

# **CONTRACT**



**AND**

# **WellPower**

**EFFECTIVE**

January 1, 2024 - December 31, 2026



# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**WellPower**

**&**

**Service Employees  
International Union, Local 105**

**Effective:  
January 1, 2024 - December 31, 2026**



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**Between**  
**WellPower and**  
**Service Employees International Union, Local 105**

**Effective:**  
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This document is the collective bargaining agreement (CBA) made between the Mental Health Center of Denver (d.b.a WellPower) and its unionized workforce represented by Service Employees International Union Local 105 (SEIU 105) henceforth to be referred to as ‘Employer’ and ‘Union’ respectively and collectively as ‘the parties’.

WellPower’s Mission Statement: Enriching lives and minds by focusing on strengths and well-being.

SEIU Mission Statement: We the members, staff & officers at SEIU Local 105 believe our strength comes from our unity. We believe that all workers shall be treated with respect and dignity and have their voices heard. We believe our power & effectiveness depend upon the active participation and commitment of our members, the development of our leaders and solidarity with each other and our allies. We will not be divided by forces of discrimination based on race, creed, color, religion, sex, gender expression, sexual orientation.

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the sole collective bargaining representative for its non-supervisory employees; excluding supervisors, physicians, guards, vocational/noncompetitive employment, and confidential employees.

This agreement shall apply to any other classification(s) which may be established during the term of the Agreement which may perform duties not excluded above. The Employer shall notify the Union of its intention to create a new job classification and the parties shall meet and confer regarding establishing an appropriate pay rate. At the contract bargaining, salary negotiations will take place for all job classifications created during the term of the previous collective bargaining agreement.

The retention of current employees and the recognition of the current Collective Bargaining Agreement shall be the condition of any sale of the Employer's operation.

## **ARTICLE 2 - NON-DISCRIMINATION**

- 2.1 The Employer and the Union agree that neither party shall discriminate against employees and both parties agree to maintain a workplace in which all employees and qualified applicants are treated with respect and dignity. The Employer prohibits discrimination against any employee or applicant for employment because of actual or perceived race or ethnicity; hair texture and length, protective hairstyles, hair color; skin pigmentation; religion; age; sex; disability; national origin; immigration status; native language; military service/veteran status; pregnancy; body feeding; medical status; HIV Status; reproductive choices; body weight; sexual orientation; gender identity or expression; genetic information;

ancestry; or marital status, or status as a victim/survivor of domestic violence in accordance with all applicable federal, state, and local laws, or any other status protected by applicable state or local law; for engaging in “lawful off-duty activities” (as defined by CRS 24-34-402.5) nor for union membership/non-membership, or engaging in union activities. The Employer further agrees to duly consider reasonable accommodations and adhere to the interactive process (in which an employee has the right to request union representation) for individuals with disabilities or other related impairments in accordance with the Americans with Disabilities Act (ADA) impacting their ability to reasonably perform the function of their role as outlined in their job description and in accordance with Federal, State, and Local law.

The policy regarding discrimination outlined above shall apply to all terms, conditions, and privileges of employment, including hiring, probation, testing, training and development, promotion, transfer, compensation, benefits, termination, layoffs, social and recreational programs, and retirement. The Employer is committed to making employment decisions based on valid job-related requirements.

- 2.2 The Employer shall reasonably assist any and all current Bargaining unit employees who meet minimum qualifications and as funds allow in obtaining a VISA, Work Permit, Citizenship or any other required paperwork to live and work in the United States. In order to be eligible for WellPower sponsored Visa, work permit, or citizenship employees must be in good standing and meet relevant service requirements as dictated by federal law.
- 2.3 The Employer shall reasonably and in good faith honor all applicable degrees obtained outside the United States assuming all relevant regulatory agencies, licensing requirements and funding sources permit the employer to

do so. In the event that the institution from which said degree is obtained is not already vetted for accreditation, the applicant/employee will be responsible for pursuing an equivalency evaluation at their expense through one of the following agencies:

- National Association of Credential Evaluation Services (NACES)
- Association of International Credential Evaluators (AICE)

Applicants will not be eligible to start until it has been confirmed that their degree meets all requirements stated above.

### **ARTICLE 3 — DEFINITIONS**

- 3.1 Full-Time. An employee who is regularly scheduled to work 40 hours per week and is eligible for benefits. Any Employee regularly scheduled for a 36+ schedule (3 — 12 hr shifts + extra hours) shall be treated as 40 hour per week employees for benefit purposes.
- 3.2 Part-Time I. An employee who is regularly scheduled to work 30+ hours per week, but less than 40 hours per week, is eligible for prorated benefits.
- 3.3 Part-Time II. An employee who is regularly scheduled to work less than 30 hours per week or an employee who is not regularly scheduled but is assigned or scheduled when needed. This category of employee is not eligible for benefits as outlined in article 19 of this agreement.
- 3.4 Temporary. An employee who is hired to work full or part-time for a specified period of time (not to exceed six (6) months), or who is hired on an as-needed basis (working from time to time with no set schedule or regular hours).

The Employer shall provide written notice to the Union of status changes of employees from regular to temporary status, or from temporary to regular status and will provide the Union with a quarterly report with the names, titles and number of hours worked of all temporary employees. The six (6) month term of employment may be extended with the mutual written agreement of the Employer, the Union, and the employee. With a temporary employee working on an ongoing, as-needed basis, the employee may not work more than 900 hours in a calendar year without the mutual written agreement of the Employer, the Union and the Employee.

3.5 Evaluation Period. Full-time and Part-time I employees who are new hires are subject to an evaluation period of four(4) months. Temporary employees who transfer/convert to regular positions shall start their evaluation period upon becoming a regular employee. Part-time II employees are subject to an evaluation period of 200 hours or four (4) months of service, whichever is longer. During this period, the employee may be discharged solely as determined by the Employer with no recourse to the Grievance and Arbitration procedure. The sole exception is that a new hire may take an alleged claim of a violation of the Non-Discrimination Article or the No Retaliation Article through the Grievance and Arbitration procedures.

3.5.1 Extension of Evaluation Period. In certain cases, the evaluation period may be extended by two (2) additional months, up to six (6) months total if the employee receives any two supervisory memos inside their initial evaluation period of four (4) months.

3.6 Working Day(s). Throughout the text of this agreement the term ‘working day(s)’ shall be defined as Monday, Tuesday, Wednesday, Thursday, Friday 8am to 5pm, excluding all holidays listed in Article 12 of this agreement.

3.7 Workday(s). Throughout the text of this agreement the term ‘workday(s)’ shall be defined as a continuous stretch of time spent by an employee working and may include breaks, lunches, or sleep if the period of time meets the requirements outlined in article 5. A Workday can be Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and can be a holiday.

## **ARTICLE 4 — UNION REPRESENTATION**

4.1 Union Access. Any authorized representative of the Union shall have the right to visit the work locations of employees covered by this Agreement with notification to administration and wearing an identification badge identifying them as a union representative for the purposes of conducting representational activities and observing working conditions provided the representative not interfere with the employees in the performance of their duties or disrupt people served, programs, and/ or activities. If the Union representative is not an employee, the representative will be required to sign and abide by the Confidentiality Agreement required of all visitors.

4.2 Stewards. The Employer shall recognize Union Stewards elected or appointed by the Union for purposes of work site representation of employees in disciplinary and grievance meetings. The Union will notify the Employer in writing whenever a Steward is elected. There shall be no discrimination against Union stewards for their Union activities. Stewards shall be paid for disciplinary and/or grievance meetings scheduled by the Employer during their normally scheduled work time and shall record that with a specific time code for Steward duties on their timesheet. **The time code will be used to offset productivity requirements.** The parties agree to endeavor to schedule

such meetings during the steward's work time. Employees will notify and coordinate with their supervisors about scheduling Steward duties. Employees working at 24-7 coverage facilities/crisis teams may serve as stewards, but may not leave the facility/leave their post during their shift unless authorized by their supervisor, although may perform steward work virtually/ remotely. The Union will supply the Employer with a current or updated list of Stewards on request.

The Employer will allow two-hour steward council meeting monthly, without loss of pay to no more than six (6) duly elected stewards. The Union shall schedule these quarterly meetings on Thursday and/or Friday and shall provide at least two weeks' notice to The Employer of the date and time such meetings are scheduled.

- 4.3 Bulletin Boards. The Employer shall furnish reasonable space at each work location for the installation of a Union bulletin board to be used for the posting of Union notices. The Union bulletin board shall be located in a staff area adjacent to other 5 employee notices. The Union recognizes the nature of the clinical setting and the need to avoid material that is potentially disturbing to visitors and people served.
- 4.4 Union Orientation. The Employer will allow the Union presentation during the New Hire Orientation process – during the employee's first week of regular employment - to inform newly hired employees of their Union rights and obligations, and to answer employee questions. This presentation shall be 1.5 hour in length without a management or non-bargaining unit facilitator present.
- 4.5 Hire Information. On a monthly basis, the employer will provide a written list of bargaining unit employees to the Union which includes, for each employee: name, employee identification number, job code,

and job title, team number and name, worksite code and name, supervisor name, wage rate, e-mail address, home address, and union membership status.

## **ARTICLE 5 — WORKWEEK, SCHEDULING, BREAKS**

5.1 Normal Workweek and Overtime. The expected work week for full-time employees shall be forty (40) hours.

5.1.1 Non-exempt. Overtime for non-exempt employees shall be paid at time and one-half the straight time hourly rate for hours worked in excess of:

- A. Forty (40) hours in a workweek
- B. Twelve (12) per workday
- C. Twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages.

Hours worked in two or more workweeks shall not be averaged for computation of overtime. Note: the requirement to pay overtime for work in excess of twelve (12) consecutive hours shall not alter the employee's established workday or workweek, as previously defined. Except in emergency situations, employees must obtain prior approval of their supervisor for overtime work. An employee who is required to perform mandatory overtime in an emergency situation shall not be denied the opportunity of working scheduled hours to prevent the payment of overtime.

- 5.1.2 Exempt. Exempt employees may be eligible for flex time off when they are required to contribute to special projects or additional program needs that exceed normal responsibilities. Such time off shall not be associated with actual hours of work, and must be arranged for and granted by management when appropriate.
- 5.2 Scheduling. Schedules shall normally be posted/ shared at least two (2) weeks in advance. The parties recognize that changes in normal schedules may be necessary for operational reasons. Once posted, any changes in the posted/shared schedule shall be based on mutual agreement between the Employer and the employee, unless such scheduling change is due to an emergency.
- 5.3 Flexible Scheduling. The parties agree that flexible scheduling practices, where feasible and in line with reasonable needs of those served and program needs including other impacted programs, are of benefit to employee recruitment and retention. These practices can include nine (9) hour workdays, ten (10) hour workdays, or any other deviation from the standard eight (8) hour workdays which may be agreed upon by the parties. It is recognized by the parties that flexible scheduling practices may not be appropriate in all areas or for all positions.

A team of employees may request a flexible scheduling arrangement by demonstrating majority written support for a proposed arrangement and submitting it to their program manager. In creating a proposal, employees may engage with a Steward or Organizer. Within 15 business days, a meeting shall be convened with the program manager, the team, and a Steward or Union Representative to discuss the proposed arrangement. Management shall give any request (from an individual, group, or team) due consideration, and respond to each request in writing. If there is agreement between the parties to move forward

with a flexible scheduling option, it shall be implemented in a reasonable time frame, but no longer than two (2) months from the agreement. Once a decision is made to implement a flexible scheduling option, it shall be trialed for a minimum of one (1) month (and a maximum of three (3) months) after which the flexible schedule plan can be adopted by mutual agreement or reverted to the original scheduling. The Flexible Schedule plan may allow individual employees different options based on their preference, including maintaining their standard schedule or moving to a different option within the Flexible Schedule plan. Any conflict of a flexible scheduling preference shall be resolved by seniority. After the trial period, if the majority of employees wish to move away from or modify the schedule, they shall submit another written proposal to the program manager. Within 15 business days, a meeting shall be convened with the program manager and the team to discuss the proposed arrangement.

If management requires a change in an employee's flexible schedule for disciplinary purposes, the disciplinary process in Article 6 shall be followed.

If the request for a flexible schedule is denied, the response shall clearly state the reason(s) for denial. In no case shall management be compelled to implement flexible scheduling in a specific area, department, or facility.

The parties also agree that, any hourly employee may request flexible hours from their manager. 'Flexible hours' are defined as a one-time advance request by an employee to leave early or arrive late by up to four hours on a given workday and to make up that missed time by coming early or staying late on (an)other workday(s) within a forty (40) hour workweek. Such requests shall be subject to approval by the employee's manager based on the reasonable needs of those served and the program, and shall not be unreasonably denied.

5.4 Lunch and Break Periods. All employees are eligible for a fifteen-minute paid break for each four (4) hours worked. Break time shall be free of any and all workplace obligations barring emergency situations in which the employee's failure to act or intervene would reasonably result in injury or death of any person served or other employee. Employees are expected to take the breaks in a manner that does not interrupt the schedule of work. If an employee works through a break period, the employee shall be granted equivalent time off within the same pay period. If the employee did not take a break, the unused break time cannot be used to extend the lunch break or to shorten that workday without mutual consent of the employee and supervisor.

Employees working a shift which is longer than five consecutive hours are eligible for an unpaid, duty-free lunch period of at least one-half hour. If an employee is required to remain at the work site during the lunch period, such lunch period shall be paid. Unpaid lunch periods shall be free of any and all workplace obligations barring emergency situations in which the employee's failure to act or intervene would reasonably result in injury or death of any person served or other employee. The supervisor has the right to schedule lunch periods based on the coverage needs of the department. If an employee works through an unpaid lunch period, the employee shall be granted equivalent time off within the same pay period with mutual consent of the employee and manager. Unused lunch periods cannot be used to shorten the work day without mutual consent of the manager and the employee.

An employee working a twenty-four shift shall be entitled to two hours personal time during the shift. All residential facilities require 24-hour coverage therefore if the facility is staffed by only one employee, the employee must remain on site for their entire shift. The employee may retire to the staff room with instructions to program residents not to interrupt them unless there is an emergency.

5.4.1 Sleep Interruption Pay. Non-compensable / compensable sleep periods while assigned to 24-hour shifts in the position of Residential Counselor are designated as follows:

- On average, eight (8) continuous hours while assigned to 24-hour shifts are available to employees as a “sleep period”.
- At an assigned location, employees are generally free to engage in eight (8) hours of uninterrupted sleep. Four (4) hours of the time spent sleeping shall be deemed “Non-compensable and shall not be paid.” Occasional interruptions during the sleep period shall be compensated at no less than 1/10th of an hour interval at your assigned hourly rate.
- However, should the sleep period be interrupted to the extent a reasonable night’s sleep is not possible, you shall be compensated for the entire sleep period. Six (6) or more uninterrupted hours in the sleep period shall constitute a reasonable night’s sleep. Interrupted sleep time must be documented on a transaction form.
- When an employee’s scheduled shift is less than 24 hours, all hours during which the employee is permitted to sleep are compensable work time, as long as the employee is on duty and must work when required. When an employee uses leave time (paid or unpaid) during a 24 hour shift, that employee’s sleep interruption pay shall be calculated in the same manner as if all 24 hours were worked.

5.4.2 Promotion of Wellbeing. The Employer shall make a reasonable effort to educate managers and employees, upon hiring, as to the legal and contractual requirements to offer and to take their break time, lunch time, and sleep time when applicable.

## 5.5 Scheduling Coverage.

5.5.1 Employees (Other than those described by 5.5.2). Planned absences should be scheduled at least 24 hours in advance with the employee's manager. Requests for scheduled time off shall be approved by the manager based on reasonable needs of those served and program needs of the department, however, such requests shall not be unreasonably denied. Employees are responsible for advising their manager of appointments, meetings, etc., which may need to be canceled or covered in their absence. In the event of an unplanned absence, employees are expected to promptly notify their manager if they are unable to work as scheduled.

5.5.2 Employees at 24-hour Facilities. The manager shall arrange for coverage for time off if staff provides three (3) weeks' notice. Time off may be denied based on reasonable program needs and availability of coverage. The manager shall give a response to time off requests within three working days of such request. Requests for scheduled time off shall be approved by the manager based on reasonable needs of people served and program needs of the individual department, however such requests shall not be unreasonably denied. Employees are responsible for advising their manager of appointments, meetings, etc., which may need to be canceled or covered in their absence. In the event of an unplanned absence, employees are expected to notify their manager if

they are unable to work as scheduled. The manager shall arrange for relief coverage. The Employer shall offer current employees who wish to work extra hours beyond the employees' primary shifts to fill-in for absences created by vacations, sickness, and the like. The Employer may grant shifts to temporary staffing agencies or persons outside the bargaining unit only after first granting shifts to qualified bargaining unit employees. If coverage is not secured by the beginning of the shift, the manager shall ask the staff on duty to volunteer to work beyond their scheduled shift. If staff do not volunteer to work beyond their shift, the manager may assign a staff person on duty to work up to two (2) hours beyond their regularly scheduled shift. Employees working additional hours in such a case shall be paid at the appropriate rate of pay per the CBA. The provisions of the Healthy Workplaces and Families Act (HFWA) shall supersede this section wherever the HFWA provisions are more favorable to the employee.

- 5.6 Changes in Regularly Scheduled Hours. In the event it is necessary to change normal work schedules, the principle of seniority shall apply to qualified employees involved. When it is necessary to permanently change an employee's scheduled hours of work, such employee shall, (except in temporary or emergency situations) receive twenty-one days' notice of such schedule change, unless mutually agreed to by the employee and the manager. These changes shall be made in writing and the employee shall have the right to union representation. If the employee cannot accommodate the necessary change in the schedule they shall have priority to transfer to open positions elsewhere in the organization for which they are qualified.
- 5.7 Emergency Staffing. Bargaining unit employees filling shifts at the Behavioral Health Solutions Center (BHSC) or the Walk in Crisis Center (WIC) locations, shall be provided

a \$40 incentive pay for each six hour – twelve hour shift covered outside an employee's regularly scheduled hours and a \$100 incentive pay for each twelve+ (12+) hour shift covered outside an employee's regularly scheduled hours. Qualified bargaining unit employees shall be offered the shift before any employee outside the bargaining unit including temporary staff or contractors. Staff regularly scheduled at the Solutions Center or the Walk in Crisis Center (WIC) who pick up shifts in addition to their full time position shall receive incentive pay for each additional shift they cover regardless of the time frame when they accept the shift and when the shift begins. (For example a worker at the WIC may accept a shift two weeks in advance of a shift and receive the incentive pay for that shift). Bargaining unit employees who do not work at the Solutions Center or Walk in Crisis Center (WIC) who accept an emergency staffing shift shall receive incentive pay if they accept the shift 72 hours or less in advance of the start of the shift. Incentive pay shall be provided regardless of whether or not the lack of staffing would cause a location to shut down.

In addition to the pay incentive outlined above at the twenty-four hour crisis centers, bargaining unit employees who pick up additional shifts are eligible for the following calendar quarterly bonus structure.

- For every five (5) additional shifts of twelve hours or more in the same quarter, in addition to a bargaining unit employee's regularly scheduled shifts, the employee will receive a \$500 bonus for a maximum of \$1000 per quarter (per calendar quarter).

Examples:

- If an employee picks up 10 additional shifts in Q1, the employee would receive a \$1000 bonus.

- If an employee picks up 5 additional shifts in Q1, the employee would receive a \$500 bonus.
- 5.8 Consecutive Hours Worked. An employee, not working a designated twenty-four hour (24) shift, may not work more than eighteen (18) consecutive hours for the wellbeing of both the employee and the people they serve. If an employee works sixteen (16) to eighteen (18) consecutive hours, the employee must have an eight-hour (8) break before the next worked shift. Management reserves the right to make exceptions for emergency situations, such as inclement weather or relief staff being unable to work scheduled shift.

## **ARTICLE 6 — DISCIPLINE & DISCHARGE**

- 6.1 Progressive Discipline. The Employer and the Union anticipate employees will perform in a professional and ethical manner. When an employee's performance or behavior is not acceptable, the Employer shall inform the employee of the performance problem in order to provide an opportunity for improvement. When such behavior or performance issues arise, the employee and the supervisor shall meet to discuss the facts surrounding the issue in an investigatory meeting prior to the receipt of any form of written discipline. The employer shall make a good faith effort not to have reached a decision before an investigatory meeting has been conducted. Employees shall have the right to be presented with the evidence being used against them during an investigatory meeting as well as answer questions related to the investigation. The Employee shall be given time to give their rebuttal to the evidence presented. Article 4 shall be followed.

The Employer and the Union recognize discipline and discharge shall be imposed for just cause. Progressive discipline shall be used where appropriate for corrective

action; however, the parties recognize that there may be situations in which normal steps in progressive discipline may be skipped due to the severity of the infraction.

For each matter of alleged misconduct deemed by the parties to be less than severe, the process shall begin with a supervisory memo which would then be followed by written warnings given in succession if the alleged misconduct continues. There shall be no less than three (3) written warnings before the employer begins the process of termination. The employer may utilize suspension in lieu of termination. If it is deemed by the parties that the infraction is severe the employer may skip a supervisory memo as well as written warnings and proceed to suspension or termination.

No other forms of written discipline exist or may be implemented by the Employer other than the ones listed in this article. A final written warning or suspension may indicate that future lack of improvement shall result in suspension or termination. The language of the written warning, suspension or memo shall not include pejorative language, unprofessional language, value judgments, or character traits of the employee.

- 6.2 **Investigatory Suspension.** An investigatory suspension shall be given in writing to the employee and shall include a statement of the allegation as well as the estimated timeline of suspension and process for concluding investigation of the matter. When placed on an investigatory suspension the employee shall be informed that they have the right to union representation. Investigatory suspensions may be extended from the original timeline at the discretion of the Employer with notice of extension provided to the employee in writing. Investigatory suspensions under this section (Article 6.2) are paid in full (i.e. the employee receives all regular pay, including regular differentials they receive). An investigatory suspension shall only be given to remove the employee from the workplace pending the

conclusion of an investigation into the validity of a claim regarding a serious allegation of misconduct. Investigatory suspensions are not a form of discipline and do not go into the employee's personnel file.

- 6.3 Supervisory Memos. Supervisory memos are not a form of discipline and do not go in the personnel file of the employee nor are they applicable when considering promotion, demotion, transfer, or any other form of workplace privilege or restriction. Supervisory memos shall be emailed with a read receipt and/or with a request for the employee to respond affirming receipt by the supervisor to the employee and shall remain private between them unless the employee consents to make others aware of the memo or if the memo is used to establish notice pursuant to just cause and then may only be provided to Human Resources Representatives and the attending Union Steward or Union Representative. The memo shall outline areas of performance that the employee should improve with specific suggestions to do so and with coaching from the supervisor. A supervisory memo shall not be written to indicate future lack of improvement would result in termination but may indicate future lack of improvement would result in initial written warning.
- 6.4 Initial Written Warning. An initial written warning shall be given in writing to the employee and shall include a statement of the problem and clear performance expectations. Only documentation of written warnings and suspensions shall be filed in an employee's personnel file and are thus forms of discipline. An employee should sign the initial written warning; however, the employee's signature only acknowledges receipt of the initial written warning and does not imply agreement or disagreement with the contents. The employer shall insert a disclaimer on all written warnings indicating that the signature of the employee merely acknowledges receipt of the written warning and does not constitute agreement or

disagreement with its contents. If the employee refuses to sign the document, the supervisor shall obtain a witness who is not a bargaining unit employee to verify that the initial written warning was given to the employee. Further, an employee shall have the right to rebut or add a clarifying statement to any document in their personnel file and such rebuttal or clarification shall be attached to that document and become part of such file.

- 6.5 Intermediate Written Warning(s). An intermediate written warning shall be given in writing to the employee and shall include a statement of the problem and clear performance expectations. Only documentation of written warnings and suspensions shall be filed in an employee's personnel file and are thus forms of discipline. An employee should sign the intermediate written warning; however, the employee's signature only acknowledges receipt of the intermediate written warning and does not imply agreement or disagreement with the contents. The employer shall insert a disclaimer on all written warnings indicating that the signature of the employee merely acknowledges receipt of the written warning and does not constitute agreement or disagreement with its contents. If the employee refuses to sign the document, the supervisor shall obtain a witness who is not a bargaining unit employee to verify that the intermediate written warning was given to the employee. Further, an employee shall have the right to rebut or add a clarifying statement to any document in their personnel file and such rebuttal or clarification shall be attached to that document and become part of such file.
- 6.6 Final Written Warning. A final written warning shall be given in writing to the employee and shall include a statement of the problem and clear performance expectations. Only documentation of written warnings and suspensions shall be filed in an employee's personnel file and are thus forms of discipline. An employee should sign the final written warning; however, the employee's

signature only acknowledges receipt of the final written warning and does not imply agreement or disagreement with the contents. The employer shall insert a disclaimer on all written warnings indicating that the signature of the employee merely acknowledges receipt of the written warning and does not constitute agreement or disagreement with its contents. If the employee refuses to sign the document, the supervisor shall obtain a witness who is not a bargaining unit employee to verify that the final written warning was given to the employee. Further, an employee shall have the right to rebut or add a clarifying statement to any document in their personnel file and such rebuttal or clarification shall be attached to that document and become part of such file.

- 6.7 Union Representation. An employee shall have the right to have a Union Steward and/or a Union Representative present, if the employee so requests, at any investigatory meeting, meeting for a disciplinary matter, or an interview in which the employee reasonably believes that discipline could result.

At least 24 hours prior to a disciplinary or investigatory meeting, the Employer shall inform the employee that they have a right to union representation.

- 6.8 Duration. No written warning or suspension which is over one year old may be used against an employee in any disciplinary proceeding.

## **ARTICLE 7 — PERSONNEL FILES**

- 7.1 Review of Files. All employees shall have the right to review their personnel files. While employees may not remove any documents from their personnel record, they can obtain copies of any documents contained therein.

The employees may review their personnel files at the administrative office by scheduling an appointment with the Human Resource Director or designee who must be present while the employee is reviewing the file. Further, an employee shall have the right to rebut or add a clarifying statement to any document in their personnel file and such rebuttal or clarification shall be attached to that document and become part of such file.

## **ARTICLE 8 — GRIEVANCE & ARBITRATION PROCEDURES**

- 8.1 Purpose. The purpose of the grievance procedure is to provide a means for prompt and orderly resolution of disputes between employees and the Employer.
- 8.2 Optional Issue Resolution Step. The parties agree to make an earnest effort to settle grievances at the lowest possible level, involving the relevant employee(s), Union Steward or Representative (if requests), and relevant information needed to resolve the issue, and beginning with a meeting between the employee and the employee's direct supervisor or coworker(s) to discuss the facts surrounding the issue. If an employee or Steward asks for an Issue Resolution meeting documented in writing and submitted to the supervisor and Human Resources within ten working days of the event giving rise to the concern shall preserve the timelines as noted in section 8.4. This process shall continue until either party informs the other in writing that they wish to end the Issue Resolution Process – either considering the issue resolved or moving the issue to the Grievance step.

The parties encourage resolution at this low level to resolve misunderstandings and avoid unnecessary grievances. If the issue is not resolved at this low level, the employee may

then file a grievance under Section 8.3. There shall be no reprisal for having raised issues or grievances under this agreement.

- 8.3 Definition. A grievance shall be defined as a dispute, misunderstanding, or controversy regarding the interpretation, intent, or meaning of this Agreement and/or the Employer's rules and regulations relating to personnel matters. A grievance may be filed by an employee (or the Union acting on behalf of an employee(s)). The grievance will be signed by the employee, unless impractical. ("Impractical" is defined as circumstances, such as time limit constraints and availability of employee, which prevent the signing of the grievance by the employee).
- 8.4 Step 1. A grievance shall be documented in writing and submitted to the supervisor and Human Resources within ten (10) working days of the event giving rise to the grievance or the end of the Issue Resolution step. The written grievance shall state the facts of the grievance, the actions already taken to resolve the matter, if any, and the resolution desired. The grievant may request the assistance of a union steward and/or union representative. The grievant, their union steward/representative (if requested), the supervisor, and another representative from Human Resources and/or management shall have a meeting to discuss the grievance within fifteen (15) working days unless events and circumstances precludes such meeting, i.e., scheduled vacation. The supervisor shall submit their written response within fifteen (15) working days following the Step 1 hearing. If the supervisor denies the grievance, the response shall state the reasons for the denial.
- 8.5 Step 2. If the grievance remains unresolved after Step 1, the written grievance may then be submitted to the Director within ten (10) working days of receipt of the written answer in Step 1. If the immediate supervisor is the Program Director, the grievance will be referred to the immediate

supervisor of the Program Director. A conference shall be held between the concerned parties within fifteen (15) working days unless events and circumstances preclude such meeting, i.e., scheduled vacation. The Program Director or the immediate supervisor of the Program Director shall submit a written answer within fifteen (15) working days following the conference. If the Program Director or the immediate supervisor of the Program Director denies the grievance, the response shall state the reasons for the denial.

8.5.1 Mediation Procedure. Once a grievance has been responded to at Step 2, the Union may elect to appeal an unresolved grievance to arbitration, or an issue may be submitted by mutual agreement to mediation. A grievance may only be referred to mediation by mutual agreement of the parties following a timely appeal to arbitration. The mediator shall be elected by mutual agreement of the parties from the list supplied by the Federal Mediation and Conciliation Service or another mutually agreeable mediator. The mediator shall serve for a one-day session and is thereafter subject to removal by either party. In the event the parties are unable to agree upon the selection of a mediator, this mediation procedure shall not be effective. The expenses and fees of the mediator shall be shared equally by the parties. Attendance at the mediation sessions shall be limited to the following:

Union: Spokesperson, Assigned Union Representative, Grievant.

Employer: Spokesperson, Human Resources Representative, Management Representative.

Legal counsel for either party, or court reporters, nor any type of note takers shall be allowed to be present at the proceedings.

The mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply, and no record of the proceedings will be made. Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.

The primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement the mediator is free to use all of the techniques customarily associated with mediation, including private conferences, with only one party, select individuals, etc.

Either party will be free to arbitrate if mediation fails.

8.6 Arbitration. As a prerequisite to appeal to Arbitration, the grievance shall have been properly processed through the grievance steps. An appeal to Arbitration shall be made within twenty (20) working days after the receipt of the Employer's Step 2 response. If the Union elects to pursue an arbitrable grievance through to Arbitration, the parties will proceed as follows:

8.6.1 The Employer and the Union shall endeavor to select a mutually agreeable arbitrator within ten (10) working days of receipt of notice of the Union's intent to proceed to arbitration.

8.6.2 If the parties are unable to agree upon an arbitrator, then the Federal Mediation and Conciliation Service (FMCS) shall be requested to nominate five (5) potential arbitrators. The party that requests the arbitration panel from FMCS shall decide whether

to request said panel as a regional, sub-regional, or metropolitan panel.

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. 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 Union and the Employer shall share the expense of the arbitrator equally. Only one grievance shall be heard in an arbitration proceeding unless otherwise mutually agreed upon between the Employer and the Union.

- 8.7 Time Limits. The time limits for processing grievances contained herein may be extended by the mutual consent of the parties. Working days are defined as Monday through Friday, excluding recognized holidays, as set forth in this Article. 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.

When an employee files a grievance alleging that he or she has been discharged or has suffered disciplinary suspension or termination in violation of this Agreement, such grievance shall be filed within the time limits and in the manner provided for in this Article except that such grievance shall be initiated in step 2 of the grievance procedure.

If the Union fails to process a grievance timely, the grievance shall be considered resolved based on the Employer's response at the last step through which the grievance was processed. If the Employer fails to respond timely, the grievance shall be considered resolved based on the relief sought in the original grievance.

## **ARTICLE 9 — SENIORITY**

- 9.1 **Definition.** Seniority shall be defined as the length of continuous service with the Employer (or any of its predecessor organizations) from the date of hire.
- 9.2 **Termination of Seniority.** An employee's seniority shall terminate if:
  - An employee voluntarily separates.
  - An employee is involuntarily separated for just cause.
  - An employee is laid off and not recalled within six (6) months; or an employee fails to return to work at the end of an authorized leave of absence.
- 9.3 **Accumulation of Seniority.** For full-time and part-time I employees, seniority shall accumulate based on length of continuous service in any bargaining unit classification at any of the Employer's facilities or, in the case of interrupted service, as enumerated within this article. For part-time II employees, seniority shall accumulate on the basis of hours paid within the bargaining unit. For purposes of converting seniority from hours to months, 80 hours shall equal one month of employment. However, no employee shall receive credit for more than 12 months for a calendar year. The parties shall meet following the execution of this Agreement to develop a seniority list based upon the available data.

- 9.4 Seniority Rights. The parties agree that seniority shall be utilized as specified in this Agreement in promotions, transfers, reductions in force, paid time off, leave accrual and other benefits where length of service applies.
- 9.5 Rehire Rights. If an employee voluntarily separates and reapplies with the Employer within 24 (twenty-four) months of termination and is rehired, the employee shall maintain their previous seniority. The Employee shall be returned to the same wage scale and step they previously held, and returned to their previous seniority for the purposes of leave accruals and benefits.
- 9.6 If An employee voluntarily terminates and reapplies with the Employer within 36 months of separation and is rehired, the employee shall be returned to the same wage scale and step they previously held with no seniority rights.
- 9.7 Exit From and Return to Bargaining Unit. If an employee is promoted or transferred to a position outside the bargaining unit and later returns to a position inside the bargaining unit, whether by choice or the elimination of their non-union position, they shall be placed back on the scale and step they held when they last left the bargaining unit. Additionally, they will return to their previous seniority. Benefits and PTO accrual rates shall be determined by original hire dates.
- 9.8 Outside Bargaining Unit Transfer into the Bargaining Unit. If an employee of the Employer who has held a position outside the bargaining unit (i.e. a manager or other non-bargaining unit position) and has never held a position inside the bargaining unit, accepts a position inside the bargaining unit, they shall be treated as a new hire employee in terms of pay, benefits, and all other terms and conditions of this contract, with the exceptions of PTO accrual and 403B match based on original hire date.

## **ARTICLE 10 – JOB POSTINGS, SELECTIONS & TRANSFERS**

10.1 Job Posting. When the Employer determines a vacancy exists in classifications covered by this Agreement, the vacancy shall be posted for a minimum of seven (7) days to the Employer's intranet, which is available to all employees. Internal applicants shall be considered along with external applicants.

Salaries, qualifications, and a brief description of the job duties shall be included on all job postings and announcements. The Employer agrees that job qualifications and experience requirements shall be reasonably related to the vacant job. Employees shall submit an Internal Application to Human Resources stating their interest in an open position. The Employer will immediately post vacant positions and hire as budgetary and programmatic requirements permits. If positions or job duties are changed, and the current employees meet reasonable criteria for the newly designed jobs or duties, current employees shall be offered these positions before they are posted.

If licenses not currently recognized become required, the Employer agrees to meet and confer with the Union to establish an appropriate salary range.

10.2 Employment Restrictions. Employees who are in their initial evaluation period for any position, are not eligible to apply for open positions 22 without the approval of their immediate supervisor. Employees who are on disciplinary probation are not eligible to apply for open positions without the Employer's approval.

Resigning employees are requested to, but not required to, provide three-weeks' notice of resignation in most

circumstances. The goal is to help preserve continuity of care for the people served by the program.

The Employer may employ individuals who are related by blood, marriage, or residency. However, such related employees may not occupy positions which are related by supervision, or audit control of financial transactions, as determined by the Employer in consultation with the Union.

Those actively receiving clinical services who are also employees may not work for the same clinical team from which they receive services.

10.3 Selection. In review of the employee and external candidates who apply for posted bargaining unit job vacancies, consideration shall be given to the following criteria based upon the specific requirements of the job:

- Overall performance and previous experience with preference given for length of service and performance with the Mental Health Center of Denver.
- Demonstrated technical and specialized knowledge, and relevant educational background.

The above criteria shall be evaluated by an interview team made up of management and bargaining unit employees from the team or department where the vacancy occurs. In the event the above criteria apply 23 relatively equally between two or more candidates, the job shall be awarded to the most senior employee in the job posting and selection process. Employer values and shall consider current employees for internal advancement.

10.4 Involuntary Transfers. The Employer agrees that involuntary job transfers and reorganizations will only be used in situations where such method of transfer or reorganization is essential to operational needs. The

Employer will consult with the Union prior to involuntarily transferring an employee or reorganization, unless such transfer or reorganization is on an emergency basis. In the event the Employer must transfer or reorganize a department impacting one or more employees involuntarily from one facility, department, or work area, to another, the employee(s) who possess(es) the required skills and qualifications as delineated in the job posting will be transferred in inverse order of seniority (i.e., the least senior employee(s) will be required to accept the transfer). In the event that the Employer must transfer more than one employee from one team to another, the positions shall be offered to qualified candidates in seniority order. When it is necessary to transfer an employee, such employee shall receive forty-five (45) days notice of such transfer or reorganization, unless it is an emergency or for disciplinary reasons. Such disciplinary transfers shall only be used in compelling circumstances with advance notice to the Union.

When an employee is involuntarily transferred, except in disciplinary matters, to a lower level position (one that would pay them at a lower rate), their salary will be maintained for up to a nine (9) month period from the date of transfer.

## **ARTICLE 11 — JOB SECURITY CONSIDERATIONS**

- 11.1 Notification. The Employer and the Union recognize the importance of promoting all reasonable avenues to enhance the employment, hours, and positions for all employees. To meet this goal, when any job redesign or operational reorganization would affect members of the bargaining unit, the Employer agrees to notify the Union at least 50 days in advance. The employer and union shall meet soon after for the purpose of discussing said effect and allowing the opportunity for employee input into the proposed changes and retention of current staff.

11.2 Procedure. The following procedure will be used to accomplish a reduction in force (a reduction due to the organization's economic hardship leading to a net reduction in staff with insufficient vacancies to accommodate all qualified employees):

First, volunteers will be requested from the job classifications and divisions affected.

Second, temporary employees and/or employees in their initial evaluation period shall be first reduced in force. If more than one employee is in this category, the least senior employee will be laid off first.

Third, the least senior employee(s) in the job title of the division targeted for reduction shall be laid off. However, an employee slated for layoff may bump the least senior employee in the same job title from another division if they are qualified to perform the least senior employee's job. If more than one employee is being laid off, the senior employee may choose from among an equal number of positions from the least senior employees (i.e., if five employees are being laid off, the senior employee may choose from among the five least senior positions for which he/she is qualified to perform). An employee cannot bump an employee in any other job title. The bumping process shall begin no later than twenty-five (25) days into the fifty (50) day layoff notice. Bumping shall close fifty (50) days after notice is given.

11.3 Transfer of Employees Affected by Reduction in Workforce. In the event an employee's position is eliminated, the Employer will transfer the employee to any available, comparable position for which the employee is qualified. If there are not sufficient openings to accommodate all qualified employees, the positions shall be offered to qualified candidates on the basis of seniority.

11.4 Lay-Off Notice. All employees to be affected by a reduction in force shall receive at least 50 days' notice or 50 days' pay in lieu thereof.

11.5 Recall. Employees on lay-off status shall be recalled, in order of seniority, for any job vacancy for which they are qualified. Employees on lay-off status shall be informed of recall opportunities by contact from the Employer by either telephone and/or certified mail. The employee shall notify the Employer of their decision regarding the available position within three (3) days of notification. If the employee accepts the position, the employee shall report to work no later than fifteen (15) days after accepting the position. An employee who fails to respond to a job offer or return to a position which the employee has accepted as specified above, shall forfeit further recall rights unless such failure to contact the Employer was due to good cause. If an employee turns down three (3) comparable positions, they will lose their rights to recall, and seniority will be terminated.

## **ARTICLE 12 — HOLIDAYS AND LEAVES OF ABSENCE**

12.1 Organization Holidays. The following holidays shall be observed as holidays with pay for all regular full-time and part-time employees:

<b>Holiday</b>	<b>Date(s) Observed</b>
New Year's Day	January 1st
Martin Luther King, Jr. Day	3rd Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19th
Fourth of July	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November & 4th Friday in November
Christmas Day	December 25th

All employees who work in an office which operates Monday through Friday shall observe holidays on the day designated by the Federal Government. Programs which operate seven days per week shall observe the holiday on the actual holiday.

12.1.1 **Holiday Pay.** Full-time employees are eligible for eight (8) hours of holiday pay. Part-time employees are paid prorated holiday pay. Pay for holidays not worked, but for which the employee is eligible to receive holiday pay, shall be at the employee's regular rate of pay for the holiday as the employee would receive if the employee had worked. Those working the stated holiday shall be paid at the rate of time-and-one-half for all hours worked on the holiday in addition to holiday pay.

If a holiday falls on the employee's regular day off, an additional day off with pay shall be granted on the day before or the day after the employee's regularly scheduled day off. However, in 24-hour residential facilities, the Employer shall, at the employee's option if feasible, pay eight (8) hours pay for said holiday in lieu of granting an additional day off with pay.

## 12.2 Paid Time Off (PTO).

12.2.1 Eligibility. Full-time employees are eligible for PTO (to be used for personal business, vacation, rest and relaxation, birthdays, religious observance, short-term illness) based on the following accrual rates. Part-time I employees shall receive pro-rated PTO. Employees who are classified as Part-time II employees are not eligible for PTO.”

### ACCRUAL RATES FOR FULL-TIME

Months of Service Completed	PTO per Year	Accrual per Month	Accrual per Pay Period
0 to 12 months	18 days	12 hours	5.538
13 to 36 months	21 days	14 hours	6.461
37 to 60 months	24 days	16 hours	7.385
Over 60 months	27 days	18 hours	8.308

\* Employees hired prior to January 5, 2004, shall accrue one (1) additional day (8hr) per year.

Employees shall begin accruing PTO upon date of hire.

12.2.2 Accrual of PTO. The maximum accrual of PTO shall be 150% of the employee's current annual accrual. All leave benefits shall accrue at the end of the pay period and shall be prorated within the month for new employees. The rate of accrual shall change at the beginning of the pay period after the employee's anniversary date. Upon termination of employment, PTO will be prorated within the month and employees shall be paid for all unused accrued PTO.

Annually, May 1 through May 15, an employee having a total accrued PTO exceeding the employee's annual PTO accrual, may cash out the PTO exceeding 100% of the annual accrual at 50% of value.

12.2.3 Scheduling. PTO shall be taken in at least one (1) hour increments. Residential employees may be required to take PTO leave in four (4) hour increments. Employees should submit an electronic communication to their immediate supervisor for approval. Such requests shall not be unreasonably denied. Employees are requested to give as much notice as possible when planning PTO.

The supervisor shall determine the maximum number of employees in a department/program that may be scheduled off at any one time consistent with reasonable department/ program staffing needs. Whenever possible, employees shall be given preference on the basis of seniority, in the choice of PTO scheduling. However, an employee whose PTO has been approved shall not have PTO denied within sixty (60) days of the requested PTO because of a later request from a more senior employee.

Whenever a holiday falls during an employee's PTO and such holiday would be paid to the employee in the event the employee was not on PTO at the time it occurred, the day shall be considered a holiday and not a PTO day.

12.2.4 Serious Illness Bank (SIB). Annually, eight (8) days/64 hours of leave shall be allocated to a Serious Illness Bank for the employee that may be accessed with FMLA eligibility or upon admission to a hospital or after the use of 24 consecutive work hours of PTO for illness. Any unused portion of the eight (8) days of Serious Illness Bank (for serious illness) shall be carried over up to a maximum accumulation of 520 hours.

Annually, twenty four (24) hours of Serious Illness Bank may be used for Wellbeing Days. They must be used in eight (8) hour increments and cannot be used consecutively. A maximum of three (3) Wellbeing Days may be taken per calendar year. Unused Wellbeing Days may not be added to the following calendar year. At the end of the calendar year, unused time remains in the Serious Illness Bank. Wellbeing Day requests will not be unreasonably denied.

#### 12.2.4.1 Healthy Families & Workplaces Act Leave.

As mentioned in Article 26, the Employer shall comply with any law, regulation or governmental order; and, shall comply with such laws as the Health Families & Workplace Act Leave, including should it be modified at a future date. Currently, and effective Jan. 1, 2021, all current Part-time II employees (and those hired thereafter) – not PTO eligible, shall begin accruing Healthy Families & Workplace Act Non-benefitted

(HFWANB) Leave at the rate of 1 hour for every 30 hours worked. These Part-time II employees will have a maximum accrual of 48 hours of HFWANB Leave. HFWANB leave will carry over from year to year, but the maximum accrual will remain 48 hours in all cases. HFWANB may be used for:

- A mental or physical illness, injury, or health condition that prevents them from working
- A medical appointment for preventative care, to get medical treatment, care, or diagnosis of a health condition
- Care for a family member needing care for the two reasons above
- Care for self or family member having been a victim of domestic abuse, sexual assault, or criminal harassment and needing leave to deal with the situation
- Due to a public health emergency, a public health official closes the employee's place of work or school/child care for the employee's child requiring the employee to be absent to care for the child.

An employee using HFWANB must note the reason in the Note field of the time system when requesting the leave. This bank of leave is not paid out upon termination of employment. An employee using HFWA leave must note the reason in the Note field of the time system when requesting the leave.

12.2.5 Central Sick Leave Bank. The purpose of the Central Sick Leave Bank is to provide income protection for employees who are faced with catastrophic, unscheduled, or unplanned illnesses. The days in this bank shall be equivalent to an individual's Serious Illness bank leave. During the months of October through December, all employees are eligible to contribute up to 12 hours from their existing Serious Illness Bank to the Sick Leave Bank for use in the following year. Any employee (unit and non-unit) may request up to 40 hours from this bank per calendar year so long as the following requirements are met:

- The employee must have at least one-year seniority,
- The employee must first have exhausted all of their paid leave, and
- A certification of illness by a physician or licensed practitioner is presented; or,
- Effective 1/1/2022 A certification of Parental Leave by a physician or licensed practitioner is presented.

Requests shall be submitted to Human Resources. No reasonable request shall be denied except that the total number of hours available for use by all employees, each year, shall be 500 hours.

12.2.6 FMLA Return Leave. Effective Jan. 1, 2020, employees returning from FMLA leave, in which the employee exhausts all paid leave (uses all SIB and PTO), upon return from a FMLA leave lasting longer than two (2) months (solid 8+ weeks, not intermittent), shall be granted 12 hours of PTO upon return to work.

12.3 Personal Leave of Absence. An employee may request an unpaid leave of absence for up to thirty (30) days for emergencies or union business. Requests for this leave shall be in writing and should include the reasons for the request.

Such a leave request shall not be unreasonably denied. The employee must have completed one (1) year of employment to be eligible. The supervisor shall consider the needs of the employee, consumers, and the program.

12.3.1 Group Health Coverage. The Employer shall maintain group health coverage for the duration of a personal leave, at the level and under the conditions that coverage would have been provided to the employee had the employee continued working and had not taken leave. The Employer requires the employee to pay the same portion of premiums as if actively employed. The Employer shall provide the employee advance written notice of the terms and conditions under which these payments must be made.

The Employer may recover from the employee the employee portion of premiums The Employer paid, if any, for maintaining group health coverage for an employee during leave if the employee fails to return from leave, unless it is beyond the control of the employee, e.g., serious health condition.

12.3.2 Notification. In any case in which the need for leave is foreseeable, the employee must provide their supervisor and a Human Resources Benefits Representative with written notice describing the need for, and duration of, the requested leave as soon as is practical. Requests shall not be unreasonably denied.

12.3.3 Return from Personal Leave. An employee returning from a personal leave of absence of thirty (30) days or less shall be returned to their former position as soon as possible after notifying the Employer of their availability to return to work but in no case later than five (5) working days. The Employer shall keep the position open as long as the Employer is reasonably able to secure adequate coverage and the leave of absence does not unduly interfere with the programs and/or operations.

The Employer agrees to make reasonable accommodations to work schedules and/or assignments to accommodate employees who are able to return to work with restrictions related to their work.

12.4 Family and Medical Leave Act Policy. This policy summarizes the employee's rights under the Family and Medical Leave Act (FMLA) of 1993, and describes what happens to employee benefits during an approved family or medical leave under the FMLA.

12.4.1 Eligibility. Any employee who has been employed at least 12 months and has worked at least 1,250 hours during the 12 months preceding the commencement of a leave of absence is eligible for family and medical leave of absence of up to 12 weeks if certain conditions are met. The 12 months of service need not be continuous. Therefore, rehires, part-time as well as full-time employees, may qualify.

12.4.2 Types of Leave Available under the FMLA.

12.4.2.1 Medical Leave. Employee's serious health condition:

- The ability of the employee to perform the essential functions of their position due to a serious health condition or pregnancy disability.
- The condition may or may not be work-related. Time off for an absence related to worker's compensation shall not be treated less favorably than other medical leaves of absence.

#### 12.4.2.2 Family Leave.

- Birth of a child.
- Parents' attendance at the birth of a child.
- Parent's care of a newborn child, if within twelve (12) months following the birth of a child.
- Placement of a child with the employee for adoption or foster care, if within twelve (12) months after the date of placement.
- Care for an employee's spouse, domestic partner (See definition of domestic partner in Section 19.10), child (under 18 years or disabled), or parent who has a serious health condition.
- Personal Family Medical Leave:
  - The employer shall also provide leave with the same length of leave, return rights, and other qualifying conditions similar to FMLA to provide care for a parent, individual In Loco Parentis, sibling, grandparent, grandchild, significant

person, and all of the above who are in-laws or step-relatives of the employee if these individuals are members of the employee's household and have a serious health condition.

An employee given Personal Family Medical Leave also retains their full rights to FMLA leave. If the necessity for the leave is foreseeable, an employee must notify a Human Resources Benefits Representative of the request for leave thirty (30) days in advance. In any case, notice is required as soon as practical. If the leave is foreseeable, based on a planned medical leave, the employee also must make a reasonable effort to schedule treatment so as not to unduly disrupt program operations.

If the leave is unforeseeable, the employee is expected to give notice to a Human Resources Benefits Representative of the need for family or medical leave as soon as practical under the circumstances. An employee requesting a foreseeable leave must complete a "Specific Notice: Family and Medical Leave" and provide appropriate documentation, as may be requested, to verify the reasons for the leave. Any request for leave based on a serious health condition, whether it involves the employee or a family member, must be made in a timely manner and be supported by appropriate medical certification. Documentation confirming family relationship, adoption, or foster care may be required.

If the leave stems from an employee's medical condition, the medical certificate must specify that the employee is unable to perform the essential functions of their job, including the duration of the work restriction. For leaves stemming from the medical condition of a family member, the medical statement must specify that the employee is needed to care for the family member. Please Note: Failure to provide notification and appropriate medical certification in a timely manner may result in delayed approval or failure to designate leave as FMLA-eligible.

**12.4.3 Length of Leave.** An employee's 12-month period is measured forward from the date an employee's first FMLA leave begins.

Employees must use Serious Illness Bank at the beginning of any family or medical leave of absence unless collecting workman's compensation, disability payments, or FAMLI (Family and Medical Leave Insurance). However, this does not extend the leave of absence period. Employees on leave for their own serious health condition or that of the employee's spouse or domestic partner (See definition of Domestic Partner, Section 19.10), child, parent, individual In Loco Parentis, legal guardian, sibling, grandparent, grandchild, significant person and all of the above relatives who are in-laws or step-relatives must use accrued Serious Illness Bank leave while on leave. While on unpaid leave, PTO and Serious Illness Bank will not accrue.

**12.4.4 Benefits During Leave.** An employee on an unpaid family or medical leave of absence shall be retained on the health plan the same as active employees,

except that the employee must make arrangements with a Human Resources Benefits Representative for payment of the employee's portion of the coverage premium. If the employee is on paid leave, appropriate deductions for health insurance will be made from the employee's paycheck. As with other types of unpaid leave, the employee will not accrue any employee benefits during the period of unpaid leave. Holiday pay is not granted if on unpaid leave. In the event that an employee fails to return from family or medical leave, the employee will be liable for their portion of premiums paid by the Employer to maintain insurance coverage unless:

3. The employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or a family member; or
4. The failure to return stems from circumstances beyond the control of the employee.

12.4.5 Return from Leave. Upon returning from leave, an employee shall be reinstated to the same or an equivalent position subject to the rules of FMLA. Medical certification is required verifying an employee's ability to return to work from medical leave. Failure to return to work on the day after the expiration of leave will result in termination of employment (unless arrangements for extension of leave have been made with a Benefits Representative).

12.4.6 Reduced Work Schedule — Intermittent Leave. In a limited circumstance as described below, an employee who is eligible for family or medical leave under the FMLA may be permitted to work a reduced schedule or receive periodic time off from work.

In cases of serious health condition of the employee or a family member, such leave may be permitted in circumstances when it is medically necessary. Appropriate medical certification will be required. However, where a reduced work schedule or intermittent leave is foreseeable based on planned medical treatment, the Employer reserves the right to temporarily transfer the employee to a comparable position that better accommodates the employee's recurring periods of leave. In other cases, in which employees are eligible for family or medical leave under the FMLA, such as pregnancy disability and child care, adoption or placement of a child, the Employer may review the individual circumstances involved in considering reduced schedule or intermittent leave requests.

Any time off permitted, based on a reduced work schedule or intermittent leave, will be treated in the same manner as absences under the family medical leave policy, and such absences will be applied against the leave permitted under such policy.

**12.4.7 Health Condition and Reasonable Accommodations.** If the Employer or the Employee reasonably believes that an employee's serious health condition is causing the employee to be unable to perform essential job functions or to be a 'direct threat' as defined by law, the immediate supervisor and Human Resources Representative shall meet with that employee to discuss possible reasonable accommodations to enable the employee to perform the essential functions of their job.

12.5 Family or Medical Leave of Absence for Employees Not Eligible for Leave Under the FMLA. An employee who is away from work for more than five (5) consecutive days due to any medical condition which prohibits the employee from performing their job, may be considered to be on a Medical leave of absence.

12.5.1 Eligibility. Employees with more than one year of service with the Employer who do not qualify for FMLA or employees who have not yet completed their first year of employment may request a family or medical leave of absence for up to three months with proper medical documentation. Such leave request shall be evaluated on a case by case basis considering the needs of the employee and the needs of the program.

#### 12.5.2 Types of Leave

- Medical Leave. An employee is experiencing a medical condition which prohibits the employee from performing their job.
- Family Leave. Same categories as covered by FMLA.

12.5.3 Group Health Coverage. Same rights as under FMLA.

12.5.4 Notification. In any case in which the need for leave is foreseeable, the employee must provide their supervisor and a Human Resources Benefits Representative with at least 30 days notice. If the need for leave requires that the leave begin sooner than 30 days, the employee must provide notice as soon as is practical.

12.5.5 Certification. The Employer requires physician's certification to support a medical leave request. The Employer may require periodic documentation from the employee's physician verifying the ongoing need for such medical leave.

12.5.6 Return from Medical Leave. Same return rights as under FMLA.

12.6 Medical Leave of Absence Policy for Employees Who Have Exhausted Their FMLA Entitlement. An employee who has exhausted their FMLA entitlement yet still requires additional time off may be eligible to receive an additional three months of leave. Proper medical documentation is required for an extension of leave. Such leave request shall be evaluated on a case by case basis considering the needs of the employee and the needs of the program. The same protections and responsibilities as with FMLA shall apply to group health coverage, notification, certification, and return to work issues. If leave in addition to the 12-week FMLA provision is desired, the request must be made in writing to the employee's supervisor and the HR Benefits Representative.

12.7 Military Leave. Employees who are members of a reserve component of the armed forces of the United States, or a member of the National Guard or the Air National Guard, are eligible for a paid two-week leave of absence, per year, for training duty. An employee may be eligible for leave of absence without pay for extended military training. The Employer will comply with the USERRA and any other applicable laws related to military service/ leaves of absence.

If the employee receives reimbursement for active and/or reserve duty, the reimbursement for the two-week paid leave must be endorsed to the Employer since the organization will pay the employee's wages. If reimbursement exceeds the employee's regular wages, the excess will be reimbursed to the employee.

**12.7.1 Military Leave Group Health Coverage.** In instances where military leave is of more than two weeks duration, the Employer will maintain group health coverage for the duration of military leave, at the level and under the conditions that coverage would have been provided to the employee had the employee continued working and had not taken leave. The Employer requires the employee to pay the same portion of premiums as if actively employed. The Employer will provide the employee advance written notice of the terms and conditions under which these payments must be made.

The Employer may recover from the employee the employee portion of premiums the Employer paid, if any, for maintaining group health coverage for an employee during leave if the employee fails to return from leave, unless it is beyond the control of the employee, e.g., serious health condition.

**12.7.2 Military Leave Notification.** In any case in which the need for leave is foreseeable, the employee must provide their supervisor and a Human Resources Benefits Representative with written notice describing the need for, and duration of, the requested leave as soon as practical.

**12.8 Bereavement Leave.** An employee may be granted from one (1) to five (5) paid leave days if a death occurs in the employee's immediate family. Bereavement may be extended an additional five (5) days, at the discretion of

management, for travel outside the country. Immediate family is defined as spouse, domestic partner (See definition of Domestic partner), parent/legal guardian, sibling, child (includes miscarriage, adopted, foster, or legal guardianship), aunt/uncle, niece/nephew, first cousin, grandparent, grandchild, great grandparent or great grandchild, a relative living in the same household, and all of the above who are step-relatives, in-laws, or individuals in loco parentis. Such leave may be approved by the employee's supervisor and shall not be unreasonably denied. The employee shall request the number of days off for such leave. If the employee needs additional time or if none of the above relative categories apply, the supervisor may approve PTO or leave without pay.

12.9 Court Leave. An employee who is required to serve as a subpoenaed witness in a suit resulting directly from the discharge of job duties is granted leave with pay. If an employee receives reimbursement from the court, it must be endorsed to the Employer.

An employee who is summoned as a juror in a Federal, State, County, or municipal court will be granted leave with pay. If an employee receives reimbursement for service on jury duty, the reimbursement must be endorsed to the Employer since the Employer will pay the employee's wages. If the reimbursement from the court includes mileage, the Employer will reimburse the employee.

If an employee is subpoenaed as a party to a court action for a personal matter, or matter relating to previous employment, the employee must use paid-leave time or leave without pay.

The employee may keep any reimbursement they receive.

12.10 Educational Leave. (See Article 18)

12.11 Apartment Manager Paid Leave. An apartment manager may use paid leave pursuant to article 12 of this agreement. While on paid leave the apartment manager shall be free to come and go from the apartment as they please. While on paid leave the apartment manager shall be free to consume alcoholic products on the premises as long as the apartment manager is 21 years of age or older, consumption and any period of intoxication occurs within the apartment manager's private residence only, the residents are not made aware of the use of alcohol, the residents do not participate in the consumption of alcohol, and the residents do not have access to alcoholic products.

## **ARTICLE 13 — HEALTH & SAFETY**

13.1 Assurance. The Employer shall take all reasonable measures to ensure a safe and healthy working environment. The parties agree to a cooperative effort to improve practices related to health and safety for our staff, our visitors and the people we serve. The Employer further agrees to meet all health and safety standards as required by applicable regulatory agencies. The Employer shall pay for employee physical exams and TB tests, or similar requirements, if necessary, to meet legal and licensing requirements.

13.1.1 Safety. When a concern regarding the safety of a staff member, visitor or person we serve arises, staff will initially work with their manager to resolve the concern. Safety concerns may include but not limited to: construction, mold, water damage, lack of water, flooding, fumes, extreme temperatures, ergonomics issues, concerns with people served, infectious diseases, and workplace design. If the

concern is not resolved through collaboration with their manager, the Employer agrees to meet with the Union and the affected employee(s), their manager, and an HR representative to discuss how to mitigate risk. If the risk(s) is unable to be mitigated, the Employer can reassign the employees to a different work area, assign different job tasks, or adjust the treatment offered for the person served in order to address the potentially unsafe work conditions.

- 13.2 Training. To ensure the wellbeing of our staff, the Employer shall provide periodic trainings available to employees, on issues related to health and safety. The Employer shall reasonably and in a timely manner ensure that trainings are provided on the following subjects: Intervention methods with aggressive people, first aid, communicable diseases, active threat, narcan administration, epinephrine autoinjector and other similar topics, where applicable. CPR shall be scheduled separately due to the nature of the training and shall be offered to all employees. Whenever employees are required to have such training for licensure and Mental Health Services standards, the training shall be mandatory. Other employees are encouraged to attend.
- 13.3 Trauma Debriefing Team. At least three (3) bargaining unit employees who meet the qualification and training requirements (appointed by the Union and approved by the Trauma Debriefing Coordinator) shall be part of the Trauma Debriefing Team. The trauma debriefing services offered to employees shall be timely and shall be provided by either internal or external personnel. Affected employees may request whether internal or external assistance is provided. Requests for external assistance shall be granted if financially feasible.
- 13.4 Drug-Free and Alcohol-Free Workplace. To ensure the safety and wellbeing of our staff, visitors, and the people we serve, employees must adhere to the Drug-Free and

Alcohol-Free Workplace Policy as outlined in the Employee Handbook. Upon reasonable suspicion of a violation to the Employer's Drug-Free and Alcohol-free Workplace Policy, an employee may be directed for testing. There shall be no random drug-alcohol testing during the term of this agreement unless required by law.

**13.5 Reporting of Accidents and Injuries.** If an employee suffers a work-related incident, injury and/or illness, the employee is required to immediately report the injury or illness to their supervisor (within 24 hours, unless medically unable to do so) and in conformance with the Colorado Worker's Compensation law. The injured employee must complete an on-line Confidential Incident Report and attach the Injury Report and report the injury to Human Resources and the supervisor, within 24 hours.

Employees must receive treatment for job-related injuries and/or illnesses from an Employer designated providers. Information on designated provider locations and telephone numbers is posted at every site.

If any employee is in an automobile accident while performing their duties, the employee is required to immediately report the accident (within 24 hours, unless medically unable to do so) to the employee's supervisor and complete the appropriate on-line Confidential Incident Report.

The Employer shall regularly communicate to employees what injuries/traumas may be covered by worker's compensation. Managers shall inform employees to complete the worker's compensation process for any possible physical injury or possible mental impairment due to a psychologically traumatic event upon learning of the possible injury or trauma.

## **ARTICLE 14 — COMMITTEES**

- 14.1 General. In order to facilitate communication and cooperation between the parties, committees may be formed by mutual consent to address areas of concern. If formed, the appropriate Union and Management representatives shall meet to discuss the nature of the concern and the guidelines for the committee. Union committee representatives will be paid for time spent during regularly scheduled hours, but not for hours spent outside of their regular schedule. Union committee representatives shall not be unreasonably denied release from their normal work in order to attend committee meetings.
- 14.2 Steward/HR Committee. The Steward/HR Committee shall be made up of the Union Organizer and up to four (4) Stewards and representatives of management as chosen by the Employer. The Committee shall meet at least quarterly, unless otherwise agreed to by the parties. While the Committee has no authority to manage the organization or change the collective bargaining agreement, it will discuss dayto-day internal workplace matters such as working conditions, safety, and related issues, with a goal of solving issues at the lowest level. The goal of the committee is to make the Employer a great place to work by collaborating to resolve both areas of mutual concern or disagreements between the parties.
- 14.3 Collaborative Partnership Committee. The Collaborative Partnership Committee shall be made up of four (4) representatives selected by the Union and 4 management representatives. The Committee shall meet as needed to discuss shared interests on broad, high-level issues important to both parties, such as social justice, community wellbeing and equitable access to resources and care, political (i.e., legislative and regulatory) work, goals around

industry standards and joint communications. The goal of the Committee is to deepen, strengthen, and make the relationship between the parties more fruitful.

## **ARTICLE 15 — WORKLOAD**

15.1 Workload. Workloads are determined by the program and/or departmental needs as a proper exercise of the Management Rights of the Employer. The Employer agrees that there shall be no excessive workload assignments which unreasonably impair health, well-being and/or safety of people served and/or employees, or quality of care. The employer shall post and make available to bargaining unit employees the recommended average caseload of people served for any given level of care. Any changes to existing levels of care or recommended average caseload of people served for an existing level of care shall be immediately posted and made available to bargaining unit employees. If a change is made to existing levels of care or recommended average caseload of people served, the Employer shall also post their rationale for the change(s) made.

The Union agrees that the Employer may assign more than the recommended average caseload of people served for an existing level of care assuming those assignments are reasonable, consistent with the employee's peers, and considers safety of the employee and PWS.

At times, employees may be asked, though may refuse, to support in additional tasks beyond those outlined by their job description due to temporary gaps in coverage.

15.2 Staffing. The employer shall take reasonable measures necessary to ensure good quality of care. Such measures may include recruitment, authorizing overtime (where applicable), and temporary assignment of additional staff as budgetary conditions permit.

## **ARTICLE 16 — STANDARDS OF CARE**

16.1 Performance. In the performance of their duties, all bargaining unit and management employees are required to follow the following Code of Professional Conduct and applicable Laws and Standards. Further, all bargaining unit and management employees are also expected to follow any applicable codes of ethics concerning their respective disciplines.

### 16.2 Code of Professional Conduct.

- Demonstrate respect for the rights and dignity of all people served and employees.
- Perform duties in a responsible, professional manner.
- Maintain a courteous relationship with people served, their families, and other employees, yet not let personal relationships interfere with professional responsibilities.
- Sexual relationships between employees and people served are never allowed.
- Never misrepresent the scope of the employee's professional skill, experience, or competence and always refer to persons with required experience when necessary.
- Report to the appropriate supervisor whenever unethical or inappropriate behavior or treatment is observed.
- Assure confidentiality for people served and employees; release information only as authorized and with the consent of the people served or employee, or in keeping with emergency and legal guidelines.

- Refrain from engaging in business with people served, such as selling or buying goods or services that are not part of the clinical program. Provide services to people served without discrimination on the basis of race, color, religion, national origin, sex, age, veteran status, sexual orientation, mental or physical disability, or for any other reason that is not relevant to treatment.

16.3 Laws and Standards. Employees and managers of the Employer will comply with all applicable laws, statutes, regulations, and policies related to the provision of care, including but not limited to:

- The Colorado Department of Human Services, Mental Health Services Standards/Rules.
  - Policies and Official Regulations for Mental Health Care and Treatment of the Mentally III Act.
- ( )The Child Protection Act of 1975.
- ( )Division of Mental Health Clinical Quality Assurance Guidelines and Medical Necessity Requirements.
- ( )Division of Mental Health Accounting and Auditing Guidelines.
- ( )All Mental Health Center of Denver Policies and Procedures.
- ( )The Colorado Mental Health Licensing Statute.
- ( )Any and all other relevant Rules, Regulations, and laws promulgated by a Federal State or Local governmental authority.

16.4 Reporting. An employee instructed to perform duties which he or she believes are in violation of an applicable law or regulation of the above Code of Professional Conduct may

refuse to perform such assignment provided the employee contact the Vice President of Human Resources, Director of Human Resources, and/or the Director of Compliance immediately and explain the reasons for refusal.

- 16.5 No Retaliation. No employee will be retaliated against for raising legitimate questions/concerns or reporting alleged violations. Employees shall have the right to union representation when raising concerns.

## **ARTICLE 17—JOB DESCRIPTIONS & PERFORMANCE EVALUATIONS**

17.1 Job Descriptions. The Employer agrees to develop job descriptions for all positions within the bargaining unit covered by this agreement. The Employer agrees to base such written job descriptions on the actual job duties of those classifications. If the Employer significantly increases the job duties and requirements of a particular classification, the Employer agrees to meet and confer with the Union regarding pay adjustments, if appropriate. The Employer agrees to provide the Union with a copy of all new bargaining unit job classifications and descriptions.

17.2 Substantial Duties of a Position of Greater Responsibility. If an employee performs the substantial duties of a position of greater responsibility (such as a manager/supervisor) to cover for the vacancy or a leave of absence for a period of 1 week or more, they will receive a ten percent (10%) pay increase for the duration of the assignment. An employee asked to perform management duties (such as clinical supervision) may refuse such duties. Employees, for the purpose of enrichment and developing additional skills, may volunteer to supervise volunteers, student interns, case manager assistant trainees, and people served in work programs, etc. without monetary remuneration.

- 17.3 Performance Evaluations. The Employer agrees that an employee performance evaluation shall be based on an employee's job performance during the current evaluation period. Employees will receive a regular performance evaluation within the first six months of employment and then annually thereafter. The purpose of performance evaluations is to provide employee feedback on job performance. If the employee's performance does not meet acceptable standards in all areas, the supervisor will inform the employee of what they need to do to bring their performance up to an acceptable level and provide a time frame for accomplishing this. Performance evaluations shall be subject to the grievance procedure. Employees shall have a scheduled meeting with their supervisor to review the performance evaluation. Employees shall be given reasonable notice of the scheduling of the evaluation meeting.
- 17.4 Performance Evaluations for Supervisors and Program Managers. The Employer agrees that the team members shall be given the opportunity to provide confidential input during the annual Catalytic Coaching process for their Supervisors and Program Managers. The results shall be compiled by Human Resources. There shall be no retaliation against an employee for providing input through this process.

## **ARTICLE 18 — EDUCATION AND TRAINING**

- 18.1 Education and Training. The Employer agrees to promote training and provide avenues to employee growth and development. Employee requests to participate in these opportunities shall not be unreasonably denied. The Employer will establish a job classification catalogue which lists wage scale, qualifications, skills, and education requirements for each job. The Employer shall offer

Vicarious Trauma Training at least twice annually, and shall offer Trauma Debriefing (under Article 13.3) as needed.

The Employer further agrees to survey employees every two (2) years, beginning in 2018 to gain a better understanding of all employee's training needs and interests. The results of the survey shall be shared with all staff within a month of the survey closing.

- 18.2 In-Service Training. The Employer agrees to promote input from employees on subjects for in-service training and make reasonable efforts to provide in-service training on those subjects within budgetary constraints. The Employer agrees to make a good faith effort to schedule in-service training so that they are available to all employees.
- 18.3 Employer Offered Education or Training. Employer offered education or training is defined as education or training that the Employer is actively recruiting employees to attend. Employer offered education or training shall not be unreasonably denied. For time spent in education or training outside the employee's regular schedule, employees shall get approval from their supervisor to flex their work hours or when not possible to flex, be paid additional pay at their regular rate of pay as well as their regular differentials. The employee shall document their time in their timesheet with a timesheet code. The Employer shall not cancel except in an emergency situation.
- 18.4 Employee Requested Education or Training. Employee Requested Education or Training is defined as education or training that the Employer is not actively recruiting employees to attend. Full-time and part time I employees are eligible for up to 24 hours of paid leave each calendar year for education or training. Requests for paid education or training must be for job-related training and, upon three weeks' notice, must gain approval by the supervisor. Such

a request shall not be unreasonably denied. For time spent in education or training outside the employee's regular schedule, employees shall coordinate with their supervisor to flex their work hours or be paid additional pay at their regular rate of pay as well as their regular differentials. The employee shall document their time in their timesheet with a timesheet code. The Employer shall not cancel except in an emergency situation, and the Employer shall reimburse the employee for any economic loss that is a result of the cancellation.

- 18.5 Extended Educational Considerations. Full-time employees, after at least one (1) year of service, who terminate employment with the company for the purposes of obtaining a higher education degree by attending an accredited college/ university for job- related education, will be given preference over other external candidates for current positions for which the employee is qualified. Upon hire within three (3) years of termination, they shall be returned to the same step in the wage scale they previously held, and returned to their previous seniority for purposes of leave accruals and benefits.
- 18.6 Licensing. The Employer agrees not to require a degree and/or certification of current clinical staff unless a degree and/or certification is required by law, standards and regulations applicable to the profession or if the requirements of a third-party funding source necessitate such a change. The Employer agrees to utilize best efforts to provide required supervision for employees seeking licensure and/or certification within the existing internal resources of the Employer.
- 18.7 Required Additional Qualifications. If the employee's current position requires the employee to maintain certification, licensure to perform their job duties, costs associated with certification, license renewal, or similar additional qualification shall be paid by the Employer.

- 18.8 Required Additional Qualifications. If the employee's current position requires the employee to maintain certification, licensure to perform their job duties, costs associated with initial certification, license renewal, or similar additional qualification shall be paid by the Employer.
- 18.9 LPC/LCSW/LMFT, Licensed Psychologist Licensure or Higher Degree/Certification. Direct Service Provider staff who become licensed or receive a higher degree shall be eligible to move to the appropriate wage scale at their current step at the beginning of the first pay period after completion of both the date of licensing (or degree/certification conferred) and written notification to Human Resources. In order to be eligible for an increase, the employee must be working in a Masters-level clinician position.

It is the responsibility of management to ensure that licensed staff is assigned to the most appropriate program site/team.

If an employee becomes a:

- A. Master-degree level clinician after being a Bachelor-level or non-degreed clinician, they shall be placed on the new wage scale at their current step, or
- B. LPC/LCSW/LMFT or a Licensed Psychologist after being a non-licensed clinician, the employee shall move to the new job classification and shall be placed on the new wage scale at their current step.

- 18.10 Tuition Assistance. Tuition assistance pursuant to The Employer's policy in effect as of November 2011, shall be available for bargaining unit employees on a first come, first-served basis. Unused portions of annual amounts shall not roll-over from year to year. The annual policy limit shall be \$4,000 per employee + up to \$75,000 in total each year of the contract.

## **ARTICLE 19 — BENEFITS (INSURANCE, RETIREMENT, FLEXIBLE SPENDING, etc.)**

19.1 Health Insurance. All bargaining unit employees working 30+ hours per week are eligible for health insurance, as well as their dependents (up to age 26), with inclusive coverage for spouses/spouses by common law marriage (regardless of gender or sexual orientation), and coverage for domestic partners (regardless of gender or sexual orientation) - (See definition of Domestic Partner in Section 19.10). Health coverage for an employee working 30+ hours begins on the first day of the month following date of hire or transfer/increase in hours to a benefits eligible position. (Example, if hired in February, benefits begin March 1).

Employees regularly scheduled for a 36+ schedule (for example, 3 — 12, 12.25, or 13 hr shifts + extra hours) shall be treated as 40 hours per week employees for benefit purposes.

The health/vision care and dental insurance premiums are listed in Appendix A.

Eligible employees electing to participate in the health insurance plan offered by the Employer shall be covered under a Point of Service Plan. This plan shall include employee co-pays as attached in Appendix A.

Premiums are shared by the Employer and the employee, and are deducted each pay period on a pre-tax basis. The schedule of premiums is attached.

19.2 Dental Insurance. All bargaining unit employees working 30+ hours per week, their spouses, domestic partners (regardless of gender - see definition of Domestic Partner in Section 19.10), and/or dependents (up to age 26) are eligible. Dental coverage for an employee working 30+ hours begins the first day of the month following date

of hire or transfer/increase in hours to a benefits eligible position. (Example, if hired in February, benefits begin March 1).

Eligible employees electing to participate in the dental insurance plan offered by the Employer shall be covered under a Dental Indemnity Plan. This plan shall include benefits and employee co-pays as attached in Appendix A. If the employee eligibility date is on or after 7/1, annual maximum is set to 50% of the regular annual maximum for the balance of first year only.

Premiums are shared by The Employer and the employee, and are deducted each pay period on a pre-tax basis. The schedule of premiums is attached in Appendix A.

- 19.3 Vision Care. All bargaining unit employees working 30+ hours per week, their spouses, domestic partners (regardless of gender - See definition of Domestic Partner in Section 19.10), and/or dependents (up to age 26) are eligible. Vision coverage for an employee working 30+ hours begins on the first day of the month following date of hire or transfer/increase in hours to a benefits eligible position. (Example, if hired in February, benefits begin March 1).

Vision Care is provided by the VSP insurance plan.

Premiums for Vision Care are included with the health care premiums, are shared by the Employer and the employee, and are deducted each pay period on a pre-tax basis. Health and Vision Care are under a single premium. The schedule of premiums is attached in Appendix A.

- 19.4 Non-Contributory Life AD&D Insurance. All bargaining unit employees working 30+ hours per week are eligible. Life Insurance Coverage is provided as a benefit of employment. The Employer provides a life insurance policy that pays one (1) times the employee's annual earnings up to a maximum of \$100,000. The AD&D benefit is for one

(1) times the employee's annual earnings up to maximum of \$100,000.

Employees in the co-responder position receive additional Life & AD&D Insurance due to the increased hazards of their role. Co-responder Life Insurance pays two (2) times the employee's annual earnings up to a maximum of \$200,000. Co-responder AD&D benefit is for two (2) times the employee's annual earning up to maximum of \$200,000.

Premiums are paid wholly by the Employer. Noncontributory life insurance coverage for an employee working 30+ hours begins on the first day of employment.

19.5 Voluntary Life Insurance. All bargaining unit employees working 30+ hours per week, their spouses, domestic partners (regardless of gender - See definition of Domestic Partner in Section 19.10), and/or dependents (up to age 26) are eligible.

If an employee desires additional life insurance coverage or coverage for spouse, same-sex domestic partner and/or children, coverage is available. Descriptions of available coverage limits are listed in Appendix A.

Premiums are set by the insurer and are paid by the employee.

Premiums are deducted from 24 pay checks per year on a pre-tax basis. Voluntary life insurance coverage begins on a schedule dictated by the insurer.

19.6 Retirement. The Employer shall make available to all employees working 30+ hours a Tax Deferred Mutual Fund Plan.

The Employer shall match up to 4% of annual base salary to all eligible employees with more than one (1) year of

service. Employees are eligible for up to a 5% employer match after two (2) years of service. All Employees shall be auto-enrolled at 4% to meet ‘Safe Harbor’ requirements. Upon completion of two years of service employees are eligible to receive an employer match up to a 5% employer match. Employees can change their percentage by contacting VOYA. Additionally, employees may contribute up to the maximum allowed by the IRS on a pre-tax basis to the retirement plan. There shall be no changes to the Retirement Program for the term of this Agreement.

- 19.7 FSA - Flex 125. All employees working 30+ hours per week are eligible. This program provides an opportunity for employees to set aside pre-tax dollars to be used in paying medical expenses not covered by health insurance as well as for dependent care. No premiums apply. Effective date is for an employee working 30+ hours begins on the first day of the month following date of hire or transfer/increase in hours to a benefits eligible position. (Example, if hired in February, benefits begin March 1.) After that deadline, the benefit can only be activated January 1 of each subsequent year. For the health care FSA, at the end of the plan year, an employee may roll-over up to \$570 to use in the next year. Any amount in excess of \$570 shall be forfeited. Unused dependent care FSA dollars do not roll-over.
- 19.8 Short and Long Term Disability. The Employer shall continue to provide all employees working 30+ hours per week with Short Term Disability Coverage. This benefit pays out 50% of a worker’s base weekly wages up to \$1,250 per week to workers who qualify. Long Term Disability pays 50% of a workers base monthly pay up to \$10,000 per month.

For the co-responder position Short and Long Term disability shall have an increased payout in recognition of the added potential for workplace injuries they may experience. For co-responders Short Term Disability pays 60% of the employee's base weekly pay up to \$1,250 per week. Long Term disability shall pay out 60% of their base monthly wages up to \$10,000 per month rather than the standard 50%.

The Employer shall pay the premiums for such coverage. There shall be no changes to the Short and Long-Term Disability plan for the term of this agreement.

19.9 Availability of Coverage. In the event that any of the Benefit Programs listed above are unavailable for renewal or if plan modifications are required by the Benefit Plan Carrier, the parties agree to meet to negotiate modifications and/or replacement coverage. Barring no required changes to the plans as defined by the insurers the parties agree there shall be no changes in coverage or premiums for the life of this contract.

19.10 Domestic Partners. For the purpose of administering the benefits package, Domestic Partner is defined as follows:

Two individuals regardless of the gender identity or sexual orientation of either individual who live together" \* in an intimate, long-term relationship of at least 12 months duration, with an exclusive mutual commitment similar to that of marriage, in which the partners share the necessities of life and agree to be financially responsible for each other's well-being, including "living expenses" \*\*. It should be further stipulated that partners are not married to anyone else, do not have another domestic partner, and are not related by blood closer than would bar marriage in the State of Colorado.

\* Live Together: means that the two individuals share a place to live. This agreement does not have to appear on the lease agreement or deed. As with marriage, one or both individuals are allowed to maintain a separate residence as long as the parties maintain a primary residence together.

\*\*Living Expenses: means the cost of basic food and shelter as well as legal liability for joint debts. Domestic Partners would not need to split living expenses. However, they would need to agree to provide for their partner in the event they cannot provide for themselves.

If an employee wishes to apply for coverage for a domestic partner, they must fill out an Affidavit of Domestic Partnership, available in the Human Resources Department.

## **ARTICLE 20 — MILEAGE, TRANSPORTATION, PERSONAL PROPERTY**

20.1 Driving of People We Serve. Clinical staff who have a valid driver's license may transport people served in vehicles owned by the Employer during the due course of business. If the employee is asked to drive/requests to drive an Employer owned vehicle, the employee shall be required to submit a copy of the employee's current driver license to Human Resources.

Employees shall not drive Employer owned vehicles without Human Resources' prior approval.

Employees who use their own vehicle to transport people served shall be required to obtain increased coverage per the terms specified in the Agreement for Business Use of a Personally Owned Automobile. Employees shall be reimbursed for the cost of the additional coverage up to a maximum of \$300 per six-month period.

If the employee is unable to transport people served due to licensing and/or insurance availability, such employee shall not be subject to disciplinary action and/or loss of position unless it is a requirement set forth in the job description. If such a driving requirement results in the loss of position, an employee shall be eligible to apply for open positions as specified in Article 10.

An employee who drives an Employer owned vehicle, who receives any moving violations at any time, must report the moving violation via a Critical Incident Report no later than the next scheduled workday as specified by the Employer insurance carrier.

Employees using their own vehicle for business-necessitated travel during the workday shall be reimbursed at the IRS rate for mileage reimbursement.

Additionally, annually, each employee who uses their personal vehicle for transporting people served and duties explicitly listed in their job description (not including commute to and from work) shall be reimbursed \$200 (per calendar year) for any vehicle related maintenance, deductible, detailing, etc.

**20.2 Damage to Personal Property.** In the event it is determined in the course of business that a person served is the direct and sole cause of damage to the employee's personal property located at the worksite, employee's vehicle, or property within the vehicle, the damage shall be remedied by the employer or the employee shall be reimbursed for documented damage. In the event it is determined in the course of business that a consumer is the direct and sole cause of damage to the employee's personal property located at the worksite, employee's vehicle, property within the vehicle, or while performing work duties outside of employer worksites, the damage shall be remedied or the employee will be reimbursed for documented damage.

20.3 Cell Phones. The employer shall issue a work phone, paid for by the Employer, to all employees who are community based and require a work phone. For non-community based staff they are provided alternative equipment such as laptops to complete work duties. The Employer shall not require nor compel the employee to place any application/software on their personal phone beyond the necessary authentication software to log in to the work network.

## **ARTICLE 21 — WAGES**

21.1 Wage Scales. The wage scales in Appendix “A” shall be attached hereto and hereby made a part of this Agreement. The wages reflected in Appendix A shall be effective from January 1st 2024 through December 31st 2026.

The wage scales applicable to new hires in Appendix “A”, shall be attached hereto and hereby are made part of this Agreement. At the time of hire, a written copy of these scales shall be provided to this new employee along with a copy of information showing how the individual’s salary was calculated, when applicable.

21.2 Payment of Wages. All disbursements for wages shall be made bi-weekly by check (electronic or other), which shall show the total number of hours worked and an itemized list of all deductions.

12.2.1 Method of Payment. Absent a hardship, employees shall utilize direct deposit, and complete an electronic funds transfer form.

21.3 Timesheets/Personnel Action Notices. Timesheets must be completed, attested to by the employee, and submitted to the employee’s supervisor (or designee), by the published deadline. If a timesheet is late, through no fault of the

employee, it shall be accepted and the employee shall be paid on the regular payday or as soon as possible thereafter. The Employer shall consider extenuating circumstances as reasons to pay an employee who fails to submit a timesheet by the deadline and shall be issued a check/paycard within twenty-four (24) hours and within regular business hours.

Other changes that effect payroll must be submitted to the Human Resources Department in writing by the published deadline or the changes will not be effective until the next regularly scheduled pay day. If the necessary approval is not submitted through no fault of the employee, it shall be accepted and paid on the regular payday or as soon thereafter as possible.

Payroll errors that are not a result of employee error shall be corrected by special check/paycard within twenty-four (24) hours of being reported and during regular business hours.

Neither the Employer nor any agent of the Employer shall alter a Timesheet once submitted by the employee without having consulted with and received approval from the direct supervisor, the employee, and a steward if the employee so requests.

21.4 Inspection of Records. The Union shall have the right to inspect the payroll records of any employee covered by this Agreement where the Union has reasonable grounds to believe that the Employer is not adhering to the terms of this agreement. The Employer shall make the payroll records available to the representative of the Union with advance scheduling notice to the Vice President of Human Resources, Director of Human Resources, or designee.

21.5 Reporting Pay. An employee who reports for scheduled work and who is sent home shall be paid a minimum of four (4) hours pay. Further, any employee scheduled for a relief assignment whose assignment is canceled within

forty-eight (48) hours of the relief assignment, shall be paid at least a minimum of four (4) hours pay. An employee who reports to cover a shift within two (2) hours of the call shall receive two (2) hours pay as a reporting bonus. This bonus shall not count as time worked for the calculation of overtime.

- 21.6 No Reduction in Wages and/or Benefits. No working conditions, hours, benefits, or rates of pay in effect as of the date of execution of this Agreement shall be diminished or curtailed because of the signing of this Agreement.
- 21.7 Nothing in this agreement shall preclude the Employer from paying bargaining unit employees more than the amounts specified in this agreement. The Employer shall meet and confer with the Union regarding any request to increase the pay of any position. If the Employer is found to be paying only specific bargaining unit employees more than the amount specified by this agreement the Employer shall remedy the situation by paying all other employees in the same job class a proportional increased amount retroactive to the date of the specific bargaining unit employees increase. Notice of such an event shall be given to the Union with no less than two weeks notice. The intention of this section is to prevent pay increases related to favoritism as opposed to addressing clerical errors.
- 21.8 Functionality of the Wage Scales for New Hires. The wage scales function in the following manner. A new hire in all job classes except LPC, LCSW, LMFT, Psychiatric Nurse I, Psychiatric Nurse II, Psychiatric Nurse III, or Nurse Practitioner shall be placed on step 1 on the wage scale corresponding to their job title. A new hire in the role of LPC, LCSW, or LMFT can be placed on step 2 of the wage scale in the event they have 12 months or more of paid relevant post licensure experience in the same or similar role in a clinical setting. A new hire in the role of Psychiatric Nurse I, Psychiatric Nurse II, or Psychiatric

Nurse III can be placed up to step 4 of the wage scale in the event they have up to 4 years of paid experience (i.e. 12 months=step 2, 24 months=step 3, 36 months=step 4) in a same or similar role in a psychiatric nursing facility (any type). A new hire in the role of Nurse Practitioner who has at least one (1) year experience providing Psychiatric Nurse Practitioner care to persons under the age of 21 at any level of care (outpatient, inpatient, crisis, etc.) may be placed as high as step 3 on the Nurse Practitioner wage scale.

On January 1 of each year of the contract, all bargaining unit employees, including newly hired employees in the previous year of the contact, shall be included in the annual movement to the next year's wage scale and graduated to the next step up, regardless of their date of hire. (Example - new hire is hired on December 20th 2023 at step 1, year one of the wage scale. On January 1st 2024, this employee would move to step 2, year 2.)

For the period from January 1st 2024 to December 31st 2024 employees shall be paid based on their step from the column labeled "Year 1" on the wage scale corresponding to their job title. On the date of January 1st 2025 all employees shall move to the column labeled "Year 2" on the wage scale corresponding to their job title and graduate to the next step up, and shall be paid accordingly. The amounts reflected on all wage scales are hourly rates of pay.

## **ARTICLE 22 — SUBCONTRACTING**

The Employer agrees to notify the Union at least thirty (30) days prior to entering into any subcontracting agreements within the scope of bargaining unit work. The Employer shall meet and confer with the Union concerning the impact of such contracting on the bargaining unit without the Union having the right to veto.

## **ARTICLE 23 – MANAGEMENT RIGHTS**

Unless limited by the clear and explicit language of this Agreement, management retains the right to direct and assign the work force, issue reasonable work rules, and perform other traditional duties, responsibilities, and prerogatives of management.

The Employer specifically has the power and the right to manage the business and direct the working forces, including, but not limited to, the right to determine and control the size and composition of the work force; including the number of employees in each job classification, to place work with independent contractors; to introduce new or improved methods, facilities, practices and procedures of operation, to hire, to suspend or discharge for just cause, to reduce working hours, to close any segments of the business, to assign work, to schedule working hours, to establish reasonable rules and regulations or to otherwise generally manage the Employer's business.

Nothing in this section shall be construed to supersede or nullify any of the provisions contain in other Articles.

## **ARTICLE 24 – CHECKOFF**

24.1 It shall be a condition of employment that all employees covered by this agreement shall become and remain members in good standing of the Union and pay union dues and initiation fees to the union.

The Employer shall give each new employee access to the Collective Bargaining Agreement with current wage scale upon acceptance of a bargaining unit position.

The Employer shall promptly remit to the Union: dues, initiation fees, and voluntary COPE contributions, deducted pursuant to such assignments. A list will be sent electronically supporting the amount of dues remitted including sufficient details of employee information and individual payments. Employee identification number, full legal name, preferred name, deductions (including any and all insurance premium(s), initiation fees, dues/fees, and COPE), paydate, current amount of deductions, benefit option, full home address, home phone number, cellphone number, work phone number, personal email, work email, job code, job title, date in job, original hire date, last hire date, termination date, date of promotion/transfer outside the bargaining unit, date of and type of any other form of separation from employment, amount of regular pay, rate of regular pay, differential(s) amount, differential(s) type, team code, team name, worksite location code, worksite location name, worksite location address, hours worked each pay period, status as full time, part time I, or part time II, date of birth, shift days of the week, shift start and end times, seniority date.

This list shall include and clearly designate all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted reclassified, downgraded, placed on leaves of absence of any type (including disability), placed on or recalled from layoff, separated (including retirement), added or deleted from the bargaining unit, or who have made any changes in Union deductions during the preceding monthly list.

24.2 Every employee covered by this Agreement must, for the life of this Agreement;

A. On or after the thirty first (31st) day of employment or the effective date of this agreement, whichever is later, become and remain a member in good standing of the

Union as a condition of employment. For the purposes of this paragraph, “good standing” means the tendering of the uniform initiation fees and uniform dues charged by the Union.

B. Any employee who fails to comply with Paragraph A above, shall be immediately discharged by the Employer.

C. The Union shall provide a union application for membership and payroll deduction authorization form for withholding of Union dues, initiation fees, and voluntary COPE, at the time of hire. These completed forms shall be sent to the Union.

D. The Employer shall, at the time of hire, inform each employee who comes under this agreement of the employee’s obligations under Paragraph A above. The Employer shall maintain its neutrality on the issue of union membership.

E. The parties acknowledge and agree that in addition to the written application/authorization and COPE forms above, the Union may also create equivalent electronic versions utilizing electronic signatures consistent with federal and state laws. The Union may use such electronic records to verify Union membership, authorization for voluntary deduction of Union dues from wages or payments for remittance to COPE funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations just as would be done with a paper form for purposes of this agreement.

F. The regular dues, initiation fees, and voluntary COPE contributions for regular employees shall be deducted from each paycheck after the 31st day of employment. From then on all subsequent checks shall have dues deducted from them and initiation fees shall be deducted until the fee is paid in full.

G. In the event an employee terminates his/ her employment before his/her initiation fee has been completed, the amount necessary to complete the initiation fee shall be deducted from the final paycheck. The Union shall provide a withdrawal card, if requested by the bargaining unit employee upon separation. If completed and returned to the Union, the employee may later be rehired at any employer unionized with SEIU and be exempt from an additional initiation fee for up to two (2) years.

H. Any employee who is currently paying dues or fees may switch status by completing a new union application for membership and payroll deduction authorization form and turning it into the union. Employees may not switch from due payer to fee payer 12 months after any union vote such as but not limited to contract ratification, bargaining team election, or executive board member election.

I. Any hours worked over forty (40) hours per week shall not be used to calculate dues.

All sums deducted for monthly dues/COPE and initiation fees shall be remitted to the Union not later than the fifteenth (or the working day immediately following) day of the month following such deductions.

- 24.3 The Union shall have the right to conduct an investigation, including the inspection and review of payroll records and timecards for up to one (1) year previous to the request date for all employees in the bargaining unit, in order to determine whether any provisions of this agreement have been violated. The Union shall give the Employer 90-days notice prior to the start of said investigation and provide a reason for the investigation. Should this investigation discover any violations during this one (1) year period, the Union shall notify the Employer of the violation. The Employer shall make any bargaining unit employee whole for any loss of wages suffered as a result of the Employer's

violations, including interest on the amount owed (at the current NLRB rate) for such losses. If the losses include back pay, then union dues and initiation fees not properly remitted to the union on this back pay shall be deducted from any amount of back pay owed to the employee. If the loss does not include back pay and there is a loss of Union dues and initiation fees not properly remitted, then the Employer shall make the Union whole for such losses.

24.4 All refunds of members' dues will be handled by the Union.

The Union shall indemnify the Organization and hold it harmless against any and all suits, claims, demands and liabilities which arise out of, or by reason of, any action which shall be taken by the Employer or the Union for the purpose of complying with the foregoing provisions of this Article.

The Employer further agrees to maintain its neutrality regarding the issue of Union membership. The Employer agrees that it will direct its supervisors to refrain from any negative statements about Union membership to its employees either individually or in groups, or take other actions directly impacting the employee's membership decisions.

## **ARTICLE 25 — NO STRIKES OR LOCKOUTS**

25.1 No Strikes or Lockouts. There shall be no strikes, lockouts, sympathy strikes, slowdown, work stoppage, or any other interference with, or interruption of, work during the term of this Agreement.

25.2 Duties in Compliance. In the event of an alleged violation of this Article by Union members, the Employer shall contact the Union immediately so that the Union can investigate the alleged violation and take reasonable steps to ensure compliance with this Article.

Any violations of this Article may be cause for discipline, up to and including termination, and such discipline shall be subject to the grievance and arbitration provisions set forth in this Agreement.

## **ARTICLE 26 — COMPLIANCE WITH THE LAW**

- 26.1 The Employer shall comply with all Federal, State, and Local ordinances, laws and regulatory agencies. In the event any law, regulation or governmental order, or the final decision of any court or board of competent jurisdiction affects any one or more provisions of this Agreement, the provision or provisions so affected shall be made to comply with the requirements of such law, regulation, governmental order or decision for the localities within the jurisdiction, and otherwise the Agreement shall continue in full force and effect.
- 26.2 Notices regarding Federal, State and Local ordinances can be found at <https://cdle.colorado.gov/>. The Employer shall notify the Union in writing if compliance will require modification of the Collective Bargaining Agreement. In the event the employer feels it is necessary to modify the collective bargaining agreement to comply with Federal, State, and Local ordinances, laws and regulatory agencies, the parties agree to negotiate over such proposed changes.

## **ARTICLE 27 — DURATION OF COLLECTIVE BARGAINING AGREEMENT**

Unless otherwise specified within the agreement, these agreement terms shall be effective from January 1st 2024 and shall remain in full force and effect through December 31st

2026, and shall thereafter remain in effect unless terminated or opened for negotiations by either party giving the other party written notice of termination or opening not less than sixty (60) days nor more than one-hundred-twenty (120) days prior to the expiration date. If the Agreement is not terminated or opened it shall remain in full force and effect. At any time thereafter upon sixty (60) days written notice by either party, the agreement may be reopened. If within 20 days of the entire agreement's expiration (December 31st 2026), and a new agreement has not been reached for 2027, the parties agree to use Mediation services toward reaching an agreement.

## **APPENDIX A:**

### **Wage Scales Bargaining Unit**

No bargaining unit employee shall make less than \$25.69/hr.

Effective January 1st, 2024 (January 2024, 2025, 2026 Wage Scale)

Wage Scale A			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$25.69	\$26.72	\$27.79
2	\$26.19	\$27.22	\$28.29
3	\$26.69	\$27.72	\$28.79
4	\$27.19	\$28.22	\$29.29
5	\$27.69	\$28.72	\$29.79
6	\$28.19	\$29.22	\$30.29
7	\$28.69	\$29.72	\$30.79
8	\$29.19	\$30.22	\$31.29
9	\$29.69	\$30.72	\$31.79
10	\$30.19	\$31.22	\$32.29
11	\$30.69	\$31.72	\$32.79
12	\$31.19	\$32.22	\$33.29
13	\$31.69	\$32.72	\$33.79
14	\$32.19	\$33.22	\$34.29
15	\$32.69	\$33.72	\$34.79
16	\$33.19	\$34.22	\$35.29
17	\$33.69	\$34.72	\$35.79
18	\$34.19	\$35.22	\$36.29
19	\$34.69	\$35.72	\$36.79
20	\$35.19	\$36.22	\$37.29

Wage Scale B			
Health Navigator II, Lead Maint Mechanic, Peer Spec II, Vocational Counselor I			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$27.35	\$28.44	\$29.58
2	\$27.85	\$28.94	\$30.08
3	\$28.35	\$29.44	\$30.58
4	\$28.85	\$29.94	\$31.08
5	\$29.35	\$30.44	\$31.58
6	\$29.85	\$30.94	\$32.08
7	\$30.35	\$31.44	\$32.58
8	\$30.85	\$31.94	\$33.08
9	\$31.35	\$32.44	\$33.58
10	\$31.85	\$32.94	\$34.08
11	\$32.35	\$33.44	\$34.58
12	\$32.85	\$33.94	\$35.08
13	\$33.35	\$34.44	\$35.58
14	\$33.85	\$34.94	\$36.08
15	\$34.35	\$35.44	\$36.58
16	\$34.85	\$35.94	\$37.08
17	\$35.35	\$36.44	\$37.58
18	\$35.85	\$36.94	\$38.08
19	\$36.35	\$37.44	\$38.58
20	\$36.85	\$37.94	\$39.08

**Wage Scale C**

Clinical CaseMgr I, HISM Coord I, House Resource Spec, Inventory Control Coord, MtlHlth Therapist I, Personal Financial Srv II, Res Counselor II, Service Success Spec, Vocational Counselor II, Vocational Sup II, Psychiatric Nurse I (LPN)

Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$27.85	\$28.96	\$30.12
2	\$28.35	\$29.46	\$30.62
3	\$28.85	\$29.96	\$31.12
4	\$29.35	\$30.46	\$31.62
5	\$29.85	\$30.96	\$32.12
6	\$30.35	\$31.46	\$32.62
7	\$30.85	\$31.96	\$33.12
8	\$31.35	\$32.46	\$33.62
9	\$31.85	\$32.96	\$34.12
10	\$32.35	\$33.46	\$34.62
11	\$32.85	\$33.96	\$35.12
12	\$33.35	\$34.46	\$35.62
13	\$33.85	\$34.96	\$36.12
14	\$34.35	\$35.46	\$36.62
15	\$34.85	\$35.96	\$37.12
16	\$35.35	\$36.46	\$37.62
17	\$35.85	\$36.96	\$38.12
18	\$36.35	\$37.46	\$38.62
19	\$36.85	\$37.96	\$39.12
20	\$37.35	\$38.46	\$39.62

Wage Scale D			
Vocational Counselor III, HISM Coord II, Lead PFS Advisor, Clinical CaseMgr II, Clin Case Mgr II HB/CS, Mtl Hlth Therapist II, MentHlth-TherapistII HB/CS, Prov Sped Teacher, Voc Proj Coord			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$28.89	\$30.05	\$31.25
2	\$29.39	\$30.55	\$31.75
3	\$29.89	\$31.05	\$32.25
4	\$30.39	\$31.55	\$32.75
5	\$30.89	\$32.05	\$33.25
6	\$31.39	\$32.55	\$33.75
7	\$31.89	\$33.05	\$34.25
8	\$32.39	\$33.55	\$34.75
9	\$32.89	\$34.05	\$35.25
10	\$33.39	\$34.55	\$35.75
11	\$33.89	\$35.05	\$36.25
12	\$34.39	\$35.55	\$36.75
13	\$34.89	\$36.05	\$37.25
14	\$35.39	\$36.55	\$37.75
15	\$35.89	\$37.05	\$38.25
16	\$36.39	\$37.55	\$38.75
17	\$36.89	\$38.05	\$39.25
18	\$37.39	\$38.55	\$39.75
19	\$37.89	\$39.05	\$40.25
20	\$38.39	\$39.55	\$40.75

Wage Scale E			
Mental Hlth Therapist/PhD, Project Coord I, Site Coord			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$32.00	\$33.28	\$34.61
2	\$32.50	\$33.78	\$35.11
3	\$33.00	\$34.28	\$35.61
4	\$33.50	\$34.78	\$36.11
5	\$34.00	\$35.28	\$36.61
6	\$34.50	\$35.78	\$37.11
7	\$35.00	\$36.28	\$37.61
8	\$35.50	\$36.78	\$38.11
9	\$36.00	\$37.28	\$38.61
10	\$36.50	\$37.78	\$39.11
11	\$37.00	\$38.28	\$39.61
12	\$37.50	\$38.78	\$40.11
13	\$38.00	\$39.28	\$40.61
14	\$38.50	\$39.78	\$41.11
15	\$39.00	\$40.28	\$41.61
16	\$39.50	\$40.78	\$42.11
17	\$40.00	\$41.28	\$42.61
18	\$40.50	\$41.78	\$43.11
19	\$41.00	\$42.28	\$43.61
20	\$41.50	\$42.78	\$44.11

Wage Scale F			
LCSW/LPC/LMFT			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$32.15	\$33.44	\$34.78
2	\$32.65	\$33.94	\$35.28
3	\$33.15	\$34.44	\$35.78
4	\$33.65	\$34.94	\$36.28
5	\$34.15	\$35.44	\$36.78
6	\$34.65	\$35.94	\$37.28
7	\$35.15	\$36.44	\$37.78
8	\$35.65	\$36.94	\$38.28
9	\$36.15	\$37.44	\$38.78
10	\$36.65	\$37.94	\$39.28
11	\$37.15	\$38.44	\$39.78
12	\$37.65	\$38.94	\$40.28
13	\$38.15	\$39.44	\$40.78
14	\$38.65	\$39.94	\$41.28
15	\$39.15	\$40.44	\$41.78
16	\$39.65	\$40.94	\$42.28
17	\$40.15	\$41.44	\$42.78
18	\$40.65	\$41.94	\$43.28
19	\$41.15	\$42.44	\$43.78
20	\$41.65	\$42.94	\$44.28

Wage Scale G			
LCSW - HB/CS, LMFT - HB/CS, LPC - HB/CS, Licensed Co-Responder, Project Coord II, Spec Ed Teacher			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$34.75	\$36.14	\$37.59
2	\$35.25	\$36.64	\$38.09
3	\$35.75	\$37.14	\$38.59
4	\$36.25	\$37.64	\$39.09
5	\$36.75	\$38.14	\$39.59
6	\$37.25	\$38.64	\$40.09
7	\$37.75	\$39.14	\$40.59
8	\$38.25	\$39.64	\$41.09
9	\$38.75	\$40.14	\$41.59
10	\$39.25	\$40.64	\$42.09
11	\$39.75	\$41.14	\$42.59
12	\$40.25	\$41.64	\$43.09
13	\$40.75	\$42.14	\$43.59
14	\$41.25	\$42.64	\$44.09
15	\$41.75	\$43.14	\$44.59
16	\$42.25	\$43.64	\$45.09
17	\$42.75	\$44.14	\$45.59
18	\$43.25	\$44.64	\$46.09
19	\$43.75	\$45.14	\$46.59
20	\$44.25	\$45.64	\$47.09

Wage Scale H			
Multimed Comm Strat I-II, Psychometrist, Spec Ed Teacher II			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$35.45	\$36.87	\$38.34
2	\$35.95	\$37.37	\$38.84
3	\$36.45	\$37.87	\$39.34
4	\$36.95	\$38.37	\$39.84
5	\$37.45	\$38.87	\$40.34
6	\$37.95	\$39.37	\$40.84
7	\$38.45	\$39.87	\$41.34
8	\$38.95	\$40.37	\$41.84
9	\$39.45	\$40.87	\$42.34
10	\$39.95	\$41.37	\$42.84
11	\$40.45	\$41.87	\$43.34
12	\$40.95	\$42.37	\$43.84
13	\$41.45	\$42.87	\$44.34
14	\$41.95	\$43.37	\$44.84
15	\$42.45	\$43.87	\$45.34
16	\$42.95	\$44.37	\$45.84
17	\$43.45	\$44.87	\$46.34
18	\$43.95	\$45.37	\$46.84
19	\$44.45	\$45.87	\$47.34
20	\$44.95	\$46.37	\$47.84

Wage Scale I			
Psychiatric Nurse II (RN)			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$36.12	\$37.56	\$39.06
2	\$36.62	\$38.06	\$39.56
3	\$37.12	\$38.56	\$40.06
4	\$37.62	\$39.06	\$40.56
5	\$38.12	\$39.56	\$41.06
6	\$38.62	\$40.06	\$41.56
7	\$39.12	\$40.56	\$42.06
8	\$39.62	\$41.06	\$42.56
9	\$40.12	\$41.56	\$43.06
10	\$40.62	\$42.06	\$43.56
11	\$41.12	\$42.56	\$44.06
12	\$41.62	\$43.06	\$44.56
13	\$42.12	\$43.56	\$45.06
14	\$42.62	\$44.06	\$45.56
15	\$43.12	\$44.56	\$46.06
16	\$43.62	\$45.06	\$46.56
17	\$44.12	\$45.56	\$47.06
18	\$44.62	\$46.06	\$47.56
19	\$45.12	\$46.56	\$48.06
20	\$45.62	\$47.06	\$48.56

Wage Scale J			
Psych Nurse III (BSN)			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$39.83	\$41.42	\$43.08
2	\$40.33	\$41.92	\$43.58
3	\$40.83	\$42.42	\$44.08
4	\$41.33	\$42.92	\$44.58
5	\$41.83	\$43.42	\$45.08
6	\$42.33	\$43.92	\$45.58
7	\$42.83	\$44.42	\$46.08
8	\$43.33	\$44.92	\$46.58
9	\$43.83	\$45.42	\$47.08
10	\$44.33	\$45.92	\$47.58
11	\$44.83	\$46.42	\$48.08
12	\$45.33	\$46.92	\$48.58
13	\$45.83	\$47.42	\$49.08
14	\$46.33	\$47.92	\$49.58
15	\$46.83	\$48.42	\$50.08
16	\$47.33	\$48.92	\$50.58
17	\$47.83	\$49.42	\$51.08
18	\$48.33	\$49.92	\$51.58
19	\$48.83	\$50.42	\$52.08
20	\$49.33	\$50.92	\$52.58

Wage Scale K			
Systems Analyst I			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$42.13	\$43.82	\$45.57
2	\$42.63	\$44.32	\$46.07
3	\$43.13	\$44.82	\$46.57
4	\$43.63	\$45.32	\$47.07
5	\$44.13	\$45.82	\$47.57
6	\$44.63	\$46.32	\$48.07
7	\$45.13	\$46.82	\$48.57
8	\$45.63	\$47.32	\$49.07
9	\$46.13	\$47.82	\$49.57
10	\$46.63	\$48.32	\$50.07
11	\$47.13	\$48.82	\$50.57
12	\$47.63	\$49.32	\$51.07
13	\$48.13	\$49.82	\$51.57
14	\$48.63	\$50.32	\$52.07
15	\$49.13	\$50.82	\$52.57
16	\$49.63	\$51.32	\$53.07
17	\$50.13	\$51.82	\$53.57
18	\$50.63	\$52.32	\$54.07
19	\$51.13	\$52.82	\$54.57
20	\$51.63	\$53.32	\$55.07

Wage Scale L			
Systems Analyst II			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$45.21	\$47.02	\$48.90
2	\$45.71	\$47.52	\$49.40
3	\$46.21	\$48.02	\$49.90
4	\$46.71	\$48.52	\$50.40
5	\$47.21	\$49.02	\$50.90
6	\$47.71	\$49.52	\$51.40
7	\$48.21	\$50.02	\$51.90
8	\$48.71	\$50.52	\$52.40
9	\$49.21	\$51.02	\$52.90
10	\$49.71	\$51.52	\$53.40
11	\$50.21	\$52.02	\$53.90
12	\$50.71	\$52.52	\$54.40
13	\$51.21	\$53.02	\$54.90
14	\$51.71	\$53.52	\$55.40
15	\$52.21	\$54.02	\$55.90
16	\$52.71	\$54.52	\$56.40
17	\$53.21	\$55.02	\$56.90
18	\$53.71	\$55.52	\$57.40
19	\$54.21	\$56.02	\$57.90
20	\$54.71	\$56.52	\$58.40

Wage Scale M			
Licensed Psychologist, Licensed Psyc HB			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$46.22	\$48.07	\$49.99
2	\$46.72	\$48.57	\$50.49
3	\$47.22	\$49.07	\$50.99
4	\$47.72	\$49.57	\$51.49
5	\$48.22	\$50.07	\$51.99
6	\$48.72	\$50.57	\$52.49
7	\$49.22	\$51.07	\$52.99
8	\$49.72	\$51.57	\$53.49
9	\$50.22	\$52.07	\$53.99
10	\$50.72	\$52.57	\$54.49
11	\$51.22	\$53.07	\$54.99
12	\$51.72	\$53.57	\$55.49
13	\$52.22	\$54.07	\$55.99
14	\$52.72	\$54.57	\$56.49
15	\$53.22	\$55.07	\$56.99
16	\$53.72	\$55.57	\$57.49
17	\$54.22	\$56.07	\$57.99
18	\$54.72	\$56.57	\$58.49
19	\$55.22	\$57.07	\$58.99
20	\$55.72	\$57.57	\$59.49

Wage Scale N			
Nurse Practitioner, Physicians Asst			
Step #	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
1	\$71.93	\$74.81	\$77.80
2	\$72.43	\$75.31	\$78.30
3	\$72.93	\$75.81	\$78.80
4	\$73.43	\$76.31	\$79.30
5	\$73.93	\$76.81	\$79.80
6	\$74.43	\$77.31	\$80.30
7	\$74.93	\$77.81	\$80.80
8	\$75.43	\$78.31	\$81.30
9	\$75.93	\$78.81	\$81.80
10	\$76.43	\$79.31	\$82.30
11	\$76.93	\$79.81	\$82.80
12	\$77.43	\$80.31	\$83.30
13	\$77.93	\$80.81	\$83.80
14	\$78.43	\$81.31	\$84.30
15	\$78.93	\$81.81	\$84.80
16	\$79.43	\$82.31	\$85.30
17	\$79.93	\$82.81	\$85.80
18	\$80.43	\$83.31	\$86.30
19	\$80.93	\$83.81	\$86.80
20	\$81.43	\$84.31	\$87.30

The following chart indicates which jobs are Overtime Exempt and which are Overtime non-exempt.

<b>Overtime Exempt (OE)</b>	<b>Overtime Non-Exempt (ONE)</b>
Systems Analyst I	Personal Financial Srv I
Physicians Asst	Mail Coord
Nurse Practitioner	Maint Mechanic
Psych Nurse III (BSN)	Lead Maint Mechanic
Psychiatric Nurse II (RN)	Therm Rem Tech
Mental Hlth Therapist/PhD	HISM Coord I
LCSW	HISM Coord II
LCSW - HB/CS	Site Coord
LPC	Psychiatric Nurse I (LPN)
LPC - HB/CS	Res Counselor II
Licensed Psychologist	Res Counselor I
Licensed Psyc HB	Food Serv Provider
LMFT	Vocational Sup II
LMFT - HB/CS	Child Watch Provider
Mtl Hlth Therapist II	Med Asst
Clinical CaseMgr II	House Resource Spec
Vocational Counselor II	Peer Spec I
MentHlthTherapistII HB/CS	Vocational Sup I
MtlHlth Therapist I	Admin Assistant
Vocational Counselor I	Inventory Control Coord
Clinical CaseMgr I	Warehouse Coord.
Project Coord I	Driver
Project Coord II	Lead PFS Advisor
Voc Proj Coord	Personal Financial Srv II
Spec Ed Teacher	Service Success Spec
Prov Sped Teacher	Peer Spec II
Systems Analyst II	Vocational Sup I
Multimed Comm Strat I-II	
Psychometrist	
Licensed Co-Responder	
Clin Case Mgr II HB/CS	
Vocational Counselor III	
On-Site Apt Mgr	

The parties agree to begin negotiating lease agreements for the apartment managers by January 22nd 2024 and complete negotiations by February 2nd 2024. From the period of January 1st 2024 to February 3rd 2024 the apartment managers shall pay the ‘HUD Fair Market Rent’ minus 50% (Discount Percentage) according to the below chart. From the period of January 1st 2024 to February 2nd 2024 no other conditions of the current living arrangements of the apartment managers shall be changed. On and after February 3rd 2024 the negotiated lease shall take effect and replace this section of appendix A regarding the housing of apartment managers. The lease shall be renewed annually and may result in changes to the Discount Percentage and/or the dollar figure of the ‘HUD Fair Market Rent’.

2024 HUD Fair Market Rent	Efficiency	1 Bedroom	2 Bedroom
Rent in Dollars	\$1,658.00	\$1,835.00	\$2,201.00

For Years 2024 and 2025 the parties shall reference the HUD Fair Market Rent for Denver-Aurora-Lakewood from the HUD website (<https://www.huduser.gov/portal/datasets/fmr.html>).

\*Some in the job categories Mental Health Therapist I and Mental Health Therapist II may be referred to as Health Navigator I and Health Navigator II respectively.

## **Pay Differentials**

Second language differential \$1/hr.

\*For direct service

Spanish/ASL differential \$2.50/hr.

\*For direct service

AON differential \$3/hr

CPRP(Non-licensed clinicians only) \$1/hr.

CAS/LAC(addictions) \$1/hr.

DBT/EMDR(per guidelines) \$1/hr.

Supervision differential per individual for \$.50/hr. (Max differential of \$1/hr. = for up to 2 supervisees)

Lead Nurse - Park Place & CCC(single staffed) \$2/hr.

Lead/Floater Nurse - R\$2/hr.

Residential Floater \$2/hr.

Housing Resource Spec. Super User \$1/hr.  
(After one year of service)

DayTreatment/Skyline (Tm422) \$1/hr.

Substitute Teacher \$20(Short Term)-\$40(Long Term)/day

On Call Nurse Practitioner/APN & Physicians Assistant/PA  
\$1150 (Regular)-\$1350 (Holiday)/week

\*Relocation Expense Reimburse-LCSW/LPC/LMFT/Lic.  
Psych./ASL/ Spanish:\$3,000

1) DBT/EMDR Premium:

DBT: A licensed mental health therapist (LCSW, LPC, LMFT, Lic. Psychologist) would be eligible for a pay differential with the following requirements:

A licensed mental health therapist is eligible for the \$1 hr. DBT pay differential if the following are met:

- Complete the week-long DBT Foundational training from Behavioral Tech. (training cost paid by Employer).
- The Foundationally and Intensively trained will serve DBT clients at least 10% of expected caseload.

EMDR: A licensed mental health therapist is eligible for the \$1 hr. EMDR differential if the following are met:

- Attend an EMDRIA approved training provided by an EMDRIA certified trainer (training cost paid by employer).
- Is an EMDRIA Certified EMDR therapist
- Has two years' experience in field of license (LPC/ LCSW/LMFT/Licensed psychologist)
- Has conducted at least 50 EMDR sessions with at least 25 clients
- Has received 20 hours of EMDR consultation by an EMDRIA Approved Consultant
- Submitted one letter of recommendation from one or more Approved Consultant(s) regarding one's utilization of EMDR
- Submitted two letters of recommendation from peers in the field regarding your professional utilization of EMDR in practice, ethics in practice and professional character

- Certificate of completion of 12 hours of EMDRIA Credits (training cost paid by employer)
- Read and agree to adhere to EMDRIA's Professional Code of Conduct Join EMDRIA and become Certified (certification enrollment paid by employer)
- The EMDRIA Certified therapist serves EMDR clients at least 10% of expected caseload.

The maximum pay differential for a therapist trained and providing services with both EMDR and DBT caseload would be \$1/hr. For a therapist providing service in both modalities, the caseload ratio remains 10%.

## 2) Voluntary Transfer:

When an employee voluntarily moves to another position they shall be placed on the new job's wage scale at their current step and on the current year of the scale. If an employee accepts a position on a higher wage scale they shall be placed on that scale on their current step (i.e. Residential Counselor II step 5 transfers to Case Manager II step 5). If an employee accepts a position on a lower wage scale they shall be placed on that scale on their current step (i.e. LPN step 5 transfers to Administrative Assistant step 5). If an employee voluntarily transfers to a position that has the same wage scale, they will remain on the same step on the wage scale for the new position and the net wage result will be neutral.

## 3) Language Premium:

An employee fluent in a language prevalent in the community served by the Employer or useful among people served by the Employer shall be entitled to a \$1.00 per hour premium above the employee's regular hourly rate. The premium for Spanish and American Sign Language shall be \$2.50 per hour. Employees fluent in more than one language shall not be eligible

for more than one premium. Prior to receiving the premium, an employee shall be tested to ensure fluency sufficient to assist a person served with clinical interactions. Any employee already receiving the language premium shall continue to receive the premium.

4) CAS Premium:

Employees in clinical positions who have a Certified Addictions Specialist (formerly known as CACII/ CACIII) or a Licensed Addictions Counselor (LAC) certification shall receive a \$1.00 per hour premium above their hourly rate. There shall be a 50 cents an hour differential for employees who are supervising bargaining unit employees toward their addictions counselor certifications during the period in which supervision is occurring. Maximum differential is 50 cents.

5) Licensed Supervision Premium:

There shall be a 50 cents an hour differential for licensed Master's level and Doctoral level employees who are supervising bargaining unit employees for their associated licensure during the period in which supervision is occurring. The differential offered is per employee supervised.

6) Lead Nurse Premium:

Bargaining unit employees employed in the Lead Nurse classification shall receive a \$1.00 per hour premium above their hourly rate.

7) Certified Psychiatric Rehabilitation Practitioner Premium:

Vocational Counselors and Vocational Project Coordinators who obtain a Psychiatric Rehabilitation Practitioner certification shall receive a \$1.00 per hour premium above their hourly rate.

8) Awake Overnight:

Awake Overnight shifts are defined as the following:

- Any shift that starts at or after 6:00 P.M. and includes working hours between 12:00 AM – 4:00 AM.
- The differential shall apply to all hours worked consecutively as part of a shift that meets the above criteria.
- Employees shall be paid a differential of \$3/hr for awake overnight shifts.
- Full time and part time bargaining unit employees assigned to a location and team where they regularly receive these differentials shall also receive these differentials when on paid leave.

9) Housing Resource Specialists:

Upon having 1 year as a Superuser with the State Database, salary shall increase \$1 per hour.

10) As Needed Shift Coverage:

This section only applies to overtime exempt employees. If an overtime exempt bargaining unit employee accepts an as needed shift at the Employer, all relevant provisions of this collective bargaining agreement apply to that shift. Wages for an as needed shift shall be calculated on the corresponding wage scale for the shift being covered. The employee shall receive as needed shift coverage pay at time and a half of their same step number. Any differentials that are attached to the employee shall be included in their pay. Wages shall also include any additional differentials associated with the shift covered. Example: Case Manager I at Step 5 with CAC differential covering for Residential II awake

overnight, will be paid at Step 5 for Residential II with CAC and awake overnight differentials. Additional as needed shifts are not eligible for additional benefits as outlined in Article 19. This section of the contract shall replace any “Second Job Agreement” (or similarly titled) contracts entered into by the employer and the employee prior to the ratification of this Collective Bargaining Agreement.

11) Substitute Teacher:

If a Bargaining unit employee is asked to perform the duties of a teacher as a substitute on an as needed basis they shall receive a differential of twenty dollars per day. If a Bargaining unit employee is asked to perform the duties of a teacher as a substitute on a long term basis they shall receive a differential of forty dollars per day.

12) On Call Nurse Practitioner & Physicians Assistant/PA:

While on call Nurse Practitioners/APN shall receive a differential of one thousand one hundred fifty dollars per week. While on call on a week containing a holiday (See Article 12 for list of applicable holidays) Nurse Practitioners/APN shall receive a differential of one thousand three hundred fifty dollars per week.

13) Remote Work:

During the hiring process, the Employer shall indicate if the job is office/community based, is eligible for a hybrid in-person and remote schedule, or is eligible to be entirely remote. This shall be indicated on the official offer letter given to the employee. For existing Employees, the Employer shall indicate if the job is office/community based, is eligible for a hybrid in-person and remote schedule, or is eligible to be entirely remote, upon request of the Employee. If an Employee indicates that they wish to be remote part time or full time they shall inform their manager and the manager shall discuss this request and determine if a reasonable accommodation can be made. The Employer

retains the right to modify this work location arrangement and will provide reasonable explanation of why the work location arrangement is being modified. The Employer shall also provide reasonable notice prior to any modification to the work location arrangement. All relevant provisions of this contract shall apply to a worker working remotely as they would to a worker working in-person. This section of the contract shall replace any “Out of State Work Agreement” (or similarly titled) contracts entered into by the employer and the employee prior to the ratification of this Collective Bargaining Agreement.

#### 14) Education Agreement:

If the Employer chooses to pay the expenses for a DBT, EMDR, CAS, or LAC educational course/test/fee for an employee, they may require the employee to remain employed with the Employer for one year starting from the date of educational course/test/fee completion or to repay the cost of the educational course/test/fee incurred to the Employer in lieu thereof. The Employer shall not unreasonably deny an employee the opportunity to obtain an educational course/test/fee that the Employer offers to pay for. This section of the contract shall replace any “Training/Employment Agreement” (or similarly titled) contracts entered into by the employer and the employee prior to the ratification of this Collective Bargaining Agreement. The Employer shall require an employee to sign a form acknowledging awareness of this section of Appendix A prior to paying the expenses for a DBT, EMDR, CAS, or LAC educational course/test/fee for an employee.

#### New Hire Determination of Placement on Wage Scale (Bargaining Unit Positions)

All New Hires starting on or after January 1st, 2024 shall be placed on the wage scale.

All New Hires shall be placed at Step 1, Current Year of the Wage Scale with the following exceptions:

- Any new employee who is a licensed clinician as an LPC/LCSW/LMFT can be placed no higher than Step 2, Current Year of the Wage Scale based on experience. Experience must be one year (12 months) or more and will be defined as paid post-licensure, full-time experience.
- Any Psychiatric Nurse (I, II, III) can be placed no higher than Step 4, Current Year of the Wage Scale based on experience. Experience will be calculated at a ratio of 1 step per 1 year (12 months) of experience up to 4 years. Experience will be defined as paid, full-time experience in a psychiatric facility or unit.
- A new hire in the role of Nurse Practitioner who has at least one (1) year experience providing Psychiatric Nurse Practitioner care to persons under the age of 21 at any level of care (outpatient, inpatient, crisis, etc.) may be placed as high as step 3 on the Nurse Practitioner wage scale.

On January 1st 2024 all bargaining unit employees shall move one step up from their step prior to January 1st 2024 and shall be paid according to the amount reflected on the wage scale of their job. If the current rate of pay of an employee is above step 20 of their job, the worker shall receive that wage and remain at that wage until step 20 of their job exceeds that wage at which time the employee shall receive wages equal to step 20. No employees will experience a decrease in their current rate of pay.

### Health, Vision and Dental Insurance Premiums

The premium's deduction for insurance coverage is each pay period for 24 pay periods on a before-tax basis. Coverage for an employee working 30+ hours begins on the first day of the month following date of hire or transfer/increase in hours to a benefits eligible position. (Example, if hired in February, benefits begin March 1).

Premiums are calculated according to the number of hours the employee is scheduled to work as follows:

**Smoke Free/Tobacco Free Premium Discount:** Each Employee who certifies that they are (and have been for the last 120 days) a non-tobacco user (or smoker who has completed the Employer smoking cessation program and created a smoking cessation plan with their medical provider) shall receive a bi-weekly discount in the amount of \$75.00.

The amount of the discount shall be \$75 per each pay period in which the employee has a health insurance deduction. As the \$75 discount is tied to the individual employee utilizing the health insurance, \$75 is the maximum discount applied to the health insurance premium per pay period.

### **CIGNA Local Plus**

#### Health, Dental, and Vision Premiums

Bi Weekly Contribution 40 hour/week employees (See article 19.1 for details)

	Employee	Employee & Children	Employee & Spouse	Family
Non-Smoker	\$34.50	\$136.00	\$155	\$237
Smoker	\$109.50	\$211.00	\$230	\$312

Bi Weekly Contribution 35 hour/week employees (See article 19.1 for details)

	Employee	Employee & Children	Employee & Spouse	Family
Non-Smoker	\$45.55	\$181.37	\$206.14	\$315.36
Smoker	\$120.55	\$256.37	\$281.14	\$390.36

Bi Weekly Contribution 30 hour/week employees (See article 19.1 for details)

	Employee	Employee & Children	Employee & Spouse	Family
Non-Smoker	\$61.85	\$246.59	\$280.48	\$429.02
Smoker	\$136.85	\$321.59	\$355.48	\$504.02

\*An addition to the CIGNA Local Plus plan beginning 2022 will be the ‘Nice Healthcare,’ this will be added at no expense to the employee.

\*Another addition to the CIGNA Local Plus plan beginning 2022 will be that there will be no copay for in-network mental health therapy visits.

\*As of 2022 the Employer shall switch from a vision reimbursement plan to the CIGNA VSP Insurance plan, at no additional cost to the employee.

### Cigna Dental Plan

Hours per Week	Employee	Employee & Children	Employee & Spouse	Family
40	\$6.68	\$13.35	\$13.35	\$20.03
35	\$8.16	\$16.70	\$16.70	\$25.22
30	\$10.01	\$20.03	\$20.03	\$30.05

\*An addition there will be no age limit on orthodontic care, beginning in 2022. Prior to 2022 the age limit was 19 years old. This will be added at no expense to the employee.

## VSP Vision Plan (Included in healthcare coverage)

	Employee	Employee & Children	Employee & Spouse	Family
Dollars per month	\$0	\$0	\$0	\$0

Gainsharing shall occur if:

For fiscal years 2024, 2025, and 2026 bargaining unit employees shall participate in a gainsharing program. If the Employer's Net Operating Margin is greater than 2.5%, then a gainsharing pool of funds shall be created.

The calculation of net operating margin is as follows:

Operating Revenue minus Operating Expense = Operating Income

Operating Income divided by Operating Revenue = Net Operating Margin

The calculation of Net Operating Margin shall be based on the audited financial statements for the Employer for the fiscal years ending June 30, 2024 June 30th, 2025, and June 30, 2026. The gainsharing pool of funds is defined as the Net Operating Margin dollars generated by Net Operating Margin between 2.5% and 4.0%.

The Employer shall provide the Union with the calculation of net operating margin and the gainsharing pool.

Twenty-five percent of the gainsharing pool of funds shall be allocated to a one-time gainsharing incentive to all bargaining unit employees. Each bargaining unit employee will be paid the same flat rate, which will be paid by November 30, 2024, November 30 2025, and November 30, 2026.

**APPENDIX “B”**  
**MUTUAL RESPECT AGREEMENT**

- 1) The parties shall make a good faith effort to respect each other.
- 2) The parties shall each take a positive approach to the mission of the Employer, including:
  - A. In communications to the public.
  - B. In communications to members of the other organization.
  - C. Nothing herein shall be construed to prevent either party from communicating to the public or its members relevant, truthful information relating to contract and labor issues, but shall prohibit the following:
    - i. Requests to third parties to refrain from funding a party or to condition funding on compliance with a certain behavior.
    - ii. Requests to third parties to refrain from donating to a party or to condition donating on compliance with a certain behavior.
    - iii. Requests to third parties to refrain from doing business with a party or to condition doing business on compliance with a certain behavior.
- 3) The parties agree to share financial information, market comparisons, survey results, and similar data relevant to the collective bargaining process. This specifically excludes SEIU's internal financial information.

- A. In collective bargaining, each party agrees to provide detailed financial data/analysis of the party's proposals at the table.
- 
- 4) The parties shall support each other's efforts in seeking improved funding for community mental health centers, especially the Employer.
  - 5) When the parties agree that other activities shall be mutually beneficial to both parties, they shall meet to discuss these activities and encourage participation in the activities.
  - 6) This Agreement is to set forth the expectation of a positive relationship between the two parties.
  - 7) If either party feels the other is in violation of this agreement, the party shall contact the individual(s) from the other party to discuss the issue and seek a positive resolution of the issue before seeking redress by grievance or arbitration. Regarding violations of the financially related portion of 2.c., if an arbitrator finds violation(s) of this portion of the Mutual Respect Agreement, the arbitrator shall assess a penalty of \$15,000 per incident.



## LETTER OF UNDERSTANDING #1



DATE: Tuesday, October 17<sup>th</sup>, 2023  
 FROM: Mental Health Center of Denver dba WellPower  
 TO: SEIU Local 105  
 RE: Union Bargaining Benefits Tentative Agreement

This document reflects the Tentative Agreement as offered by WellPower, wherein:

- Medical, Dental, Vision plans remain Cigna as outlined by the grid below.
- Increase to insurance premiums will be absorbed at 100% by the employer as outlined below.
- Noting that the plans outlined below and negotiated by this team.
- There currently are no Tobacco Users – 35hrs/wk. and 30hrs/wk. These two plans will also have no change in premiums.
- The commitment from SEIU Local 105 Union leaders to encourage and support bargaining unit members to actively participate in Nice Healthcare with the goal of doubling engagement from 14% to 28%.
- Parties agree to the increase in Deductibles as outlined below, and no other plan design changes.



Medical/Dental/Vision Premiums  
 Employee Premiums - Cigna PPO

	Current Plan - Monthly				Cigna PPO - Final Monthly				Medical Change %	
	Medical	Dental	Vision	Total	Medical	Dental	Vision	Total		
Non-Tobacco Users - 40 hrs/wk	EE	\$69.00	\$13.36	\$0.00	\$82.36	\$69.00	\$13.36	\$0.00	\$82.36	\$0.00 0% 0%
	EE + Spouse	\$310.00	\$26.70	\$0.00	\$336.70	\$310.00	\$26.70	\$0.00	\$336.70	\$0.00 0% 0%
	EE + Child(ren)	\$272.00	\$26.70	\$0.00	\$298.70	\$272.00	\$26.70	\$0.00	\$298.70	\$0.00 0% 0%
	Family	\$474.00	\$40.06	\$0.00	\$514.06	\$474.00	\$40.06	\$0.00	\$514.06	\$0.00 0% 0%
Tobacco Users - 40 hrs/wk	EE	\$219.00	\$13.36	\$0.00	\$232.36	\$219.00	\$13.36	\$0.00	\$232.36	\$0.00 0% 0%
	EE + Spouse	\$460.00	\$26.70	\$0.00	\$486.70	\$460.00	\$26.70	\$0.00	\$486.70	\$0.00 0% 0%
	EE + Child(ren)	\$422.00	\$26.70	\$0.00	\$448.70	\$422.00	\$26.70	\$0.00	\$448.70	\$0.00 0% 0%
	Family	\$624.00	\$40.06	\$0.00	\$664.06	\$624.00	\$40.06	\$0.00	\$664.06	\$0.00 0% 0%
Non-Tobacco Users - 35 hrs/wk	EE	\$91.10	\$16.32	\$0.00	\$107.42	\$91.10	\$16.32	\$0.00	\$107.42	\$0.00 0% 0%
	EE + Spouse	\$412.28	\$33.40	\$0.00	\$445.68	\$412.28	\$33.40	\$0.00	\$445.68	\$0.00 0% 0%
	EE + Child(ren)	\$362.74	\$33.40	\$0.00	\$396.14	\$362.74	\$33.40	\$0.00	\$396.14	\$0.00 0% 0%
	Family	\$630.72	\$50.44	\$0.00	\$681.16	\$630.72	\$50.44	\$0.00	\$681.16	\$0.00 0% 0%
Non-Tobacco Users - 30 hrs/wk	EE	\$123.70	\$20.02	\$0.00	\$143.72	\$123.70	\$20.02	\$0.00	\$143.72	\$0.00 0% 0%
	EE + Spouse	\$560.96	\$40.06	\$0.00	\$601.02	\$560.96	\$40.06	\$0.00	\$601.02	\$0.00 0% 0%
	EE + Child(ren)	\$493.18	\$40.06	\$0.00	\$533.24	\$493.18	\$40.06	\$0.00	\$533.24	\$0.00 0% 0%
	Family	\$858.04	\$60.10	\$0.00	\$918.14	\$858.04	\$60.10	\$0.00	\$918.14	\$0.00 0% 0%
Deductible	Medical Plan				PPO				PPO	
	In Network Individual				\$1,250				\$2,000	
	In Network Family				\$3,750				\$4,000	
	Out of Network Individual				\$2,500				\$4,000	
	Out of Network Family				\$7,500				\$8,000	
Employee Disruption of Provider Network					None					

Double the usage of members using Nice Healthcare.

WellPower Analee Del 10/17/23

Tentative Agreement 10-17-23  
 Tisha Werner

## **LETTER OF UNDERSTANDING #2**

The following is a Letter of Understanding between SEIU 105 (Service Employees International Local 105) i.e. the Union and Mental Health Center of Denver (d.b.a. WellPower) i.e. the Employer, henceforth referred to as the parties.

The parties agree to enter this LOU in the back of the Collective Bargaining Agreement ratified December 2023.

The parties agree that the Employer shall pay retroactive wages to all Part Time II employees who were employed from 9/22/20 to 12/31/2023 in order to make them whole for all losses incurred due to not paying them prorated Holiday pay as outlined in article 12 of the collective bargaining agreement.

The parties agree that the Employer shall produce a report outlining which employees were not paid prorated Holiday pay, the hours they would have normally worked, the prorating calculation, and the amount they are owed. The parties shall collaborate in attempting to contact current and past employees to provide them with these retroactive wages. The parties agree that this report shall be provided no later than January 10th 2024 and that checks shall be available for the retroactive wages no later than January 31st 2024.

The parties agree to dismiss the federal lawsuit relating to the underlying grievance.

WellPower Representative's Signature:  
Date: 12/20/2023

SEIU Representative's Signature:  
Date: 12/20/2023

## **NOTES**

## **NOTES**

