

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Mental Health Center of Denver**

**&**

**Service Employees International Union,  
Local 105**

**Effective:**

**December 5, 2017 December 31, 2020**

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**COLLECTIVE BARGAINING AGREEMENT**  
**Between**  
**Mental Health Center of Denver and**  
**Service Employees International Union, Local 105**

**Effective:**  
**December 5, 2017 — December 31, 2020**

**MHCD MISSION:**

MHCD's mission is enriching lives and minds by focusing on strengths and wellbeing.

**ARTICLE 1 — RECOGNITION**

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

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

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

**ARTICLE 2 — NON-DISCRIMINATION**

The Employer and the Union agree that neither party shall discriminate against any employee or applicant for employment because of actual or perceived race, color, religion, national origin, sex, age, veteran status, mental or physical disability, marital status, sexual orientation, gender identity or expression, or status as a victim/survivor of domestic violence; for engaging in "lawful off-duty activities" (as defined by CRS 24-34-402.5) or for union membership/non-membership, or union activities. The Employer further agrees to duly consider reasonable accommodations for those with mental or physical disabilities, in accordance with Colorado and Federal law.

**ARTICLE 3 — DEFINITIONS**

**3.1 Full-Time.** An employee who is regularly scheduled to work 40 hours per week and is eligible for benefits. Residential Counselors I/II regularly scheduled for a 36+ schedule (3 — 12.25 hr shifts + extra hours) shall be treated as 40 hour per week employees for benefit purposes.

**3.2 Part-Time I.** An employee who is regularly scheduled to work 30+ hours per week, but less than 40 hours per week, is eligible for prorated benefits.



**3.3 Part-Time II.** An employee who is regularly scheduled to work less than 30 hours per week or an employee who is not regularly scheduled but is assigned or scheduled when needed. This category of employee is not eligible for benefits.

**3.4 Temporary.** An employee who is hired to work full or part-time for a specified period of time (not to exceed six (6) months), or who is hired on an as-needed basis (working from time to time with no set schedule or regular hours). MHCD will provide written notice to the Union of status changes of employees from regular to temporary status, or from temporary to regular status and will provide the Union with a quarterly report with the names, titles and number of hours worked of all temporary employees. The six (6) month term of employment may be extended with the mutual written agreement of the Employer, the Union, and the employee. With a temporary employee working on an ongoing, as-needed basis, the employee may not work more than 900 hours in a calendar year without the mutual written agreement of the Employer, the Union and the Employee.

**3.5 Evaluation Period.** Full-time and Part-time I employees who are new hires are subject to an evaluation period of 6 months. Temporary employees who transfer/convert to regular positions shall start their evaluation period upon becoming a regular employee. Part-time II employees are subject to an evaluation period of 200 hours or six months of service, whichever is longer. During this period, the employee may be discharged solely as determined by the Employer with no recourse to the Grievance and Arbitration procedure. The sole exception is that a new hire may take an alleged claim of a violation of the Non-Discrimination Article or the No Retaliation Article through the Grievance and Arbitration procedures.

## **ARTICLE 4 — UNION REPRESENTATION**

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

**4.2 Stewards.** The Employer shall recognize Union Stewards elected or appointed by the Union for purposes of work site representation of employees in disciplinary and grievance meetings. The Union will notify the Employer in writing whenever a Steward is elected. There shall be no discrimination against Union stewards for their Union activities. Stewards shall be paid for disciplinary and/or grievance meetings scheduled by the Employer during their normally scheduled work time. The parties agree to endeavor to schedule such meetings during the steward's work time. Such meeting shall be scheduled with the agreement of the steward's/grievant's supervisor. The Union will supply the Employer with a current or updated list of Stewards on request.

The Employer will allow one two-hour steward council meeting each quarter without loss of pay to no more than six (6) duly elected stewards. SEIU shall schedule these quarterly meetings on

Thursday and/or Friday and shall provide at least two weeks' notice to MHCD of the date and time such meetings are scheduled.

**4.3 Bulletin Boards.** The Employer shall furnish reasonable space at each work location for the installation of a Union bulletin board to be used for the posting of Union notices. The Union bulletin board shall be located in a staff area adjacent to other employee notices. The Union recognizes the nature of the clinical setting and the need to avoid material that is potentially disturbing to consumers.

**4.4 Union Orientation.** The Employer will allow the Union a maximum 30-minute presentation during the MHCD Benefits Orientation Process to inform newly hired employees of their Union rights and obligations, and to answer employee questions. This 30-minute presentation shall be without a management or non-bargaining unit facilitator present.

**4.5 Hire Information.** On a monthly basis, the employer will provide a written list of bargaining unit employees to the Union which includes, for each employee: name, employee identification number, job code, and job title, team number and name, worksite code and name, supervisor name, wage rate, e-mail address, home address, and union membership status.

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

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

**5.1.1 Non-exempt.** Overtime for non-exempt employees will be paid at time and one-half the straight time hourly rate for hours worked in excess of: (1) forty (40) hours in a workweek; (2) twelve (12) hours per workday, or (3) twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages. Hours worked in two or more workweeks shall not be averaged for computation of overtime. Note: the requirement to pay overtime for work in excess of twelve (12) consecutive hours will not alter the employee's established workday or workweek, as previously defined. Except in emergency situations, employees must obtain prior approval of their supervisor for overtime work. An employee who is required to perform mandatory overtime in an emergency situation shall not be denied the opportunity of working his or her scheduled hours to prevent the payment of overtime.

**5.1.2 Exempt.** Exempt employees will be eligible for time off when they are required to contribute to special projects or additional program needs that exceed normal responsibilities. However, such time will not be associated with actual hours of work, and time off will be arranged for, and granted by, management when deemed appropriate.

**5.2 Scheduling.** Schedules shall normally be posted at least two (2) weeks in advance. The parties recognize that changes in normal schedules may be necessary for operational reasons. Any changes in the posted schedule will be based on mutual agreement between the Employer and the employee, unless such scheduling change is due to an emergency.

**5.3 Flexible Scheduling.** The parties agree that flexible scheduling practices, where feasible and in line with reasonable consumer and program needs, are of benefit to employee recruitment and retention. These practices can include nine (9) hour workdays, ten (10) hour workdays, or any other deviation from the standard eight (8) hour workdays which may be agreed upon by the parties. It is recognized by the parties that flexible scheduling practices may not be appropriate in all areas or for all positions.

A team of employees may request a flexible scheduling arrangement by demonstrating majority written support for a proposed arrangement and submitting it to the relevant manager and notifying Human Resources and Local 105. In creating a proposal, employees are encouraged to engage with a Local 105 Steward or Organizer. Within fifteen (15) business days of the request, a meeting shall be convened which includes potentially affected employees, a Local 105 designee (Organizer or Steward), and the relevant manager(s) to discuss the proposal for flexible scheduling. If there is agreement between the parties at the meeting to move forward with a flexible scheduling option, it shall be implemented. In no case shall management be compelled to implement flexible scheduling in a specific area, department, or facility unless they are in agreement to do so. If a decision is made via this process to move forward with flexible scheduling, the parties shall work together to determine the appropriate options, which can include maintaining current scheduling, and these options shall be offered on a volunteer basis and any conflict shall be resolved by seniority.

At any point, should an individual employee wish to move away from a flexible scheduling option and return to a standard schedule, they shall submit a request to their manager. The manager shall give the request due consideration and respond to the request in writing.

Once a decision has been made to implement a flexible scheduling option, it shall be trialed for a minimum of three (3) months, unless there is mutual agreement to end the practice before the end of the trial period. After the trial period has ended, should a manager or a majority of the group of affected employees wish to move away from flexible scheduling practices, they shall notify Human Resources and the SEIU Local 105 Organizer of this desire in writing. Upon request of either party, a meeting shall be scheduled prior to implementation of this decision to consider its effects. A request for such a meeting must be made within fifteen (15) business days of the original notification. In no case shall a withdrawal of a flexible scheduling arrangement be used as a disciplinary measure against any employee or group of employees, unless mutually agreed by the parties in a disciplinary meeting.

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

**5.4 Lunch and Break Periods.** All employees are eligible for a fifteen-minute paid break for each four (4) hours worked. Employees are expected to take the breaks in a manner that does not interrupt the schedule of work. If a supervisor requires a non-exempt employee to work through a break period, the employee will be granted equivalent time off within a two-week period. If the employee was not required to work through his or her break and he or she does not take a break, the unused break time cannot be used to extend the lunch break or to shorten the work day.

Employees working a shift which is longer than five consecutive hours are eligible for an unpaid, duty-free lunch period of at least one-half hour. If a nonexempt employee is required to remain at the work site during the lunch period, such lunch period shall be paid. The supervisor has the right to schedule lunch breaks based on the coverage needs of the department. Unused lunch breaks cannot be used to shorten the work day without the prior approval of the supervisor.

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

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

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

## **5.5 Scheduling Coverage.**

**5.5.1 Non-Residential Employees.** Planned absences should be scheduled at least 24 hours in advance with the employee's immediate supervisor. Request for scheduled time off shall be approved by the supervisor based on reasonable consumer and program needs of the individual department; however, such requests shall not be unreasonably denied. Employees are responsible for advising their supervisor of appointments, meetings, etc., which may need to be canceled or covered in their absence. In the event of an unplanned absence, employees are expected to notify their supervisor if they are unable to work as scheduled.

**5.5.2 Residential Employees at 24-hour Facilities.** The supervisor will arrange for coverage for vacation if staff provides four (4) weeks' notice. Vacation time may be denied based on reasonable program needs and availability of coverage. The supervisor will give response to vacation requests within one week of such request. Planned absences should be scheduled at least 24 hours in advance with the employee's immediate supervisor. Request for scheduled time off shall be approved by the supervisor based on reasonable consumer and program needs of the individual department, however such requests shall not be unreasonably denied. Employees are responsible for advising their supervisor of appointments, meetings, etc., which may need to be canceled or covered in their absence. In the event of an unplanned absence, employees are expected to notify their supervisor if they are unable to work as scheduled. The supervisor will arrange for relief coverage. In addition to use of temporary staffing agencies, MHCD shall consider utilization of current residential employees who wish to work extra hours beyond the employees' primary shifts to fill-in for residential absences created by vacations, sickness, and the like. If coverage is not secured by the beginning of the shift, the supervisor will ask the staff on duty to volunteer to work beyond their scheduled shift. If staff do not volunteer to work beyond their shift, the supervisor may assign a staff person on duty to work up to two hours beyond their regularly scheduled shift.

**5.6 Changes in Regularly Scheduled Hours.** The normal work schedules (starting and/or quitting times of employees) shall not be changed or reduced without notification to the Union, unless such notice would unreasonably interfere with efficient operations. In the event it is necessary to change such normal schedules, the principle of seniority shall apply to qualified employees involved. When it is necessary to permanently change an employee's scheduled hours of work, such employee shall, (except in temporary or emergency situations) receive twenty-one days' notice of such schedule change, unless mutually agreed to by the employee and the supervisor.

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

**6.1 Progressive Discipline.** The Employer and the Union anticipate employees will perform in a professional and ethical manner. When an employee's performance or behavior is not acceptable, the Employer will inform the employee of the performance problem in order to provide an opportunity for improvement. When such behavior or performance issues arise, the employee and the supervisor will meet to discuss the facts surrounding the issue. The Employer and the Union recognize discipline and discharge shall be imposed for just cause. Progressive discipline will be used where appropriate for corrective action; however, the parties recognize that there may be situations in which normal steps in progressive discipline may be skipped due to the severity of the infraction.

**6.2 Notice of Disciplinary Action.** A notice of disciplinary action will be given in writing to the employee and will include a statement of the problem and clear performance expectations. Only documentation of written warnings, probation, and suspension will be filed in the personnel file. An employee should sign the disciplinary notice; however, the employee's signature only acknowledges receipt of the notice and does not imply agreement or disagreement with the contents. If the employee refuses to sign the document, the supervisor will obtain a witness to verify that the disciplinary action was given to the employee.

**6.3 Union Representation.** An employee shall have the right to have a Union Steward present, if the employee so requests, at any meeting regarding an imminent disciplinary matter. At least 24 hours prior to such meeting, the Employer will inform the employee that he/she has a right to union representation. If the employee is not advised of his/her right to union representation, it will not negate the disciplinary issue.

**6.4 Disciplinary Notice.** No disciplinary notice which is over two years old may be used against an employee in any disciplinary proceeding.

## **ARTICLE 7 — PERSONNEL FILES**

**7.1 Review of Files.** All employees shall have the right to review their personnel files. While employees may not remove any documents from their personnel record, they can obtain copies of any documents contained therein. The employees may review their personnel files at the administrative office by scheduling an appointment with the Human Resource Director or designee who must be present while the employee is reviewing the file. Further, an employee shall have the right to rebut or add a clarifying statement to any document in his or her personnel file and such rebuttal or clarification shall be attached to that document and become part of such file. If an employee requests copies of more than 20 pages, the Employer reserves the right to charge the employee \$.15 per copy over the initial 20 pages.

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

**8.1 Purpose.** The purpose of the grievance procedure is to provide a means for prompt and orderly resolution of disputes between employees and the Employer. The parties agree to make an earnest effort to settle grievances at the lowest possible step, beginning with a meeting between the employee and the employee's direct supervisor or coworker to discuss the facts surrounding the issue. The parties encourage resolution at this low level to resolve misunderstandings and avoid unnecessary grievances. If the issue is not resolved at this low level, the employee may then file a grievance under Section 8.2. There shall be no reprisal for having raised issues or grievances under this agreement.

**8.2 Definition.** A grievance shall be defined as a dispute, misunderstanding, or controversy regarding the interpretation, intent, or meaning of this Agreement and/or the Employer's rules and regulations relating to personnel matters. A grievance may be filed by an employee (or the Union acting on behalf of an employee(s)). The grievance will be signed by the employee, unless impractical. ("Impractical" is defined as circumstances, such as time limit constraints and availability of employee, which prevent the signing of the grievance by the employee).

**8.2.1 Good Faith Effort to Resolve Issues.** The goal of the parties is to achieve prompt resolution of issues through a discussion between the steward, employee(s) and the direct supervisor or department head prior to the initiation of a formal grievance process. The use of the procedures contained in this article should not be used by any party to avoid an active and good faith effort to achieve resolution through the formal grievance process.

**8.3 Step 1.** A grievance shall be documented in writing and submitted to the supervisor and Human Resources within ten (10) working days. The written grievance shall state the facts of the grievance, the actions already taken to resolve the matter, if any, and the resolution desired. The grievant may request the assistance of a union steward and/or union representative. The grievant, his/her union steward/representative (if requested), the supervisor, and another representative from Human Resources and/or management shall have a meeting to discuss the grievance within fifteen (15) working days unless events and circumstances precludes such meeting, i.e., scheduled vacation. The supervisor shall submit his/her written response within fifteen (15) working days following the Step 1 hearing. If the supervisor denies the grievance, the response shall state the reasons for the denial.

**8.4 Step 2.** If the grievance remains unresolved after Step 1, the written grievance may then be submitted to the Director within ten (10) working days of receipt of the written answer in Step 1. If the immediate supervisor is the Program Director, the grievance will be referred to the immediate supervisor of the Program Director. A conference shall be held between the concerned parties within fifteen (15) working days unless events and circumstances preclude such meeting, i.e., scheduled vacation. The Program Director or the immediate supervisor of the Program Director shall submit a written answer within fifteen (15) working days following the conference. If the Program Director or the immediate supervisor of the Program Director denies the grievance, the response shall state the reasons for the denial.

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

Union: Spokesperson, Assigned Union Representative, Grievant.  
Employer: Spokesperson, Human Resources Representative, Management Representative.

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

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

Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.

The primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement the mediator is

free to use all of the techniques customarily associated with mediation, including private conferences, with only one party, select individuals, etc.  
Either party will be free to arbitrate if mediation fails.

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

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

**8.5.2** If the parties are unable to agree upon an arbitrator, then the Federal Arbitration and Conciliation Service shall be requested to nominate five (5) potential arbitrators.

The arbitrator shall be selected as follows:

From this list of five (5) prospective arbitrators, the Union and the Employer shall strike one (1) name until there remains only one (1) name on the list. A flip of a coin shall determine who shall strike the first name. The person whose name remains shall become the sole arbitrator of the grievance. It is understood and agreed between the parties that the decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. The arbitrator shall have no power to establish wage scale or wage structure. The Union and the Employer shall share the expense of the arbitrator equally. Only one grievance shall be heard in an arbitration proceeding unless otherwise mutually agreed upon between the Employer and the Union.

**8.6 Time Limits.** The time limits for processing grievances contained herein may be extended by the mutual consent of the parties. Working days are defined as Monday through Friday, excluding recognized holidays, as set forth in this Article. All formal steps in the grievance procedure as set forth above must be exhausted prior to proceeding to arbitration unless agreed to between the Union and the Employer.

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

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

## **ARTICLE 9 — SENIORITY**

**9.1 Definition.** Seniority shall be defined as the length of continuous service with the Employer (or any of its predecessor organizations) from the date of hire.



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

- An employee voluntarily resigns;
- An employee is terminated for just cause;
- An employee is laid off and not recalled within six (6) months; or an employee fails to return to work at the end of an authorized leave of absence.

**9.3 Accumulation of Seniority.** For full-time and part-time employees, seniority shall accumulate based on length of service in any bargaining unit classification at any of the Employees facilities. For part-time II employees, seniority shall accumulate on the basis of hours paid within the bargaining unit. For purposes of converting seniority from hours to months, 80 hours shall equal one month of employment. However, no employee shall receive credit for more than 12 months for a calendar year. The parties shall meet following the execution of this Agreement to develop a seniority list based upon the available data.

**9.4 Seniority Rights.** The parties agree that seniority shall be utilized as specified in this Agreement in promotions, transfers, reductions in force, paid time off, leave accrual and other benefits where length of service is a factor.

**9.5 Rehire Rights.** If an employee voluntarily terminates and reapplies with MHCD within 45 days of termination and is rehired, the employee shall maintain their previous seniority placement minus the time period not employed by MHCD, and shall receive full credit for all MHCD-related experience (year-for-year).

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

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

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

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

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

Resigning employees are requested to, but not required to, provide three-weeks' notice of resignation in most circumstances. The goal is to help preserve continuity of care for consumers.

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

Active consumers who are also employees may not work for the clinical team from which they receive services.

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

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

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

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

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

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

**11.1 Notification.** The Employer and the Union recognize the importance of promoting all reasonable avenues to enhance the employment, hours, and positions for all employees. To meet this goal, when any job redesign or operational reorganization would affect members of the bargaining unit, the Employer agrees to notify the Union at least sixty (60) days in advance. The employer and union shall meet soon after for the purpose of discussing said effect and

allowing the opportunity for employee input into the proposed changes and retention of current staff.

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

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

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

Third, the least senior employee(s) in the job title of the division targeted for reduction shall be laid off. However, an employee slated for layoff may bump the least senior employee in the same job title from another division if he/she is qualified to perform the least senior employee's job. If more than one employee is being laid off, the senior employee may choose from among an equal number of positions from the least senior employees (i.e. if five employees are being laid off, the senior employee may choose from among the five least senior positions for which he/she is qualified to perform). An employee cannot bump an employee in any other job title.

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

**11.4 Lay-Off Notice.** All employees to be affected by a reduction in force shall receive at least 45 days' notice or 45 days' pay in lieu thereof.

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

If an employee turns down three (3) comparable positions, they will lose their rights to recall and seniority will be terminated.

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

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

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr. Birthday	3 <sup>rd</sup> Monday in January
Memorial Day	Employee's Birthday
Fourth of July	Last Monday in May
Labor Day	July 4 <sup>th</sup>
Thanksgiving Day	1 <sup>st</sup> Monday in September
Christmas Day	4 <sup>th</sup> Thursday in November & 4 <sup>th</sup> Friday in November
	December 25 <sup>th</sup>

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

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

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

**12.2 Paid Time Off (PTO).**

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

**ACCRUAL RATES FOR FULL-TIME EMPLOYEES\***

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

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

Upon hire, each new full-time employee shall be allocated 24 hours of PTO for use during the employee's initial evaluation period. If the new employee's employment with MHCD ends prior to six months, the employee shall forfeit any unused hours from this initial 24 hours.

When a new full-time employee successfully completes the initial evaluation period, he or she is awarded a bonus of forty-eight PTO hours and begins to accrue PTO at the

rate shown above. Part-time I employees who successfully complete the initial evaluation period are awarded a prorated bonus of PTO hours and accrue PTO on a prorated basis.

**12.2.2 Accrual of PTO.** The maximum accrual of PTO shall be 125% of the employee's current annual accrual. All leave benefits shall accrue at the end of the pay period and will be prorated within the month for new employees. The rate of accrual shall change at the beginning of the pay period after the employee's anniversary date. Upon termination of employment, PTO will be prorated within the month and employees will be paid for all unused accrued PTO (with the exception of the first six months of employment).

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

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

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

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

**12.2.4 Serious Illness Bank.** Annually, four (4) days/32 hours of leave shall be allocated to a Serious Illness Bank for the employee that may be accessed with FMLA eligibility or upon admission to a hospital or after the use of 24 consecutive work hours of PTO for illness. Any unused portion of the four (4) days of Serious Illness Bank (for serious illness) shall be carried over up to a maximum accumulation of 520 hours.

**12.2.5 Sick Leave Bank.** The purpose of the Sick Leave Bank is to provide income protection for employees who are faced with catastrophic, unscheduled, or unplanned illnesses. The days in this bank shall be equivalent to an individual's Serious Illness bank leave.

During the months of October through December, all employees are eligible to contribute up to 12 hours from their existing Serious Illness Bank to the Sick Leave Bank for use in the following year. Any employee (unit and non-unit) may request up to 40 hours from this bank so long as the following requirements are met:

- The employee must have at least one-year seniority with MHCD,
- The employee must first have exhausted all of his/her paid leave, and
- A certification of illness by a physician or licensed practitioner is presented.

Requests shall be submitted to Human Resources. No reasonable request shall be denied except that the total number of hours available for use by all employees, each year, shall be 400 hours.

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

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

**12.3.1 Group Health Coverage.**

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

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

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

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

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

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

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

#### **12.4.2 Types of Leave Available under the FMLA.**

**12.4.2.1 Medical Leave.** Employee's serious health condition:

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

#### **12.4.2.2 Family Leave.**

- Birth of a child.
- Parents' attendance at the birth of a child.
- Parent's care of a newborn child, if within twelve (12) months following the birth of a child.
- Placement of a child with the employee for adoption or foster care, if within twelve (12) months after the date of placement.
- Care for an employee's spouse, domestic partner (See definition of domestic partner in Section 19.10), child (under 18 years or disabled), or parent who has a serious health condition. Care for a sibling, grandparent, grandchild, significant person, and all of the above who are in-laws or step-relatives of the employee if these individuals are members of the employee's household and have a serious health condition.

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

If the leave is unforeseeable, the employee is expected to give notice to a Human Resources Benefits Representative of the need for family or medical leave as soon as practical under the circumstances.

An employee requesting a foreseeable leave must complete an "Application for Leave" and provide appropriate documentation, as may be requested, to verify the reasons for the leave. Any request for leave based on a serious health condition, whether it involves the employee or a family member, must be made in a timely manner and be supported by appropriate medical certification. Documentation confirming family relationship, adoption, or foster care may be required.

If the leave stems from an employee's medical condition, the medical certificate must specify that the employee is unable to perform the essential functions of his or her job, including the duration of the work restriction. For leaves stemming from the medical condition of a family member, the medical statement must specify that the employee is

needed to care for the family member. In all cases, of leave for serious health condition, MHCD reserves the right to request a second medical opinion at MHCD's expense.

Please Note: Failure to provide notification and appropriate medical certification in a timely manner may result in delayed approval or failure to designate leave as FMLA-eligible.

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

In cases where both spouses/domestic partners work for MHCD, the spouses/domestic partners are limited to a combined 12 weeks of leave, in total, during the 12-month period in cases where the leave is necessitated by the birth of a child, parent's attendance at the birth of a child, parent's care of a newborn child, or placement of a child with the employee for adoption or foster care. The leave will not be limited to a combined 12 weeks in the following instances: serious health condition of the employee or that of the employee's spouse or domestic partner (See definition of Domestic Partner, Section 19.10), child, parent, legal guardian, sibling, grandparent, grandchild, significant person and all of the above relatives who are in-laws or step-relatives.

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

**12.4.4 Benefits During Leave.** An employee on an unpaid family or medical leave of absence will be retained on the health plan the same as active employees, except that the employee must make arrangements with a Human Resources Benefits Representative for payment of the employee's portion of the coverage premium. If the employee is on paid leave, appropriate deductions for health insurance will be made from the employee's paycheck. As with other types of unpaid leave, the employee will not accrue any employee benefits during the period of unpaid leave. Holiday pay is not granted if on unpaid leave.

In the event that an employee fails to return from family or medical leave, the employee will be liable for their portion of premiums paid by the Employer to maintain insurance coverage unless:

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



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

*"Key Employee"* is defined as an employee among the highest paid ten percent of MHCD's pay structure. A key employee may be denied job restoration if restoration will cause "substantial and grievous economic injury" to the operations of MHCD.

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

In cases of serious health condition of the employee or a family member, such leave may be permitted in circumstances when it is medically necessary. Appropriate medical certification will be required. However, where a reduced work schedule or intermittent leave is foreseeable based on planned medical treatment, MHCD reserves the right to temporarily transfer the employee to a comparable position that better accommodates the employee's recurring periods of leave.

In other cases, in which employees are eligible for family or medical leave under the FMLA, such as pregnancy disability and child care, adoption or placement of a child, MHCD may review the individual circumstances involved in considering reduced schedule or intermittent leave requests.

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

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

If this does not resolve the issue, MHCD may have the employee evaluated by a physician of MHCD's choice and at MHCD's expense. Should there be a disagreement between findings and recommendations of MHCD's physician and those of the employee's physician regarding the employee's ability or inability to perform their job, a third evaluation will be performed by a physician agreed upon by both parties and at the expense of MHCD.

**12.5 Family or Medical Leave of Absence for MHCD Employees Not Eligible for Leave Under the FMLA.** An employee who is away from work for more than five (5) consecutive days

due to any medical condition which prohibits the employee from performing his or her job, may be considered to be on a Medical leave of absence.

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

**12.5.2 Types of Leave.**

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

**12.5.3 Group Health Coverage.** Same rights as under FMLA.

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

**12.5.5 Certification.** MHCD requires physician's certification to support a medical leave request. MHCD may require periodic documentation from the employee's physician verifying the on-going need for such medical leave.

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

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

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

If the employee receives reimbursement for active and/or reserve duty, the reimbursement for the two-week paid leave must be endorsed to the Employer since the organization will pay the

employee's wages. If reimbursement exceeds the employee's regular wages, the excess will be reimbursed to the employee.

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

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

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

**12.8 Bereavement Leave.** An employee may be granted from one (1) to five (5) paid leave days if a death occurs in the employee's immediate family. Immediate family is defined as spouse, domestic partner (See definition of Domestic partner), parent/legal guardian, sibling, child (includes 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 or in-laws. Such leave may be approved by the employee's supervisor and shall not be unreasonably denied. The employee shall request the number of days off for such leave and document the location of the funeral services, the relationship with the deceased, and the responsibility for the arrangement. If the employee needs additional time or if none of the above relative categories apply, the supervisor may approve PTO or leave without pay.

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

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

If an employee is subpoenaed as a party to a court action for a personal matter, or matter relating to previous employment, the employee must use paid-leave time or leave without pay. The employee may keep any reimbursement he/she receives.

**12.10 Educational Leave.** (See Article 18)

## **ARTICLE 13 — HEALTH & SAFETY**

**13.1 Assurance.** The Employer shall take necessary steps to provide employees a safe and healthy workplace. In order to protect health and safety of both workers and consumers, the parties agree to cooperate on efforts to improve practices related to health and safety. The Employer further agrees to meet all health and safety standards as required by applicable regulatory agencies. MHCD will pay for physical exams and TB tests, or similar requirements, if necessary to meet legal and licensing requirements.

**13.2 Training.** The Employer shall provide periodic staff training, available to employees, on issues related to health and safety at least quarterly on the following subjects: Intervention methods with aggressive consumers, first aid, communicable diseases, and other similar topics. CPR will be scheduled separately due to the nature of the training.

Where employees are required to have such training for MHCD licensure and Mental Health Services standards, the training will be mandatory. Other employees are encouraged to attend.

**13.3 Trauma Debriefing Team.** At least three (3) bargaining unit employees who meet the qualification and training requirements (appointed by the Union and approved by the Trauma Debriefing Coordinator) will be part of the Trauma Debriefing Team. The trauma debriefing services offered to employees will be timely and will be provided by either internal or external personnel. Affected employees may request whether internal or external assistance is provided. Requests for external assistance will be granted if financially feasible.

**13.4 Drug/Alcohol Testing.** There shall be no random drug-alcohol testing during the term of this agreement unless required by law. All employees are expected to comply with the MHCD's Drug Free Workplace Policy.

**13.5 Reporting of Accidents and Injuries.** If an employee is in an automobile accident while performing their duties, they are required to immediately report the accident (within 24 hours, unless medically unable to do so) to their supervisor and file the appropriate accident reports. If an employee suffers a work-related injury or illness, the employee is required to immediately report the injury or illness to their supervisor and in conformance with the Colorado Worker's Compensation law. Employees must receive treatment for job-related injuries or illnesses from the Employer's designated provider, if such provider is designated in accordance with the Colorado's Workers Compensation law.

## **ARTICLE 14 — COMMITTEES**

**14.1 General.** In order to facilitate communication and cooperation between the parties, committees may be formed by mutual consent to address areas of concern. If formed, the appropriate Union and Management representatives shall meet to discuss the nature of the concern and the guidelines for the committee. Union committee representatives will be paid for time spent during regularly scheduled hours, but not for hours spent outside of their regular schedule. Union committee representatives shall not be unreasonably denied release from their normal work in order to attend committee meetings.

**14.2 Steward/HR Committee.** The Steward/HR Committee shall be made up of the Union Organizer and up to four (4) Stewards and representatives of management/HR as chosen by MHCD. The Committee shall meet at least quarterly, unless otherwise agreed to by the parties. While the Committee has no authority to manage the organization or change

the collective bargaining agreement, it will discuss day-to-day contractual/ workplace matters such as working conditions, safety, and related issues, with a goal of solving issues at the lowest level. The goal of the Committee is to make MHCD a great place to work by collaborating to resolve both areas of mutual concern or disagreements between the parties.

**14.3 Collaborative Partnership Committee.** The Collaborative Partnership Committee shall be made up of four (4) representatives selected by the Union and 4 management representatives. The Committee shall meet at least quarterly, unless agreed to otherwise by the parties. While the Committee has no authority to manage the organization or change the collective bargaining agreement, it will use collaborative decision-making, and will discuss global, high-level issues important to both parties, such as workforce planning & development, possibilities & planning around joint community/ political (i.e., legislative & regulatory) work, goals around industry standards and joint communications. The goal of the Committee is to deepen, strengthen, and make more fruitful the relationship between the parties.

## **ARTICLE 15 — WORKLOAD**

**15.1 Workload.** Workloads are determined by the needs of the programs or departments as a proper exercise of the Management Rights of MHCD. The Employer agrees that there shall be no excessive workload assignments which unreasonably impair an employee's ability to provide quality client care or to perform their job.

**15.2 Staffing.** The employer will take reasonable measures necessary to ensure good quality consumer care. Such measures may include recruitment, authorizing overtime, and temporary assignment of additional staff as budgetary conditions permit.

## **ARTICLE 16 — STANDARDS OF CARE**

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

### **16.2 Code of Professional Conduct.**

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

- Assure confidentiality for consumers and employees; release information only as authorized and with the consent of the consumer or employee, or in keeping with emergency and legal guidelines.
- Refrain from engaging in business with consumers, such as selling or buying goods or services that are not part of the clinical program. Provide services to consumers without discrimination on the basis of race, color, religion, national origin, sex, age, veteran status, sexual orientation, mental or physical disability, or for any other reason that is not relevant to treatment.

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

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

**16.4 Reporting.** An employee instructed to perform duties which he or she believes are in violation of an applicable law or regulation of the above Code of Professional Conduct may refuse to perform such assignment provided he or she contact an appropriate supervisory employee (and/or the Chief Executive Officer), immediately and explain the reasons for his or her refusal.

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

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

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

**17.2 Substantial Duties of a Position of Greater Responsibility.** If an employee performs the substantial duties of a position of greater responsibility (such as a manager/supervisor) to cover for the vacancy or a leave of absence for a period of one (1) week or more, he or she will receive no less than a ten percent (10%) pay increase for the duration of the assignment. An employee asked to perform management duties (such as clinical supervision) may refuse such

duties. Employees, for the purpose of enrichment and developing additional skills, may volunteer to supervise volunteers, student interns, case manager assistant trainees, and consumers in work programs, etc. without monetary remuneration.

**17.3 Performance Evaluations.** The Employer agrees that an employee performance evaluation shall be based on an employee's job performance during the current evaluation period. Annual performance evaluations shall take place within 60 days of the employee's anniversary date. The purpose of performance evaluations is to provide an employee feedback on job performance. If the employee's performance does not meet acceptable standards in all areas, the supervisor will inform the employee of what they need to do to bring their performance up to an acceptable level and provide a time frame for accomplishing this. Performance evaluations shall be subject to the grievance procedure. Employees shall have a scheduled meeting with their supervisor to review the performance evaluation. Employees shall be given reasonable notice of the scheduling of the evaluation meeting.

**17.4 Performance Evaluations for Supervisors and Program Managers.** The Employer agrees that the team members shall be given the opportunity to provide confidential input during the annual Catalytic Coaching process for their Supervisors and Program Managers. The results shall be compiled by Human Resources. There shall be no retaliation against an employee for providing input through this process.

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

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

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

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

**18.2 In-Service Training.** The Employer agrees to promote input from employees on subjects for in-service training and make reasonable efforts to provide in-service training on those subjects within budgetary constraints. The Employer agrees to make a good faith effort to schedule in-service training so that they are available to all employees.

**18.3 Short-term Educational Leave.** Full-time employees are eligible for up to 24 hours of paid leave each year for education or training outside of MHCD. Part-time I employees are eligible for a prorated amount of paid leave. Requests for paid educational leave must be for job-related training and, upon two weeks' notice, must be approved by the supervisor. Such request shall not be unreasonably denied. Educational leave hours shall not carry over from one fiscal year to the next unless an employee was denied the opportunity of taking educational leave, in which case the employee shall have an additional three (3) months to use his or her leave. Once an educational leave is approved, the Employer shall not cancel except in an emergency situation, and the Employer shall reimburse the employee for any economic loss that is a result of the cancellation.

**18.4 Extended Educational Considerations.** Full-time employees, after at least one (1) year of service, who terminate employment with the company for higher education — attend accredited college/university for job-related education, will be given preference over other external candidates for current positions for which the employee is qualified. Upon hire within two (2) years of termination, for benefit purposes, credit will be given for previous employment with the organization.

**18.5 Licensing.** The Employer agrees not to require a degree and/or certification of current clinical staff unless a degree and/or certification is required by law, standards and regulations applicable to the profession or if the requirements of a third-party funding source necessitate such a change. The Employer agrees to utilize best efforts to provide required supervision for employees seeking licensure and/or certification within the existing internal resources of the Employer.

**18.6 Required Additional Qualifications.** If the employee's current position requires the employee to maintain certification, licensure and/or an additional qualification to perform their job duties, costs associated with said requirement shall be paid by the Employer.

**18.7 LPC/LCSW/LMFT, Licensed Psychologist Licensure.** MHCD Direct Service Provider staff who become licensed shall be eligible to receive a pay increase effective with the date of licensing and notification to Human Resources. In order to be eligible for an increase, the employee must be working in a Masters-level clinician position.

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

If an employee becomes an LPC/LCSW/LMFT or a Licensed Psychologist, the employee will move up to the new job classification at the step closest to that which provides a minimum 10% increase (increase may be greater).

**18.8 Tuition Assistance.** Tuition assistance pursuant to MHCD's policy in effect as of November 2011, shall be available for bargaining unit employees on a first come, first-served basis. Unused portions of annual amounts shall not roll-over from year to year. The annual policy limit shall be \$4,000 per employee + up to \$55,000 in total each year of the contract.

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

**19.1 Health Insurance.** All MHCD employees working 30+ hours per week, their spouses, same-sex domestic partners (See definition of Domestic Partner in Section 19.10) and/or dependents (up to age 26) are eligible. Health coverage for an employee working 30+ hours begins on the first day of the month following sixty (60) days of employment or transfer/increase in hours to a benefits eligible position. (Example, if hired in February, benefits begin May 1).

Residential Counselors I/II regularly scheduled for a 36+ schedule (3 — 12 or 12.25 hr shifts + extra hours) shall be treated as 40 hours per week employees for benefit purposes.

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



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

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

**19.2 Dental Insurance.** All MHCD employees working 30+ hours per week, their spouses, same-sex domestic partners (See definition of Domestic Partner in Section 19.10), and/or dependents (up to age 26) are eligible. Dental coverage for an employee working 30+ hours begins the first day of the month following sixty (60) days of employment or transfer/increase in hours to a benefits eligible position. (Example, if hired in February, benefits begin May 1).

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

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

**19.3 Vision Care.** All MHCD employees working 30+ hours per week, their spouses, same-sex domestic partners (See definition of Domestic Partner in Section 19.10), and/or dependents (up to age 26) are eligible. Vision coverage for an employee working 30+ hours begins on the first day of the month following sixty (60) days of employment or transfer/increase in hours to a benefits eligible position. (Example, if hired in February, benefits begin May 1).

Vision Care is a reimbursement benefit which can be utilized on a rolling calendar every 24 months. Reimbursement rates are specified in Appendix A.

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

**19.4 Non-Contributory Life Insurance.** All MHCD employees working 30+ hours per week are eligible. Life Insurance Coverage is provided as a benefit of employment. MHCD provides a life insurance policy equal to the employee's base annual salary (\$100,000 maximum). Premiums are paid wholly by MHCD. Non-contributory life insurance coverage for an employee working 30+ hours begins on the first day of employment.

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

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

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

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

The Employer will match up to 3.5% of annual base salary for an employee with more than one (1) year of service. Additionally, employees may contribute up to the maximum allowed by the IRS on a pre-tax basis to the retirement plan. There shall be no changes to the Retirement Program for the term of this Agreement.

**19.7 FSA - Flex 125.** All MHCD employees working 30+ hours per week are eligible. This program provides an opportunity for employees to set aside pre-tax dollars to be used in paying medical expenses not covered by health insurance as well as for dependent care. No premiums apply. Effective date is for an employee working 30+ hours begins on the first day of the month following sixty (60) days of employment or transfer/increase in hours to a benefits eligible position. (Example, if hired in February, benefits begin May 1.) After that deadline, the benefit can only be activated January 1 of each subsequent year. For the health care FSA, at the end of the plan year, an employee may roll-over up to \$500 to use in the next year. Any amount in excess of \$500 will be forfeited. Unused dependent care FSA dollars do not roll-over.

**19.8 Long Term Disability.** The Employer will continue to provide all employees working 30+ hours per week with Long Term Disability Coverage. The Employer shall pay the premiums for such coverage. There shall be no changes to the Long-Term Disability plan for the term of this agreement.

**19.9 Availability of Coverage.** In the event that any of the Benefit Programs listed above are unavailable for renewal or if plan modifications are required by the Benefit Plan Carrier, the parties agree to meet to negotiate modifications and/or replacement coverage.

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

Two individuals of the same sex' who "live together" \* in an intimate, long-term relationship of at least six (6) months duration, with an exclusive mutual commitment similar to that of marriage, in which the partners share the necessities of life and agree to be financially responsible for each other's well-being, including "living expenses" \*\*. It should be further stipulated that partners are not married to anyone else, do not have another domestic partner, and are not related by blood closer than would bar marriage in the State of Colorado.

Opposite-sex domestic partners utilizing benefits prior to February 1, 2009, remain eligible.

Live Together: means that the two individuals share a place to live. This agreement does not have to appear on the lease agreement or deed. One or both individuals are allowed to maintain a separate residence elsewhere. Even if one individual leaves the shared residence, both individuals will still be considered as living together as long as the one who left intends to return.

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

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

## **ARTICLE 20 — MILEAGE, TRANSPORTATION, & CELL PHONE REIMBURSEMENT**

**20.1 Driving of Consumers.** All clinical staff who have a valid driver's license may be required to transport consumers in MHCD vehicles during the due course of business. If the employee is asked to drive a MHCD vehicle, the employee will be required to submit a copy of his or her current driver's license to the Transportation Coordinator or Human Resources.

Employees may not drive MHCD vehicles without the Transportation Coordinator's or Human Resources' prior approval.

Employees who use their own vehicle to transport consumers will be required to obtain increased coverage per the terms specified in the Agreement for Business Use of a Personally Owned Automobile. Employees will be reimbursed for the cost of the additional coverage up to a maximum of \$250 per six-month period.

If the employee is unable to transport consumers due to licensing and/or insurance availability, such employee will 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 bid on open positions as specified in Article 10, for up to six (6) months.

An employee who drives an Organization vehicle, who receives any moving violations at any time, must report the moving violation to the Transportation Coordinator or Human Resources no later than the next scheduled workday as specified by the MHCD insurance carrier. Employees using their own vehicle for business-necessitated travel during the workday shall be reimbursed at the IRS rate for mileage reimbursement. Additionally, annually, each employee who uses their personal vehicle for transporting consumers may be reimbursed \$100 (per fiscal year) for one or two auto detailing(s) — (clean, 'shampoo, vacuum, etc.).

**20.2 Cell Phone Reimbursement.** Employees required to have a cell phone will receive reimbursement as defined under MHCD's Cellular Allowance Policy. *\*Cell allowance policy to be discussed in Steward/HR Committee.*

**20.3 Damage to Personal Property.** In the event it is determined in the course of business that a consumer is the direct and sole cause of damage to the employee's personal property located at the worksite, employee's vehicle, or property within the vehicle, the damage shall be remedied or the employee will be reimbursed for documented damage.

## **ARTICLE 21 — WAGES**

**21.1 Wage and Salary Guidelines.** The wage and salary guidelines in Appendix "A" shall be attached hereto and hereby made a part of this Agreement. The wages reflected in Appendix A shall be effective through December 5, 2017 to December 31, 2018.

The wage and salary guidelines applicable to placement on the salary grade for new hires in Appendix "A", shall be attached hereto and hereby are made part of this Agreement. At the time of hire, a written copy of these guidelines shall be provided to this new employee along with a copy of information showing how the individual's salary was calculated.

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

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

**21.3 Timesheets/Personnel Action Notices.** Timesheets must be completed, signed by the employee, and submitted to the employee's supervisor (or designee), by the published deadline. If a timesheet is late, through no fault of the employee, it will be accepted and the employee will be paid on the regular payday or as soon as possible thereafter. The Employer will consider extenuating circumstances as reasons to pay an employee who fails to submit a timesheet by the deadline and will be issued a check within twenty-four (24) hours and within regular business hours.

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

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

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

**21.5 Reporting Pay.** An employee who reports for scheduled work and who is sent home shall be paid a minimum of four (4) hours pay. Further, any employee scheduled for a relief assignment whose assignment is canceled within forty-eight (48) hours of the relief assignment, shall be paid at least a minimum of four (4) hours pay. An employee who reports to cover a shift within two (2) hours of the call shall receive two (2) hours pay as a reporting bonus. This bonus shall not count as time worked for the calculation of overtime.

**21.6 No Reduction in Wages and/or Benefits.** No working conditions, hours, benefits, or rates of pay in effect as of the date of execution of this Agreement shall be diminished or curtailed because of the signing of this Agreement.

## **ARTICLE 22 — SUBCONTRACTING**

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

## **ARTICLE 23 — MANAGEMENT RIGHTS**

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

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

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

#### **ARTICLE 24 — CHECKOFF**

It shall be a condition of employment that all employees covered by this Agreement shall either (1) become and remain members in good standing of the Union; or (2) pay a monthly fee, based on reasonable costs of representation, to the Union. The representation fee shall be established by the Union consistent with provisions of applicable law.

The Employer agrees to a check off for the payment of the Union dues and initiation fees, and voluntary COPE contributions and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of the following:

The Employer shall give each new employee a copy of the Collective Bargaining Agreement with current pay scale.

The Union shall provide a Union Application for Membership and Payroll Deduction Authorization Form for withholding of Union Dues, as well as an explanation sheet, at the time of hire. These completed forms shall be sent to the Union by the employee.

If the employee does not comply with the provisions of this section within 30 days, he/she will be terminated.

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 and fees from wages or payments for remittance to COPE funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations just as would be done with a paper form for purposes of this Agreement.

The regular monthly dues/fees and voluntary COPE contributions for regular employees shall be deducted from the first paycheck of each calendar month. For new members, half the full initiation fee and first month's dues/fees shall be deducted from the employee's first full paycheck following the presentation of a signed letter of dissent to the Union or thirty (30) days of

employment. The balance of the initiation fee and second month dues/fees shall be deducted from the first paycheck in the following month. In the event an employee terminates his/her employment before his/her initiation fee has been completed, the amount necessary to complete the initiation fee shall be deducted from the final paycheck.

Any employee who is paying dues or fees may stop making these payments by giving written notice to both the Employer and the Union during the period not less than ten (10) and not more than twenty (20) days before the annual anniversary date of the employee's authorization or the date of termination of this agreement, whichever is sooner. The Employer will honor employee check off authorizations unless they are revoked in writing during the window period, regardless of whether the employee is a member of the Union.

All sums deducted for monthly dues/fees/COPE and initiation fees shall be remitted to the Union not later than the 20<sup>th</sup> day of the month in which such deductions are made, together with an electronic list specifying the following:

- **24.1** Names, employee identification numbers, job code, team number, worksite, hourly wage, health insurance premium deduction, and home address of all employees for whom deductions are made by type (dues/fees).
- **24.2** Amount of deduction for each employee.
- **24.3** All refunds of members' dues will be handled by the Union.

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

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

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

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

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

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

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

26.1 In the event any law or regulation or governmental order, or the final decision of any court or board of competent jurisdiction affects any one or more provisions of this Agreement, the provision or provisions so affected shall be made to comply with the requirements of such law, regulation, governmental order or decision for the localities within the jurisdiction, and otherwise the Agreement shall continue in full force and effect.

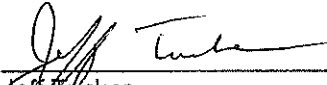
26.2 The Company will notify the Union in writing if compliance will require modification of the Collective Bargaining Agreement. Unless the Company determines that compliance requires immediate implementation, the change will not be implemented until the Union has had an opportunity to negotiate with the Company the interpretation of the law, regulation, order, determination or ruling.

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

Unless otherwise specified within the agreement, these agreement terms shall be effective from December 5, 2017 and shall remain in full force and effect through December 31, 2020 at 11:59 p.m., and shall thereafter remain in effect unless terminated or opened for negotiations by either party giving the other party written notice of termination or opening not less than sixty (60) days nor more than ninety (90) days prior to the expiration date. If the Agreement is not terminated or opened it shall remain in full force and effect. At any time thereafter upon sixty (60) days written notice by either party, the agreement may be reopened.

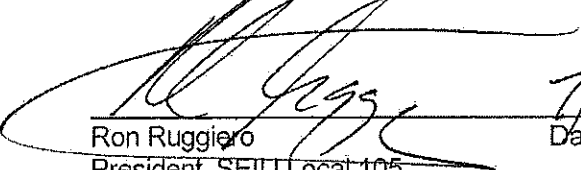
The contract will be reopened for negotiation of economic issues only (limited to: wages, including any gainsharing, health/vision, and dental insurance), effective December 31, 2018 and December 31, 2019.

**FOR THE EMPLOYER:** *(signatures on file)*

  
\_\_\_\_\_  
Jeff Tucker  
VP of HR

7-16-18  
\_\_\_\_\_  
Date

**FOR THE UNION:** *(signatures on file)*

  
\_\_\_\_\_  
Ron Ruggiero  
President, SEIU Local 105

7/1/18  
\_\_\_\_\_  
Date

**APPENDIX "A"**

**Wage and Salary Guidelines**

**1) Wage Scale and Classifications:**

**Mental Health Center of Denver  
Wage & Salary Guidelines-Bargaining Unit  
No bargaining unit employee at MHCD  
shall make less than \$15/hr.  
Effective December 4, 2017 (2018  
payscale)**

<b>DEPARTMENT / POSITION</b>	<b>STATUS</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>	<b>Annual Step</b>
					2 percent
Mental Health Worker (No Degree)	H	13.68 1,094.40 28,454.40	16.42 1,313.60 34,153.60	19.14 1,531.20 39,811.20	683.07
Residential Counselor I <b>(\$15/hr. eligible)</b>	H	15.13 1,210.40 31,470.40	18.15 1,452.00 37,752.00	21.17 1,693.60 44,033.60	755.04
Residential Counselor II (Bachelor's)	H	16.05 1,284.00 33,384.00	19.25 1,540.00 40,040.00	22.45 1,796.00 46,696.00	800.80
Vocational Placement Specialist I Vocational Counselor I	E	16.81 1,344.80 34,964.80	20.17 1,613.60 41,953.60	23.53 1,882.40 48,942.40	839.07
Personal Financial Services	E	16.42 1,313.60 34,153.60	19.55 1,564.00 40,664.00	22.69 1,815.20 47,195.20	813.28
Clinical Case Manager I (Bachelor's) Mental Health Therapist I (Bachelor's)	E	17.58 1,406.40 36,566.40	21.12 1,689.60 43,929.60	24.65 1,972.00 51,272.00	878.59
Medical Assistant	H	17.52 1,401.60 36,441.60	21.03 1,682.40 43,742.40	24.53 1,962.40 51,022.40	874.85
Vocational Counselor II Vocational Specialist II	E	19.50 1,560.00 40,560.00	23.43 1,874.40 48,734.40	27.36 2,188.80 56,908.80	974.69
Psychiatric Nurse I (LPN)	H	23.31 1,864.80 48,484.80	27.43 2,194.40 57,054.40	31.54 2,523.20 65,603.20	1141.09



Clinical Case Manager II (Master's) Mental Health Therapist II (Masters)	E	20.22 1,617.60 42,057.60	24.28 1,942.40 50,502.40	28.34 2,267.20 58,947.20	1010.05
Vocational Project Coordinator	E	19.89 1,591.20 41,371.20	23.85 1,908.00 49,608.00	27.79 2,223.20 57,803.20	992.16
LPC / LMFT	E	23.49 1,879.20 48,859.20	28.17 2,253.60 58,593.60	32.85 2,628.00 68,328.00	1171.87
Mental Health Therapist / PH. D	E	24.22 1,937.60 50,377.60	29.05 2,324.00 60,424.00	33.90 2,712.00 70,512.00	1208.48

Psychologist - Licensed	E	33.68 2,694.40 70,054.40	40.42 3,233.60 84,073.60	47.18 3,774.40 98,134.40	1681.47
Psychiatric Nurse II (RN)	E	27.43 2,194.40 57,054.40	32.93 2,634.40 68,494.40	38.41 3,072.80 79,892.80	1369.89
Psychiatric Nurse III (BSN)	E	28.83 2,306.40 59,966.40	34.49 2,759.20 71,739.20	40.12 3,209.60 83,449.60	1434.78
Mental Health Therapist II (Masters) Homebased Team	E	21.52 1,721.60 44,761.60	25.81 2,064.80 53,684.80	30.11 2,408.80 62,628.80	1073.70
LPC / LMFT Homebased Team CCC CoResponder	E	25.38 2,030.40 52,790.40	30.47 2,437.60 63,377.60	35.55 2,844.00 73,944.00	1267.55
Psychologist-Licensed Homebased Team	E	36.78 2,942.40 76,502.40	44.15 3,532.00 91,832.00	51.52 4,121.60 107,161.60	1836.64
Mail Room Staff <b>(\$15/hr. eligible)</b>	H	11.46 916.80 23,836.80	13.75 1,100.00 28,600.00	16.03 1,282.40 33,342.40	572.00
Day Porter <b>(\$15/hr. eligible)</b>	H	13.64 1,091.20 28,371.20	16.36 1,308.80 34,028.80	19.08 1,526.40 39,686.40	680.58
Peer Specialist <b>(\$15/hr. eligible)</b>	H	14.15 1,132.00 29,432.00	16.98 1,358.40 35,318.40	19.81 1,584.80 41,204.80	706.37

Housing Resource Specialist	H	17.03 1,362.40 35,422.40	20.17 1,613.60 41,953.60	23.31 1,864.80 48,484.80	839.07
Maintenance Mechanic	H	17.73 1,418.40 36,878.40	21.30 1,704.00 44,304.00	24.86 1,988.80 51,708.80	886.08
Administrative Assistant	H	15.82 1,265.60 32,905.60	18.99 1,519.20 39,499.20	22.16 1,772.80 46,092.80	789.98
Vocational Supervisor I <b>(\$15/hr. eligible)</b>	H	14.95 1,196.00 31,096.00	17.94 1,435.20 37,315.20	20.92 1,673.60 43,513.60	746.30
Vocational Supervisor II	E	18.04 1,443.20 37,523.20	21.65 1,732.00 45,032.00	25.26 2,020.80 52,540.80	900.64

LCSW Homebased Team CCC CoResponder	E	26.96 2,156.80 56,076.80	32.35 2,588.00 67,288.00	37.74 3,019.20 78,499.20	1345.76
LCSW	E	24.94 1,995.20 51,875.20	29.90 2,392.00 62,192.00	34.86 2,788.80 72,508.80	1243.84

- Language differential \$1/hr.
- Spanish/ASL differential \$2.50/hr.
- AON - Res. Counselor differential \$1/hr.
- AON - All Nurses (Residential & WIC/CCC) \$2/hr.
- AON - Licensed differential \$2/hr.
- CAC II/III & CPRP differential \$1/hr. **(CPRP for Non-licensed clinicians only)**
  
- Supervision differential per individual for CAC and license, Max \$1/hr=2 employees \$0.50/hr.
- Lead Nurse - Park Place & CCC (single staffed) \$2/hr.
- Lead/Floater Nurse - RC \$2/hr.
- \*Relocation Expense Reimburse-LCSW/LPC/LMFT/Lic. Psych./ASL/Spanish: \$3,000

## **2) Voluntary Transfer:**

When an employee voluntarily moves to another MHCD position they will be placed on the salary grade in one of the following ways:

### **A. Voluntary movement to a new position in an unrelated job family:**

Employees will be placed at their current percentage placement in an unrelated job family if the salary grade for the new placement is lower or equal to current hourly wages. If an employee elects to move to an unrelated job family, which results in a higher pay scale classification, placement on the scale will be based on direct relevant experience.

### **B. Voluntary movement to a new position in a related job family:**

Employees will be placed at their current percentage placement in a related job family if the salary grade for the new position is lower or equal to current hourly wages. If an employee elects to move to a related job family, which results in a higher pay scale classification, the employee will be placed on the Appendix A salary schedule in the following manner: The employee shall be placed on the salary schedule as if the employee's experience evaluated as a new hire except that employees shall not be limited to the mid-point of the salary scale. (See New Hire Wage and Salary Guidelines).

Note: Related job families are defined as those which require the same or similar essential job functions as defined by job descriptions.

## **3) Language Premium**

An employee fluent in a language prevalent in the community served by MHCD or useful among MHCD consumers shall be entitled to a \$1.00 per hour premium above the employee's regular hourly rate. Rate for Spanish and American Sign Language shall be \$2.50 per hour. Employees fluent in more than one language shall not be eligible for more than one premium. Prior to receiving the premium, an employee shall be tested to ensure fluency sufficient to assist a consumer with clinical interactions. Any employee already receiving the language premium as of December 31, 2008 shall continue to receive the premium.

## **4) CAC Premium**

Employees in positions that require CAC certification (i.e. CAC requirement within job description) shall receive a \$1.00 per hour premium above their hourly rate. There shall be a 50 cents an hour differential for employees who are supervising bargaining unit employees toward their CACTI/III certification during the period in which supervision is occurring. Maximum differential is 50 cents.

## **5) Licensed Supervision Premium**

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

## **6) Lead Nurse Premium**

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

## **7) Certified Psychiatric Rehabilitation Practitioner Premium**

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

### **8) Awake Overnight**

Residential Counselors who work an eight or twelve hour shift beginning at or after 7PM shall be paid a differential of \$1 per hour and Licensed Clinicians (LCSW, LPC, LMFT, Licensed Psychologist) who work an eight or twelve hour shift beginning at or after 7PM shall be paid a differential of \$2 per hour.

### **9) Housing Resource Specialists**

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

### **New Hire Wage and Salary Guidelines (Bargaining Unit Positions)**

#### **Determination:**

The Wage and Salary Guidelines contained in this collective bargaining agreement shall show the minimum, maximum, and 50<sup>th</sup> percentile for each job class. The Guidelines shall also show the 2% equivalent for each job class. The HR staff will review a candidate's experience and education prior to hire, to determine the number of years of credit that will be granted to the candidate. This determination will be used to establish a salary offer with each year of credit being equivalent to 2%. No new hire will be offered placement higher than 50% of the salary grade.

**Guidelines:** Credit will be determined by the following guidelines and allowances:

- 1) Full credit will be given for jobs worked in excess of 30 hours per week.
- 2) 1/2 credit will be given for jobs worked less than 30 hours per week.
- 3) 1/2 credit will be given for pre-degree or pre-license experience.
- 4) Full or 1/2 credit may be given for paid internships at HR's discretion.
- 5) 1/2 credit may be given for unpaid internships at HR's discretion.
- 6) No credit will be given for volunteer work.

\*All credit must be for work experience relevant to the position, determined at the discretion of HR staff. \*\*Dates used for paid part-time jobs which are also pre-degree, will be credited at 1/4 year(s).

**Disputed Experience:** New hire candidates for positions may discuss the beginning salary with HR staff, if the new hire believes appropriate credit has not been given. The candidate must do so, prior to signing the Personnel Action Notice, agreeing to the salary quoted to the candidate. Only in the instance of a *clear mistake*, should HR staff unilaterally adjust the salary of an employee, once the Personnel Action Notice is signed.

**Non-Bargaining Positions:** For non-bargaining unit positions, the HR staff will work with the hiring supervisor to determine the appropriate salary level and pay grade for new positions, and shall not be strictly limited by the above guidelines.

## Health, Vision and Dental Insurance Premiums

The premium's deduction for insurance coverage is **each pay period** for 24 pay periods on a before-tax basis. Enrollment is delayed to the first of the month following a minimum of 60 days or maximum of 90 days.

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

### **CIGNA Local Plus**

#### Health and Visioncare Premiums

#### Bi-Weekly Contribution

HOURS PER WEEK	EMPLOYEE	EMPLOYEE & CHILDREN	EMPLOYEE & SPOUSE	FAMILY
40 *	110.00	214.00	233.00	317.00
<b>Non-Smoker</b>	<b>35.00</b>	<b>139.00</b>	<b>158.00</b>	<b>242.00</b>
35 *	121.55	259.87	285.14	396.86
<b>Non-Smoker</b>	<b>46.55</b>	<b>184.87</b>	<b>210.14</b>	<b>321.86</b>
30 *	138.35	326.59	360.98	513.02
<b>Non-Smoker</b>	<b>63.35</b>	<b>251.59</b>	<b>285.98</b>	<b>438.02</b>

#### CIGNA Dental Plan

40	6.68	13.35	13.35	20.03
35	8.16	16.70	16.70	25.22
30	10.01	20.03	20.03	30.05

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

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

## **Gainsharing**

Eligible employees - employees who worked at Mental Health Center of Denver during the fiscal year 2018 (July 1, 2017 through June 30, 2018) and remain employed through October 31, 2018 shall participate in Gainsharing.

### **Gainsharing shall occur if:**

For Fiscal Year 2018, bargaining unit employees shall participate in a gainsharing program. If the Mental Health Center of Denver's Net Operating Margin is great than 2.5% then twenty five percent of those dollars above the 2.5% and not to exceed a total of 1.5% shall be allocated to a one-time gainsharing incentive to all bargaining unit employees (with each bargaining unit employee to be paid the same flat rate) to be paid by November 30, 2018.

In addition, the following goals must be met for their respective percentages of the gainsharing payout:

1. Operations (25%) – Write-offs for billable services as a % of operating revenue (excludes grant revenue, investment income and other revenue) of 4.5% or less for the period January 1, 2018 through June 30, 2018.
2. Lifespan Clinical System: By Feb. 28, 2018, Mental Health Center of Denver shall offer the following trainings, and allow employees reasonable time to attend:
  - a. Zero Suicide Training (12.5%) – 85% of required clinical staff complete Zero suicide training by June 30, 2018.
  - b. Older Adult Training (12.5%) – 90% of required staff – 7 CTT Teams - complete Older Adult Training by June 30, 2018.
3. Well-being (25%) - 40% of all employees will complete the 2018 Wellness Challenge between January 1, 2018 to October 31, 2018 (attached).
4. Catalytic Coaching (25%) – 80% of employees employed as of June 30, 2018 with a start date prior to January 1, 2018 catalytic coaching will be complete by June 30, 2018. Completion includes the full process – Input Sheet, Coaching Worksheet & Personal Development Plan.

## **APPENDIX "B"**

### **MUTUAL RESPECT AGREEMENT**

- 1) The parties shall make a good faith effort to respect each other.
- 2) The parties shall each take a positive approach to the mission of MHCD, including:
  - a. In communications to the public.
  - b. In communications to members of the other organization.
  - c. Nothing herein shall be construed to prevent either party from communicating to the public or its members relevant, truthful information relating to contract and labor issues, but *shall* prohibit the following:
    - i. Requests to third parties to refrain from funding a party or to condition funding on compliance with a certain behavior.
    - ii. Requests to third parties to refrain from donating to a party or to condition donating on compliance with a certain behavior.

- iii. Requests to third parties to refrain from doing business with a party or to condition doing business on compliance with a certain behavior.
- 3) The parties agree to share financial information, market comparisons, survey results, and similar data relevant to the collective bargaining process. This specifically excludes SEIU's internal financial information.
  - a. In collective bargaining, each party agrees to provide detailed financial data/analysis of the party's proposals at the table.
- 4) The parties shall support each other's efforts in seeking improved funding for community mental health centers, especially MHCD.
- 5) When the parties agree that other activities shall be mutually beneficial to both parties, they shall meet to discuss these activities and encourage participation in the activities.
- 6) This Agreement is to set forth the expectation of a positive relationship between the two parties.
- 7) If either party feels the other is in violation of this agreement, the party shall contact the individual(s) from the
- 8) other party to discuss the issue and seek a positive resolution of the issue before seeking redress by grievance or arbitration.

Regarding violations of the financially related portion of 2.c., if an arbitrator finds violation(s) of this portion of the Mutual Respect Agreement, the arbitrator shall assess a penalty of \$15,000 per incident.

### **Side Letter Agreement**

SEIU Local 105 and Mental Health Center of Denver agree to the following:

1. Regarding Pathways to Leadership or similar leadership training, MHCD's Training and Staff Development team shall provide clarification as to selection criteria and process for employee's to express interest in the training opportunity.
2. The Steward/HR Committee shall discuss the topic of Catalytic Coaching with a goal of ensuring that each employee participates in Catalytic Coaching annually. The group will also discuss helping new employees understand the priorities, goals, and standards during the probationary period.
3. It is a shared interest of both labor and management to increase the number of CAC/LAC certified clinicians within the organization. The Collaborative Partnership Committee will discuss this issue to explore the feasibility, cost, and possible process of working toward this goal.
4. Management will invite bargaining unit employees to participate in the Training and Staff Development Committee.