

CONTRACT

BETWEEN

SEIU

LOCAL 105

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 105**

AND



**Clinica Campesina Family
Health Services (d.b.a
Clinica Family Health &
Wellness)**

EFFECTIVE

November 15th, 2025 - November 13th, 2028

AGREEMENT

BY AND BETWEEN

**Clinica Campesina Family Health
Services (d.b.a Clinica Family Health &
Wellness)**

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION –
LOCAL 105**

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Preamble

This document is the Collective Bargaining Agreement (CBA) made between the Clinica Campesina Family Health Services (d.b.a Clinica Family Health & Wellness) 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'.

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 & Checkoff

- 1.1 The Employer recognizes the Union as the sole collective bargaining representative for both professional and non-professional (as defined by the National Labor Relations Act (NLRA)) full-time, and regular part-time employees employed by the Employer in the Crisis Intervention Services, and Withdrawal Management (and successor departments performing substantially similar client services), departments at the Valmont Clinica Family Health & Wellness facility in Boulder, Colorado; but excluding office clerical employees, Urgent Psychiatric (UP) Clinic employees, Medication-Assisted Treatment (MAT) team employees, confidential employees, managerial employees, guards, and supervisors as defined in the NLRA. This Agreement shall apply to any other classification(s) which may be established at the Valmont or successor location(s), during the term of the Agreement performing substantially similar client services. The Employer shall notify the Union

of its intention to create a new job classification which may perform work in conjuncture, complementing, or similar to the work already done by bargaining unit members, and the parties shall meet and confer regarding recognition and establishing an appropriate pay rate. At the contract bargaining, salary negotiations shall take place for all job classifications for which the Union has been recognized as the bargaining representative.

- 1.2 In the event that there is a sale or merger of the Employer's operations that includes the bargaining unit, the Employer agrees to make, as a condition of such agreement, a requirement the successor entity shall recognize the bargaining unit and retain bargaining unit employees in their current positions for a period of not less than four (4) months.

This clause shall not apply to any transactions in which the Employer transfers, assigns, or otherwise disposes of all or part of the bargaining unit other than a sale or merger. In such cases, the determination of successorship and related obligations shall be governed by the National Labor Relations Board precedent in effect at the time of the transaction.

- 1.3 The recognition of the current Collective Bargaining Agreement shall be the condition of any relocation of current positions covered by this CBA to any other location(s).
- 1.4 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 schedule 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. Monthly, by not later than the 10th day of the following month, a list

shall be sent electronically supporting the amount of dues remitted including sufficient details of employee information and individual payments. The list sent at the end of each pay period shall include the following demographic information: Employee identification number, full legal 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, cell phone number, work phone number, personal email (if provided by the employee), work email, job code, job title, date in job, original hire date, last hire date, termination date, date 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 name, worksite location address, hours worked each pay period, status as full-time part-time, date of birth, and seniority date. The Employer will give the Union notice of changes to the composition of the bargaining unit on a monthly basis.

1.5 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, employees must become and remain a member in good standing of the Union as a condition of employment or pay an agency fee if a *Beck* objector. 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 after notice and an opportunity to correct their compliance 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 new employee orientation meeting. These completed forms shall be sent to the Employer.
- 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.
- 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 the 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 thirty-first (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. 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 hours worked over forty (40) hours per week shall not be used to calculate dues. All sums deducted for dues/COPE and initiation fees shall be remitted to the Union not later than the fifteenth (15th) (or the business day immediately following) day of the month following such deductions.

- 1.6 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 ninety (90) calendar 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 within six (6) weeks of receipt of the records. After consultation between the Employer and the Union, the Employer shall make any bargaining unit employee whole for any agreed upon loss of wages, 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.
- 1.7 All refunds of members' dues will be handled by the Union. The Union shall indemnify the Employer 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.
- 1.8 New Union Member Orientation. The Employer shall allow a union presentation during the onboarding process for new employees (not later than the fifteenth (15th) day after the first day worked) to inform newly hired bargaining unit employees of their Union rights

and obligations, and to answer employee questions. The presentation shall last no more than one (1) hour and may not include management or non-bargaining unit employees. The Union is responsible for scheduling this presentation, which should take place during a shift in which a newly hired employee is shadowing at their assigned location. The Union representative shall not be paid by the Employer for time spent during this presentation. Employees representing the Union shall be responsible for obtaining coverage to attend orientation meetings.

- 1.9 **Hire Information.** By not later than ten (10) days after the first day worked, the Employer shall provide a written list of newly hired bargaining unit employees to the Union which includes for each employee: name, preferred name (if applicable and known), pronoun (if applicable and known), Job title, worksite name, wage rate, work email address, and personal phone number.
- 1.10 This recognition article survives the expiration of this agreement.

Article 2: Non-Discrimination & Compliance with the Law

- 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 for actual or perceived race or ethnicity, hair texture and length, protected hairstyles, hair color, skin pigmentation, religion, creed, age, sex, disability, national origin, immigration status, native language, military service/veteran status, pregnancy, body feeding/nursing, medical status, HIV Status, reproductive choices, body weight, sexual orientation, gender identity or expression, genetic information, ancestry, marital status, or status as a victim/survivor of domestic violence in accordance with all applicable federal, state, and local laws. Furthermore,

the Employer prohibits discrimination against any employee on the basis of actual or perceived other statuses protected by applicable state or local law, for engaging in “lawful off-duty activities” (as defined by CRS 24-34-402.5), for union membership/non-membership, or engaging in union activities. The Employer further agrees to duly consider reasonable accommodations for individuals with disabilities or other related impairments in accordance with the Americans with Disabilities Act (ADA) which may impact 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. Employees may have a Union representative present for these discussions.

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

- 2.2 Performance. In the performance of their duties, all bargaining unit members and the Employer are required to adhere to applicable laws. Further, all bargaining unit members are also expected to follow any applicable codes of ethics concerning their respective disciplines.
- 2.3 Reporting Patient/Client Care Concerns. Employees who have concerns about whether work tasks are unsafe or conflict with professional licensing standards may request to be relieved from an assignment.
- 2.4 No Retaliation. No employee shall be retaliated against for raising legitimate questions/concerns or reporting alleged violations. Employees shall have the right to Union representation when raising concerns.

- 2.5 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 parties shall bargain the impacts of the change in law, regulation or governmental order, or the final decision of any court or board of competent jurisdiction.
- 2.6 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 either party 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 meet and confer over such proposed changes.

Article 3: Definitions

- 3.1 **Full-Time.** An employee who is regularly scheduled to work thirty (30) or more hours per week. Full-time employees are eligible for benefits and PTO in accordance with applicable contract provisions.
- 3.2 **Part-Time.** An employee who is regularly scheduled to work less than thirty (30) hours per week. Part-time employees are eligible for prorated benefits and PTO in accordance with applicable contract provisions.
- 3.3 **Temporary Employees.** A temporary employee is defined as an employee hired directly by the Employer or hired through a staffing agency to work any predetermined work schedule; not to exceed six (6) months in duration. The six (6) month period shall be paused when there is an active job posting for the position being filled by a staffing agency employee. In instances where a temporary employee is replacing an employee on a leave of absence, the temporary status will automatically be extended for the duration of the leave. Temporary employees are not covered

by this collective bargaining agreement and are not required to pay dues or fees to the Union as a condition of employment. The Employer and the Union may mutually agree to extend the employment of a temporary employee beyond six (6) months, and shall bargain over the parameters of such an extension.

3.4 **Probationary Employees.** All new employees shall be considered to be employed on a probationary basis until so employed for ninety (90) consecutive calendar days, unless extended at the sole discretion of the employer as a probationary employee for no more than an additional thirty (30) days. During the probationary period, probationary employees shall be subject to immediate discharge at the sole discretion of the Employer and shall have no recourse to the grievance and arbitration procedures of this Agreement. Upon completion of the probationary period, such employee shall be placed on the seniority list as of their most recent date of hire with the Employer.

Article 4: Union Representation

4.1 **Union Access.** Any representative authorized by 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 in non-client-facing areas. The representative shall not interfere with the employees in the performance of their duties or disrupt clients, 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 worksite representation of employees in disciplinary and grievance meetings. There shall be a

limit of one (1) steward for every eight (8) bargaining unit members. The Union will notify the Employer in writing whenever a Steward is elected. The Union shall supply the Employer with a current or updated list of Stewards on request.

4.2.1 - Investigatory Meetings - For any investigatory meeting scheduled by the Employer, one Steward shall be paid to attend. If the steward is already scheduled during the time of the meeting they shall receive their base rate of pay and all applicable differentials they would have received had they performed their regular duties. If the steward is not already scheduled during the time of the meeting and is called in to represent they shall be paid only their base rate with no differentials. Stewards in training shall have the opportunity to shadow an existing steward on a case and shall be paid for that time by the Union. Additional Stewards shall not be paid for their participation without express, prior, written authorization by the Employer. The parties agree to schedule such meetings, at times when a Steward is on shift, or during any other time mutually agreed upon. Investigatory meetings shall be paused when required for purposes of client care. Employees may not require the attendance of a specific steward during investigatory meetings.

4.2.2 - Disciplinary Meetings - Disciplinary meetings are distinct from investigatory meetings in that a disciplinary meeting is one in which the employee merely receives notice of corrective action and no questions are asked of the employee. The Employer shall schedule disciplinary meetings at its discretion. An employee may request a steward for such disciplinary meetings and such requests shall not be unreasonably denied. If no steward is working, a steward may be called to participate. The off-duty Steward will not be paid by the Employer for participating in such a meeting. However, if the steward is scheduled to work at

the time of a disciplinary meeting, a steward will be paid by the Employer at their base rate and all differentials they would have received had they worked their normal shift for the time spent in such a meeting. An employee does not have a right to a steward's presence at any meeting in which they are merely informed of a disciplinary decision already made and an arbitrator shall not have authority to overturn or otherwise reduce a discipline based on the failure to obtain a steward for such a meeting.

4.2.3 - Grievance Meetings - For any grievance meeting scheduled by the Employer, one Steward shall be paid to attend. If the steward is already scheduled during the time of the meeting they shall receive their base rate of pay and all applicable differentials they would have received had they performed their regular duties. If the steward is not already scheduled during the time of the meeting and is called in to represent they shall be paid only their base rate of pay. Stewards in training shall have the opportunity to shadow an existing steward on a case and shall be paid for that time by the Union. Additional Stewards shall not be paid for their participation without express, prior, written authorization by the Employer. The parties agree to schedule such meetings at times when a Steward is on shift, or during any other time mutually agreed upon.

4.2.4 – Steward Meeting - The Employer shall allow a two (2) hour steward council meeting, inclusive of travel time, quarterly at the Stewards' base rate with no differentials. The Union shall schedule these meetings and shall provide at least two (2) weeks' notice to the Employer of the date and time such meetings are scheduled. Employees shall be responsible for obtaining coverage to attend steward meetings. Employees are responsible for reserving a meeting location.

4.3 Bulletin Boards. The Employer shall furnish reasonable

space at each work location for the installation of a dedicated 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 employee notices.

Article 5: Scheduling

5.1 **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. Employees must request planned time off at least four (4) weeks in advance unless otherwise mutually agreed to by the employee and Employer.

5.2 **Changes in Scheduled Hours and/or Location.** The employer retains the right to determine the days of the week that are worked and the start and end times of those shifts.

The principle of seniority shall apply to qualified employees involved in any changes in hours or location.

Employees in the following job titles will work shifts that are scheduled in twelve-hour increments, exclusive of breaks:

- Crisis clinician
- Substance use specialist
- Care coordinator-substance use

The Employer retains discretion to set schedules for the job titles of cook, and behavioral health technician.

Upon request of the Union or Employer, this provision may be reopened for bargaining over changes to its terms. In such a case, the parties agree to bargain in good faith over modifications to this provision and the Employer waives any right to declare impasse and implement such changes. The parties agree to be available for bargaining within two (2) weeks of such

notice and shall meet for not less than six (6) hours a day for at least one (1) day every two (2) week period, if requested by either party.

5.2.1 - Leadership Change to Schedule. In the case of leadership changing the schedule the employee shall receive thirty (30) calendar days' notice of such schedule change, unless mutually agreed to by the employee and the Employer. These changes shall be made in writing, and the employee shall have the right to Union representation.

5.3 Scheduling of Consecutive Shifts. On its posted schedules the Employer shall schedule consecutive shifts (i.e. any and all workplace activities, including but not limited to trainings, staff meetings, supervision, etc.) with no less than ten (10) consecutive hours between shifts, unless mutually agreed to by the employee and employer.

5.4 Consecutive Hours Worked. An employee may not work more than fifteen (15) consecutive hours for the wellbeing of both the employee and the clients. Leadership reserves the right to make exceptions for emergency situations, such as inclement weather or relief staff being unable to work scheduled shift.

5.5 Lunch Periods, Paid Rest Break Periods
Employees are responsible for self-releasing for up to a ten (10) minute paid rest break or up to two (2) five (5) minute paid rest breaks and lunch during their shifts for no less than ten (10) minutes for each four (4) hour period worked, or substantial portion thereof during such an employee's shift. For reference, the table below establishes break entitlement at the time of contract ratification.

Employees who are unable to take all of the rest breaks to which they are entitled in accordance with this provision, or who have been prevented or discouraged from taking a break to which they are entitled under this provision, should immediately notify leadership.

The Company will not threaten, coerce, discriminate or otherwise retaliate against any employee who reports a violation of this policy or files a claim or participates in an investigation, hearing or other process or proceeding related to an alleged violation of federal or state wage and hour laws.

Duration of Shift In Hours	# of 10-Minute Rest Breaks	Comments
0 to < 2.0	0	Employees who work up to two hours in a workday are not required or permitted to take a rest break.
> 2.0 to < 6.0	1	Employees who work more than two hours in a workday and up to six hours in a workday are allowed one 10-minute rest break (or two 5-minute rest breaks).
> 6.0 to < 10.0	2	Employees who work more than six hours in a workday and up to 10 hours in a workday are allowed two 10-minute rest breaks (or four 5-minute rest breaks).
> 10.0 to < 14.0	3	Employees who work more than 10 hours in a workday and up to 14 hours in a workday are allowed three 10-minute rest breaks (or six 5-minute rest breaks).
** Non-exempt employees who work more than 14 hours in a work period may be entitled to additional rest periods.		

5.5.1 - Meal Breaks. It is further understood that Employees who work at least a five (5) consecutive hour shift shall be entitled to take up to a thirty (30) minute unpaid meal break, which will be uninterrupted and duty-free. Employees are responsible for self-releasing for their meal break. Employees shall clock out and clock in at the beginning and end of their meal break. If circumstances make an uninterrupted thirty (30) minute meal break impracticable, the employee will be allowed an on-duty meal break to be taken on premises without any loss of time or compensation. Circumstances making an uninterrupted thirty (30) minute meal break impracticable include, but are not limited to, shifts where regulations require a minimum number of employees on the premises and there is not sufficient staffing to allow an employee to leave. Employees who are unable to take a meal break to which they are entitled in accordance with this policy must notify leadership by email of the circumstances that prevented the employee from taking the meal break. The Company will not threaten, coerce, discriminate or otherwise retaliate against any employee who reports a violation of this policy or files a claim or participates in an investigation, hearing or other process or proceeding related to an alleged violation of federal or state wage and hour laws.

Employees may make arrangements for unpaid meal breaks of up to one (1) hour with the express prior approval of leadership. In such circumstances, the employee must receive express approval to work past the end of their scheduled shift or be required to extend the scheduled shift due to unforeseen operational needs.

5.5.2 - Individual employees and leaders may mutually agree to allow an employee to leave the premises for up to one (1) hour as part of an unpaid duty-free meal break.

5.6 Scheduling Coverage

5.6.1 - Employees at twenty-four (24) hour Facilities.

The leader shall arrange for coverage for time off upon receipt of four (4) weeks' notice from the employee, unless mutually agreed upon with less notice by the leader and employee. The leader shall give a response to time-off requests within one (1) week of such request. Time off requests will be subject to the needs of the business, but shall not be unreasonably denied. The Employer shall offer current employees who wish to work extra hours beyond the employees' primary shifts the option to fill-in for absences created by vacations, sickness, and the like. If coverage is not secured by the beginning of the shift, leadership shall ask the staff on duty to volunteer to work beyond their scheduled shift. Except for circumstances that are both unforeseen and unforeseeable, employees who have agreed to pick up an additional shift but then call off for that shift with less than four (4) weeks-notice are responsible for finding replacement coverage. Failure to find a replacement shall be considered an unexcused absence.

5.7 Overtime. Working overtime is permitted when there is (1) prior approval from leadership, or (2) a need for such overtime in response to operational needs. Employees who work overtime without prior approval or when there is no operational need shall be subject to corrective action.

Article 6: Discipline And Discharge

6.1 The Union recognizes and acknowledges that the Company has a duty to maintain good discipline among its employees because the Company is responsible for the efficient operation of its business.

6.2 Just Cause. The Employer shall have the right to discharge, suspend, or discipline any bargaining unit employee for just cause. The Union and Employer acknowledge the Employer's right to have disciplinary procedures and policies.

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

6.3 **Disciplinary Process.** If the Employer has reason to discipline an employee, the Employer shall make a reasonable effort to impose such discipline in a timely manner, not longer than fifteen (15) business days after an investigation has concluded, absent unusual circumstances. Such discipline will not intentionally embarrass the employee before other employees, the clients, or the public. Disciplines will not unnecessarily be disclosed to other employees. All employees shall be treated with respect and dignity at all times.

6.4 **Investigatory Suspension.** When an employee is placed on suspension or administrative leave for the purpose of conducting an investigation into allegations of misconduct or policy violations, leadership will provide an explanation to the employee for the reason the suspension is being given before the suspension begins or at the time the employee is interviewed as part of the investigation. In the event that the investigation does not result in discipline the employee shall receive pay for work time missed at their base rate with no differentials. The parties acknowledge that the suspension or administrative leave may be converted to an unpaid suspension of no more than one (1) month with time served, if just cause exists.

6.5 **Performance and Misconduct Correction Process.** Corrective action may be given for failure to meet expectations with respect to policy/procedure; performance; behavior/conduct; and attendance. Corrective action will be issued in the following progressive steps:

1. First Warning;
2. Second Warning;
3. Performance Improvement Plan
4. (PIP)Termination

In cases of severe infractions the Employer may proceed directly to second warning, PIP, or termination.

If an employee goes twelve (12) months without any intervening disciplines for any reason first warning, second warning, and PIP performance/misconduct corrections issued more than one (1) year previously shall not be relied upon as the basis for further disciplinary action against an employee, although such prior disciplines may be used to establish other facts, such as knowledge.

6.5.1 - Performance Improvement Plans (PIP).

A PIP may be issued to an employee who is not meeting performance expectations. The PIP may be for thirty (30), sixty (60), or ninety (90) calendar days. During the time the employee is on the PIP, the employee will be expected to comply with the expectations set forth in the PIP and make regular progress on the plan. The Employer will have regular (with no more than three (3) weeks between) check-ins (during time that the employee regularly works) during the PIP to evaluate the progress with the employee. The Employer shall provide support that may include additional training, shadowing, supervision meetings, and/or any other resources that will help the employee be successful; support options listed here shall not be denied, without reason. If after regular check-ins and customized support, the employee fails to meet or exceed the expectations set forth in the PIP within the time frame indicated, this may result in termination. Such actions are subject to just cause review. The Employer may extend the duration of the PIP if the employee has demonstrated improvement but has not met or exceeded all expectations. The employee shall have the right to Union representation when initially receiving the PIP.

- 6.6 Discharge and Suspension Notification. The Employer will notify the Union in writing via email of any discharge or suspension within seventy-two (72) hours, in the event that a holiday in combination with a weekend makes the seventy-two (72) hour window unfeasible the timeframe shall be extended by an additional twenty-four (24) hours.
- 6.7 Right to 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. Such a meeting shall include a short explanation of the purpose of the meeting. The Employer may have a witness present during the investigatory meeting. Prior to starting a disciplinary or investigatory meeting, the Employer shall inform the employee that they have a right to Union representation.
- 6.8 Review of Files. All employees shall have the right to review their personnel files. Neither the Employer nor employee may remove any documents from the personnel record unless mutually agreed upon, and the employee 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 or by requesting an electronic copy of their file; the Human Resource Director or designee must be present while the employee is reviewing the file.

Article 7: Grievance And Arbitration

- 7.1 Purpose. The purpose of the grievance procedure is to provide a means for prompt and orderly resolution of disputes between employees and the Employer.
- 7.2 Informal Resolution. The parties encourage employees to engage in the informal resolution process to resolve misunderstandings and to avoid unnecessary

grievances. Therefore, employees are encouraged to discuss the subject matter of a potential grievance with their immediate leader before filing a formal grievance. If an employee engages in informal resolution with their leader, it shall pause the timelines of the grievance process for up to seven (7) calendar days unless the leader indicates in writing that they no longer wish to discuss the matter via informal resolution, or in the event that the Union files a grievance.

- 7.3 **Definition.** For purposes of this Agreement, a “grievance” is defined as any dispute or disagreement arising under and during the term of this Agreement by an employee against the Employer or by the Union on behalf of represented employees alleging a violation, misinterpretation or misapplication of an express provision of this Agreement.
- 7.4 **Step 1.** A grievance shall be documented in writing and submitted to leadership and Human Resources within eleven (11) calendar days of the event, giving rise to the grievance or the end of the informal resolution step if such step was utilized. The written grievance shall state the facts of the grievance, information requested (if any), and the remedy/relief desired. The grievant, their Union Steward/Representative, leadership, and the Human Resource Leader shall have a meeting to discuss the grievance within eleven (11) calendar days, unless events and circumstances preclude such meeting (i.e., scheduled vacation). The leader shall submit their written response within eleven (11) calendar days following the Step 1 hearing. If the leader denies the grievance, the response shall state the reasons for the denial. The Employer’s failure to provide a written response within fifteen days shall be construed as a denial of the grievance at Step 1.
- 7.5 **Step 2.** If the grievance remains unresolved after Step 1, the written grievance must then be submitted to the Human Resource Leader within fifteen (15) calendar days of the end of step 1. A conference should be

held between the concerned parties within fifteen (15) calendar days, unless events and circumstances preclude such meeting (i.e., scheduled vacation). The Human Resource Leader shall submit a written answer within fifteen (15) calendar days following the conference. If the grievance is still denied, the response shall state the reasons for the denial. The Employer's failure to provide a written response within fifteen (15) days shall be construed as a denial of the grievance at Step 2.

7.6 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 to the Executive Vice President of Human Resources (or their designee) within twenty (20) calendar days after the receipt of the Employer's Step 2 response or construed denial of the grievance. If the Union elects to pursue a grievance through to arbitration, the parties will proceed as follows:

7.6.1 - If the parties are unable to mutually agree upon an arbitrator, then the Federal Mediation and Conciliation Service (FMCS) shall be requested to nominate five (5) potential arbitrators. All FMCS arbitration panels shall be drawn from the regional pool of arbitrators. The arbitrator shall be selected as follows: From this list of five (5) prospective arbitrators, the Union and the Employer shall strike one (1) name until there remains only one (1) name on the list. A flip of a coin (or other verifiably randomized method) 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 and reporter, if utilized, equally. Only one (1) grievance shall be heard in an arbitration proceeding, unless otherwise mutually agreed upon between the Employer and the Union.

7.7 Time Limits. The time limits for processing grievances contained herein may be extended by the mutual consent of the parties made in writing. 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. If the Union fails to timely process a grievance through any step, the grievance shall be considered resolved based on the Employer's response at the last step through which the grievance was processed.

Article 8: Seniority

8.1 Definition. Seniority shall be defined as the length of continuous service with the Employer (or any of its predecessor organizations) from the first day worked. After ratification, if a non-bargaining unit employee enters the bargaining unit, their seniority date shall be the date they enter the bargaining unit for the purposes of layoffs, scheduling, and any other seniority-based processes in this Agreement.

8.1.1 - In the event that two or more employees began work on the same date, for each incident of a seniority matter between them, the employees shall meet with an HR representative and each employee shall roll a set of dice; the employee who rolls the highest number shall be considered more senior.

8.2 Termination of Seniority. An employee's seniority shall terminate if:

- Voluntary resignation or retirement
- Termination for just cause
- Failure to return to work upon expiration of an authorized leave of absence
- Layoff equal to or in excess of twelve (12) months

- 8.3 Accumulation of Seniority. For full-time and part-time employees, seniority shall accumulate based on length of continuous years of 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.
- 8.4 Seniority Rights. The parties agree that seniority shall be utilized only as specified in this agreement, specifically in transfers, scheduling, reductions in force/layoff, reorganization, paid time off, and leave accrual, or in any decision affecting two (2) or more employees.
- 8.5 Exit From and Return to Bargaining Unit. If the Employer hires a bargaining unit employee into a non-bargaining unit position, seniority will cease to accrue for the duration of time the employee remains outside of the bargaining unit. If the employee returns to the bargaining unit, they shall regain their prior accumulated seniority and their seniority will resume accruing.

Article 9: Job Postings, Selections, & Transfers

- 9.1 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) calendar days to the Employer's internal job board, and emailed to all employees. Bargaining unit employees shall be considered first before non-bargaining unit employees or external applicants.

Pay, 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 position. Bargaining unit employees shall submit an internal application to Human Resources stating their interest in an open position. The Employer shall within a reasonable amount of time post vacant positions and hire as budgetary and programmatic requirements permits.

9.2 Employment Restrictions. The Employer may employ individuals who are related by blood or marriage. However, such related employees shall not occupy positions which are in a direct line of supervision.

9.3 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 in order:

1. Demonstrable technical and specialized knowledge, and relevant educational background
2. Objective quantifiable performance and previous experience with preference given for length of service and performance with the Employer.

The Employer values and shall consider current employees for internal advancement.

Where scheduling allows, the Employer may offer to include bargaining unit employees on interview panels for external candidates for bargaining unit positions. The selection of panel members is at leadership's sole discretion. Such employees may provide input and express their opinions regarding a candidate's suitability for the position under consideration. Nothing in this provision shall be construed to limit or impair the Employer's exclusive right to select, hire, or reject any candidate, consistent with the Employer's management rights as set forth elsewhere in this Agreement.

Article 10: Job Security

10.1 Involuntary Transfers & Reorganizations. The Employer shall notify the Union prior to involuntarily transferring an employee or reorganization. In the event the Employer transfers or reorganizes a department impacting one or more employees involuntarily from one facility, department, or work area to an open position, the employee(s) who

possess(es) the required skills and qualifications for that position as delineated in the job posting shall be transferred in inverse order of seniority (i.e., the least senior employee(s) will be required to transfer). In the event of multiple involuntary transfers, the employees shall select bargaining unit positions to transfer into in order of seniority (i.e. the most senior shall select the position they transfer into followed by the next most senior). When transferring an employee, such employee shall receive thirty (30) calendar days notice of such transfer or reorganization.

10.1.1 Operational Reorganization Procedure. In the event an employee's position is eliminated and the Employer has another vacant position that the employee is qualified to fill, the Employer shall offer to transfer the employee to any available, comparable position, for which the employee is qualified. The employee may select or decline the offer to move to the open position. If the employee declines, no further opportunities will be offered. Employee(s) affected by reorganization shall supersede all other similarly qualified candidates not affected by a reorganization.

10.2 Reduction in Force/Layoff Notification. The Employer and the Union recognize the importance of promoting all reasonable avenues to enhance employment, hours, and positions for all employees. To meet this goal, when any job reduction in force/layoff would affect members of the bargaining unit or vacant jobs normally held by the bargaining unit, the Employer agrees to notify the Union at least thirty (30) calendar days in advance. The Employer and Union shall meet and confer soon after for the purpose of discussing said effect and allow the opportunity for employee input into the proposed changes and retention of current staff.

10.3 Reduction in Force/Layoff Procedure. The following procedure shall be used to accomplish a reduction in force/layoff (a net reduction in staff with insufficient vacancies to accommodate all qualified employees):

- In the event a vacant position is eliminated and no employee is affected by the elimination, the Employer shall inform the Union of the elimination of the vacant position and take no other action.
- First, temporary employees shall be reduced in force.
- Second, volunteers will be requested from the job classifications and divisions affected.
- Third, the least senior employee(s) in the job title of the division targeted for reduction/layoff shall be reduced/laid off. However, an employee slated for reduction/layoff may bump the least senior employee in the same job title in another division within the bargaining unit. The bumping process shall begin no later than fifteen (15) calendar days into the thirty (30) calendar day layoff notice. Bumping shall close thirty (30) calendar days after notice is given.

10.4 Lay-Off Notice. All employees to be affected by a reduction in force/layoff shall receive at least thirty (30) calendar days notice or thirty (30) calendar days pay at base rate with no differentials in lieu thereof.

10.5 Recall. In the event that the Employer performs a reduction in force/layoff and within one (1) year vacant bargaining unit positions become available, the Employer shall inform the Union prior to beginning the recall procedure. Employees reduced/laid off shall be recalled in order of seniority for any bargaining unit job vacancy for which they are qualified. Employees on lay-off status shall be informed of recall opportunities by contact from the Employer by telephone or email. The employee shall notify the Employer of their

decision regarding the available position within seven (7) calendar days of notification and may do so by telephone or email. If the employee accepts the position, the employee shall report to work no later than twenty (20) calendar 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.

Article 11: Paid Time Off (PTO)

11.1 The Employer and the Union agree that paid time off is essential to employee wellbeing, and by extension, quality of client care. The Employer shall not unreasonably deny employees' timely time-off requests. Scheduling replacement coverage shall be conducted in accordance with the provisions of Article 5 (Scheduling) of this collective bargaining agreement.

11.2 Organization Holidays. The following holidays shall be observed as holidays.

Holiday	Date(s) & Observed
New Year's Day	January 1st
Caesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Fourth of July	July 4th
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

When a holiday falls on a weekend there shall be an employer observed holiday to be designated at the discretion of the Employer.

11.2.1 Holiday Pay. All full-time and part-time employees performing client facing work shall be paid at two and a half times their regular hourly wage (including all applicable differentials) for all hours worked on the actual dates of the holiday listed above (defined as 12:00 am– 11:59 pm). All full-time and part-time employees performing client facing work shall be paid at one and a half times their regular hourly wage (including all applicable differentials) for all hours worked on the Employer observed holiday (defined as 12:00 am– 11:59 pm). Employees who use PTO on either the observed or actual dates of holidays shall be paid at their base rate with no differentials.

11.3 Paid Time Off

Employees covered by this Agreement and working a schedule of .5 FTE or more shall accrue paid time off (PTO) in accordance with the rates provided in the table below, prorated for employees who work less than 1 FTE but at least .5 FTE. PTO may be used for vacation, wellness, personal time, or illness.

Unused PTO may be carried over to the following year, up to a maximum level in accordance with the table below, based on years of continuous service. PTO accruals will stop when the maximum accrual level has been reached. Upon separation from employment, employees shall be paid the monetary equivalent of all earned and unused PTO at their final base pay rate, with no differentials applied.

Employees shall not be allowed to use more PTO than is available in their personal PTO bank.

As this collective-bargaining agreement provides for

the equivalent or more generous paid sick leave for covered employees, the Union and the Employer expressly waive the applicability of the Colorado Healthy Families and Workplace Act (“HFWA”), § 8-13.3-401 et seq., C.R.S.

Seniority	PTO Accrual at 1.0 FTE	Total Annual	Accrual Cap
0 to 3 years	7.69	200	225
3+ to 7 years	9.23	240	260
7+ years	10.00	260	280

Employees working less than .5 FTE shall only receive such leave as mandated by HFWA.

11.4 PTO Scheduling & HFWA. Employees should submit an electronic communication to the leadership team for approval. Except for the first forty-eight (48)-hours of HFWA-covered PTO, employees should provide four-weeks notice of intent to use PTO in order to ensure adequate staffing levels. Such requests shall not be unreasonably denied, while maintaining compliance with HFWA requirements. Employees shall be given preference for pre-scheduled leave on the basis of seniority. However, an employee whose pre-scheduled leave has been approved shall not have pre-scheduled leave denied within sixty (60) calendar days of the requested pre-scheduled leave because of a later request from a more senior employee. The parties expressly agree that approval of PTO for non-HFWA purposes with less than four weeks' notice shall occur on an *ad hoc* and non-precedent setting basis.

PTO used for HFWA-covered purposes will be denoted as such on an employee's timesheet. If the need for leave is unanticipated, employees must notify the Employer as soon as practicable that the leave was for HFWA-covered purposes and must denote this on their

timesheet or through another reasonable method. If an employee does not initially designate PTO taken with less than four-weeks notice as HFWA leave, the Employer may make a reasonable inquiry to determine if the leave was for HFWA-covered purposes, but may not require documentation beyond what HFWA allows, and will not retaliate against the employee for designating leave as HFWA leave. If, after inquiry, the employee confirms that PTO was used for HFWA-covered purposes, the Employer may update the employee's time records accordingly, consistent with HFWA requirements.

This PTO policy provides and shall be construed to provide paid time off (1) in at least an amount of hours and with pay sufficient to satisfy the minimum requirements of the "HFWA"; (2) for all the same purposes the HFWA and applicable rules cover, not a narrower set of purposes; and (3) under all the same conditions as in HFWA and applicable rules, not stricter or more onerous conditions, including with regards to accrual, use, payment, annual carryover of unused accrued leave, notice and documentation requirements, and anti-retaliation and anti-interference rights. Should an employee use all of their PTO for non-HFWA reasons, such as vacation, they will not receive additional leave under the HFWA, unless a public health emergency is declared after a team member uses all of their PTO for non-HFWA reasons. For more information on the HFWA, please review the Paid Leave, Whistleblowing, & Protective Equipment poster appended to this policy.

HFWA protections, including the right to use paid sick leave, anti-retaliation provisions, and other statutory rights, apply to the first forty-eight (48) hours of PTO designated and used for HFWA-covered purposes in each calendar year. After the first forty-eight (48) hours of PTO used for HFWA-covered purposes, additional PTO use is not governed by HFWA. Nothing in this clause shall be construed to diminish any right or protection provided by HFWA, nor to require

employees to find replacement workers as a condition of using HFWA leave.

11.4.1 – Conversion – For the year in which this agreement is implemented, the following rules shall apply for converting leave into the PTO bank

- i. Unused vacation will be converted into PTO, up to the accrual cap.
- ii. Up to 48 hours of unused sick time will be converted into PTO.
- iii. The personal holidays available for use that year prior to implementation will be prorated and rounded to the nearest hour. Employees who have used more than their prorated amount of personal holiday hours for the year will have the excess hours deducted from the PTO bank. Unused prorated personal holiday hours will be converted into PTO.
- iv. Sick leave used to that point in the year will be noted and applied to the employee's annual HFWA-covered leave allotment.
- v. Under no circumstances will the above-listed accrual caps be exceeded in the conversion process. Employees will not be paid for any unused hours in excess of the applicable accrual caps.

11.4.2 Healthy Families & Workplaces Act (HFWA) Leave. The Employer shall comply with HFWA subject to the express waiver and other conditions above.

11.5 Family Medical Leave and Insurance (FAMLI). The Employer shall comply with FAMLI.

11.6 Personal Leave of Absence: Non-Union-Related Leave. An employee may request an unpaid leave of absence for personal business. Requests for this leave shall be in writing. Such a leave request for up to thirty (30) consecutive days per calendar year may be denied in light of staffing levels and operational needs. The Employer shall require that an employee deplete PTO hours prior to entering unpaid leave status. The Employer retains complete discretion to approve or deny unpaid leave exceeding thirty (30) days on an ad hoc, non-precedent setting basis.

11.6.1 Group Health Coverage While on Personal Leave. Employees taking unpaid leave may qualify for COBRA insurance coverage.

11.6.2 Return from Personal Leave. An employee returning from a personal leave of absence shall return to their former position as soon as possible after notifying the Employer of their availability to return to work, but no later than seven (7) calendar days. The Employer shall keep the position open up to the length of time initially agreed upon, not to exceed thirty (30) days. While on leave the Employer shall find staffing coverage for the position. If the employee returns from leave by the date agreed upon, they shall return to their previous position with no loss in seniority. The Employer shall 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.

11.7 Personal Leave of Absence: Union-Related Leave. An employee may request an unpaid leave of absence for Union business. Requests for this leave shall be in writing. Such a leave request for up to thirty (30) non-consecutive days per calendar year may be denied in light of staffing levels and operational needs. The Employer shall not require that an employee deplete PTO hours prior to entering unpaid leave status. In no case shall an employee taking personal leave for Union

business take an entire calendar month of personal leave. No more than one employee in the bargaining unit shall be granted personal leave for union business at the same time, unless mutually agreed upon by the Union and the Employer, with the exception of bargaining in which case all bargaining team members shall be granted personal leave.

11.7.1 Group Health Coverage While on Personal Leave. Employees taking unpaid leave may qualify for COBRA insurance coverage.

11.7.2 Return from Personal Leave. An employee returning from a personal leave of absence for union-related reasons shall return to their former position as soon as possible after notifying the Employer of their availability to return to work, but no later than seven (7) calendar days. The Employer shall keep the position open up to the length of time initially agreed upon, not to exceed thirty (30) days. While on leave the Employer shall find staffing coverage for the position. If the employee returns from leave by the date agreed upon, they shall return to their previous position with no loss in seniority. The Employer shall 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.

11.8 Military Leave. The Employer will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable laws related to military service/leaves of absence.

11.9 Bereavement Leave. An employee may be granted forty (40) hours paid leave per calendar year if a death occurs among the employee's immediate family, which 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 leader and shall not be unreasonably denied. The employee shall request the number of workdays off for such leave. If the employee needs additional time, the leader may approve other leave. The forty (40) hours of leave is for employees working an FTE of 1.0 will be prorated for employees working less than an FTE of 1.0 but more than an FTE of 0.5.

11.10 Court Leave. An employee who is summoned as a juror in a federal, state, county, or municipal court will be granted leave with base rate with no differentials for the first forty (40) hours that the court requires the presence of the juror. The forty (40) hours of leave is for employees working an FTE of 1.0 will be prorated for employees working less than an FTE of 1.0 but more than an FTE of 0.5. The Employer shall not require an employee dismissed as a juror to return to work on the day of the dismissal; employees who work overnight shifts shall have a minimum of twelve (12) hours between being dismissed from jury duty and being required to report to a work shift. Documentation of the court's requirements shall be required of the employee. If the employee receives reimbursement from the court for the period paid by the Employer, the reimbursement 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. If the reimbursement from the court includes mileage, the Employer will reimburse the employee.

11.11 Educational Leave. (See Article 16)

11.12 Family and Medical Leave Act (FMLA). The Employer will comply with FMLA.

11.13 Voting. Voting is an important responsibility we all assume as citizens. The Employer encourages employees to exercise their voting rights in all municipal, state, and federal elections. Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for the employee to arrive late or leave early to vote in any election, the employee shall make arrangements with leadership no later than the business day prior to Election Day.

11.14 Public Health Emergency Paid Sick Leave (PHEPSL). During a public health emergency the Employer will comply with applicable public health mandates.

11.15 Parental Involvement Leave. Parental Involvement Leave Eligible employees may use PTO to attend academic activities for their school aged children. To be eligible, an employee must be the parent or legal guardian of a child enrolled in either public or private school grade K-12 or certain nonpublic home-based educational programs. Employees may take leave for the following academic activities: parent-teacher conferences, meetings about special education services, response to intervention, dropout prevention, attendance, truancy, or disciplinary issues. Leave without pay will be provided within the guidelines where the employee has exhausted accrued paid leave.

Article 12: Health and Safety

12.1 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 staff, visitors, and clients. The Employer further agrees to meet all health and safety standards as required by applicable regulatory agencies. The Employer shall pay for required tuberculosis (TB) tests, influenza vaccinations, COVID-19 vaccinations, if necessary and not already covered by the Employer's health insurance plan, to meet legal and licensing requirements. The

employees must first seek coverage through their health insurance plan. The existence of a co-pay or deductible shall not require the employer to pay for these services.

12.1.1 Safety. The Employer shall provide intranet access to, and at least one physically printed copy per team of, those policies the Employer has in place for safety hazard events. When a concern regarding the safety of a staff member, visitor, or client arises, staff will initially work with leadership to discuss the concern. Examples of safety hazard events may include, but are not limited to: power outage, construction, mold, water damage, lack of water, flooding, fumes, wildfire smoke, extreme temperatures, ergonomics issues, concerns with clients, infectious diseases, and workplace design. If the concern is not resolved through collaboration with leadership, the Employer agrees to meet with the Union and the affected employee(s), to discuss what steps, if any, should be taken to mitigate risk. If the risk(s) is unable to be mitigated and the Employer closes the location, the Employer shall pay the affected employees at their base rate with no differentials for all hours they would have worked until the risk(s) has fully abated.

12.2 Training. To ensure the wellbeing of staff and clients, the Employer shall provide periodic training(s) to employees on issues related to health and safety. The Employer shall reasonably and in a timely manner ensure training(s) are provided annually on the following subjects: crisis de-escalation and intervention methods with aggressive clients, first aid, communicable diseases, active threat, Narcan administration, 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 and the

method of training shall be at the sole discretion of the Employer. All mandatory health and safety training(s) shall be paid for by the Employer.

12.3 Drug-Free and Alcohol-Free Workplace. In accordance with the Drug-Free Workplace Act of 1988, the Employer prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including alcohol, during work hours, on the Employer's premises or other Employer work sites.

An employee who is arrested, charged, convicted, or pleads guilty or to no contest under a criminal drug statute for a violation occurring in the workplace must notify Human Resources within five (5) business days of such arrest, charge, conviction or plea.

Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. Please contact Human Resources with any questions. There shall be no random drug or alcohol testing during the term of this agreement, unless required by law.

12.4 Reporting of Accidents and Injuries. If an employee suffers a work-related incident, injury, and/or illness, the employee is required to report the injury or illness to leadership within twenty four (24) hours and accurately complete any required paperwork in a timely manner, unless medically unable to do so, and in conformance with the Colorado Worker's Compensation law. Employees who receive treatment for job-related injuries must receive such treatment from an Employer designated provider. Information on designated provider locations and telephone numbers will be provided as needed. If any employee is in an automobile accident while performing their duties, the employee is required to immediately report the accident (within twenty-four (24) hours, unless medically unable to do so) to leadership and complete any required paperwork in a timely manner.

12.5 Referrals to Telehealth. Bargaining unit employees have the right to discuss with leadership whether to meet with clients via telehealth in the event of a client posing a threat or risk of violence, or actively violent or aggressive behaviors. If approved by leadership, the bargaining unit employee will consult with their leader to request to provide services to that client via telehealth.

12.6 Availability of Clinical Consultation. The Employer shall ensure that a clinical consultant is available during work shifts. A clinical consultation shall be available for clinically relevant questions within thirty (30) minutes of receiving a call.

12.7 Clinica Policies. Employees shall comply with all Clinica Health and Safety policies, unless any policy conflicts with the language of this Collective Bargaining Agreement.

Article 13: Committees

13.1 General. In order to facilitate communication and cooperation between the parties, committees shall be formed to address areas of concern. The appropriate Union and Employer representatives shall meet to discuss the nature of the concern and the guidelines for the committee. Union committee representatives shall be paid by the Employer for time spent in these committees at their regular rate of pay. Union committee representatives shall not be unreasonably denied release from their normal work in order to attend committee meetings. The role of committees is advisory, rather than decision-making. Committees shall not have any authority to bargain or reach agreement over any terms or conditions of employment nor have any authority to change any terms of the Collective Bargaining Agreement. Committees shall hold their first meeting no later than sixty days (60) from the date of ratification of this agreement.

13.2 Labor Leadership Committee (LLC). Employees(s) and leadership shall be assembled to discuss day-to-day internal workplace matters, such as working conditions, and related issues. While the Committee has no authority to manage the organization or change the collective bargaining agreement, the goal of the committee is to make the Employer a sustainable place to work by collaborating to resolve both areas of mutual concern or disagreements between the parties.

13.2.1 The Employer and the Union shall each designate up to four (4) of their own participants. LLC meetings shall be scheduled quarterly by the Employer and may be canceled or rescheduled upon mutual agreement of the parties. Employees attending LLC meetings shall be paid at their regular rate of pay without differentials. This meeting shall not be held in lieu of regular staff meetings.

13.3 Safety Committee. The Union and the Employer shall designate up to four (4) union members/organizers and leaders to attend the Safety Committee. The Safety Committee shall meet quarterly for no more than two (2) hours to address workplace safety concerns and work together to implement solutions to improve safety. The committee shall address issues including, but not limited to:

- Safety of staff and clients
- Emergency preparedness
- Active threat
- Natural disasters
- Safety protocols (See Article 12)
- Safety training
- Staffing levels

13.3.1 Safety Committee meetings shall be scheduled quarterly or upon request and agreement of each party and may be canceled or rescheduled upon mutual agreement of the parties. Employees attending safety committee meetings shall be paid at their regular rate of pay without differentials. This meeting shall not be held in lieu of regular staff meetings.

Article 14: Job Descriptions & Performance Evaluations

14.1 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. The job descriptions shall include requisite and preferred qualifications, skills, and education. If the Employer significantly modifies 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 and revised bargaining unit job classifications and descriptions.

14.2 The employer shall never under any circumstances require the employee to perform managerial duties such as but not limited to training, hiring, firing, and HR tasks. The employer may require employees to allow other employees to shadow them. For the purposes of this section shadowing shall be defined as observing, assisting, demonstrating, explaining processes, and offering feedback on the performance of any given task. For the purposes of this section training shall be defined as ensuring that employees comply with workplace performance expectations and other compliance requirements.

14.3 At times, employees may be asked to support additional tasks beyond those outlined by their job description. An employee shall not be disciplined for expressing that the assigned task is not in a job description. However, if directed to perform a task that the employee believes is not contained in a job description, the employee shall comply and then grieve the instruction.

Article 15: Education & Training

15.1 Education and Training. The Employer agrees to promote training and provide avenues for employee growth and development. Employee requests to participate in these opportunities shall not be unreasonably denied.

15.2 In-Service Training. The Employer agrees to 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 trainings so that they are available to all employees, including pre-recorded or asynchronous training options where practicable.

15.3 Employer-Offered Education or Training. Employer-offered, leadership approved education or training shall not be unreasonably denied. The employee shall document their time spent in training on their timesheet with a timesheet code and shall be paid for such time at their base rate with no differentials.

15.4 Employee Requested Education or Training. Full-time and part-time employees may request additional education or training. Such requests for education or training must be submitted at least one (1) month in advance. Approval of such a request is at the Employer's sole discretion. The Employer has sole authority to determine if the employee will be paid for the employee requested training. If pay is approved for such training, the employee shall document their time spent in training on their timesheet with a timesheet code and shall be paid for such time at their base rate with no differentials. Once approved, the Employer shall not require the employee to work during the time of the scheduled training except in an emergency situation. Should the Employer require the employee to miss an approved training, the Employer shall reimburse the employee for the cost of the training. If the employee does not attend the training, the employee may be directed to work.

Employee requested training that is not submitted for approval one month in advance shall be considered by the Employer on a case-by-case, not precedent setting basis.

15.5 Education Agreement - If the Employer chooses to pay the expenses of an educational course/test/fee for an employee, they may require the employee to remain employed with the Employer for one (1) 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 require an employee to sign a form acknowledging awareness of this section of Appendix A prior to paying the expenses for an educational course/test/fee for an employee.

15.6 Licensing and Certification. Should the Employer implement additional degree and/or certification requirements for any position for any reason, employees currently holding that position but lacking the newly-required credentials shall be given notice of the new requirements and a reasonable period of time to obtain such credentials. Employees may be transferred to an available position for which the employee is qualified, if such a position exists, at the pay rate for such position at the Employer's sole discretion during any period in which the employee does not possess required credentials.

The Employer will pay for state license/certification renewal fees for the following certifications and/or licenses:

- Certified addiction specialist
- Certified addiction technician
- Licensed professional counselor
- Licensed clinical social worker
- Licensed marriage and family therapist
- Licensed addiction counselor

Article 16: Benefits

16.1 Available Benefits. The Employer shall offer the following benefits on the same terms as offered to all other employees in the organization: Health Insurance, Dental Insurance, Vision Care, Employer paid Life AD&D Insurance, Voluntary Life Insurance, Retirement, FSA - Flex 125, HSA (Health Savings Account), RTD Eco Pass, Employee Assistance Program (EAP), Pet Insurance, Employee Referral Program.

16.2 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 bargain the effects of modifications and/or replacement coverage.

16.3 Domestic Partners. In the event that both the state of Colorado and the United States of America no longer extend marriage rights to same sex couples, interracial couples, or other persons to whom the right is currently (as of date of ratification) extended towards, this section shall take effect and the employer shall continue offering benefits and all other stipulations of this contract to persons described by this section, pursuant to the Employer's ability to negotiate such changes with benefit providers and in accordance with the timeline agreed to with such benefit providers. For the purpose of administering the benefits package, Domestic Partner is defined as follows: Individuals who, regardless of their gender identities, sexes, or sexual orientations, "live together"** in an intimate, long-term relationship of at least twelve (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 should not be related by blood closer than would bar marriage in the State of Colorado.

*Live Together: means that the individuals share a place to live. This agreement does not have to appear on the lease agreement or deed. As with marriage, the partners 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 divide 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.

16.4 Benefit Enrollment. Employees may change their enrollment status for applicable benefit plans during open enrollment periods or upon the occurrence of a qualifying life event.

Article 17: Reimbursements and Transportation

17.1 Driving. If the employee is asked to drive or requests to drive an Employer-owned vehicle, the employee shall be required to submit a copy of the employee's current driver license and current proof of insurance to Human Resources. Employees shall not drive Employer-owned vehicles without Human Resources' prior approval. The Employer shall maintain the safety and effective functionality of the Employer-owned vehicles. If the employee is unable to drive 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 9. If an employee who drives an Employer-owned vehicle receives any moving violations at any time, that employee must report the moving violation to Human

Resources or be subject to discipline. Employees using their own vehicle for business-necessitated travel during the workday shall be reimbursed at the IRS rate for mileage reimbursement per Employer policy.

17.2 **Damage to Personal Property.** In the event it is determined in the course of business that a client 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 employee shall be reimbursed for documented damage for no more than \$500 per calendar year per employee. Compliance with this provision may not be arbitrated but may be grieved through the second step.

17.3 **Cell Phones.** Except for security and emergency purposes, the Employer shall not require nor compel employees to utilize their personal phone or other devices for work purposes.

17.4 **Reimbursement.** Bargaining unit employees shall not use personal funds for the purchase of any item(s) for use by the company, unless by mutual agreement between the employee and the Employer.

Article 18: Wages

18.1 **Wage Schedule .** The wage schedule in Appendix A shall be attached hereto and hereby made a part of this Agreement. Wage increases shall be effective on the first day of the first pay period following ratification of this agreement by the parties. This date shall be known as the "Anniversary date." Raises in years two (2) and three (3) of this agreement shall be effective as of the start of the first pay period following the anniversary date of those years.

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

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

18.3 Timesheets/Personnel Action Notices. Except in cases of a technical error on the part of the electronic timecard system, employees are responsible for clocking in and clocking out to reflect their working time and they shall be paid each pay period for the time spent working as reflected by their timesheets. Timesheets must be accurately completed, attested to by the employee, and submitted to the employee's leader (or designee) by the published deadline. Employees must regularly verify the accuracy of their time.

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 will make a good faith effort to contact an employee before modifying a timely-submitted timesheet. If the employee is available to talk, the employee may request the presence of a Steward and such request shall be granted in cases where a Steward is immediately available.

18.4 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.

18.5 Reporting Pay. An employee who reports for scheduled work outside of their regularly scheduled hours and who is sent home for reasons other than unfitness for duty shall be paid for the time they worked plus one (1) hour. Employees shall not be sent home from their regularly scheduled shifts other than due to unfitness for duty or misconduct.

18.5.1 Surge Pay. Employees shall receive one hundred and fifty dollars (\$150) of pay in addition to hours actually worked for working surges, which occur when demand for services exceeds staffing capacity and additional employees are needed to meet client care obligations in a timely manner. Invocation of surge hours is at the sole discretion of leadership or the on-call provider, or any other person designated by leadership. Once an employee accepts a surge assignment, that employee agrees to work until released by leadership, not to exceed a regular shift.

18.6 The effectuation of this agreement establishes new terms and conditions of employment and the parties recognize that all claimed past practices are no longer in effect.

18.7 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 freezing the person's pay increases until wage scale placement catches up to or exceeds the excess wage rate they were being paid.

18.8 Functionality of the Wage Schedule. Pay shall be determined based on an employee's job title. For the purposes of this Article, Licensed Crisis Clinician and Unlicensed Crisis Clinician are distinct and separate job titles.

Article 19: Duration of Collective Bargaining Agreement

19.1 Duration of Agreement. This Agreement shall become effective on the first day of the pay period following ratification, which is Saturday November 15th 2025 and shall continue in effect until 11:59 pm, Monday November 13th 2028.

Article 20: No Strike/No Lockout

20.1 During the term of this Agreement, neither bargaining unit employees nor the Union shall cause, authorize, participate in, condone, threaten, sanction, or ratify any strike (whether sit-down, stay-in, sympathy, general, unfair labor practice, or any other kind), slowdown, sick out, picket within 20 yards of an entrance to any facility, or boycott. In the event any of the foregoing activity occurs, the Union shall promptly order such conduct to end. The Union shall furnish to the Employer, as soon as may be possible, evidence of its actions to end such conduct. Having done so, the Union will not be held to be in violation of this Agreement. In addition there shall be no lockouts on the part of the employer during the term of this agreement.

20.2 Employee Discipline for Violations. The failure or refusal on the part of any employee to comply with the provisions of Section 1 of this Article shall be cause for discipline which may include immediate termination of employment.

Article 21: Management Rights

A. The Union and the Employees recognize that the Employer continues as the sole and exclusive manager of its business, retaining all the powers, rights, functions, and authority formerly held by management, except to the extent they are specifically limited by an express provision of this Agreement.

The management rights that the Employer retains, include but are not limited to, the right to:

1. Determine the character, extent, location, and methods of its operation, including the number of employees required.
2. Schedule operations, including the right to determine the hours of operation, the days the Employer will be open/closed, and the right to change those decisions.
3. Hire, train, and supervise its employees.
4. Select, promote, or transfer employees to supervisory, managerial, or other positions outside the bargaining unit.
5. Establish, revise, consolidate or eliminate qualifications of employees, performance standards, job requirements, job descriptions, and job classifications and titles.
6. Schedule employees, including but not limited to determining the number, duration, and scheduling of shifts, including overtime, and allocation of employees and jobs to be assigned to each shift, and the right to change those work shifts and schedules including but not limited to the starting and ending times of shifts.
7. Expand, maintain, reduce, merge, or cease its business operations.
8. Choose and control the equipment, processes, methods, materials and means to conduct its business, and change them as needed, which includes the right to subcontract work.
9. Assign and direct work, promote, transfer, reward, evaluate, recall or lay off employees for lack of work or other legitimate reasons.

10. To suspend, discipline, demote, or discharge employees within the bargaining unit for cause.
11. Create, revise, and abolish rules, policies and procedures, or continue, revise or abolish existing ones, on all work-related matters, which include but are not limited to discipline, performance management, attendance, illness, safety, code of conduct, employee relationships, dress code, payroll practices (including time entry), personal appearance, employee discounts, cell phone and electronic device usage, parking, loitering, drugs and alcohol, smoking, paid time off, EEOC, and all other work rules.

These rules, policies, and procedures will not conflict with the provisions of this Agreement and may be specifically modified by provisions in this Agreement.

These rules, policies, and procedures will be distributed via email to all bargaining unit members. No employee will be held responsible for knowing a rule that has been established or revised but has not been communicated to the employee.

12. Employ new or current technology.
13. Install and maintain a security system, including but not limited to surveillance cameras, video cameras, visual and any other surveillance equipment or personnel deemed appropriate by the Employer, including the right to install such equipment in locations and areas to be determined solely by the Employer (except for restrooms and nursing rooms). The Employer has the right to remove, relocate or update such surveillance equipment. The Employer shall notify employees of the location of those devices located adjacent to client care areas. The Employer shall notify the union of all other surveillance equipment.

14. Increase wages uniformly for employees with the same job title, or other employee benefits above those agreed to in this Agreement, and the right to return them to the negotiated amount included herein.
15. Pay bonuses (in any form) to employees, and the right to cease paying those bonuses.
16. Implement changes to benefit plans, by meeting and conferring with the Union prior to the change.
17. Establish and enforce the standards of service provided by the Employer.
18. Utilize and select suppliers and subcontractors.
19. Establish the qualifications for hire and to select, hire, evaluate, promote, demote, assign, and transfer employees.
20. Otherwise take such measures as management may determine to be necessary for the orderly, safe, and efficient conduct of the business.

The Employer and the Union agree that the exercise of the Employer's rights as set out above, or not otherwise listed, cannot be interfered with by the Union, unless the Union or one of its members raises an objection based on a good-faith belief that the Employer has exercised its rights in such a way as to violate a provision of this Agreement. The proper forum for raising such an issue is the grievance procedure set forth in Article 7.

The above Management Rights are not all-inclusive, and not set forth for purposes of limitations, but instead indicate the type of matters or rights which belong to or are inherent to management.

This Management Rights Clause survives the expiration of this Agreement.

Signatures (Union):

Signatures (Company):

Appendix A: Bargaining Unit Wage Schedules

No bargaining unit employee shall make less than \$24.53/hr. No bargaining unit employee shall be reduced in base rate pay as a result of the execution of this Collective Bargaining Agreement.

Wage increases shall be effective on the first day of the first pay period following ratification of this agreement by the parties. This date shall be known as the “Anniversary date.” Raises in years two (2) and three (3) of this agreement shall be effective as of the start of the first pay period following the anniversary date of those years.

Wage Schedule

Title	Year 1	Year 2	Year 3
Behavioral Health Technician	\$29.6138	\$30.3541	\$31.1130
Care Coordinator – Substance Use	\$29.6138	\$30.3541	\$31.1130
Crisis Clinician I (Unlicensed)	\$34.0479	\$34.8991	\$35.7716
Crisis Clinician II (Licensed)	\$39.1578	\$40.1367	\$41.1401
Substance Use Specialist and Cook & Housekeeping Specialist	\$24.5237	\$25.1368	\$25.7653

Pay Differentials

Language Differential - If an employee can demonstrate proficiency in Spanish via standardized testing, the employee shall receive an additional one dollar (\$1.00) per hour increase in pay. The Employer may require both verbal and written testing. The Employer may consider language differentials for other languages should that language be helpful for a substantial number of the Employer's clients.

Shift Differential – Shift differentials are only paid to bargaining unit employees during the hours when performing shift work and are not paid for non-work time or other time when shift differentials may be excluded as outlined in this agreement. Employees are eligible for the following shift differentials in the following time periods:

- Weekday Day shift: 8:00 am – 8:00 pm = No differential
- Night shift: 8:00 pm – 8:00 a.m. = 25% differential
- Weekend Shift Differential: Friday 8:00 pm through Monday at 8 am = 5% differential in addition to the above differentials

Certified Addictions Specialist (CAS) - SUD Specialists and Care Coordinators who obtain a CAS shall receive a differential of seventy-five cents (\$0.75) per hour.

Shift Lead Differential – In the absence of a regularly scheduled withdrawal management care coordinator, the Employer may designate a substance use specialist as shift lead by assigning enhanced duties. Shift Leads shall receive an additional forty-five cents (\$0.45) per hour increase in pay during periods when serving as a shift lead. Employees are responsible for notifying leadership and payroll of the periods in which they served as a shift lead.

Special Considerations

Administrative Closure - In the event the Employer chooses to temporarily close a worksite, the Employer may choose to assign bargaining unit employees to other locations and to other duties for the duration of the temporary closure. In such an event, the Employer shall maintain their current hourly rate of pay unless the temporary assignment would entail an increase in hourly rate of pay and/or number of hours worked in which case, the employee shall receive the increased hourly rate of pay and/or number of hours worked in their temporary reassignment. Should the Employer choose to temporarily close a worksite and choose not to assign bargaining unit staff to other locations and/or duties, the Employer shall maintain the bargaining

unit employees' pay at their regular rate of pay and for their regular number of hours scheduled, for a period of no more than one week.

Insurance

The deduction of the insurance coverage premium occurs on the first two pay periods each month on a before-tax or after-tax basis, depending on the plan type.

Retirement Vesting

Retirement benefits will vest on the same schedule as for all other similarly situated organizational employees.

