;

4. Same day schedule changes are necessary pursuant to Section 11 of this Article;

5. Employees are onboarding or attending required trainings. Employees in training or onboarding may have a different training schedule or be trained at health centers other than their home health center.

10.9 Temporary Reduction of Hours.

This article applies to all temporary reductions of hours including partial shift reductions and full shift cancellations. If a temporary reduction in hours is necessary, the Employer shall reduce hours in the following manner:

1. For purposes of this Article, Travelers, employees in training, and employees 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. If the Bargaining Unit Employee chooses not to use available paid annual leave, then the Bargaining Unit Employee will not be paid for time not worked.

5. Prior to temporarily reducing hours, the Employer shall give affected employees as much notice as practicable. When a full shift is cancelled day of, the employee shall be paid for their scheduled hours.

10.10 Voluntary Extra Shifts.

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

agreed upon by the managers at both affected health centers.

By February 1, 2025, the Employer will follow the following process when offering Bargaining Unit Employees extra shifts:

1. Vacant shifts that need to be filled within seventy-two (72) hours, shall be offered through the payroll system to all employees in the affected job roles that are available to cover the shift.

2. The voluntary extra shift shall be awarded to the first employee that accepts the shift through the payroll system and 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.

    c. In urgent need situations as listed above, the manager will not have to consider seniority.

3. For vacant shifts with more than seventy-two (72) hours' notice, the manager will offer the shift to all employees in the affected job roles. However, before assigning a shift, the manager must wait forty-eight (48) hours to assign the shift to the most senior volunteer.

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 that responds to manage overtime costs.

b. If awarding the shift to the most senior 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 senior employee that will not need to travel more than seventy-five (75) miles.

4. If no Bargaining Unit employees volunteer to work the vacant shift within forty-eight hours after the shift has been offered pursuant to Step 1, the Employer may offer the shift to specific bargaining unit employees and/or qualified non-bargaining unit employees.

10.11 Emergency Closures.

1. **Inclement Weather Closures:**

   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.

2. **Emergency Closures:**

   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 offer to transfer the employee

to another health center for the scheduled shift where practicable. Employees that accept the transfer will be paid a $1.00/hour differential for the hours worked at the other health center.

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. Employees that do not agree to a transfer 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 but will not be required to, and they have the option to take the time off without pay.

10.12 Employee Initiated Temporary Shift Coverages & Trades.

1. Provided that patient care is not adversely affected, Bargaining Unit Employees needing shift coverage must request coverage for their shift(s) through PPRM's payroll system. Managers will approve or deny the coverage request through the payroll system.

2. Employees may request shift trades/swaps through PPRM's payroll scheduling system. Approval from both managers involved is required before the shift trade/swap is finalized and the managers will approve or deny the trade/swap request through PPRM's payroll system.

3. Employees may request to work different days of the week during a one-week period. Manager pre-approval is required, and approval is dependent upon the operational needs of the health center. The one-week period is defined as Sunday through Saturday. Employees approved to work a different day are not required to use paid time to cover their regular scheduled hours on the day they did not work.

10.13 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.

10.14 APC Administrative Time.

Administrative time is dedicated time in the clinician's schedule away from direct patient care to complete administrative tasks. Administrative tasks include but are not limited to making phone calls, reviewing records, obtaining consultations, responding to email, attending meetings (with the exception of home health center staff meetings), engaging in quality improvement activities, and completing clinical work such as completing documentation, billing and coding, as well as follow-up to visits. PPRM is committed to supporting our clinicians by providing this time and building a fair and equitable process for assigning administrative time.

The current administrative time system will remain in effect until the new administrative time system is implemented on a clinician basis and will expire on April 1, 2025.

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.

Administrative Time System – Effective No Later than 4/1/25:

No later than April 1, 2025, Administrative time will be allocated weekly according to the clinicians scheduled hours at a rate of 10% and rounded to the nearest half-hour. For example, a full-time clinician scheduled for 37.5 hours weekly would be allocated 4 hours of administrative time per week.

Administrative time will be scheduled for individual clinicians in advance and in collaboration with Health Center Management and the Regional Advanced Practice Manager. Final administrative time and schedules must be approved by the Director of Advanced Practice and the Director of Health Center Operations. Future APC requested adjustments to administrative time require a minimum of three months' notice and must be approved by the Director of Advanced Practice and the Director of Health Center Operations. APCs may be required to temporarily adjust their administrative time per the direction of the Director of Advanced Practice and Director of Health Center Operations to meet operational needs such as participating in advisory councils and attending required meetings.

The following shall apply to scheduling administrative time.

- The patient templates shall not be changed to accommodate administrative time without prior approval from the Vice President of Health Center Operations.

- Patient access shall not be reduced overall from current levels.
- Administrative time shall not be scheduled as overtime.
- Administrative time shall not be used to extend scheduled break time.
- Administrative time shall not change the health center operating hours.
- Administrative time shall not change APC regular scheduled hours.

10.15 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 HCAs in training, 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

Letter of Agreement Between SEIU, Local 105 (Union) and Planned Parenthood of the Rocky Mountains, Inc. (Employer) 2025 Wage and Benefit Reopener

Pursuant to Article 27 of the current collective bargaining agreement that expires September 30, 2027, the Employer and Union met and negotiated changes to Article 11 and Article 17. The parties agree that the below Article 11 will replace the existing Article 11, the below Article 17 will replace the existing Article 17, and the below wage tables will replace the existing wage tables.

SEIU, Local 105
Stephanie Felix-Sowy, President

Planned Parenthood of the Rocky Mountains, Inc.
Adrienne Mansanares, President and CEO

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.

Effective April 1, 2025, PPRM will implement a process for employees to report payroll errors. The Employer will provide a quarterly reminder to employees of this process via email. Beginning July 1, 2025, PPRM will submit a quarterly report to SEIU that lists all payroll errors reported by employees through this process.

11.2 Conversational Language Differential

Eligible employees who qualify are paid a conversational language differential of $2.25 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 additional languages, including ASL, as part of their daily functions, and on a regular basis in that job function.

- The employee must pass the Alta Bilingual Medical Assessment test. Said test shall be administered within two (2) weeks of request. Employees may only take the test two (2) times in a twelve (12) month period. PPRM will provide pre-test access to the test training materials.

11.3 Training Differential

Bargaining Unit Employees who are approved by the Employer and assigned to formally train/mentor employees as part of a formal training program shall be paid a $2.00 per hour differential for pre-approved time spent training, mentoring, and/or observing and signing off on required skills.

Bargaining unit employees will not be required to formally train/mentor more than one employee at a time.

Payment will be made to the employee conducting the training/mentoring, or work assignment 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 federal IRS standard mileage rate. 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).

Employees Regularly Scheduled at Two Health Centers
Employees that have permanent regular scheduled hours at two health centers shall have the health center where they work the most hours designated as their home health center. If the employee is scheduled the same number of hours at each health center, their home health center shall be the location closest to their home address. The non-home health center shall be designated as their secondary health center. Employees will be reimbursed for all miles driven from their home to the secondary health center and home again, minus their normal commute mileage (from their home to their home health center and home again).

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

11.5 Hard to Fill Positions

A position may be considered hard to fill when it has been posted and unfilled for one (1) month. The Employer will provide the following sign-on bonus to Bargaining Unit Employees hired after a position has been deemed hard to fill. The Employer will inform the employee when the second half of their sign-on bonuses are due.

- APC Sign-on Bonus: $6,000 ($3,000 upon hire and $3,000 after 12 months of continuous employment. The Employer reserves the right to increase the APC sign-on bonus as warranted by operational requirements, market conditions, recruitment needs, and/or candidate pool considerations. The Employer retains sole discretion to determine the terms and conditions applicable to any enhanced sign-on bonus, including the payment schedule, installment amounts, payout period, and any repayment obligations, and may require the employee to execute a promissory note as a condition of receiving the enhanced bonus.

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

- HCA, MR, MA, PMA 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 Float Position Premiums

All float team members shall receive $2.00 per hour in addition to their base hourly rate.

11. 7 APC Float and RN Float On Call Pay & Call Back Pay

To maintain effective and continuous operations and to facilitate coverage for unplanned staffing shortages, PPRM may assign Float APCs and Float RNs on call shifts. The on-call shifts will be assigned in accordance with the requirements of Article 10.7 and may be considered one of the employee's regular shifts for that week.

On-Call Period: The on-call period is from 6:00 am to 9:00 am MT. Employees assigned to an on-call shift shall be ready and available to report to work during the

entire on-call period from 6:00 am to 9:00 am MT, or until called to work a shift. During the on-call period, employees are required to be reachable, prepared to report to work if called and when called to work able to arrive at the health center within one hour of the call or within a reasonable time as agreed to between the manager and employee based on travel distance and the start of the shift. Employees shall receive a $65 lump sum for the on-call period, regardless of whether they are called to work a shift. Time served during the on-call period shall not be considered hours worked.

Call-Back Pay: Employees that are called to work a shift at a health center during their on-call period, shall be paid for all hours worked at the health center at a rate of time and a half (1.5 time) of their base rate (the base rate includes the $2.00 an hour float differential). Hours worked at the health center shall be considered hours worked for determining overtime. When working an on-call shift takes employees into overtime status, they shall be paid at a rate of time and a half (1.5 time) of their call-back pay rate. Employees shall be paid for drive time from their home to the health center, pursuant to the "Pay While Traveling" policy.

11.8 No Loss of Wages or Benefits

Assuming the employee meets all the requisite conditions for their role and placement on the wage table and clinical ladder (Including but not limited to role, duties, precepting, language differential, hours, qualifications, etc.) their wage shall not be reduced by the ratification of this agreement.

11.9 Wage Increases

Fiscal Year 2027 Wage Increases

Effective the first full pay period of October 2026, all employees shall advance one step on their respective FY27 wage table from their step placement on the wage table in effect in FY 26.

APC & RN

APC's, RN I's, and RN II's already at or above the highest step of the wage table in effect as of FY 26 for their level, shall remain at that step number and receive a one-time lump sum payment of 3% of their annual 2026 fiscal year salary calculated using their regular scheduled hours. If the employee did not work the entire 2026 fiscal year, it shall be prorated.

RN IIIs on Step 10 that have a base wage rate that is higher than step 10 shall advance to step 11 on the RN III FY 27 wage table. Additionally, they shall receive a one-time lump sum payment of 3% of their annual 2026 fiscal year salary calculated using their regular scheduled hours. If the employee did not work the entire 2026 fiscal year, it will be prorated. The lump sum shall be paid out in the first full paid period of October 2026.

APC Clinical Ladder Advancement

APC IIs on step 10 that have a wage rate higher than step 10 of the wage table in effect as of FY 26 who advance on the clinical ladder in fiscal year 2027 shall move to APC III, Step 10.

RN Clinical Advancement

RN IIs on step 10 that have a wage rate higher than step 10 of the wage table in effect as of FY 26 and advance on the clinical ladder in fiscal year 2027 shall receive a 2.3% increase to their base wage.

MAs, MRs, PMAs, and HCAs

Effective the first full pay period of October 2026, MA's, MR's, PMA's, and HCA's at the highest step of their FY 26 wage table shall have their base wage increased to the base rate of the highest step of the FY 27 wage table and shall receive a one-time lump sum payment of 1.5% of their annual 2026 fiscal year salary calculated using their regular

scheduled hours. If the employee did not work the entire 2026 fiscal year, it shall be prorated.

11.10 Positional Advancements.

Clinical Ladder Movement

APCs and RNs that change levels on the clinical ladder shall move to the appropriate level on the wage table on the same step. Wage changes shall be effective on the first day of the next full pay period following the date the ladder movement was approved.

RN Wage Table Advancement

Effective the first full pay period of October 2025, RNs that earn a credential that is directly relevant to their job duties and that exceeds the requirements of the job description will advance one step on their wage table for each relevant credential earned. Relevant credentials and degrees include, but are not limited to, Certified Ambulatory Perianesthesia Nurse, Perinatal Bereavement Certificate, Pain Management Nursing Certification.

The wage increase will be effective on the first day of the next full pay period following the date the certification was submitted to HR.

APC Wage Table Advancement

Effective the first full pay period of October 2025, APCs that earn a credential or degree that is directly relevant to their job duties and that exceeds the requirements of the job description will advance one step on their wage table for each relevant credential or degree earned. Relevant credentials and degrees include, but are not limited to, menopause society certification, doctorate degree, or GEI certification.

The wage increase will be effective on the first day of the next full pay period following the date the certification or degree was submitted to HR.

HCA, MA, MR , and PMA Wage Table Advancement

Employees that earn a new qualification per the job description will be placed on the corresponding wage table on the same step. Employees shall submit proof of a newly acquired certification to HR for review and approval. Accepted certifications are as follows:

- MR: CMAA
- MA and PMA: CCMA
- HCA: CCMA and/or CMAA

Employees that earn a partially relevant certification will advance one step on their wage table. Phlebotomy certification and Certified Nursing Assistant certification are examples of partially relevant certifications for the MA, PMA and HCA positions. Certifications related to administrative operations may qualify as partially relevant certifications for the MR position.

The wage increase will be effective on the first day of the next full pay period following the date the certification was submitted to HR. Wage increases resulting from being ultrasound privileged will be effective on the first day of the next full pay period after the date the employee is ultrasound privileged.

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.

MRs, MAs, PMAs, and HCAs:

MRs:

- MRs without a CMAA or CMA will be placed on the MR wage table.

- MRs that have an active CMAA or CMA will be placed on the MR with certification wage table.

MAs:

- MAs that do not have a medical assistant certificate will be placed on the MA wage table.
- MAs with an active medical assistant certification (CCMA, CMA, NCMA, or RMA) will be placed on the MA single qualification wage table.

PMAs:

- PMAs that do not have a medical assistant certificate will be placed on the PMA wage table.
- PMAs with an active medical assistant certification (CCMA, CMA, NCMA, or RMA) will be placed on the PMA single qualification wage table.

HCAs:

- HCAs that do not have a medical assistant certificate will be placed on the HCA wage table.
- HCAs with one of the two following qualifications will be placed on the HCA single qualification wage table: (1) active medical assistant certification (CCMA, CMA, NCMA, or RMA); or (2) active administrative certification.
- HCAs with an active medical assistant certification (CCMA, CMA, NCMA, or RMA) and an active administrative certification (CMAA) will be placed on the double qualification wage table.

Employees will be given one step for each year of relevant experience and one step for every two years of partially relevant experience. Employees will be given one step for partially relevant certifications as defined in Article 10.9.

In addition, MRs, MAs, PMAs, and HCAs with at least one year of any previous PPRM work experience within the past five years shall be awarded one additional step.

RNs:

- New graduates and RNs with less than six months of RN nursing experience will be placed on the RN I wage table.
- All other newly hired RNs will be placed on the RN II wage table.
    - One step will be awarded for every one year of RN periprocedural (defined as preparing patients for surgery/procedures, administering medications or monitoring patient during the procedure, and recovering the patient from the procedure), procedural abortion care, or ultrasound nursing experience.
    - One step will be awarded for every two years of other RN experience with a cap of four steps.
    - One step will be awarded for each credential or degree that is directly relevant to their job duties and that exceed the requirements of the job description as defined in Article 11.9.
    - RNs with at least one year of any previous PPRM work experience within the past five years shall be awarded one additional step.

APCs:

- New graduates and APCs with less than six months' experience will be placed on the APC I wage table.
- All other newly hired APCs will be placed on the APC II wage table.
    - One step will be awarded for each full year of relevant sexual and reproductive health care experience.
    - One step will be awarded for every two years of APCs experience without sexual and reproductive health care experience with a cap of six steps.

- One step will be awarded for credentials and degrees that are directly relevant to their job duties and that exceed the requirements of the job description. Relevant credentials and degrees include, but are not limited to, menopause society certification, doctorate degree, or GEI certification.

- APCs with at least one year of any previous PPRM work experience within the past five years shall be awarded one additional step.

11.12 Relocation Bonus.

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, MR, MA, PMA 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, MR, MA, PMA Relocation Bonus: $1,000

11.13 Extended Shift Pay

Employees that work more than thirty (30) minutes past their scheduled shift shall receive time and a quarter (1.25 time) pay for all subsequent time worked during that shift.

11.14 Regional Market Differentials

Effective December 1, 2024, the Employer will implement the following APC Regional Market Differentials for APCs that are employed at the following locations:

- Four Corners (Cortez, Durango, and Farmington health centers): $4.00/hour

- New Mexico (Albuquerque, Sante Fe, and Las Cruces): $5.00/hour

ARTICLE 12 - ANNUAL LEAVE

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 or otherwise specified in this Agreement.

12.1 Holidays.

PPRM is typically closed on the following days:

New Year's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas Eve

Christmas Day

Article 12.1 will continue in effect with no changes through December 31, 2024. Beginning January 1, 2025, article 12.1 expires.

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

Article 12.2 will continue in effect with no changes through December 31, 2024. Beginning January 1, 2025, Article 12.2 expires. 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.

Article 12.3 will continue in effect with no changes through December 31, 2024. Beginning January 1, 2025, benefits eligible employees shall be entitled to annual leave based upon the following accrual rates:

Years of Service	Accrual Rate Per Hour Worked	Maximum Accrual
Less than 2 years	.1130 hours	195 hours
2 years but less than 4	.1245 hours	217.5 hours
4 years but less than 6	.1360 hours	240 hours
6 years and over	.1591 hours	285 hours

Through December 31, 2024, 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

Annual Leave hours will accrue only on actual hours worked including overtime. Once an employee reaches the cap, no further annual leave will accrue until leave is used or a new accrual cap applies.

Annual leave is for vacation, holidays, and wellness time. Employees shall monitor their use of annual leave entitlement and plan accordingly and are required to use

annual leave to cover all vacations, holidays, and wellness time needed. PPRM gives credit towards annual leave accrual for years of service at another PP affiliate or other not for profit agencies with a substantially similar mission where there has been a gap of one year or less since leaving the prior position.

12.4 Annual Leave Cash-Out.

One time during each calendar year, Employees shall be able to cash-out up to seventy-six (76) 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. When Travel Team employees move to PRN status accrued and unused annual leave shall be paid out using their travel team wage.

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. Bargaining Unit Employees are entitled to sick leave and public health emergency leave as described in PPRM's 2023 Employee Benefits Handbook. In addition, upon hire bargaining unit employees shall

receive 9.5 hours of sick leave. The Employer shall make no changes to sick leave and public health emergency leave unless those changes are mutually agreed upon.

13.2 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.

Extended Bereavement Leave

Benefit-eligible employees that experience the death of an immediate family member may be eligible to take an unpaid bereavement leave of up to four consecutive weeks. Manager approval is required and is dependent upon operational needs. Employees based anywhere except New Mexico are required to use accrued sick time and accrued vacation time to cover their regular scheduled hours while on extended bereavement leave. Employees based in New Mexico are required to use accrued vacation time to cover their regular hours and have the option of using accrued sick time.

Extended Bereavement Leave runs concurrently with other leave approved for the same purpose, such as FMLA.

For purposes of extended bereavement leave, "Immediate family" member is defined as parent, spouse/domestic partner, child, sibling, or grandparent.

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.

Union leave is an unpaid leave of absence for employees to temporarily perform organizing, political, or other work for the Union not covered under Article 5.5. Union leave may only be used for durations of at least one work week and up to sixty consecutive days. Union leave may only be taken on consecutive days and may only be taken three times per calendar year, regardless of the leave duration. Requests for union leave shall be made on behalf of the employee by the Union to the Director of Health Center Operations at least two weeks in advance. A response shall be provided within five (5) calendar days of the request.

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

Letter of Agreement Between SEIU, Local 105 (Union) and Planned Parenthood of the Rocky Mountains, Inc. (Employer) 2025 Wage and Benefit Reopener

Pursuant to Article 27 of the current collective bargaining agreement that expires September 30, 2027, the Employer and Union met and negotiated changes to Article 11 and Article 17. The parties agree that the below Article 11 will replace the existing Article 11, the below Article 17 will replace the existing Article 17, and the below wage tables will replace the existing wage tables.

SEIU, Local 105
Stephanie Felix-Sowy, President

Planned Parenthood of the Rocky Mountains, Inc.
Adrienne Mansanares, President and CEO

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, as of January 1, 2026. 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, 2026.

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, 2026 shall remain in effect unless mutually agreed to by the Union.

17.4 Internal Benefits

Bargaining Unit Employees may utilize all available clinical services provided by the Employer on a walk-in basis at their home health center as permitted by the health center schedule and provided the employees are off duty. Employees seeking to utilize clinical services at a health center other than their home health center shall make an appointment to allow time for verification of internal benefit eligibility. The Employer will also provide classes/programming available through Learning and Development and the Responsible Sex Education Institute. Health care services and pharmaceutical products available at our health centers and classes/programing through Learning and Development and the Responsible Sex Education Institute are available to employees and their dependents up to the following nontransferable 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 (New Mexico)

Employees based in New Mexico that are approved for leave pursuant to the Family Medical Leave Act, will receive up to eight weeks of wage replacement annually at 100% of their base wage rate during the duration of their leave.

17.6 Colorado Family and Medical Leave Insurance (FAMLI) (Colorado Only)

PPRM will pay all required 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 to reach 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%.

An employee's use of accrued annual leave and/or sick leave to supplement the FAMLI benefit may not exceed their average weekly wage.

Employees that have applied for FAMLI benefits and are waiting for approval from the State may not use accrued annual leave or sick leave to cover their regular wage while their FAMLI application is pending.

17.7 Premiums and Deductibles

Employee Medical Premiums: Effective January 1, 2027, the Employer will implement the following changes to medical premiums:

- The employee portion of medical premiums will increase by 5%

Employee Deductibles: Effective January 1, 2027, the Employer will implement the following changes to employee deductibles under the United Health Care plan:

In Network Deductibles:

- The individual in network deductible will increase from $1,000 to $1,250
- The family in network deductible will increase from $2,000 to $2,500

Out of Network Deductibles:

- The individual out of network deductible will increase from $2,500 to $3,000
- The family out of network deductible will increase from $5,600 to $6,000

Out of Pocket Maximum: Effective January 1, 2027, the Employer will implement the following changes the employee out of pocket maximums under the United Health Care plan:

In Network Out of Pocket Maximum (OOPM):

- The Individual OOPM will increase from $3,200 to $3,850
- The family OOPM will increase from $6,400 to $7,700

Out of Network Out of Pocket Maximum (OOPM)

- The individual OOPM will increase from $6,400 to $9,000
- The family OOPM will increase from $12,800 to $18,000

17.8 Working Advantage Perks Program.

Effective January 1, 2026, the Employer will provide employees with access to the Working Advantage Perks Program at no cost to employees.

17.9 Gender Affirming Care Coverage
Effective January 1, 2027, the Employer will enhance the gender affirming care coverage by migrating from United Health Care's standard offering to the Colorado mandate for fully insured plans.

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.

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).

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 additional paid time off for professional development.

- Full-time APCs are eligible for three (3) days of paid time off per calendar year to attend professional development courses/conferences relevant to their positions.

- Part-time benefits eligible APCs are eligible for two (2) days of paid time off per calendar year to attend professional development courses/conferences relevant to their position.

- Full-time RNs are eligible for two (2) days of paid time off per calendar year to attend professional development courses/conferences relevant to their position.

- Part-time benefits eligible RNs are eligible for one (1) day of paid time off per calendar year to attend a professional development course/conference relevant to their position.

- Medical Assistants, Procedural Medical Assistants, Medical Receptionists and HCAs are eligible for one (1) day of paid time off per calendar year to attend a professional development course/conference relevant to their position.

Employees shall use the Employer's time off procedure to request professional development time off and shall submit documentation showing that the conference/course/event is related to their job duties.

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, 2025, 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 employee 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 issued for behavior/conduct, performance, attendance, or policy/procedure violations that are not clinical in nature 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. In the interest of patient safety, corrective actions issued for clinical performance/behavior within the preceding two (2) years may be relied upon as the basis for further progressive disciplinary action.

19.4 Discharge and Suspension Notification.

The Employer will notify the Union in writing, via email of any discharge, suspension, or administrative leave within twenty-four (24) hours (exclusive of Saturdays, Sundays, and holidays) from the time of discharge, suspension, or administrative leave.

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. If an employee's desired representative is not available, the investigatory meeting will be rescheduled to a date and time when all parties are available unless the desired representative's participation in the investigatory meeting will unreasonably interfere with the Employer's ability to conduct the fact finding or investigation in a timely manner, in which case the employee may choose an alternate Steward or Union representative.

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 and during PIP check-ins upon request.

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:

- Care delivery optimization
- 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:

- Clinical ladders
- Care delivery optimization
- 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 particularly in areas of hiring, promotion, and retention of employees and patient care

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 Employee Informal Resolution.

The parties encourage and empower 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. When an employee initiates the informal resolution process, the timelines for filing a grievance will be extended to twenty (20) working days from 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.

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 unless the parties mutually agree to extend the timelines or to reschedule the grievance step meetings. If the Employer does not comply with the time limitations or fails to appear for a scheduled grievance step meeting with the employee or Union, the grievant shall have the right to proceed to the next step of the grievance procedure unless the parties mutually agree to extend the timelines or reschedule the grievance step meeting.

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 fifteen (15) 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 at any point during the process.

26.7 Grievance Steps

Grievance Timeline and Requirements.

A grievance shall be documented in writing and submitted to the grievant's direct supervisor and the Director of Labor Relations within fifteen (15) 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 provide a summary of the complaint including a description of the conduct or actions that allegedly violated this Agreement, the names of the people involved, the date(s) it occurred, the article(s) of this Agreement allegedly violated, the actions already taken to resolve the matter, if any, and the resolution desired. If a reasonable person would conclude that the grievant/Union failed to include the information above, the Employer shall notify the grievant/Union within five (5) working days of the receipt of the grievance with a request for the missing information. The grievant/Union shall then have seven (7) working days to resubmit the grievance, with the required information, to the direct supervisor and Labor Relations Director. The failure to resubmit the grievance, with the

required information, within seven (7) working days (or by the agreed upon extension date) shall constitute automatic withdrawal of the grievance.

Step 1: 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 grievant's direct supervisor or the supervisor/manager directly involved in the events giving rise to the grievance, and/or clinical leader in cases involving clinical issues 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 PPRM step 1 participants 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 Operations Manager within fifteen (15) working days of receipt of the written response in Step 1. The appeal to Step 2 must be made in writing and must state the reasons the grievance is being appealed to Step 2. The grievant, their union steward/representative (if requested by the employee), the Regional Operations Manager and/or clinical leadership in cases involving clinical issues, and the Labor Relations Director (if requested by the Regional Operations Manager) 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 Operations Manager shall submit a written response within fifteen (15) working days following the Step 2 meeting. If the Regional Operations Manager 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 fifteen (15) working days of receipt of the written Step 2 response. The appeal to Step 3 must be made in writing and must state the reasons the grievance is being appealed to Step 3. The grievant, their union steward/representative (if requested by the employee), the Director of Health Center Operations, and/or clinical leadership in cases involving clinical issues and the Labor Relations Director or their designee 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 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 fifteen (15) 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, 2024, and shall remain in full force and effect through September 30, 2027. Either party may serve written notice on the other at least ninety (90) days prior to September 30, 2027, 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.

Benefits and Wage Reopener:

The parties agree to re-open the Agreement effective June 1, 2025, to negotiate wages under Article 11 and Employee Benefits under Article 17. Effective September 1, 2025, Article 24 No Strike/No Lockout shall not be in effect should an agreement on wages and/or benefits changes not be reached by that time. All other provisions and articles of this Agreement shall remain in full force and effect.

The parties agree to re-open the Agreement effective June 1, 2026, to negotiate wages under Article 11 and Employee Benefits under Article 17. Effective September 1, 2026, Article 24 No Strike/No Lockout shall not be in effect should an agreement on wages and/or benefits changes not be reached by that time. All other provisions and articles of this Agreement shall remain in full force and effect.

PLANNED PARENTHOOD OF THE ROCKY MOUNTAINS, INC.

Adrienne Mansanares, President & CEO

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 105

Stephanie Felix-Sowy, President

WAGE SCALES

Letter of Agreement Between SEIU, Local 105 (Union) and Planned Parenthood of the Rocky Mountains, Inc. (Employer) 2025 Wage and Benefit Reopener

Pursuant to Article 27 of the current collective bargaining agreement that expires September 30, 2027, the Employer and Union met and negotiated changes to Article 11 and Article 17. The parties agree that the below Article 11 will replace the existing Article 11, the below Article 17 will replace the existing Article 17, and the below wage tables will replace the existing wage tables.

SEIU, Local 105
Stephanie Felix-Sowy, President

Planned Parenthood of the Rocky Mountains, Inc.
Adrienne Mansanares, President and CEO

	Advanced Practice Clinician			
	FY 27 Wage Table ($/Hour)			
Step	**APC I**	**APC II**	**APC III**	**APC IV**
0	$48.50	$49.23		
1	$49.23	$49.93		
2		$51.43		
3		$52.97	$55.64	
4		$54.56	$57.31	
5		$56.20	$59.03	$60.70
6		$57.89	$60.80	$62.52
7		$59.63	$62.62	$64.40
8		$61.42	$64.50	$66.33
9		$63.26	$66.44	$68.32
10		$65.16	$68.43	$70.37
11			$70.48	$72.48
12			$72.59	$74.65
13				$76.89
14				$79.20

	RN		
	FY 27 Wage Table ($/Hour)		
Step	RN I	RN II	RN III
0	$36.00	$37.08	
1	$37.08	$39.08	
2		$40.25	
3		$41.46	$42.43
4		$42.70	$43.70
5		$43.98	$45.01
6		$45.30	$46.36
7		$46.66	$47.76
8		$48.06	$49.19
9		$49.51	$50.66
10		$50.99	$52.18
11			$53.75
12			$55.36

	Medical Receptionist	
	FY 27 Wage Table ($/Hour)	
Step	No Qualification	Qualification
0	$22.41	$23.78
1	$22.74	$24.13
2	$23.08	$24.50
3	$23.43	$24.86
4	$23.78	$25.24
5	$24.14	$25.62
6	$24.50	$26.00
7	$24.87	$26.39
8	$25.24	$26.79
9	$25.62	$27.19
10	$26.00	$27.59

	Medical Assistant		
	FY 27 Wage Table ($/Hour)		
Step	No Qualification	Single Qualification	Double Qualification
0	$22.41	$23.78	$25.24
1	$22.74	$24.13	$25.62
2	$23.08	$24.50	$26.00
3	$23.43	$24.86	$26.39
4	$23.78	$25.24	$26.79
5	$24.14	$25.62	$27.19
6	$24.50	$26.00	$27.60
7	$24.87	$26.39	$28.01
8	$25.24	$26.79	$28.43
9	$25.62	$27.19	$28.86
10	$26.00	$27.59	$29.29

	Procedural Medical Assistant		
	FY 27 Wage Table ($/Hour)		
Step	No Qualification	Single Qualification	Double Qualification
0	$22.92	$24.33	$25.82
1	$23.27	$24.70	$26.20
2	$23.62	$25.07	$26.60
3	$23.97	$25.45	$27.00
4	$24.33	$25.83	$27.40
5	$24.69	$26.21	$27.81
6	$25.06	$26.61	$28.23
7	$25.44	$27.01	$28.65
8	$25.82	$27.41	$29.08
9	$26.21	$27.82	$29.52
10	$26.60	$28.24	$29.96

	Health Center Assistant			
	FY 27 Wage Table ($/Hour)			
Step	**No Qualification**	**Single Qualification**	**Double Qualification**	**Triple Qualification**
0	$22.92	$24.33	$25.82	$27.40
1	$23.27	$24.70	$26.20	$27.82
2	$23.62	$25.07	$26.60	$28.23
3	$23.97	$25.45	$27.00	$28.66
4	$24.33	$25.83	$27.40	$29.09
5	$24.69	$26.21	$27.81	$29.52
6	$25.06	$26.61	$28.23	$29.96
7	$25.44	$27.01	$28.65	$30.41
8	$25.82	$27.41	$29.08	$30.87
9	$26.21	$27.82	$29.52	$31.33
10	$26.60	$28.24	$29.96	$31.80

LETTER OF AGREEMENT

Letter of Agreement (LOA) Between SEIU, Local 105 (Union) and Planned Parenthood of the Rocky Mountains, Inc. (Employer)

Float APC Travel Premium

The Employer and the Union recognize the critical role that Float Advanced Practice Clinicians (Float APC) play in maintaining consistent staffing coverage across health centers. The parties further acknowledge the ongoing challenges associated with recruiting qualified candidates for Float APC roles.

In support of shared goals to improve recruitment of this role to support operational stability and ensure adequate staffing, the parties met to negotiate and agreed to the following: Float APCs assigned overnight travel will be paid a $60 lump sum payment for each night spent away from home on a work assignment. The premium will be paid for each night of the overnight travel assignment, including any non-working days that fall within the assignment. This travel premium is in addition to the $2.00 per hour float premium.

Float APCs that travel more than 75 miles from their home to a work assignment and choose not to stay overnight will receive a $30 lump sum payment for that shift. This travel premium is in addition to the $2.00 per hour float premium.

This LOA shall take effect upon the final signature date and shall remain in effect until the expiration of the current contract.

If either party is alleged to be in breach of this LOA the matter shall be resolved via the grievance and arbitration process outlined in the CBA.