

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ARAPAHOE COUNTY GOVERNMENT

AND

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES**

County Department of Human Services Unit

Table of Contents

Art. 1 – Recognition
Art. 2 – Union Rights
Art. 3 – Anti-Violence
Art. 4 – Grievance and Arbitration Procedure
Art. 5 – Probationary Period
Art. 6 – Disciplinary Procedure
Art. 7 – Health and Safety
Art. 8 – Hours of Work
Art. 9 – Seniority
Art. 10 – Labor Management Committee
Art. 11 – Employee Benefits
Art. 12 – Compensation
Art. 13 – No Discrimination/No Harassment
Art. 14 – No Strike/No Lockout
Art. 15 – General Provisions
Art. 16 – Management Rights
Art. 17 – Leave
Art. 18 – Workload
Art. 19 – Education and Training

ARTICLE 1 RECOGNITION

Section 1.1 Scope of Agreement

The County recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit defined as:

All County employees employed by Arapahoe County in the Department of Human Services; but excluding confidential employees, managerial employees, executive employees, and temporary, intermittent, and seasonal employees who work less than 90 days in a 365-day period as those exclusions are defined in C.R.S. § 8-3.3-102(1)(a) through (d).

The parties agree that the bargaining unit shall include and exclude the job titles and classifications as set forth in the stipulated election agreement.

Section 1.2 Employee defined

The term "Employee" as used herein shall include employees in the bargaining unit as defined in Section 1.1. above.

ARTICLE 2 UNION RIGHTS

Section 2.1 Union Access

Non-employee Union Representative(s) shall have reasonable access to the County's non-working areas during working time for the purposes of enforcing and administering this Agreement. Any access limitations shall be consistent with applicable law.

Employees will not be compensated for time spent conferring with Union Representative(s) during working time.

A representative seeking permission to access restricted or locked work areas, such as breakrooms or working areas, shall notify the Director of Human Services or their designee in writing at least 48 hours prior to the intended visit, indicating the general purpose of the visit. Access will not be unreasonably denied.

Section 2.2 Local Union Stewards

The County recognizes the right of the Local Union to select Local Union stewards to serve as employee representatives. Union stewards shall not be recognized by the County until the Union has notified the County in writing of the individuals serving as authorized Union stewards. The Local Union or its designated staff representative will notify the County in writing when individuals leave the position of Local Union steward. Union stewards shall suffer no loss in pay for attendance at investigatory and grievance meetings. However, stewards who attend such meetings outside their scheduled work hours will not be compensated.

Section 2.3 Bulletin Boards

On the effective date of this Agreement, the County shall provide a bulletin board in the main employee entrances at the Centrepont Building and the employee breakroom at Arapahoe Plaza, to post official Union communications. The Local Union shall provide the County a copy of such communication to be posted prior to or at the time of posting. The following notices will be permitted:

- AFSCME meeting and program notices
- AFSCME election notices
- AFSCME notices of appointments to office
- AFSCME social events.

No defamatory or offensive material will be posted. The bulletin board shall be maintained by the Union.

Section 2.4 New Employee Orientation

The County will provide the Union with notice of its standing New Employee Orientation (NEO). At least 2 business days- prior to the standing meeting, the County will inform the Union if any bargaining unit employees are being oriented. In that event, the following procedures will apply:

The Union will have a one-hour block at least one hour prior to the close of the NEO to make a presentation to the new employees (e.g., 2:30-3:30PM assuming one hour left in the County's NEO). Such presentation shall be made in the same meeting link utilized by the County.

At the outset of its presentation, the Union will make a disclaiming statement that Arapahoe County does not control the content, views or perspectives made by the Union - the presentation reflects only the Union's views.

Section 2.5 Union Release

The Arapahoe County community benefits from a constructive and cooperative relationship between the County and its employees. Local Union officers or stewards will be permitted to attend investigatory and grievance meetings as requested/necessary during working time without a loss of pay. Employees shall communicate the need to attend the above with their supervisor. Work devoted to union responsibilities shall not result in overtime without prior approval.

Section 2.7 Dues Deduction

- A. The County agrees to deduct from the wages of bargaining unit employees, in accordance with the terms of an employee signed dues authorization card for dues in amounts designated by the Union. Said deductions shall be made and remitted to the Union with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The itemized statement shall be sent via email in Excel format to AFSCME Council 976's designated representative. Upon transmittal of said funds, the County shall

not incur any financial obligation and responsibility with respect to such deductions. The Union agrees to indemnify, defend and hold the County harmless from all claims, demands, suits and other forms of liability, including the County's reasonable attorneys' fees that may be made against or incurred by it from or by reason of any action or inaction by the County in carrying out the provisions in compliance with this section.

- B. Dues Changes: The Treasurer or other authorized official of the Union will notify the County in writing when the Union's dues structure changes. The change will be effective at the beginning of the first full pay period after the change is received.

Section 2.8 Lists Provided to the Union

Each quarter the County will provide the following information on the DHS bargaining unit electronically in an excel format:

1. Name
2. Employee ID #
3. Department/Division
4. Job classification
5. Job title
6. Work phone
7. Work email
8. Work address
9. Work location
10. Salary
11. Date of hire
12. Home Address (unless employees opts out)
13. Personal cell and email (unless employees opts out)

Section 2.9 Union Meetings on County Premises

Subject to availability, the Union will be permitted to hold up to one meeting per month at both CenterPoint and Arapahoe Plaza, on county premises and using the County's meeting space. Such meeting spaces will be requested at least fourteen (14) calendar days in advance and permission shall not be unreasonably denied. Employees shall not be paid to attend designated union meetings.

Section 2.10 Use of County E-Mail for Union Communications

The Union will have the right to communicate periodically via the county email system with bargaining unit employees. Such communications will receive prior approval from the county Human Resources Department. The following topics will be permitted via email:

- AFSCME meeting and program notices
- AFSCME election notices
- AFSCME notices of appointments to office

- AFSCME social events.

No political advocacy, defamatory or offensive material will be permitted via the county email.

ARTICLE 3 ANTI-VIOLENCE

Section 3.1

Arapahoe County, including both management and employees, strives to maintain a work environment free from intimidation, threats or violent acts. This includes, but is not limited to: intimidating, threatening or hostile behaviors; physical/ verbal abuse; vandalism; arson; sabotage; use of weapons; carrying illegal weapons onto County premises; or any other conduct that is inappropriate at the workplace. In addition, offensive comments regarding violent events and/or behavior are not tolerated and may result in corrective action up to and including dismissal.

Section 3.2

Any behavior listed above should be immediately reported to a supervisor, department head or Human Resources representative. Complaints will be reviewed and investigated. Based on the results of the inquiry, management will take appropriate action.

Employees should directly contact law enforcement personnel if they believe there is an imminent threat to the safety and health of persons or property.

Section 3.3

If there is a reasonable suspicion that an employee has engaged in any conduct listed above, management reserves the right to conduct, without notice, searches and inspections of employer-provided materials/ equipment. This includes, but is not limited to, such things as offices, vehicles, lockers, desks, computer files and file drawers.

Section 3.4

Neither the Union nor the Employer will retaliate against any employee for filing a Complaint or grievance under this Article or for otherwise objecting to any conduct addressed herein.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

Section 4.1

The provisions of this Article shall be the exclusive method to resolve grievances regarding the interpretation or application of this Agreement. A grievance is defined as an employee dispute with the County over the interpretation or application of the terms of this Agreement.

Section 4.2

Any grievance not submitted in writing within the timeline specified for the particular Step shall be deemed abandoned and waived. Timelines may be extended if the individuals needed for resolution are unavailable due to illness or other circumstances that would prevent timely processing of the grievance. If timelines need to be extended, notice and the reason why will be shared with the other party.

Failure of the employee or the Union to comply with the time limits under this Article renders the grievance void and terminated. The County's failure to respond within the time limits shall automatically advance the grievance to the next step. The time limits at any step or for any hearing or meeting may be extended by mutual agreement of the parties involved at the particular step.

Section 4.3 Grievance Procedure

An aggrieved employee, along with a Union Steward, if requested, will attempt to resolve issues informally with their supervisor prior to filing a grievance. If the informal resolution process is unsuccessful, the employee is eligible to use the grievance process outlined below.

Section 4.3.1 Step 1

The aggrieved employee, along with a Union Steward, if requested, shall request to discuss a grievance with the employee's immediate supervisor within ten (10) business days from the day of the events or conditions on which the grievance is based, or the date the employee or Union reasonably should have had knowledge of the event or conditions. A meeting will be set within ten (10) business days from when the request by the employee was made. The employee's immediate supervisor shall attempt to resolve the matter within five (5) business days of the grievance meeting.

Section 4.3.2 Step 2

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the employee's department director or their designee. The written appeal shall contain the following:

- (a) Statement of the specific provision of the Agreement alleged to be violated.
- (b) Date(s) on which the alleged violation occurred.
- (c) Brief description of the violation that occurred.

- (d) Brief description of the facts allegedly supporting a violation.
- (e) Specific remedy sought.
- (f) List of the Employee(s) affected.
- (g) Signature of the employee on whose behalf the grievance is being filed.

The written appeal must be submitted within ten (10) business days following the completion of Step 1 or the date on which Step 1 was scheduled to be completed. The Department Director or their designee shall meet with and discuss the grievance with the Union Steward and the aggrieved employee within ten (10) business days of the written appeal. An answer to the grievance shall be submitted to the Union and aggrieved employee, within ten (10) business days of the Step 2 meeting.

Section 4.3.3 Step 3

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed in writing with the County's Director of Human Resources or Labor Relations Director within ten (10) business days following the completion of Step 2. Within ten (10) business days of such an appeal, the County's Director of Human Resources or Labor Relations Director shall meet with the aggrieved employee and the Union to discuss the grievance. The County's Director of Human Resources or Labor Relations Director shall respond in writing on the said form within ten (10) business days of the Step 3 meeting.

Section 4.3.4 Step 4

If the grievance has not been satisfactorily resolved at Step 3, the Union may request that the grievance be arbitrated before a neutral arbitrator by submitting a copy of the notice or demand for arbitration to the County's Director of Human Resources within fifteen (15) business days following completion of Step 3. The parties will attempt to agree on an arbitrator to hear the dispute. If no agreement can be reached, the Union will submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators. An arbitrator shall be chosen by alternatively striking names from the list; the last name remaining being the arbitrator chosen. The decision of the arbitrator shall be final and binding on all parties to the arbitration, including employees affected, subject to the right of the County or the Union to judicial review.

Section 4.3.4.1 The arbitrator may not add, subtract from, change or alter any provision of the Agreement.

Section 4.3.4.2 The arbitrator shall confine themselves to the precise question presented for arbitration and shall have no authority to determine any other question.

Section 4.3.4.3 The arbitrator may hear or decide on more than one (1) grievance if jointly requested by the parties.

Section 4.3.4.4 The cost of the arbitration, as well as the services of the arbitrator will be borne equally by the Union and the County.

Section 4.4

The employee shall be entitled to have Union representation at all steps of the Grievance Procedure. The steward shall make arrangements with their supervisor and approval will not be unreasonably withheld, so long as the arrangements do not interfere with the necessary operations. In the event such approval is withheld, the time limits associated with such grievance(s) scheduled for discussion shall be waived. The employee and steward will be provided with at least 24 hours' notice of all meetings with the employee regarding the grievance and bargaining unit employees shall be entitled to meet during working hours on paid time to handle these matters.

ARTICLE 5 PROBATIONARY PERIOD

Employees shall serve an initial twelve (12) month probationary period. Employees shall serve only one (1) probationary period. At the employee's request, a supervisor will meet with the employee after six (6) months to provide an informal evaluation and the employee's progress towards completion of probation. If an employee moves to a position with substantially enhanced qualifications [e.g. a degree, clearance (e.g. IRS certification, security/background check) specialized experience/training], the County reserves the right to impose up to a three (3) month probationary period beginning the effective date of the transfer.

Section 5.1 Extension of Probationary Period

Injury or Illness. If an employee has extended absences due to illness, injury, or other circumstances while on probation, the probationary period shall be extended until the actual time worked is equivalent to a twelve (12) month period.

Section 5.2 Termination of Probationary Employees

During the probationary period, an employee is considered to be employed at will. Terminations during the probationary period will not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 6: DISCIPLINARY PROCEDURE

Section 6.1

The County shall only issue discipline and terminate employees for just cause.

Section 6.2

The parties acknowledge that usually the purpose of discipline is remedial and corrective in nature. However, certain conduct sometimes warrants immediate penalties up to and including discharge from employment.

The County may but is not required to employ non-disciplinary corrective efforts (informal coaching and a notice of expectations) prior to the imposition of any of the disciplinary measures listed below. A notice of expectations is a written notice to the employee that behavior or performance has not sufficiently improved following informal coaching and places the employee on notice that one or more of the disciplinary actions listed below may be initiated if immediate improvement is not made. The notice is not retained in the employee's personnel file and does not contain any punitive or consequential measures. Informal coaching and the receipt of a notice of expectations are not grievable under this Agreement.

Section 6.3

In appropriate circumstances, the County may apply progressive discipline as follows:

- 6.4.1 Written Warning
- 6.4.2 Final Written Warning, With or Without Suspension
- 6.5.3 Termination of employment

The County reserves the right to skip any/all steps set forth above in appropriate circumstances.

Section 6.4

The County may consider each disciplinary action on its own merits as well as the appropriate level of discipline involved. In deciding the appropriate penalty for a given disciplinary violation, the County may consider any prior disciplinary action, as well as any non-disciplinary corrective efforts made prior to the imposition of a disciplinary action. The County will strive to impose discipline within ten (10) business days of the events that could lead to a potential discipline or when they reasonably could have been aware of such events. However, the County may extend the timeline to ensure a thorough investigation, or where circumstances support a reasonable expectation. When the County extends an investigation beyond ten (10) days it will endeavor to provide notice to the Union of the extension and an estimate of the duration of the investigation. Failure to provide timely notice of the extension of the investigation will not affect the validity of the disciplinary process or the validity of the decision to discipline a particular employee.

Section 6.5

Disciplinary action may include, but is not limited to, violation of work rules, dishonesty, insubordination or neglect of duty. Employees are expected to be aware of the Specific Grounds for Discipline as contained in the County's personnel policies.

Section 6.6

The County agrees to treat employees with respect and dignity. Employees will be afforded the right of privacy when counseled and/or when being disciplined.

Section 6.7

The Union recognizes that some offenses may be considered serious offenses and require immediate disciplinary action by the County. In the event of a suspension or termination, the County will provide notice to the Union within two (2) business days. Following an immediate suspension or termination, a Step 3 Grievance meeting will be scheduled within five days of the discipline occurring.

Section 6.8

Notice of a discipline issued by the County shall not state, explicitly or implicitly that the disciplined employee is without the right to appeal the discipline through the grievance process.

Section 6.9

The County will inform an employee that a meeting may lead to discipline at the outset of any investigatory meeting. The employee shall be entitled to advice, assistance, and representation by the Union. An employee may make this request at any time and will be granted representation before any further investigation takes place.

The County will strive to hold these meetings during the employee's work time. If arrangements cannot be reasonably made, the County will strive to schedule the meeting immediately before or after the employee's shift and meeting time will be considered on work time.

Provided an employee has not been disciplined for the same or similar offense, disciplinary action occurring more than thirty-six (36) months prior to the incident in question may be considered but will not automatically be a basis to enhance a disciplinary penalty.

All suspensions can be referred to for future discipline without limitation.

Section 6.10

Employees will have the right to review their personnel files with five (5) business days' notice.

ARTICLE 7 HEALTH AND SAFETY

Section 7.1 Policy

The County and the Union acknowledge that each employee reasonably expects to return home to their families from performing the services to the residents of this County at the end of each workday safe and unharmed. The County and the Union also acknowledge that work in the Department of Human Services entails contact with the public, home visitation, individual meetings, and other circumstances that can present risks to the health and safety of employees.

Section 7.2 County and Union Agreement on Health and Safety

The parties agree to work to maintain safe, secure, and healthful working conditions, methods, materials, equipment, vehicles, and facilities for employees covered under this Agreement.

If an employee required to have direct contact with a client reasonably believes their safety is in jeopardy, the matter should be brought to the attention of their immediate supervisor. All employees who are required to have direct contact with clients will receive training with components of de-escalation and situational awareness. All new employees expected to have direct contact with clients will schedule themselves to receive the same training within 180 days of their hire date. Within one hundred eighty (180) days of the execution of this agreement, upon request, the County will meet with the Union's safety representative(s) to hear the Union's perspective on the County's training.

The County will strive to comply with applicable federal, state, and local health and safety laws and regulations. The parties further agree, to always strive to improve the health and safety of working conditions of employees covered by this Agreement. In recognition of such cooperation, the County shall continue to provide, maintain, and replace necessary personal protective clothing and equipment at no cost to employees. The County shall provide additional protective clothing and equipment if required by applicable federal, state, or local health and safety laws and regulations or as agreed between the parties

ARTICLE 8 HOURS OF WORK

Section 8.1 Schedules

The County will determine and assign work schedules in accordance with the needs of the Department. Full-time employees covered by this agreement may work one of the following schedules as established by the department:

- A. Normal: Five consecutive days, 40 hours per week
- B. 4/10: Four 10- hour days, 40 hours per week
- C. 9/80: an alternative FLSA workweek which results in an employee essentially working eight (8) nine-hour workdays, one (1) eight-hour workday and having one workday off. This schedule requires a designated FLSA workweek, their workday off must remain the same, and employees may not alter their schedule or lunch time.
- D. Salaried: exempt employees may work a schedule listed above but are not paid on a per hour basis and are expected to accomplish achievable work goals within the employee's regular work schedule.
- E. The above schedules are subject to change and the decision to change the types of schedules applicable to employees will not be subject to bargaining. However, the Union may request effects bargaining over any decision to implement a new schedule, subject to state and federal law and regulation.

Section 8.2 Lunch Period

Employees covered by this Agreement may take a thirty (30) minute unpaid meal break near the middle of the workday. Employees may, at their option, combine their two (2) fifteen (15) minute paid rest periods and the thirty (30) minute unpaid meal break to provide a one (1) hour lunch break.

Section 8.3 Paid Rest Periods

Employees are eligible for two (2) fifteen (15) minute paid rest periods per workday.

Section 8.4 Overtime

Payment of overtime to all non-exempt hourly employees shall be at the rate of one and one-half (1 ½) the regular hourly rate of pay for all hours compensated beyond forty (40) hours per workweek. There shall be no pyramiding of overtime.

Section 8.5 Teleworking

Employees will be eligible for telework options as offered under County or Department policy under the same terms and conditions available to non-bargaining unit employees. In the event of a change in the Telework/Remote Work policy, department managers will provide advance notice to employees and, upon request, will meet with the Union to discuss the effects of the change in policy.

Section 8.6 Flex Time

Bargaining unit employees will be subject to the same flex time rules and policies applicable to non-bargaining unit employees. In the event of a change in the flex time rules and policy, Department managers will provide advance notice to employees and, upon request, meet with the Union to discuss the effects of the change in policy.

ARTICLE 9 SENIORITY

Section 9.1 Seniority Defined

County seniority shall be defined as an employee's continuous service, from the employee's most recent date of hire.

In the event that two or more employees have the same seniority date, relative seniority will be determined by the time of hire, to the extent it can be ascertained by review of objective evidence.

Section 9.2 Loss of Seniority

An employee shall lose seniority rights and employment will cease for any of the following reasons:

- A. Resignation;
- B. Discharge for just cause; or

- C. Failure to report for recall to work to their former classification following layoff within fourteen (14) calendar days from the date of notice of recall.

Section 9.3 Layoff and Recall

Should it become necessary for the County to reduce the size of the workforce due to lack of work, the County shall provide a written notice to the Union at the earliest possible opportunity but in no event less than thirty (30) days prior to the layoff. Once the layoff notice has been provided, the County and the Union shall meet by mutual agreement to discuss effects. The County shall notify the affected employees no less than twenty (20) days prior to the layoff. The County will retain qualified employees. Where qualifications are equal and where more than one employee is in a classification designated for layoff, involuntary layoffs shall be by inverse order of seniority by classification within the one or more Division(s) (Child and Adult Protections Services (CAPS), Community & Child Support Services (CCSS)) impacted, in the following order:

1. Volunteers;
 2. Elimination of vacant positions;
 3. Temporary/Grant-funded positions;
 4. Project-designated positions;
 5. Probationary positions (e.g., employee who have not completed the initial probationary period); then
 6. Employees in regular positions, with the least time in service (using most recent date of hire)
- A. Qualified employees who have been laid off may displace (bump) a more junior bargaining unit employee in another classification in which such laid off employee has held status in.
- B. Recall - As positions become available, qualified employees shall have the right to be recalled beginning with the most senior employee in the classification and Division effected. A copy of such employee's recall notice shall be provided to the Union concurrently with the employee's notification. Employees recalled to employment shall be sent traceable correspondence announcing such recall to the employee's last known address. Recalled employees who fail to respond within fourteen (14) days from the receipt of the recall letter or refuse a recall to their former classification shall be considered to have waived their recall rights.

Section 9.4 Bargaining Unit Seniority Lists

Bargaining Unit seniority will be provided to the Union in accordance with the Collective Bargaining for County Employees Act ("COBCA") and upon request in conjunction with a layoff notice.

Section 9.5 Application of Seniority

Seniority shall be applied to layoff due to lack of work and recall consistent with Section 9.4 above. Seniority shall also be used for vacation scheduling through a mutually

established process that ensures coverage. A probationary employee shall not accumulate any seniority during the probationary period. Once the probationary period has ended, the employee's seniority date shall be reflected as their original date of hire.

ARTICLE 10. LABOR/MANAGEMENT COMMITTEE (LMC)

Effective within sixty (60) calendar days from the effective date of this Agreement, the County and the Union shall establish a Labor/Management Committee (LMC) comprised of up to three (3) Union and up to three (3) Employer representatives. By agreement, parties may invite other attendees to committee meetings with three business days advance notice to the other party.

The function of the LMC shall be to discuss solutions to identifiable operational concerns and other work-related issues within the bargaining unit. Discussions regarding bargaining unit health and safety issues shall have priority over all other issues. Each party may submit proposed agenda items up to forty- eight (48) hours prior to the next LMC. The agenda will be by consensus. The LMC shall meet quarterly unless the parties jointly agree otherwise. LMC meetings shall not exceed ninety (90) minutes. The committee shall not have the power to change the provisions of this Agreement to negotiate new agreements or resolve grievances without concurrence in writing between the Union and the County. Bargaining unit employees who serve on the committee shall suffer no loss of pay for attendance at LMC meetings. Neither party may file grievances over statements made at LMC meetings or use LMC statements in any formal proceedings.

ARTICLE 11 EMPLOYEE BENEFITS

Bargaining unit employees will be eligible to participate in the following benefit plans subject to the same terms and conditions applicable to non-bargaining unit County employees.

The current benefit plans offered to County employees:

- Medical
- Dental
- Vision
- Short Term Disability
- Long Term Disability
- Additional Life and AD&D Insurance
- Basic Term Life and AD&D Insurance
- Health Reimbursement Arrangement
- Flexible Spending Accounts (Healthcare, Dependent Care, Transit and Adoption)
- Caregiver Support
- Financial Coaching
- Accident

- Critical Illness
- Hospital Indemnity
- Prepaid Legal
- Home, Auto, Pet and Identity protection insurance
- Tuition Reimbursement
- Employee Assistance
- 457b Deferred Compensation Plan
- Mandatory 401A Defined Benefit Plan

The Union shall be invited to attend the annual benefits proposal discussion during a Board of County Commissioners Study Session to provide input and ask questions on annual benefit offerings. The Employer shall provide to the Union Staff Representation such Study Session materials in advance of the Board of County Commissioners Study Session at the same time as such materials are forward to the Board of County Commissioners.

The County and the Union agree that the Union may request a reopening in May of 2026 of this Article for benefit years 2027 and 2028, prior to the County's execution of insurance contracts for those benefit plan years. The Union will have the opportunity to suggest additional carriers and plan options and request discussion of premium costs and other concerns during reopener meetings. The County agrees to share the details of the County's requests for proposals on the issue of health coverage with the Union's designated representative.

ARTICLE 12 COMPENSATION

Section 12.1 Wage and Salary Increases

- A. Effective January 1, 2026, the County will increase the hourly rate of pay for each non-exempt employee and the annual salary for each exempt employee by 4.00%. In the event that an employee is at the max for their pay grade, this will be in the form of a lump sum. The minimum and maximum salary levels for all pay grades for all bargaining unit positions will be increased by 2.67%.
- B. Beginning on July 1, 2026, the Union may request to reopen this Article for the purpose of negotiating the applicable rate of pay effective January 1, 2027.
- C. Beginning on July 1, 2027, the Union may request to reopen this Article for the purpose of negotiating the applicable rate of pay effective January 1, 2028.

Section 12.2 Mileage Reimbursement

A County vehicle may be available to employees required to work away from the employee's primary worksite. The Employer shall continue to provide mileage reimbursement for actual miles traveled, at the IRS mileage rate, for employees who drive personal vehicles while performing work duties while employed by the County.

Normally, those employees who work from home due to restricted office space at the primary work location do not receive mileage reimbursement for such trips from home to their principal place of business, i.e., the office. However, in the event such employee's principal place of business, i.e., the office is closed, and the County designates the employee's home the principal place of business, mileage will be reimbursed for work travel from the employee's home.

Section 12.3 Language Pay

Employees will be eligible for language pay in accordance with County Policy.

Compensation:

1. Employees who are identified as dual language proficient will receive the following:

Tier 1 Compensation: Exempt \$134.62/pay period
Non-exempt \$1.68/hour

Tier 2 Compensation: Exempt \$67.31/pay period
Non-exempt \$0.84/hour

Tier 3 Compensation: \$50.00/pay period in which they provide service

2. Receipt of payment is for any dual language work and will not be paid for each language.
3. Tier 1 and 2 employees that have been identified as proficient with a passing score will be entered into SAP by payroll for an ongoing bi-weekly pay differential. It is the responsibility of each account administrator to notify compensation if any changes to tiers are required.
4. Tier 3 employees that have been identified as proficient with a passing score will need to enter on their timesheet one hour of On Demand Language (Code 1050) time in any pay period in which they provide this service. Employees that have not been determined as proficient will receive an error message when trying to use this code.
5. Payment would begin the first day of the next unprocessed pay period after test results are received.

Section 12.4 On Call Pay for Case Workers

On call is defined in accordance with County policy. Caseworkers assigned to on-call duty status shall receive the following on-call pay dollar amounts for such on-call status:

Caseworker Shifts

Weekdays AM (12am-7am) or PM (430pm-1159pm)

- Caseworker Flat Rate No Response \$100
- Caseworker Flat Rate Response \$200

Weekends (Saturday or Sunday, 12am-1159am)

- Caseworker Flat Rate No Response \$400
- Caseworker Flat Rate Response \$500

Holiday (12am-1159pm)

- Caseworker Flat Rate No Response \$500

(2 Caseworkers On Call: 1 Screens 12 hrs/1 Responds 12 hrs, then swap)

- Caseworker Flat Rate Response \$600

Hotline Coverage 12am-7am (only when hotline caseworker is on leave during 12am-7am) \$75

Holiday Hotline coverage will be \$100 per Hotline shift.

Section 12.5 Temporary Reassignment

If an employee is temporarily reassigned to a position in a higher salary grade than their current position, such employee shall receive a temporary 6% salary increase or the minimum amount for the higher position (whichever is greater) retroactive to the first day of reassignment if the following conditions are met:

1. The temporary reassignment is at least thirty (30) calendar days, and
2. The employee is performing a majority of the normal duties and responsibilities of the position's job specifications.

Upon completion of a temporary reassignment, the employee shall return to their previous position, at the same rate of pay (or higher rate of pay in the event of a salary increase occurring during a temporary reassignment), and the same benefit status of the original position.

Section 12.6 Per Diems

Bargaining unit employees required to travel overnight on work assignments for the county will receive the applicable federal meal and incidental per diem rate for all nights spent on overnight travel.

ARTICLE 13 NO DISCRIMINATION/NO HARASSMENT

Section 13.1 Gender Intent

Whenever words denoting a specific gender are used in this Agreement they are intended to apply to all genders.

Section 13.2 Non-Discrimination/Harassment/Retaliation

- A. The Employer and the Union agree that neither party shall discriminate, harass, or retaliate against any person because of race, color, sex, gender, age, disability, pregnancy, national origin, citizenship, marital status, military or veteran status, sexual orientation, gender identity, and gender expression or any other status protected by federal, state or local law.

- B. It is a violation of this Agreement and law to discriminate against employees because of their involvement in collective bargaining or concerted activity or for refraining from any such activity. Discrimination means taking action against an employee to discourage membership in any union including discharge, suspension, demotion, or any tangible employment action. Supervisors must strive to maintain consistent, fair, and non-discriminatory treatment of all employees.

ARTICLE 14 NO STRIKE/ NO LOCKOUT

Section 14.1 No Strike

The Union recognizes that the County is engaged in providing public services and has an obligation to the public requiring continuous operations. In recognition of this obligation, under no circumstances will the Union or employees, during the term of this Agreement, engage in, instigate, promote, cause, sponsor, condone, encourage or take part in any strike, slowdown, sympathy strike, jurisdictional strike, withholding of services, work stoppage, boycott, curtailment of work, reduction of production, sick out, or other economic activity or interference of any kind with the operations of the County.

In the event of a breach of this Article, after written notification to the Executive Director of the Union by the Employer, the Union shall immediately instruct the involved employees that their conduct is in violation of the contract, that they may be disciplined up to and including discharge and instruct all such persons to quit the offending conduct and take all reasonable means to end the breach. Proven violations of this Article will be considered "just cause" for termination of employment.

Section 14.2 No Lockout

The Employer agrees that it will not lock out any employee covered by this Agreement during the term of this Agreement.

ARTICLE 15 GENERAL PROVISIONS

Section 15.1 Savings Clause

This Agreement shall be subject to all present and future applicable federal, state, and local laws, and other appropriate rules and regulations of bona fide governmental authority. Should any provision of this Agreement become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the remainder of the Agreement.

Section 15.2 Complete Agreement

This Agreement sets forth the parties' full and complete understanding, and each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that any prior practices, oral understandings and agreements,

not included in this Agreement are extinguished. The parties further agree that no verbal agreement, practices, or benefits will be recognized as binding unless reduced to writing and signed by the parties.

Section 15.3 Modifications to the Agreement

No addition to, alteration, modification, or waiver of any term, provision, covenant or condition or restriction in this agreement shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by duly authorized representatives of County and the Union.

Section 15.4 No Waiver

The failure of the County or the Union to enforce any of the provisions of this Agreement or exercise any rights granted by law or any such right in a particular way shall not be deemed a waiver of such right or waiver of its authority to exercise any such right in some way not in conflict with this Agreement.

SECTION 16 MANAGEMENT RIGHTS

Section 16.1

Except as modified in this agreement, the County retains the exclusive right to manage its facilities; to direct, control, and schedule its operations and the workforce and to make any and all decisions affecting the County's business, whether or not specifically mentioned herein. The County's right to manage its business includes, but is not limited to, the sole and exclusive right to:

Staff, train, hire, promote, demote, layoff, transfer, assign, and direct employees; determine wages, pay increases, pay decreases, benchmarks, job family assignments and bonus structures; Determine benefit plans and costs Suspend, discharge, or discipline employees; Select and determine the number of employees, including the number assigned to any particular work; Increase or decrease the work force or relieve employees of duties, including layoff employee for lack of work; Direct and schedule the work force; Determine, schedule, and reschedule when overtime shall be worked; Install or remove equipment; Determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance by employees of the County and/or to contract the same; Establish, increase, or decrease the number of work shifts and their starting and/or ending times; Promulgate, post, and enforce reasonable rules, regulations, policies, and procedures governing the conduct and action of employees during the work hours; Select and determine the need and number of supervisory employees; Train employees, establish, determine content of, and implement such training programs; Discontinue any department or segment of the same; Introduce new and improved methods of operations; Establish, change, combine, or abolish job classifications, and determine job content and qualifications of classifications; Establish and change work schedules and assignments; Expand or diminish services; Set standards of performance for the

employees; Establish working conditions; and Determine the work to be performed, qualifications, manning, skill, job content, the employee's performance and methods to be employed.

The exercise or non-exercise of the rights retained by the County shall not be deemed to waive any such rights or the discretion to exercise any such rights in some other way in the future.

Section 16.2

Both parties waive any right to compel or force any further negotiations on any matters, whether or not within the knowledge or contemplation of the parties at the time they executed the Agreement.

Section 16.3

No work, operation of any equipment or machinery, or use of any equipment, machinery or tools is or may become the exclusive right or jurisdiction of any employee or classification of employees represented by the Union.

SECTION 17 LEAVE

Section 17.1 Holidays

Employees will be provided the following paid, non-working holidays per year per Arapahoe County policy and the terms of this Agreement:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Arapahoe Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Section 17.2 Pay for Holidays.

All full-time employees will receive 8 hours of pay for each holiday and part-time employees working at least 20 hours a week will receive 4 hours of holiday pay per holiday.

Any bargaining unit employee directed to work on Thanksgiving Day, Christmas Day or New Year's Day will receive holiday pay plus two times their base hourly rate for all

hours worked on those specific holidays. Any bargaining unit employee directed to work on any other County observed holiday will receive holiday pay plus 1 ½ times their base hourly rate for all hours worked on the holiday.

Section 17.3 Floating Holidays

In addition to the holidays listed in Section 1 of this Article, bargaining unit employees shall, after six (6) months of continuous employment, receive an additional three (3) floating holidays per calendar year. Full-time employees will receive eight (8) hours of paid leave per floating holiday and part-time employees working at least twenty (20) hours per week will receive four (4) hours of paid leave per floating holiday. If an employee fails to use any floating holiday time by January 20 of the year after the floating holiday time was allotted will forfeit that time.

Section 17.4 Vacation (Annual Leave)

Employees in the bargaining unit will accrue vacation leave on a monthly basis based upon the following rates:

0 through 5 years employment	10 hours per month, part-time employees will accrue at a rate of 0.058 per hour worked.
5 through 10 years of employment	12 hours per month, part-time employees will accrue at a rate of 0.069 per hour worked.
10 through 15 years of employment	14 hours per month, part-time employees will accrue at a rate of 0.081 per hour worked.
15+ years of employment	16 hours per month, part-time employees will accrue at a rate of 0.092 per hour worked.

Employees may carry over 144 hours of accrued vacation leave into the next calendar year. Any accrued and unused vacation leave in excess of 144 hours on January 21st shall be forfeited.

Section 17.5 Bereavement Leave

Bargaining unit employees shall receive up to five (5) days of bereavement leave after the loss of an immediate family member. Immediate family members are defined as blood relatives, marriage (including stepfamily and in-laws), or civil union, to include spouse or partner, children, parents, grandparents, grandchildren and siblings of an employee or an employee's spouse or partner. Full-time employees will be granted 8 hours of bereavement leave per day and part-time employees working at least 20 hours per week will be granted 4 hours per day. Documentation may be required based on department or office guidelines.

Section 17.6 Sick Leave Benefits

Bargaining unit employees who work at least twenty (20) hours a week will accrue sick leave at the rate of eight (8) hours per month. Unused sick time may be carried over into the following calendar year, but the carry-over is limited to 480 hours.

At the end of a calendar year, the County will pay an employee for 50% of their accrued sick time in excess of the 480-hour limit at the employee's regular hourly rate.

Upon separation, unused sick time will be paid out at 50% of unused sick time up to 240 hours.

Section 17.7 Jury Duty and Voting Leave

Bargaining unit employees will receive their regular pay for up to five (5) days for time spent serving on a jury. To receive release for jury duty with pay an employee must provide their supervisor with a copy of the jury summons and other documentation as may be required to demonstrate they are required for jury duty.

Employees will be allowed two hours off with pay on election day. Employees are required to schedule these two hours to vote with their supervisor prior to election day.

Section 17.8 Exempt Days

Exempt employees in this bargaining unit will be eligible to use an "exempt day" once every two months. Use of exempt days is subject to supervisory approval. An exempt day is granted and must be within the same two-month period. For example, one (1) exempt day will be granted in January-February and must be taken during those months. A second exempt day will be granted in March-April, etc. Exempt days must be taken in full 8-hour increments. Exempt days do not accrue and will not be paid on termination.

ARTICLE 18 WORKLOAD

Section 18.1 Workload and Work Distribution

The parties recognize the importance of discussion regarding workload and the distribution of such work. The County strives to distribute work equitably to staff so such work may be completed during an employee's regular work schedule.

The County will strive to cover or arrange coverage for any emergencies or unplanned employee absences.

Section 18.2 Caseload Distribution Changes Due to Federal/State Law/Regulation

When caseload changes occur from Federal or State legislation or regulatory changes, the County will implement the changes as required and advise the Union within thirty (30) working days after being notified of such change. If the Union wishes to discuss with the County the effect on employees of such change, the Union shall discuss the effects of the change with the County during Labor-Management Committee meetings.

Section 18.3 Workload and Administrative Time

The joint labor/management committee will create a study group equally selected by County Management and the Union representatives on the Labor-Management committee to address the issue of workload and administrative time. The committee will

consider the current schedule and the opportunities for administrative worktime as well as employee concerns about meeting action hours. The group will report to the bargaining committees and provide recommendations for consideration.

ARTICLE 19 EDUCATION AND TRAINING

Section 19.1 Training

The County shall provide mandated federal, state, or county training during working time. The County will ensure that all employees are provided with time and opportunity to complete County-required training. Employees will have the opportunity to participate in additional non-mandated, work-related, county sponsored training during work hours subject to available time and supervisor approval.

Section 19.2 Professional Development

The County shall be supportive and cooperative of licensed staff in their pursuit of their required continuing educational requirements. Management recognizes the advantage of continued education for employees and will consider employee requests for participation in available work-related conferences, workshops, seminars, or symposia. Subject to available funding, employees may submit requests for participation in work-related conferences, workshops, seminars, and symposia to their immediate supervisor.

Section 19.3 Licensure

Subject to available funding, employees may submit fees for exams, certifications, and licensing to their supervisor for approval.

TERM OF AGREEMENT

This Agreement shall be in effect from the 1st day of January, 2026, and shall remain in effect until the 31st day of December, 2028 and shall continue in full force and effect from year to year, thereafter unless the Agreement is terminated upon sixty (60) days written notice.

AGREED:

FOR THE ARAPAHOE COUNTY GOVERNMENT

Chair, Board of County Commissioners

FOR THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES

Union Representative