



State employees,

In June of 2020, the Colorado Partnership for Quality Jobs and Service Act was signed into law, recognizing Colorado WINS as the certified employee organization for covered State employees. The Parties successfully negotiated the Partnership Agreement in 2021 and wages in 2022.

I am excited to share that the Parties have successfully renegotiated the Partnership Agreement, including wages, and the new language is included in the Agreement that follows. I was happy to sign this Agreement into effect on September 23, 2024.

This most recent Agreement includes language that addresses issues of great importance to State employees, including predictable wage increases, further clarity on working conditions, including schedules and hiring, as well as language that strengthens the labor-management relationship.

As your Governor, I am proud of the thoughtfulness and hard work put into this joint agreement. The path ahead of us has been made more clear, and support from agency leadership and employees alike is key to our shared success. Thank you for your unwavering dedication to public service, and together we can serve Colorado even better.

Sincerely,

A handwritten signature in blue ink that reads "Jared Polis".

Jared Polis
Governor



Partnership Agreement

Collective Bargaining Agreement

Between the State of Colorado and Colorado
Workers for Innovative and New Solutions

Effective September 23, 2024 through July 31, 2027

Partnership Agreement: Collective Bargaining Agreement

September 23, 2024 through July 31, 2027

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Preamble

This Partnership Agreement, sometimes referred to as a Collective Bargaining Agreement (Agreement), is entered into by and between the Colorado Workers for Innovative and New Solutions Local 1876 (COWINS) on behalf of all covered employees and the State of Colorado (State) (together the Parties) as of the date signed by both Parties. Both Parties acknowledge that they have a shared commitment to delivering excellent services and customer satisfaction, and to serve all Colorado residents with an exemplary degree of professionalism across State government.

In this Agreement, covered State employees as outlined in Article 2.1, through a collective voice, and the State set forth terms about wages, hours, and terms and conditions of employment. This Agreement (a legally binding agreement between the Parties) is designed to ensure that State management and State employees, through chosen representatives, jointly work to promote cooperative relationships with the shared goal of providing the best possible services to the taxpayers and residents of the State.

Once ratified, the State shall post the Agreement on the Department of Personnel and Administration (DPA) website.

Definitions

1.1 “Act” means the Colorado Partnership for Quality Jobs and Services Act, C. R. S. § 24-50-1101 et seq.

1.2 “Agency” or “Agencies” means the Department of Agriculture, Department of Corrections, Department of Education, Department of Healthcare Policy and Financing, Department of Human Services, Department of Labor and Employment, Department of Law, Department of Local Affairs, Department of Military and Veterans Affairs, Department of Natural Resources, Department of Personnel and Administration, Department of Public Health and the Environment, Department of Public Safety, Department of Regulatory Agencies, Department of Revenue, Department of Secretary of State, Department of Transportation, Department of Treasury, History Colorado, and Governor’s Office of Information Technology.

1.3 “Agreement” refers to the Partnership Agreement, sometimes referred to as a Collective Bargaining Agreement or Contract, by and between COWINS and the State.

1.4 “Appointing Authority” or “Appointing Authorities” are Executive Directors of principal departments and presidents of Institutions of Higher Education for their own offices and division directors, as defined by law.

1.5 “Board” means the State Personnel Board as established by Section 14 of Article XII of the Colorado Constitution.

1.6 “COWINS” means the Colorado Workers for Innovative and New Solutions Local 1876.

1.7 “COWINS Representatives” refers to an Employee who is a Steward or Union Officer or an employee of COWINS.

1.8 “C.R.S.” means Colorado Revised Statutes.

1.9 “Days” unless otherwise distinguished, means Monday through Friday except for state holidays recognized in C.R.S. § 24-11-101.

1.10 “Deductions” means membership dues and other payments that Employees authorize to be made to COWINS in the COWINS deduction authorization form, which may include contributions for any Committee on Political Education (COPE).

1.11 “Director” means the State Personnel Director established in Section 14 of Article XII of the Colorado Constitution or his or her designee.

1.12 “Dispute” or “Partnership Agreement Dispute” refers to any dispute concerning the interpretation, application or enforcement of any provision of the Agreement as further defined in Article 9 of this Agreement that can be resolved through the Agreement Dispute Resolution Process.

1.13 “Division” means the Division of Labor Standards and Statistics within the Department of Labor and Employment and has authority for enforcement of the Colorado Partnership for Quality Jobs and Services Act.

1.14 “DPA” means the Department of Personnel & Administration.

1.15 “EDI” means Equity, Diversity and Inclusion.

1.16 “EDI Cabinet” refers to a working group of cabinet members and EDI officers tasked with the promotion and coordination of EDI efforts.

1.17 “EDI Task Force” is a task force composed of an equal number of COWINS representatives and State officials who will carry out the work defined in Article 8 of this Agreement.

1.18 “Employee” unless otherwise distinguished, means a State employee who is employed in the personnel system of the State established in Section 13 of Article XII of the Colorado Constitution and excluding individuals who fall into the following categories as defined in the Act: Executive, Managerial, Confidential, the Director, the Director of the Division of Labor Standards and Statistics, the Governor’s Designee, and employees working with either Director to implement the Act, Administrative Law Judges and Hearing Officers, State Troopers, and Legislative Branch employees, and temporary appointees as described in C.R.S. § 24-50-114.

1.19 “Employee Organization” means a labor union which is, a nonprofit that has been certified as the representative of Employees represents employees and engages with the State as an employer concerning wages, hours, and terms and conditions of employment as

set forth in this Agreement and that represents or seeks to represent covered Employees as that term is defined in this Agreement.

1.20 “Equity” means that when everyone, regardless of who they are or where they come from, has the opportunity to thrive. Equity recognizes that some individuals have an advantage because of their identity, while others face barriers. Unlike equality, which suggests giving the same thing to everyone, equity works to provide opportunities to those facing barriers by providing additional resources to those who do not have these advantages. This requires eliminating barriers like poverty and repairing systemic injustices.

1.21 “Grievance” is an informal and formal process designed to allow employees and managers an opportunity to resolve workplace issues using the State Personnel Board Rules.

1.22 “HRIS” means Human Resources Information System.

1.23 “Institutions of Higher Education” or “IHE’s” means Adams State University, Arapahoe Community College, Auraria Higher Education Center, Colorado Community College System, Colorado Mesa University, Community College of Aurora, Community College of Denver, Colorado Northwestern Community College, Colorado School for the Deaf and the Blind, Colorado School of Mines, Colorado State University Fort Collins, Colorado State University Global, Colorado State University Pueblo, Fort Lewis College, Front Range Community College, Lamar Community College, Metropolitan State University of Denver, Morgan Community College, Northeastern Junior College, Otero Junior College, Pikes Peak Community College, Pueblo Community College, Red Rocks Community College, Trinidad State Junior College, University of Colorado Boulder, University of Colorado- Colorado Springs, University of Colorado Denver/Anschutz Medical Campus, University of Colorado Systems Administration, University of Northern Colorado, Western Colorado University, either individually or collectively.

1.24 “OSPB” refers to the Office of State Planning and Budgeting.

1.25 “Parties” refers to COWINS and the State, collectively.

1.26 “Reparative Justice” refers to a way of thinking about justice (a mindset) that centers those who have been harmed, and focuses on repairing past harms, stopping present harm, and preventing reproduction of harm.

1.27 “Rules” means the State Personnel Board Rules and Director’s Administrative Procedures, codified at 4 CCR 801-1.

1.28 “State” unless otherwise distinguished, means all Agencies and Institutions of Higher Education, collectively.

1.29 “State Entity” refers to an Agency or Institution of Higher Education.

1.30 “State Entity Agreements” are agreements covering matters impacting Employees in a single State Entity pursuant to C.R.S. § 24-50-1112(3)(b). A State Entity Agreement may cover

matters in multiple, similarly situated State Entities if agreed to by the Parties. State Entity Agreements will be included as addendums to this Agreement.

1.31 “Steward” refers to an Employee designated by COWINS with the authority to conduct duties and activities outlined in the Agreement.

Article 1 Parties to the Agreement

This Agreement is entered into between COWINS and the State on behalf of Agencies and Institutions of Higher Education.

Article 2 Union Recognition

2.1 Recognition

The State recognizes COWINS as the exclusive certified Employee Organization and collective bargaining representative for a single bargaining unit of all Employees who are employed in the personnel system of the State established in Section 13 of Article XII of the Colorado Constitution, except for those excluded by the Act: Executive, Managerial, Confidential, the Director, the Director of the Division of Labor Standards and Statistics, the Governor’s Designee, and employees working with either Director to implement the Act, Administrative Law Judges and Hearing Officers, State Troopers, Legislative Branch employees, and temporary appointees as described in C.R.S. § 24-50-114. COWINS shall represent Employees in the partnership process for the purpose of negotiating an Agreement over wages, hours and terms and conditions of employment.

2.2 Changes to Agreement Coverage Designations

The State Entity shall provide COWINS with no less than 30 calendar days written notice prior to the State Entity making a change to a position description designation from covered to non-covered (designation change) based on Executive, Managerial, or Confidential status. With this notice, the State Entity shall provide the position description and the organizational chart or equivalent data. Should COWINS decide to dispute the designation change, it shall serve the State Entity written notice prior to the expiration of the 30 calendar days. This written notice is not required for the reallocation of a position.

Upon receipt of COWINS’ written notice, the State Entity and COWINS shall meet within 10 days to attempt to informally resolve the disputed designation change. If no agreement is reached, the State Entity may change the designation. COWINS may advance a challenge through the formal dispute resolution process. If an Employee believes their designation is incorrect, they may approach COWINS to represent them in the coverage designation dispute process at any time.

2.3 State Neutrality

The State and its designees and agents, including the Governor’s designee, the Executive Directors of State agencies, and other State officials charged with administering Partnership

Agreements, shall engage in good faith in all aspects of the partnership process. The State and its designees and agents shall not:

- A. Take any action or make any statement in favor of or in opposition to an Employee's decision to participate in, select, or join COWINS, or to refrain from these activities; except that the State may respond to questions from an Employee pertaining to the Employee's employment, the Act, or the Agreement, provided that such response is neutral toward participation, selection, and membership in COWINS;
- B. Expend public money or resources for a negative campaign against an Employee Organization or provide assistance to any individual or group to engage in such a campaign. It is not a violation of this section for the State to respond to any requests pursuant to the Colorado Open Records Act (CORA), or to exercise any other obligation required by law;
- C. Interfere with, restrain, or coerce Employees from exercising the rights granted by the Act; except that this does not impair the right of COWINS to prescribe its own rules with respect to recruiting and maintaining its membership subject to the Act;
- D. Discharge or discriminate against any Employee because the Employee filed an affidavit, or gave any information or testimony under the Act and/or Agreement, or because the Employee formed, joined, or chose to be represented by any Employee Organization, or refrained from any such activities;
- E. Refuse to participate in the partnership process set forth in the Act; and
- F. Refuse to participate in the Partnership Dispute Resolution Process.

It shall constitute an unfair labor practice subject to review pursuant to the Act for the State to engage in the activities prohibited under this Article, or to fail to discharge its duties under this Article. The Governor shall not be subject to an unfair labor practice charge. To the extent that the State violates this Article, the sole remedy is an unfair labor practice claim before the Division.

Article 3 Duration

This Agreement shall become effective on September 23, 2024, or such later date signed by both Parties, and expire on July 31, 2027. This Agreement shall continue in full force and effect until it is replaced by a successor Agreement.

The Parties will meet the week of January 11, 2027 to discuss developing a negotiations schedule for a successor Agreement and selecting a facilitator for this process. This Agreement shall not be opened during the term of this Agreement except by mutual written agreement of the Parties, by proper use of Article 26, Severability, or as otherwise specified in this Agreement or the Act.

Article 4 Dues and Deductions

4.1 Dues Authorization

Consistent with the Act, the State shall make payroll deductions for membership dues and other payments that Employees authorize to be made to the COWINS and related entities. COWINS and related entities shall be the only certified Employee Organization for which the State shall make payroll deductions from the Employee.

The State shall honor the terms of Employees' authorizations for payroll deductions made in any form that satisfies the requirements of the Uniform Electronic Transactions Act (UETA), including without limitation electronic authorizations and voice authorizations that meet the requirements of the UETA at the time of this Agreement defined as an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

Employees' requests to cancel or change authorizations for payroll deductions shall be directed to COWINS rather than to the State. COWINS shall be responsible for processing these requests in accordance with the terms of the authorization. An authorization for a payroll deduction may not be irrevocable for a period of more than one (1) year. COWINS certifies that it has and will maintain individual Employee authorizations. The Parties agree COWINS is not required to provide a copy of an individual authorization to the State unless a dispute arises about the existence or terms of that authorization. COWINS shall indemnify the State for any claims made by Employees for deductions made in reliance on that information.

4.2 Dues Deduction

Upon written notification of payroll deduction authorization, the State shall deduct the amount of union dues and fees authorized in the same or next payroll cycle following receipt of notification. The State shall remit such payments by the 10th day of each month to the address designated by COWINS in writing. COWINS shall provide written notice of any authorized changes at least 30 days prior to its effective date.

The State will direct Employees who wish to change or cancel their payroll deduction authorization to COWINS. COWINS will be responsible for processing these requests and notifying the State.

Monthly, on or before the 10th of the month, COWINS will provide the State a list of all new Employees from whom payroll deductions should be made, any Employees from whom payroll deductions should cease, and any changes in the deduction amounts. COWINS will also provide the State written notice of any authorized changes at least 30 days prior to the effective date of such change.

The State will process the COWINS lists during the same or next payroll cycle and remit any payments by electronic funds transfer (EFT) or to the address designated by COWINS in writing if EFT is not available. The State will also provide COWINS with a report, by the 10th of each month, that reflects the previous pay period's deductions. If the 10th day of the month falls on a weekend or State holiday, the report will be sent the following business day. The report shall contain members' first and last name, employee ID number, union dues deduction amount, department, and check dates. The State shall also provide COWINS with a

report by the 10th day of each month that reflects new hires, terminations, and transfers from the previous three months, cumulatively, and by the July 31 of each year a cumulative report from previous fiscal year. The reports shall be delivered in an accessible electronic format mutually agreed upon by the Parties. COWINS shall treat all information it receives through this process as strictly confidential and agrees not to distribute it to any third party.

COWINS or the State shall notify the other Party of an improper deduction amount and provide the other Party with the correct deduction amount. The Parties will work together to resolve the deduction in a timely fashion. If COWINS believes that a deduction error has occurred, they will notify the State Entity and the State Entity shall respond to the inquiry within three (3) days. The State Entity's response shall include the reasons why a deduction may have changed or have stopped for that particular pay period. A Member shall not pay more than two (2) union dues payments in a single pay period.

If a Steward is required to resolve the matter, the Steward will be allowed to use Union Leave as outlined in Article 5.

Article 5 Union Rights

5.1 Partnership Discussions

If an Appointing Authority or a person in a higher level position decides to make a unilateral change that impacts the wages, hours, or terms and conditions of employment, aside from departmental budget requests to the legislature, not otherwise addressed by this Agreement affecting a group of Employees, the State will notify COWINS in writing of the intended change no less than 21 calendar days prior to the implementation of said change except in urgent or emergent situations as stated below. Written notices shall be provided to COWINS through Google Forms, with shared access to the submission. The Google Form will collect the following data: State Entity name, State Entity contact information, description of change that includes estimated total number of covered Employees affected, first and last name of estimated impacted covered Employees, impacted covered Employees' division or work unit, specific information on what is changing, effective date of proposed change, and the ability to attach supportive documentation, if needed. The State may announce a decision prior to engaging in Partnership Discussions. Nothing in this Article prevents the State from convening or engaging in discussions with any Employee or group of Employees. In the event of an emergent situation requiring immediate action, the State may implement the change and engage in Partnership Discussions as outlined below after such implementation. For the purpose of Article 5.1, an emergent situation is an urgent, sudden or serious event or an unforeseen change in circumstances that necessitates immediate action.

COWINS shall have seven (7) calendar days after receipt of the notice of the decision to send a written request to the State to engage in good faith Partnership Discussions regarding the impact of the change on Employees.

The Parties shall be entitled to a reasonable number of attendees at a Partnership Discussion meeting, if any. There shall be no more than 20 COWINS attendees unless otherwise agreed to by the Parties.

Upon written request by COWINS, the State shall provide additional information to COWINS provided that such requests are reasonable and not unduly burdensome, and that the information requested is relevant to the final decision and its impact on Employees. The State shall have the ability to make redactions, as authorized or required by law or contract, or withhold requested documents or request a confidentiality agreement from COWINS prior to providing such information.

The Parties agree that Partnership Discussions shall occur in a timely manner in an effort to resolve issues and concerns regarding the impact on Employees. Partnership Discussions will begin within seven (7) calendar days of COWINS' request and conclude within seven (7) calendar days of the commencement of discussions, unless extended by mutual agreement of the Parties if needed to engage in a good faith discussion.

Any mutual agreements reached by the Parties through Partnership Discussions about the impacts of the State's decision shall be reduced to writing within seven (7) calendar days after the conclusion of Partnership Discussions.

After the Parties have met in good faith Partnership Discussion(s) or if COWINS did not timely request Partnership Discussions, the State shall have the ability to implement its decision unless already implemented as allowed in an emergent situation requiring immediate action. Nothing in this Article shall relieve the Parties from their obligations under all other provisions of this Partnership Agreement. The Parties agree to engage in the process set forth above in good faith, to respond to and resolve issues raised in the discussion, with an understanding that Partnership Discussions are not intended to unreasonably delay the State from implementing its decision.

5.2 COWINS Stewards

COWINS may authorize a reasonable number of Employees to be Stewards upon written notice to the State. Overall, the number of Stewards shall not exceed 1% of Employees. A Steward's primary focus shall be limited to their own State Entity. When there is no available Steward for a State Entity, a Steward from another State Entity may perform Steward duties there, subject to that State Entity's and facility's policies.

COWINS Stewards shall include Employees who serve as elected Officers of COWINS.

COWINS shall provide a real-time list of Stewards, as well as those Employees identified as being Stewards-in-training, to the State's Labor Relations team at dpa_laborrelations@state.co.us. Only those individuals identified by COWINS shall be entitled to the rights outlined in this Article.

An Employee identified by COWINS as a Steward-in-training shall be granted Union Leave per this Article.

Once a Steward has completed training and has been certified by COWINS, they are encouraged to send an introductory email to their State Entity Human Resources Director or designee within one (1) week of certification. The State will provide a list of points of contact to facilitate this process.

The authority of any COWINS Steward shall be limited to, and shall not exceed, the following duties and activities:

- A. Representation of Employees
 - 1. Representation in meetings as set forth in Articles 2, 9, and 18, including reasonable travel and preparation time if required. Representation includes:
 - a. Coverage Designation Disputes
 - b. Partnership Agreement Informal Resolution Meetings
 - c. Level I Partnership Agreement Disputes
 - d. Level II Partnership Agreement Disputes
 - e. Level III Arbitration
 - f. Rule 6-10 Meetings
 - g. Rule 8-13(B)(4) Grievances Step Two Meetings
- B. New Employee Orientation
 - 1. Participation in the COWINS portion of new Employee orientation per Article 7 or new Employee training.
- C. Committees, Task Forces, or Workgroups listed in this Agreement
- D. COWINS Steward trainings and meetings
 - 1. Participation in COWINS Steward trainings that originate with, and are authorized by COWINS. COWINS will provide the State a copy of Steward training materials prior to their distribution or use so the State may make recommendations to the content of the training being provided under this section;
 - 2. Participation in sanctioned COWINS Steward meetings, including Executive Board meetings. Meetings that are sanctioned shall be published by COWINS on a public-facing website accessible by the State;
 - 3. Training or conferences sponsored by a COWINS parent organization and/or affiliates, where Steward attendance is authorized by COWINS leadership;
 - 4. Participation in scheduled informal meetings between Stewards and State Entity Human Resources or Labor Relations leaders.
- E. Participation in Article 5.1 Partnership Discussions
- F. Additional Duties
 - 1. Employee events organized by COWINS for the purpose of sharing Union information;
 - 2. Distribute information that originates with and is authorized by COWINS.

Once appropriate Rules have been promulgated by the Director pursuant to Article 5.5, each Steward, other than the Union President and elected Officers, shall be granted up to 120 hours of paid Union Leave per fiscal year for activities listed in this Article, in addition to the Union Leave for participating in collective bargaining stated in this Article. Union Leave must be accurately recorded in the appropriate timekeeping system. Employees must request Union Leave at least seven (7) days in advance, when practicable, unless the State Entity

provides less notice to COWINS of a meeting or opportunity for representation as outlined in this Article. Union Leave of more than three (3) consecutive days must be pre-approved by the Steward's supervisor at least 15 days in advance. Stewards and their Supervisors are encouraged to work together to discuss the best way to meet business needs and ensure continuity of operations during a Steward's Union Leave. Approval shall not be unreasonably denied.

Stewards shall not, nor encourage any Employee to, take any actions in violation of this Agreement or the Act.

The Parties agree to jointly seek funding of \$50,000 per fiscal year to be used for reimbursement of the Union President's Union Leave pursuant to this Article.

For fiscal year 2024-2025 ending June 30, 2025, or until appropriate Rules are promulgated by the Director as stated in Article 5.5, Stewards, including the Union President, shall be awarded a reasonable amount of Steward time for activities listed in this Article and must accurately record such time in the appropriate timekeeping system. Release from regular duties to perform Steward functions must be pre-approved by the Steward's Supervisor per the timelines in this Article. Approval shall not be unreasonably denied.

5.3 Collective Bargaining

Participation in bargaining meetings shall be limited to three (3) total Officers and Stewards per State Entity Agreement selected by COWINS; and, no more than 21 total Officers and Stewards selected by COWINS for future Statewide Partnership Agreements.

The Parties shall agree to the calendar of bargaining days in advance of the beginning of collective bargaining. Steward Union Leave shall be granted to Stewards who participate in collective bargaining, and additional days may be added to the calendar by mutual agreement of the Parties.

Stewards who work second or third shifts and who are a member of the bargaining team shall be granted Union Leave for the shift immediately preceding or following the bargaining meeting to ensure sufficient time for rest between shifts. Other schedule adjustments could be made, if agreed to by the supervisor.

5.4 Union President and Union Officers

COWINS shall notify the State per Article 33.5 within five (5) days of official election results any time a new President and/or Union Officer is elected. With this notification, COWINS will provide the name and employer of each elected Officer.

Once appropriate Rules have been promulgated by the Director pursuant to Article 5.5, the Union President shall be granted up to 384 hours of Union Leave per fiscal year, in addition to the designated amount of Union Leave for participating in collective bargaining as stated in this Article. Union Leave must be accurately recorded in the appropriate timekeeping system.

The Union President must request Union Leave at least seven (7) days in advance, when practicable, unless the State Entity provides less notice to COWINS of a meeting or opportunity for representation as outlined in this Article. If the Union President is requesting Union leave of more than three (3) consecutive days, this must be pre-approved by the Union President's Supervisor at least 15 days in advance. Approval shall not be unreasonably denied.

Once appropriate Rules have been promulgated by the Director pursuant to Article 5.5, Employees who serve as elected Officers, not including the Union President, as defined in the COWINS by-laws as of the signing of this Agreement, shall be granted 216 total hours of Union Leave per fiscal year to perform Steward duties that would include attendance at COWINS executive board meetings, and shall follow the process listed above for requesting Union Leave.

5.5 Union Leave

The State Personnel Director will promulgate Rules establishing Union Leave as a specific type of Administrative Leave. Applicable Rules will be effective no later than July 1, 2025. The existing Steward time reimbursement process set forth in the 2021-2024 Statewide Partnership Agreement shall remain in place until these Rules are promulgated.

Approved Union Leave will be counted as work time if the leave is taken during the Employee's regular work schedule. Union Leave shall not be granted if time spent performing Steward duties is outside of the Employee's regular work schedule and is not included in the calculation of work hours for overtime purposes.

Stewards who travel to perform Steward activities may not use a state vehicle for that purpose. Stewards must use their own vehicle or a COWINS-provided vehicle to travel to perform Steward duties, and are not eligible for mileage reimbursement from the State or State Entity for such travel. Stewards must ensure they maintain appropriate liability coverage.

5.6 Information Provided to COWINS

Each month the Department of Personnel and Administration (DPA) shall, unless prohibited by law, provide to COWINS the following information electronically for each Employee: (i) name, employee identification number, department, job class, job title, work telephone number, work email address, work location (unless a personal home address), salary, and date of hire as contained in the statewide system of record, currently known as the Colorado Personnel Payroll System (CPPS); and (ii) home address, home and personal cellular phone numbers, and personal e-mail address unless directed by the Employee not to provide the same pursuant to Section 24-50-1107(3) of the Act.

Records created in compliance with Article 5.6 or an Employee's personal home address, home and personal cellular phone number, and personal email address shall be exempt from the Colorado Open Records Act and such information will be redacted as appropriate.

State Entities shall share departmental budget requests concerning wages, hours, or terms and conditions of employment for covered Employees, including supplemental requests, the day of transmittal to the Joint Budget Committee (JBC).

COWINS shall treat the information it receives under this Article as confidential and may not release the information to any third party except for the purpose of carrying out COWINS' duties and communicating with Employees.

5.7 Access to Bargaining Unit Employees

COWINS shall have reasonable access to Employees at work including through electronic communication and on-site visitation by COWINS Representatives. For example, COWINS Representatives may request approval from the Human Resources Director or designee to attend State Entity-wide meetings intended for all employees in a State Entity, whether virtual or in person, at least five (5) days in advance of the meeting. Approval shall not be unreasonably denied.

5.8 Electronic Communications

COWINS will have reasonable access to Employees through electronic communication. As a courtesy, copies of COWINS communications sent to Employees will be provided to the State's Labor Relations team at dpa_LaborRelations@state.co.us, if requested by the State's Labor Relations Unit. The State is under no obligation to create additional email addresses or distribution lists for COWINS. Employees' use of electronic communications must comply with any acceptable use policy(ies).

5.9 Bulletin Boards

COWINS will be permitted space designated by the State Entity on existing State Entity bulletin boards. Bulletin board material shall not be posted over State Entity material and may include only the following:

- A. Notices of COWINS recreational and social affairs;
- B. Notices of COWINS meetings; and
- C. Other factual notices, information and announcements concerning official business of COWINS.

Such material will be posted and/or removed only by a COWINS Official or Steward. Bulletin board material that is unduly disruptive to the operations of a State Entity may be removed by the State Entity. If any material is removed, the State Entity shall inform COWINS of such removal within 48 hours. COWINS shall not remove any State Entity bulletin board material.

5.10 Meeting Space

Appropriate available meeting space in buildings owned or leased by State Entities that may be accessed by both COWINS Representatives and Employees may be used for COWINS

meetings provided that a request is approved no less than two (2) business days in advance, when practicable, of the desired access and where such meetings do not interfere with the normal duties of Employees. COWINS' requests for meeting space may be made utilizing the reservation system of the State Entity and must be in compliance with any State Entity building and/or meeting room use policies or requirements.

5.11 Use of State Equipment

Employees may reasonably communicate with each other and COWINS regarding COWINS business related to the Agreement and Act using State-owned computers and telephones. Any use must be in compliance with any acceptable use policy(ies).

Article 6 Executive and Management Rights

The Parties agree that, consistent with the Act, the State maintains its ability to:

- A. Exercise any right or responsibility reserved to an Appointing Authority, the Director, or the Board pursuant to the State Personnel System as described in the State Constitution Article XII, §13, and the Act, Article 50, Part 1, and Rules or procedures promulgated by the Board or the Director pursuant to C.R.S. § 24-50-101(3)(c);
- B. Determine and carry out any mission, initiative, task force, agenda, policy, or program of any department, division, office, or other subdivision of the State;
- C. Establish and oversee budget, finances, and accounting;
- D. Determine utilization of technology;
- E. Negotiate with, procure, and administer contracts that the State has lawful authority to enter;
- F. Make, amend and enforce, or revoke reasonable personal conduct rules; or
- G. Take such actions as may be necessary to carry out any government function during an emergency.

The Parties also agree that nothing in this Agreement may restrict, duplicate, or usurp any responsibility of or power granted to the Governor, the Director, or the Board by the State Constitution or the Colorado Revised Statutes nor shall anything in this Agreement prevent the State from convening, or engaging in discussions with any State employee or group of State employees to accomplish any of the matters listed in this Article.

Nothing in this Article shall be construed to minimize any obligation by the State as specifically set forth in this Agreement.

Article 7 New Employee Orientation

7.1 New Employee Orientations

New Employees shall be scheduled for and directed to attend a COWINS-led welcome session during their scheduled new employee orientation (orientation) or new employee training time (training) within their first 30 days of employment or the first scheduled orientation or training scheduled after the Employee has been hired. If for any reason an Employee is unable

to attend orientation or training, the Employee will be scheduled to attend the next regularly scheduled orientation or training. Employees who are in a position whose coverage designation has changed from non-covered to covered pursuant to Article 2.2 will also be invited to attend the COWINS-led welcome session during a scheduled orientation or training within 30 days of the coverage designation change. Such orientation or training may be virtual. The time slot for the 30-minute orientation or training session will be mutually agreed upon by the Parties, but it shall not be the last 30 minutes of any orientation or training. The session will be conducted by a COWINS Representative(s).

The Parties agree that all employees in non-covered designated positions will be excused and absent from the COWINS' portion of the orientation or training.

The Parties will work together to develop and update as needed written communication to distribute to Employees during orientation and training concerning the rights and duties of Employees, COWINS and the State as set forth in the Act and this Agreement. COWINS may distribute materials (e.g. basic educational information about COWINS and its mission/programs/history, the Agreement, a membership/Committee on Political Education application, a list of Stewards) during COWINS' portion of the orientation or training. COWINS will provide the State copies of all materials in advance of them being shared with Employees.

The COWINS Steward(s) conducting the COWINS session of the orientation or training shall be granted Union Leave as outlined in Article 5.

The COWINS Steward(s) conducting the COWINS session shall be a member of the same State Entity holding the orientation or training. However, if a COWINS Steward from another State Entity is needed to conduct orientation or training and should it be necessary for this representative to travel to the site of the training or orientation, the COWINS Steward may be granted Union Leave as outlined in Article 5.

COWINS Steward(s) scheduled to conduct the COWINS session of an orientation or training shall provide their supervisor(s) at least five (5) days' notice of their intent to conduct the orientation or training unless the State provides less notice to COWINS of the orientation and training. Approval to conduct the orientation or training shall not be unreasonably denied. COWINS Stewards(s) will be responsible for recording Union Leave in their time keeping system.

COWINS Representatives may request an additional 30-minute meeting with new Employees within the first 30 days from when a new Employee reports to their work location when the State Entity offers an additional facility or divisional-based onboarding program. Requests shall not be unreasonably denied.

7.2 Notice of New Employee Orientation

Each State Entity shall provide at least 10 days' prior electronic notice when possible of any orientation or training to COWINS. This notice should include, when known, the name, job

title, department, pay, shift, work email, and work location of any new Employee expected to attend the orientation or training. A shorter electronic notice may be provided where there is an urgent need critical to the State Entity's operations that was not reasonably foreseeable.

When an Employee's work location is remote/work from home, the State will so indicate.

In response, COWINS shall provide the respective State Entity at least 24-hours prior electronic notice of the COWINS representative(s) who will participate in the COWINS portion of the orientation or training unless the State provides less notice to COWINS of the orientation or training.

Article 8 Non-Discrimination and Equity, Diversity, Inclusion, and Accessibility

8.1 Commitment to Anti-Discrimination, Anti-Racism, and Anti-Sexual Harassment

The Parties agree that taxpayers and residents of the State of Colorado are best served when the State's workforce reflects the diverse communities it serves and when the workplace is welcoming to all and free from discrimination, including but not limited to, racism and sexual harassment. As such, the Parties are committed to improving equity, diversity, inclusion, and accessibility (EDIA) for all State employees and Coloradans and will continue to take action to identify and remedy injustices. The State agrees not to discriminate in any way against employees based on the following protected classes: race, religion, creed, color, national origin, sex, sexual orientation, pregnancy and medical conditions related to pregnancy, marital status, age, ancestry, ethnicity, disability, lawful union activity, gender identity, gender expression, genetic information, military or veteran status, and any other protected classes that may be added to the Colorado Anti-Discrimination Act C.R.S. § 24-34-402.

The Parties acknowledge that sexual harassment is a form of unlawful sex discrimination, and the State agrees that no employee should be subjected to such harassment.

The Parties also agree that when the effects of State employment practices result in discrimination against any group of people based on the aforementioned protected classes, that specific, and appropriate, reparative justice and remedial measures as outlined in this Article must be taken to redress the effects of this discrimination. The Parties also agree that it is necessary to ensure equity, diversity, inclusivity, and accessibility in all aspects of employment.

Nothing in this Article shall prevent the State, in accordance with law or Rule, from giving preferences to military veterans, people with disabilities, and individuals in other protected status.

The Parties are committed to working collaboratively to advance mutual interests to achieve a more equitable, diverse, inclusive, and accessible environment that allows the workforce to thrive and the State to be an employer of choice. Upon request from COWINS, the State will provide aggregated data used for the Workforce Report and the Workforce Demographic Report.

The Parties shall jointly seek funding for the implementation of a Statewide Human Resources Information System (HRIS) which will allow the State to better respond to COWINS information requests and track certain metrics such as rewards and recognition.

8.2 Mutual Respect

The State and COWINS agree that mutual respect between and among managers, employees, co-workers, and supervisors is integral to the efficient conduct of State services. Behaviors that contribute to a humiliating or intimidating work environment, including abusive language or bullying behavior, are unacceptable and will not be tolerated.

Employees who have a concern about their workplace or who believe they have been subjected to behaviors they perceive to be humiliating, intimidating or bullying should contact their Human Resources Department immediately in order for the State Entity to properly and promptly investigate the allegations pursuant to law, Rules, and/or policy. These concerns may not be addressed through the Partnership Agreement Dispute Resolution process in Article 9.

The State maintains Universal Policies prohibiting workplace violence, harassment, discrimination, and retaliation. Employees should be informed of these policies during orientation and should follow the procedures in those policies and/or their State Entity's related policies, if any, to report inappropriate workplace behavior.¹

Employees who believe they have been subjected to a discriminatory or unfair employment practice may pursue remedies with the Colorado Civil Rights Division, Equal Employment Opportunity Commission, State Personnel Board appeal process, and/or grievance process under Rules.²

Employees with questions or concerns regarding an inappropriate work environment that does not involve discrimination, harassment, or retaliation should contact their Human Resources Department to discuss available remedies and options.

8.3 Advancing Equity for All Plan of Action

The Parties shall pursue a comprehensive approach to advancing equity for all who have been historically underserved, marginalized, and adversely affected by generational poverty and inequity. Affirmatively advancing equity, civil rights, racial justice, and equitable opportunity is the responsibility of the whole of our State government. Advancing equity requires a systematic approach to embedding equity and fairness in decision-making processes. The

¹ <https://dhr.colorado.gov/state-hr-professionals/universal-policies>

² <https://ccrd.colorado.gov>
<https://www.eeoc.gov>
<https://spb.colorado.gov>
<https://spb.colorado.gov/board-rules>

Parties must recognize and work to redress inequities in its policies and programs that often serve as barriers to equity as outlined in executive orders and universal policies.

With this focus in mind, upon execution of this Agreement, the Parties will:

- A. Mutually seek funding in the amount of no less than \$300,000 per fiscal year to expand the CSEAP program with three (3) additional CSEAP resources whose focus centers on multicultural, intercultural, and culturally-competent counseling services; professional coaching and training, mediation and reparative justice practices to resolve interpersonal employee conflicts and encourage inclusivity in the workplace.
- B. Will seek funding for a statewide HRIS for Agencies that includes such functionality that will capture the demographic data about employees in order to analyze equity in hires, rewards and recognition, promotions and training opportunities.
- C. In order for the Parties to demonstrate their commitment to working collaboratively, COWINS will annually appoint at least one COWINS member to each of the Statewide Communities of Practice, with the exception of the Internal Strategy Community of Practice. COWINS will annually appoint three (3) members to the Internal Strategy Community of Practice. These appointed members must follow the Statewide Equity Office's application process to be appointed to the Communities of Practice. COWINS will provide written confirmation of these annual appointments to the Statewide Equity Director prior to May 31 of each year. Participation in the Communities of Practice will allow the Parties to engage in Statewide EDIA efforts in an aligned and focused way. The State's participation with the previous EDI Task Force will end upon signing of the 2024-2027 Partnership Agreement.
- D. The Statewide Equity Director or designee will provide a quarterly update to the Statewide Labor Management Committee. The update will be published on the publicly accessible State website within seven (7) days of being presented. Additionally, Co-Chairs and the Statewide Equity Office administrators of the Communities of Practice will present updates once annually.
 1. The State Equity Director will submit a strategic plan to the Statewide Labor Management Committee by May 31, 2025 that details the following in regards to the measurables outlined in 8.3:
 - a. State Equity Office Employees and/or Communities of Practice who will complete the measurable.
 - b. Timelines for measurable accomplishments towards and completion of measurables.

8.4 Measurable Items for State Equity Office

The Statewide Equity Office will engage in activities that include, but are not limited to:

- A. Accountability and a commitment to action

1. Develop and adopt methods and processes for adding an equitable lens to policy reviews, new policy creation, and testing for positions, that State Entities may utilize.
 2. Assist State Entities with the creation and modification of their published EDIA plans.
 - a. Assist State Entities in developing and implementing a process for notifying and receiving comments from employees within the State Entity regarding the development and modification of their EDIA plans.
- B. Hiring, promotion and professional development
1. Within one year from the effective date of this Agreement the State shall develop a bias training for employees participating in hiring and interviewing panels
- C. Feedback and performance management
1. Within one year from the effective date of this Agreement, develop guidance for State Entities and employees on creating and managing EDIA Committees and Employee Resource Groups.
 2. Within one year from the effective date of this Agreement, develop training and resources for State Entity leaders to utilize while evaluating Employee performance and supporting professional development goals around EDIA.
- D. Diversity in Leadership
1. The Statewide Equity Office shall continue to support its existing inclusion assessment tools for State Entities to evaluate their Human Resources and EDIA practices.
- E. Accessibility
1. By January 2026, the State shall gather and report to COWINS on accommodations requested and provided to Employees from the Accommodations Fund for review. The information reported shall include, but is not limited to:
 - a. The number of accommodation reimbursement requests received.
 - b. The amount of time it takes to provide reimbursement for accommodations requested from the Accommodations Fund.
 - c. The generalized types of accommodation(s) provided to Employees.
- F. Transparency and Accountability
1. Adopt a measurement framework to evaluate both the quantity and quality of Statewide EDIA initiatives.
- G. Authentic Engagement with Community
1. Assist State Entities in developing a plan to incorporate the voice of community residents to ensure that State Entity Staff hear diverse perspectives and actively build relationships with the community.

- a. This includes soliciting feedback from community partners within Communities of Practice and publicly sharing EDIA efforts.
- b. By January 2026, the Statewide Equity Office will develop and make available de-escalation training for Employees who may interact with the public.

8.5 State and State Entity Initiatives

Employees requesting participation in State and State Entity sponsored EDIA activities during their work day such as workshops, employee resource groups, and State Entity EDIA Committees, shall not be unreasonably denied.

Nothing in Article 8 shall prevent the State and State Entities from continuing any additional EDIA initiatives including the implementation of any State Entity EDIA action plans.

Article 9 Partnership Agreement Dispute Resolution Process

The purpose of Article 9 is to outline and clarify the Partnership Agreement Dispute (PAD) process and to distinguish the mechanisms available to employees regarding grievances, appeals, or disputes as provided in State Personnel Rules.

Employees may also have rights under the State Personnel Rules to have complaints addressed through remedies provided by the State Personnel Board or State Personnel Director. Employees should consult the State Personnel Board Rules and State Personnel Director's Procedures, 4 CCR 801-01. Information is also available at <https://spb.colorado.gov>.

The subjects of and process for Partnership Agreement Disputes are set forth in this Article.

9.1 Subject Matter of Partnership Agreement Disputes

A Partnership Agreement Dispute shall mean any dispute concerning the interpretation, application or enforcement of any provision of the Partnership Agreement and shall be resolved through the Partnership Agreement Dispute Resolution Process set forth in this Article. All matters subject to mandatory hearing before the State Personnel Board, including disciplinary actions against Employees and claims under the State Employee Protection Act ("Whistleblower Act"), must be appealed to the State Personnel Board and are not subject to the PAD process.

Any Employee who wants to dispute a decision that is subject to the State Personnel Board's discretionary review process may choose whether to pursue review by the State Personnel Board, or, if the dispute alleges a violation of the Agreement, to resolve the dispute as a Partnership Agreement Dispute under this Article. This includes any dispute alleging the following (and that does not concern an action that adversely affects the Employee's base pay, status, or tenure as set forth above):

- A. The employment action appears to violate the Colorado Anti-Discrimination Act ("CADA");

- B. The grievance decision as outlined in Chapter 8 of the Rules appears to violate an Employee's rights under the federal or state constitution; or
- C. The grievance decision as outlined in Chapter 8 of the Rules appears to violate the Employee's rights under the State Personnel Board's grievance Rules or the State Entity's grievance procedures.

When an Employee elects to file a PAD in accordance with this Article, the Employee shall voluntarily and knowingly waive their right to pursue an appeal or grievance under the Rules in compliance with Rule 1-19. The Employee shall sign a written waiver either by wet signature or via a verified digital signature. An Employee may not file a grievance or State Personnel Board or Director's Appeal pursuant to Rules over the same subject matter that is the basis of the PAD. Nothing in this Agreement amends or alters any deadlines under Rules.

The waiver form to be used by the Parties is appended to this Agreement as Appendix A.

An Employee may elect to be represented by COWINS at any level of the Partnership Agreement Dispute process. The provision of such representation on behalf of said Employee shall be at the sole discretion of COWINS.

9.2 Partnership Agreement Dispute Resolution Process

The Parties will consider the date of receipt of a dispute or response as the work day in which the signed and complete dispute or response is received if received before 5:00 p.m., or the following work day if received after 5:00 p.m. or on a weekend or holiday recognized in Article 30.

The Partnership Agreement Dispute Resolution process shall be as follows:

Informal Resolution Meeting

Prior to entering into the formal PAD process with the submission of the PAD form, the Employee with a perceived Partnership Agreement concern shall strive to informally resolve the concern by meeting and discussing the issue with the supervisor/manager involved. The perceived Partnership Agreement concern shall be submitted to the supervisor/manager involved no later than 20 days from when the Employee knew, or should have known, about the facts giving rise to the Partnership Agreement concern. The Employee and supervisor/manager may each have a representative accompany them to the informal meeting.

If the conflict is resolved, there will be written documentation reflecting that mutual understanding.

Level I: State Entity Meeting

If the concern cannot be resolved during the informal meeting with the supervisor/manager, a formal PAD shall be submitted by the Employee in writing via

hand delivery or email to the State Entity's Human Resources Director or designee no later than 10 days after the informal meeting.

Such written PAD shall identify the Article(s) of the Agreement believed to have been violated, the Employee(s) affected by the violation, state how and when the violation took place, and state the remedy sought. The subject of a Level I PAD must only address the topics discussed in the informal meeting. If a PAD is brought by multiple Employees, or impacts multiple employees, the written PAD must specifically name, and identify how and when the violation affected each individual Employee. Each affected Employee(s) participating in PAD meetings shall be required to complete Appendix A.

A Partnership Agreement Dispute Resolution meeting shall be convened within 10 days of receipt of the written PAD. If the Parties mutually agree in writing, a meeting may be waived, or the deadline for holding the meeting may be extended. If an Employee fails to respond to a written request to schedule a Level I meeting within the 10-day timeframe, the State Entity may consider the PAD withdrawn by the Employee.

The purpose of a Partnership Agreement Dispute Resolution meeting is to objectively and thoroughly consider the facts, determine whether or not the Partnership Agreement was violated, and if so, what remedy might be applicable to resolve the violation. The State Entity's Human Resources Director or designee shall respond in writing within 15 days of the Partnership Agreement Dispute Resolution meeting or waiver thereof. The State Entity's response should include the facts and reasons for the decision that the State Entity believes are relevant. If the State Entity's Human Resources Director or designee fails to respond within this time limit, the COWINS Representatives and the Employee(s) may advance the Partnership Agreement Dispute to Level II.

Level II: State Personnel Director Meeting

In the event the Employee(s) and COWINS wish to appeal an unsatisfactory decision at Level I, the appeal shall be presented in writing via hand delivery or email via a completed form Appendix B, to the State Personnel Director or designee, and copying the State Entity's Human Resources Director or designee via email, within 10 days following the receipt of the Level I decision or, if no decision is made, from the expiration of the State Entity's response deadline. A Level II PAD shall be limited to the Articles named in the Level I PAD, and identify the reasons the State Entity's response is disputed and remedy sought. Each affected individual shall be required to complete Appendix B. Only the Employee(s) that waived their rights under the state personnel system at Level I may advance to Level II.

The Director or designee shall have the authority to request additional information from or make inquiries of the State Entity, COWINS, or the Employee(s). The State Entity, COWINS, or the Employee(s) shall provide any required or requested information to the Director or designee in a timely manner.

A dispute resolution meeting shall be convened with the Employee(s), COWINS, and the Director or designee within 10 days of receipt of the written appealed Partnership Agreement Dispute. If an Employee fails to respond to a written request to schedule a Level II meeting within the 10-day time frame, the State Personnel Director or designee may consider the PAD withdrawn by the Employee. If the Parties mutually agree in writing, a meeting may be waived or the deadline for holding the meeting may be extended. The Director or designee shall issue a response in writing within 30 calendar days of the meeting or waiver thereof. If a State Entity or Appointing Authority is found to be out of compliance with the Partnership Agreement, they shall begin to remedy the issue within 20 days of the decision unless otherwise indicated in the Director's decision.

The Director or designee at Level II shall have the authority to affirm, overturn, or modify a decision or action taken at the lower level.

Level III: Arbitration

Disputes unresolved at Level II may be brought to arbitration pursuant to C.R.S. § 24-50-1115, solely by COWINS by filing a written notice to the State. Such notice must be given to the State in person or via email within 30 calendar days of the receipt of an unsatisfactory Level II response. Arbitration shall be limited to the subject matter of the Partnership Agreement Dispute.

9.3 Arbitration Process

Once arbitration has been requested by COWINS, COWINS shall request a list of Federal Mediation and Conciliation Service (FMCS) arbitrators, licensed to practice law or inactive status or retired, and not employed by either party, from FMCS. Within 30 calendar days, the Parties shall begin the process to select an Arbitrator as agreed to by the Parties. If the Parties cannot agree on an Arbitrator, each party shall take turns striking one name until one Arbitrator remains. The Parties may request a second list from FMCS by mutual agreement and the Parties will engage in the same process to select an Arbitrator.

Upon the selection of the Arbitrator, COWINS shall initiate scheduling with the Arbitrator within 30 days of filing for arbitration. The Parties will make a good faith effort to schedule a hearing date that falls within three (3) months of COWINS' filing for arbitration, or as soon after as practicable.

The Arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the Arbitrator shall be final and binding.

All fees and expenses of the Arbitrator, if any, which may be involved in the arbitration proceeding, shall be divided equally between COWINS and the State Entity. Each party shall bear the cost of preparing and presenting its own case.

Arbitrators will issue a written decision, and are encouraged to do so within 30 days of receipt of the Parties' post-hearing brief or closing oral argument, whichever is later. This decision will include the specific findings of fact and conclusion of law, and a determination of whether the State Entity properly interpreted, applied, or enforced the Agreement to the situation giving rise to the Partnership Agreement Dispute. Upon request of either COWINS or the State, the Arbitrator will retain jurisdiction for 60 days after the issuance of a decision in the event of a dispute over implementation. An Arbitrator's decision on a Partnership Agreement Dispute may be appealed as permitted by Section 24-50-1115(2)(b) of the Act.

9.4 Time Limits

Any stage or Level in the Partnership Agreement Dispute Resolution Process, as well as time limits prescribed, may be extended or waived by mutual agreement of the Parties in writing. The State must follow all procurement requirements and the Parties agree that the time limits will be adjusted as needed for procurement requirements.

If the State exceeds any time limit prescribed at any stage or Level in the Partnership Agreement Dispute Resolution Process, unless mutually agreed to extend in writing, the Employee(s) and/or COWINS may advance the Partnership Agreement Dispute to the next Level of the process, except, only COWINS may advance a Partnership Agreement Dispute to arbitration under Level III.

9.5 Notices

Partnership Agreement Disputes shall be sent to the individual(s) set forth in Article 33.5: Notices.

The State Entity will forward a copy to COWINS and the Director or designee of any written Partnership Agreement Dispute it receives from an Employee and/or COWINS.

9.6 Dispute Inquiries and Representation

Stewards shall be permitted to conduct inquiries into potential Partnership Agreement Disputes on Union Leave, after providing notification to their supervisor, subject to the limitations set forth in Article 5. All inquiries by either Stewards or the State Entity shall be conducted with professional respect for confidentiality and shared on a need to know basis. Stewards may request reasonable information that is directly relevant to their inquiry into a Partnership Agreement Dispute; any available responsive information shall be provided in a timely manner. Responsive information may be redacted pursuant to law. Further, such Steward inquiries shall not be disruptive to business operations.

A COWINS Representative shall have the opportunity to be present at all Partnership Agreement Dispute Resolution Process meetings and receive a copy of State responses.

9.7 Attendance at Partnership Agreement Dispute Meetings

An Employee's attendance in all Partnership Agreement Dispute Resolution Process meetings as described in this Article and arbitration hearings shall be on paid time. Stewards who are representing an Employee during the Partnership Agreement Dispute process shall be on Union Leave subject to the limitations set forth in Article 5.

Article 10 Filling of Vacant Positions and Retention

10.1 Job Postings

The State is committed to filling positions quickly. When an Appointing Authority proceeds to fill a vacant covered position through a competitive process as outlined below, the Appointing Authority will follow the process outlined in Article 10.2. The position shall be posted within 15 days of notifying HR that they wish to begin the selection process. The State Entity shall keep the job posting posted for a minimum of seven (7) days. This will include posting of a notice within the regular workplace, either online, email, and/or in hard copy. All postings will be made in a manner that is compliant with the law.

Relevant years of State service shall be considered as a preferred qualification if the Appointing Authority determines that it is relevant to the overall merit and fitness for the position to be used to determine the top candidates on the referral list.

The posting shall be based on the position description and identified knowledge, skills, abilities, and other attributes associated with the position, and not be written to favor a specific individual(s).

10.2 Selection Process

The Parties agree that the selection process should be compliant with relevant laws and Rules to promote equitable, diverse, inclusive, and accessible hiring. The following selection process for determining the awarding of posted covered positions shall be followed by the State:

1. Prior to beginning the minimum qualification review process, the Appointing Authority will determine the Comparative Analysis that will be used, including the use of numeric or non-numeric rubrics, and weight given to prior state service if applicable.

The State agrees that the use of a numeric rubric in the comparative analysis process is a best practice and Appointing Authorities are encouraged to use a numeric rubric. The State Entity will notify COWINS on a monthly basis of all recruitments for a covered position that did not use a numeric rubric in the comparative analysis process.

2. Minimum Qualification Review: The State will follow any applicable Governor's Executive Orders emphasizing skills-based hiring rather than focusing solely on work experience and credentials, to the extent possible, to attract a broader, more diversified workforce to the State.

A thorough review of applications shall take place in order to identify applicants who meet minimum qualifications. Following the minimum qualification review, those internal applicants who are eliminated from moving forward in the process shall be informed that minimum qualifications were not met. Within five (5) days of notification that the minimum qualifications were not met, an internal applicant may request more specific information on the minimum qualifications not met. This information shall be provided to the internal applicant within five (5) days of the request.

3. **Comparative Analysis:** The comparative process used shall be based on the open position's minimum and preferred qualifications in the job posting to determine the top-ranking candidates to refer for interview. In conducting the comparative analysis, personal identifying information will be redacted in the State Entity applicant tracking system if available when people other than HR Professionals certified in selection participate in the comparative analysis process are reviewing resumes and/or applications, and when interviews or in-person exercises are not used for the comparative analysis. Relevant years of State service, prorated for part-time, that contribute to a candidate's position-related knowledge, skill, ability, behavior, or other posted competency shall be considered as a preferred qualification and given weight under the process, if the Appointing Authority determines that it is relevant to the overall merit and fitness for the position. No later than 10 calendar days following the acceptance of a job offer, those internal applicants who are not referred for an interview shall be informed of the reason for that decision.
4. **Referred for Interview:** The panel will evaluate interviewees using consistent questions determined prior to the interview, and documented criteria and provide feedback to the Appointing Authority or their designee to consider in making the final decision.

The State Entity will seek to have organizational diversity in the interviewing panel and agrees to seek volunteers of Employees within the State Entity in the same or comparable classification or Employees who interact with the vacant position, if any, and invite at least one Employee who has volunteered to be on the interviewing panel.

5. **Final Selection:** The Appointing Authority or their designee will select the candidate they deem most qualified for the position based on the information acquired through all stages of the selection process.

As with all recruitment efforts, the Appointing Authority or designee shall objectively and consistently evaluate each candidate's merit and fitness for the position using the comparative analysis process determined prior to the start of the minimum qualification review, without giving preferential treatment to any candidate based on personal relationships, affiliations, or biases. With prior written approval by the Department Head, Appointing Authorities may participate in the decision-making process to appoint an immediate family member to a position within the State Entity.

Documentation and Transparency: The State Entity shall maintain documentation of the selection process. This documentation shall be available for review through Article 10.3.

Reporting Mechanism: Non-selected Employees will be notified of their appeal rights related to the selection process.

Training and Education: Within one (1) year of the effective date of this Agreement, the Department of Personnel and Administration will develop a statewide training which will be made available to all State Entities for Appointing Authorities on fair and compliant hiring processes, including applicable laws on preventing discrimination. As the Department of Personnel and Administration develops the training, they will seek feedback and input from the Statewide Equity Office, including two (2) practice training sessions with Stewards and participants from the Internal Strategy Community of Practice for feedback before implementation.

Notice of Appeal: Non-selected candidates will be notified in writing of their appeal rights related to the selection process. At the request of an internal candidate at the State Entity with the open position and who was referred and interviewed but not selected, no later than 10 calendar days following the acceptance of a job offer, the State Entity will provide information to the internal candidate regarding how best to position themselves for the next opening.

Job Offer Letters: Job offers shall include salary, and if known, schedule and work location including remote or hybrid expectation.

10.3 COWINS Selection Process Review

Within 30 calendar days of COWINS' written request, the State Entity shall provide COWINS with all documents pertaining to a State Entity's specific completed job selection process to ensure compliance with this Article 10. Such documents shall include, but not be limited to, the job posting, applications and resumes, information reflecting the comparative analysis process that was selected prior to minimum qualification review, applicant rankings per the comparative analysis used, if any, the weight given to prior state experience, if any, and any other relevant documentation related to the selection process. Personal identifying information or other information required to be redacted or withheld by law will not be provided.

10.4 Recruitment

In order to recruit qualified candidates, the State shall make its best effort to carry out the following measures to fill vacant positions by:

- A. Participating and hosting job fairs throughout the state; to include internal job fairs for promotional opportunities;
- B. Reaching out to colleges, universities, community colleges, and technical colleges to recruit candidates with skills necessary to perform the duties of the job;
- C. Advertising open positions including outside of the State's website;

- D. Periodically reviewing the background check process to ensure the checks are being conducted in an efficient manner;
- E. Providing accessible options for applicants, including online and paper options to reach the largest pool of applicants, as appropriate;
- F. Emphasizing skills-based hiring to the extent possible, to attract a broader, more diversified workforce to the State;
- G. In cases where hybrid or remote work is available the State Entity should consider providing remote options for interviewing and training.

10.5 Retention of Employees

The Parties shall make it a subject of discussion for Labor Management Committees (LMCs) to monitor and resolve selection and retention challenges of Employees. The State shall prepare a report on the turnover of Employees that includes the job classifications, pay rate and departments, and any other information available in the State's statewide system of record deemed necessary to analyze the turnover and deliver it to COWINS twice a year.

The State shall provide COWINS with the annual Director's Appeal Trends Analysis.

10.6 State Entity Agreements

Promotional lists including their expiration date, lateral transfers, and the time limits when a position(s) must be posted after it has become vacant or funded shall be a subject of negotiations for State Entity Agreements.

Article 11 Probationary and Trial Service Periods

11.1 Probationary Period

Probationary service applies to appointments to permanent positions of Employees. The probationary period shall not exceed 12 working months unless extended by the number of days an Employee is on unpaid leave, Short Term Disability or Workers' Compensation leave. An Employee's probationary period may end earlier than 12 working months. Probationary Employees shall have a conversation about their job performance with their supervisor after completion of 90 days of their probationary period.

11.2 Trial Service Period

A trial service period shall not exceed 6 working months and shall apply to any Employee who is:

- A. A current certified Employee who voluntarily transfers to a position within the same class; or
- B. A current certified Employee or reemployment applicant who transfers to a position in a different class with the same pay range maximum; or
- C. A current certified Employee or a reemployment applicant who promotes; or
- D. Any reinstated applicant unless the Appointing Authority requires a probationary period. In determining whether to require trial service or a probationary period, the Appointing Authority shall consider the length of time the applicant was not employed

with the State and the differences in the job qualifications between the Employee's previous position(s) and the new position.

During the first 15 days of the trial service period, the Employee may request to revert to the previous position in the previous State Entity. In the event of an inter-State Entity transfer request, both the potential gaining and potential losing State Entities and the Employee will engage in an interactive conversation to discuss options available including possible reversion. The trial service period is extended by the number of days of unpaid leave, Short Term Disability or Workers' Compensation leave. If a trial service period is extended for unpaid leave, it shall not be extended beyond the amount of leave taken by the Employee. The trial service period is extended when there is a selection appeal pending.

Employees shall be covered under the full Agreement during trial service.

Article 12 Position Descriptions and System Maintenance Studies

12.1 Position Descriptions

All Employees shall have an accurate and official position description within 10 days from the date of hire, reallocation, promotion, reorganization, or transfer. Position descriptions shall include the job classification, the expectations of the primary job duties, and the functional attributes of the job duties. It is the Appointing Authority's responsibility to provide Employees with the tools and work environment most appropriate to help them effectively accomplish the primary job duties of their position description. Position Descriptions shall include clear designation of Essential or Critical and include relevant premium pay qualifications.

If an Employee is regularly performing the same additional duty(ies) for six (6) months or more and it is anticipated that the duty will continue to be performed as an "additional duty as assigned," the Appointing Authority shall request a job evaluation from the State Entity's Human Resources department. The position description evaluation shall begin within 60 calendar days of request, include Employee feedback and be completed within six (6) months. In cases where additional time is needed for the evaluation, Employees will be notified and given a date in writing for when it will be completed. If the job evaluation takes longer than 12 months to complete and it is determined to reallocate the position upwards, the department must pay the difference in base pay for the period beyond the 12 months.

12.2 System Maintenance Studies

A system maintenance study is the process used to determine class and/or pay grades to properly place all affected into new classes. It includes class placement. System maintenance studies create, amend, or abolish classes and/or include pay grade assignments. A study may include the review of all affected positions for placement in the proper new class.

In the event the State proposes changes to the job classification of Employees through a system maintenance study, the State shall provide 90 calendar days' notice to COWINS and to

the affected Employees of the proposed change. Within 20 calendar days of notice receipt, COWINS may provide the State with a written request to discuss the proposed changes. Upon COWINS' request, the Parties shall meet within 20 calendar days to discuss the proposed changes and endeavor to resolve issues and concerns. If no agreement is reached, the State may complete the changes outlined in the system maintenance study.

In addition, the State will host a system maintenance study meeting with Employees, statutorily referred to as a "meet and confer" meeting. For good cause, COWINS may request a system maintenance study, which will be prioritized and added within the existing system maintenance study plan.

12.3 Position Descriptions Changes and Reallocations

In the event an Employee believes their position description does not accurately reflect their ongoing, permanent job responsibilities, the Employee may request in writing to their Appointing Authority to have the State Entity perform a job evaluation by a Human Resources professional certified by the State in job evaluation. The Appointing Authority shall submit the request to Human Resources within seven (7) days. The job evaluation shall begin within 60 calendar days of the Employees initial request, and be completed within six (6) months. In cases where additional time is needed for the evaluation, Employees will be notified and given a date in writing for when it will be completed. If the job evaluation concludes that the ongoing, permanent job duties were outside the job class in the position description, Human Resources, the supervisor and the Appointing Authority, or the Appointing Authority or designee, shall decide either to reallocate the position or remove those additional job duties based upon the results of the job evaluation. If the Appointing Authority or designee decides to proceed with an upward reallocation, the reallocation shall take place within 30 days following the completion of the job evaluation. Employees shall be given written results of the job evaluation within 30 days following the completion of the job evaluation.

12.4 Appointing Authorities

The State Entity shall provide to COWINS a complete up-to-date list of all Appointing Authorities.

Article 13 Total State Service and Seniority

13.1 Total State Service

Total State Service includes prior permanent state service, in or out of the state personnel system, but does not include any time not employed by the State. Total number of years of state service is computed from the hire date. Employees with prior permanent state service, in or out of the state personnel system, earn leave based on the total whole months of service, excluding temporary assignments.

Whenever an Employee currently or previously employed by the State enters or is brought into the state personnel system, the Employee shall be credited with their former state

service for the purposes of accumulated leave, leave earning rates, seniority, and other benefits, excluding retirement credit in accordance with C.R.S. § 24-50-136 and Rules.

13.2 Seniority

Seniority is total state service beginning from date of hire, plus years of military service for those eligible for veteran's preference, as defined by Rule. Veterans who have completed less than 20 years of active military service receive a preference in calculating seniority by adding years of active military service to the total number of years of state service, up to 10 years. The calculation of the years of state service and active military service is rounded up for partial years. Seniority is factored into specific employment processes as defined by Rule, including layoff and retention rights.

Article 14 Work Schedules and Breaks

All State Entities will have established core business hours that will be clearly communicated to all Employees.

14.1 Short-term Changes to Employees' Schedules and Workplace Locations (30 Calendar Days or Less)

When the need arises for any short-term change to an individual or a group of Employee(s) schedule(s) and/or workplace locations that will last 30 calendar days or less, supervisors will strive to give 10 days' notice, unless there is an urgent or emergent situation where the need is immediate. Supervisors and the impacted Employee(s) shall strive to reach documented mutual agreement on the change. Supervisors may modify schedules and/or workplace locations to accommodate the Employee(s)' needs. In no event may the change last longer than 30 calendar days unless the process in Article 14.2 is followed.

When a State office or facility is closed for weather-related events and all non-essential and non-critical Employees at that State office or facility are given administrative leave, critical Employees who are required to report to work at that State office or facility will be awarded an equal amount of administrative leave to use at a later date.

Nothing in this Article 14.1 affects a State Entity's ability to utilize and implement scheduling structures as outlined in Article 16.

14.2 Long-Term Changes to Employees' Schedule and/or Workplace Locations (More than 30 Calendar Days)

A. Long-Term Changes to an Individual Employee's Schedule and/or Workplace Location (More than 30 Calendar Days)

Long-term changes to an individual Employee's established schedule and/or workplace location which will last longer than 30 calendar days shall not occur without the supervisor discussing the change with the Employee. In this discussion, the Employee

and supervisor shall strive to reach mutual agreement on the change. Efforts to reach mutual agreement must be documented in writing. If the supervisor and Employee do not come to a mutual agreement, the supervisor may seek eligible, qualified volunteers to adopt the schedule and/or workplace location change. If there are no qualified volunteers, the supervisor may assign the schedule and/or workplace location change to the Employee. The change may not take effect until at least 10 calendar days following the discussion, unless the supervisor and Employee mutually agree to a different time frame in writing.

Nothing in this Article 14.2 impacts Flexible Work Arrangements as outlined in Article 15.

B. Long-Term Changes to a Group of Employees' Schedules and/or Workplace Locations (More than 30 Calendar Days)

When a supervisor is considering a long-term change to the schedules and/or work locations of a group of five (5) or more Employees that will last more than 30 calendar days, the supervisor will notify the affected Employees in writing of the potential change. Within seven (7) calendar days of providing written notification to Employees, the supervisor will explain the potential change and gather feedback to aid in facilitating a survey or discussion regarding the potential change to the impacted Employees. While the State Entity retains the discretion to ultimately change schedules and/or work location, results of the Employee survey and/or discussion shall be shared with the impacted Employees and COWINS and be one of the primary factors in its decision, which could also include impacts on morale, business operations, and fiscal impact, among others. Should a State Entity decide to disregard the results of the survey, if any, a written justification shall be provided to Employees and COWINS. The supervisor will notify the impacted Employees of the supervisor's final decision regarding the change(s) in writing, and will clearly document the business need for the change. The change may not take effect until at least 14 calendar days following notification of the final decision.

Nothing in this Article 14.2 B impacts shift bidding as outlined in Article 14.3.

Seasonal based/established business cycle changes are not subject to this Article 14.2.

14.3 Shift Bids

Shift Bids are a tool for balancing schedules in 24/7 operations. State Entities use this practice to bid for shifts, days off and/or holiday package scheduling. The following criteria will be used by all State Entities with 24/7 operations that utilize shift bids.

- A. Total facility or division shift bids shall not occur more than once per every two fiscal years.
- B. Bids used for holiday package scheduling, or other leave scheduling, may occur annually.

- C. Employees will be allowed to bid for available shifts based on established practices in place as of the signing of this Agreement, if a State Entity does not have an established practice, the State Entity shall use Total State Service for bid preference. Shift bidding practices may be a subject of State Entity Agreement negotiations. If a State Entity with an established practice decides to make a change to the established practices, they shall engage in the process outlined in Article 5.1.
- D. State Entities that utilize shift bidding must maintain the data used to calculate an Employee's position in a bid. This information must be available to all Employees at the time of the bid.
- E. When a shift becomes vacant in the bid process and the Appointing Authority proceeds to fill the shift, the most senior qualified Employee, as defined in the State Entity's established practice, with a request for movement to the vacant shift (shift/area, and days off if applicable) will be offered the vacant shift as requested by the Employee.
- F. When bidding, Employees will bid their preference. The State Entity shall make every effort to avoid mandating Employees to bid off their preferred shift. In the event those efforts fail and Employees are mandated to bid off their preferred shift in order to meet staffing needs, Employees will be required to bid off their preferred shift in reverse order of Total State Service.
- G. Intermittent Bidding may be used between bi-annual bids.
 1. Intermittent bidding shall be used in the event of work unit closures (either temporary or permanent), documented critical staffing needs, and other documented business needs.
 - a. Intermittent shift bids will utilize the bidding process for the impacted Employees and all open positions at the time of the intermittent bid shall be made available.
 - b. For critical staffing needs bids, State Entities shall solicit volunteers first, before mandating an intermittent bid.
 - c. Bidding practices, including intermittent practices, may be a subject of State Entity Agreement negotiations.

14.4 Breaks and Meal Periods

Non-exempt Employees shall be allowed a minimum of 15 minutes of paid break for every four (4) hours worked and a minimum 30-minute duty-free meal period during a workday lasting five (5) hours or more. Work Schedules for non-exempt Employees will reflect the breaks and meal periods requirements outlined in this Article 14.4. Modifications to these allowances are permitted with mutual agreement between the Employee and the Employee's supervisor. Scheduled breaks of 20 minutes or less are considered work time. Duty-free meal periods of 30 minutes are not considered work time. However, if the Employee's meal period is materially interrupted or not completely free from duties, consistent with Rule and law, the meal period shall be deemed work time. Breaks and meal periods may be scheduled according to business needs and exceptions based on legitimate business reasons are allowed.

Appointing Authorities may include meal and/or break periods in exempt Employees' work schedules. Exempt Employees whose work schedules include a meal or break period shall not be required to work beyond the end of their scheduled workday solely because they ceased work during their scheduled meal or break period, but may be required to begin their workday early or work beyond the end of their scheduled shift to meet business needs.

Article 15 Flexible Work Arrangements and Position Designation

15.1 Requests for Flexible Work Arrangements

Flexible Work Arrangements ("FWA") refers to deviations in time and/or place from the standard approach of working onsite during core business hours and/or the Employee's specified work location and/or hours in their position description, including alternate and flexible work schedules (e.g., flextime, flex scheduling, compressed scheduling), flexplace (e.g., telecommuting, telework, work from home or alternative offices), remote work, hybrid, reduced hours/part-time, and job sharing.

The Appointing Authority is ultimately responsible for approving a request for a FWA based on the criteria included in this Article, Universal Policy, State Entity policy, and any relevant Governor's Executive Order. The FWA may be discontinued, revoked, revised, or limited upon giving 10 days' notice to the Employee and only if there is change resulting in the Employee no longer meeting the criteria listed in this Article. Appointing Authorities retain the right to temporarily require modifications to the Employee's Flexible Work Arrangement with less than 10 days' notice for demonstrated business reasons. While it is understood that the FWA may not be suitable for every Employee or every position, nothing in this Article would prevent an Appointing Authority from considering FWA on a case-by-case basis. If the State decides to make changes to the Universal Policy on FWA, it shall follow the Partnership Discussion process outlined in Article 5.1. No State Entity shall deny FWA requests without appropriate justification provided to the Employee citing one of the criteria listed in this Article.

The Appointing Authority may require an Employee who is approved for a FWA to enter into a flexible work agreement. Employees are expected to comply with all reasonable requests to complete any additional forms or documentation or participate in a review of the FWA if requested by their supervisor to establish or continue a FWA.

15.2 Requests for Flextime Arrangements

When an Employee's current job assignment can be performed during an alternative schedule that differs from core business hours, they may request an FWA, which allows them to work a different schedule for all or part of the workweek. Requests for flextime shall be made consistent with the State Entity's policy.

State Entities shall consider the following criteria in approving a flextime arrangement for an Employee:

- Ability or requirement to perform all or part of work outside of an 8:00 a.m.-5:00 p.m. Monday through Friday schedule;
- If the Employee wishes to work on a flextime arrangement;
- The State Entity's mission, business goals, operations, and needs;
- If there is no negative impact on other Employees' ability to carry out their work;
- If the flextime arrangement enhances business operations;
- If the flextime arrangement improves employees' morale; and
- There are no documented performance issues as a result of a previous FWA involving attendance and/or productivity in the past year.

15.3 Requests for Flexplace Arrangements

When an Employee's current job assignment can be performed at an alternate site within the State of Colorado other than the designated State work location, they may request a FWA that allows them to work remotely at a flexplace for all or part of the workweek. To be eligible for a flexplace, the alternate site must have adequate workspace and be free from safety and fire hazards. Employees working at a flexplace shall apply the State Entity's security safeguards and document retention policies and the State Entity shall provide the necessary security means, methods and support in the same manner as in the regular office in order to protect such information from unauthorized disclosure, loss or damage. Employees are expected to comply with all reasonable requests to complete any additional forms or documentation requested by their supervisor to establish a flexplace.

From time to time, Employees whose FWA permits them to work from a flexplace may be required to work from a location other than the flexplace, including the office for good reason.

State Entities shall consider the following criteria when approving a flexplace arrangement for an Employee:

- Ability or requirement to perform all or part of work remotely;
- If the Employee wishes to work remotely;
- Ability to effectively communicate with supervisors, team members and clients remotely;
- The State Entity's mission, business goals, operations, and needs;
- If the direct supervisor is working remotely;
- If there is no negative impact on other Employees' ability to carry out their work;
- If the flexplace arrangement enhances business operations;
- If the flexplace arrangement improves employees' morale; and
- There are no documented performance issues as a result of a previous FWA involving attendance and/or productivity in the past year.

15.4 Guidelines for FWA

Employees working under an FWA shall be reasonably available, without distractions, by phone, video conference, chat and email during work hours as needed or agreed upon in the FWA agreement. Job responsibilities that require in-person interaction shall not be conducted in a home office.

Employees working under an FWA are responsible for properly recording their work time in the Employer timekeeping system based on the State Entity's timekeeping requirements. Employees understand that all applicable State and State Entity rules, procedures, and policies apply to FWA.

Any equipment or supplies purchased with Employer funds, and electronic data or other information created or maintained through the use of these resources, remain the property of the State.

15.5 Worker's Compensation and Liability

Employees performing under an FWA are covered by applicable workers' compensation policies for injuries arising out of the course and scope of employment to the extent such injuries fall within Colorado's Workers Compensation Act. Employees will need to notify their supervisor or other appropriate manager in writing within four (4) days of when an injury occurs and follow any other applicable State Entity policies or procedures for reporting workplace injuries. Employees remain liable for injuries to third persons, including family members, at the flexplace. The State is not liable for damages to the Employee's personal or real property except to the extent of liability under law.

15.6 Multiple FWA Requests

In cases where there are multiple FWA requests that cannot all be granted and would preclude the delivery of quality customer service, the State Entity shall meet with COWINS to consider a reasonable system of rotating flexplace schedules that could allow multiple Employees to be considered for FWA opportunities.

No State Entity shall deny multiple FWA requests without appropriate justification provided to the Employee citing one of the criteria listed in this Article.

15.7 Description of In-Person, Hybrid, and Remote Designations

Under Fiscal Policy, Flexible Work Arrangements include the designation of a position as in-person, hybrid or remote. A State location or workplace is defined as locations where the State owns or leases a facility or office.

- A. In-person: Employee regularly works at a State location. An Employee is considered to be in-person if the Employee works 80% or more of their regularly scheduled hours per week in a State location.

- Employee may have temporary or ad hoc flex place arrangements but does not have an established agreement for an alternate work location other than their regular State location.
- B. Hybrid: Employee works a combination of in-person/onsite and remote. Employee has an available workspace at a State location, which may include hoteling or using a shared space.
- Employee has an established flexible work arrangement agreement.
- C. Remote: Employee regularly works in alternative location(s) other than a State location but may still be required to come to a State location or alternate location based on business need. This designation includes mobile workers whose job responsibilities require the Employee to be away from the State location or remote workplace for much or all of the workday due to customer or community interaction. The Employee does not have an assigned State location, but may use an available workspace when reporting to a State location.

15.8 Changes to In-Person, Hybrid, or Remote Designation:

An individual Employee who is in a position that is designated as remote, hybrid, or in-person must receive at least 30 calendar days' notice if an Appointing Authority determines that there is a business need to change the in-person, hybrid, or remote designation.

An individual Employee who is in a position that is designated as hybrid must receive at least 10 days' notice if an Appointing Authority determines that there is a business need to have the Employee report to a state office on an ongoing basis. This modification alone would not change the position's designation as hybrid. Appointing Authorities retain the right to temporarily require the Employee to report to a state office with less than 10 days' notice for demonstrated business reasons, but are encouraged to provide a remote option if feasible.

Should an Employee in a position that is designated as remote or hybrid utilize a State workplace at their own discretion and within the State Entity's policy, this shall not impact their remote or hybrid position designation.

15.9 State Entity Agreements

Processes for requesting and additional criteria for Flexible Work Arrangements shall be a subject of State Entity Agreement negotiations.

Article 16 Overtime, On-Call, and Call Back

16.1 Overtime Eligibility and Calculation

Overtime pay and compensatory time entitlements and eligibility shall be administered in accordance with the Fair Labor Standards Act (FLSA), including Section 7(k), and any applicable state or local laws. Overtime pay hours are the actual hours worked by a non-

exempt Employee in excess of either 40 hours a week during a standard FLSA workweek or the hours allowed in a Section 7(k) work period. Essential non-exempt positions as defined in statute and as designated by a State Entity shall have paid leave counted as work time for overtime calculation purposes.

Upon receipt of the full funding for the implementation of a statewide HRIS system, the Parties will reopen this Section of the Partnership Agreement to discuss potential changes to the overtime calculations for all hours worked in excess of a regularly designated shift each day for non-exempt Employees paid on the State's payroll system administered by DPA.

16.2 Overtime Pay

Overtime hours are paid at one and one-half times the non-exempt Employee's regular hourly base pay rate, including applicable premium pay. A non-exempt Employee cannot earn both overtime pay and compensatory time for the same overtime hours. For all State Entities that will be on the statewide HRIS system administered by DPA, once the system is implemented and Rules have been amended, overtime hours will be paid at two (2) times the non-exempt Employee's hourly base rate of pay, including applicable premium pay, for all hours worked on the seventh consecutive day in the standard FLSA workweek, with the exception of urgent and emergent situations, seasonal non-exempt Employees, when requested by the non-exempt Employee to work the seventh consecutive day, or if the Employee's regular schedule is to work seven (7) or more consecutive days.

16.3 Compensatory Time

Non-exempt Employees who agree to earn compensatory time in lieu of overtime pay must agree to do so in writing before it is earned.

Compensatory time is banked at one and one-half hours for each overtime hour worked. Compensatory time shall be scheduled as soon as practical with mutual agreement between the Employee's supervisor and the eligible Employee, preferably within 90 days of earning it.

At a minimum, an Employee may bank up to 40 hours as compensatory time or the amount set forth in the State Entity's policy, whichever is greater. Overtime in excess of the compensatory time limit as set forth above will be paid at one and one-half times the non-exempt Employee's regular hourly base pay rate, including applicable premium pay. All banked compensatory time up to the compensatory time limit as set forth above and not taken shall be paid at the non-exempt Employee's regular hourly base pay rate, including applicable premium pay, at one of the following times or based on the State Entity's policy:

- A. At the time of termination;
- B. At the time of a transfer to another position;
- C. At the end of a fiscal year; or
- D. Upon mutual agreement between the Employee and the State Entity.

16.4 Scheduling Overtime Shifts

The scheduling of overtime assignments shall be set forth in the State Entity Agreement(s), as applicable.

16.5 On-Call and Call Back

Hours worked, on-call and call back are governed by the Fair Labor Standards Act (FLSA). State Entities who have Employees on-call shall develop on-call policies and procedures in alignment with this Article.

A. On-Call Eligibility for Non-Exempt Employees

If not already designated in the Annual Pay Plan, the Executive Director of the non-exempt Employee's Agency or the president of the non-exempt Employee's IHE may designate a non-exempt Employee to be on-call eligible. The Agency or IHE shall provide a list of all on-call eligible Employees to the Department of Personnel and Administration and update that list within 30 days of any changes to on-call eligibility. An Employee must be given at least 30 calendar days' written notice before their on-call eligibility can be changed.

B. On-Call Expectations

Supervisors will communicate the on-call schedule to designated Employees in advance in writing.

During periods when Employees are on-call, except for actual responses to calls, they are able to engage in personal activities and pursuits. Employees must be able to respond to a call within a reasonable period of time, report to a work location in a reasonable period of time, or find another eligible employee to handle the call in the event of an emergency. Employees may not be under the influence of alcohol or any other substance that might affect their mental or physical condition while they are on-call.

Supervisors must designate a reasonable time period by which the on-call Employee must answer a call which will be included in the notice of on-call status and the written policy. If an on-call Employee misses a call, it is the Employee's responsibility to return the call within the time period designated by the supervisor.

The on-call Employee may have to report to work or another designated location before the start or after the end of a shift after receiving a call. This is known as "call back." In those circumstances, it is the on-call Employee's responsibility to report to work within the reasonable time frame designated by the supervisor.

To accommodate times when an Employee might not be able to be on-call, for example planned travel away from their town of residence, Employees may trade on-call periods or ask another employee to cover their on-call time; supervisors are encouraged to work with

the Employee on coverage. All modifications to the on-call schedule must be approved by the supervisor in advance. Supervisors are encouraged to create a rotating on-call schedule to ensure that the responsibility for on-call is equitably distributed.

16.6 On-Call Pay and Call Back Pay for Non-Exempt Employees

The rate for on-call pay and eligible job classes shall be published in the Annual Pay Plan. Non-exempt Employees who are in job classes not published in the Annual Pay Plan are eligible for on-call pay if designated by the Executive Director of the non-exempt Employee's Agency or the president of the non-exempt Employee's IHE as on-call eligible pursuant to Article 16.5(A). On-call pay shall be paid at \$5 per hour for non-exempt Employees who are on-call as designated above. This excludes mid-level providers whose on-call pay shall not be less than the amount reflected in the Annual Pay Plan. Only time actually on-call shall be paid at the on-call rate. In call back situations, non-exempt Employees eligible for both on-call and call back pay shall receive call back pay only.

Call back pay applies when an eligible non-exempt Employee is required to work before the start or after the end of a scheduled shift. An eligible non-exempt Employee does not have to be on-call eligible to receive call back pay. If there is no release from work between the call back hours and regular shift, it is considered a continuation of the shift and call back pay does not apply; instead, if applicable, the non-exempt Employee may earn overtime or compensatory time. When a non-exempt Employee is called back, they are entitled to a minimum of two (2) hours of their regular base pay (call back pay) or pay for the actual amount of time spent responding to the call, whichever is greater. Call back time is counted as work time for overtime calculation purposes.

Non-essential, non-exempt Employees who are not specifically assigned to be on-call and who are contacted for a call back may choose not to accept the call back without receiving a corrective or disciplinary action. State Entities may evaluate scheduling options for Employees who are routinely called back to work to see if on-call scheduling could be more efficient.

16.7 On-Call Expectations for Exempt Employees

While FLSA establishes the legal framework for exempt employees, exempt Employees may be expected to work a specific schedule without impacting their exempt status; they may also be required to work additional or different hours in order to meet business needs. Exempt employees may not be designated as on-call eligible and may not receive on-call pay but may be placed on a written on-call schedule. If an exempt Employee is placed on a written on-call schedule, the procedures and expectations in 16.5(B) apply.

State Entities shall provide on-call incentives for exempt Employees who are placed on a written on-call schedule. Those incentives may include additional compensation or administrative leave. State Entities who have exempt Employees placed on a written on-call schedule shall develop and implement incentive plans in compliance with Article 16.7 no later than 60 days from the effective date of this Agreement. These incentive plans will be

communicated to impacted Employees once developed and a notification will be sent to COWINS per Article 5.1. On-call incentives for exempt Employees may be a subject of State Entity Agreement negotiations.

16.8 State Entity Agreements

Because of the unique working conditions at each State Entity, scheduling of overtime shifts including the altering of schedules to minimize overtime exposure, compensatory time, work-related administrative leave for exempt Employees, compensatory time accumulation limits, on-call, and call back pay, shall be a subject of negotiations for State Entity Agreements.

Article 17 Health and Safety

17.1 Health and Safety in the Workplace

The State shall strive to maintain safe and healthy working conditions for all Employees. This should include mitigating known hazards for workplace violence and physical injury and/or illness, maintaining appropriate staffing levels to ensure safety, quality care and the protection of those in the State's care and custody, making sure Employees have safe tools and properly maintained equipment, posting signage to indicate any known hazards in the workplace where applicable, providing applicable safety training in a language understood by Employees, and/or developing a written hazardous chemical safety program that lists the exposures and necessary precautions in a language understood by Employees where applicable.

Because of the unique working conditions at each State Entity, safe and healthy working conditions shall be a subject of negotiations for State Entity Agreements and the parties to those agreements may discuss topics listed in this Article.

17.2 Workplace Injury and/or Illness Logs

Each State Entity shall maintain a log of all reported workplace injuries and/or illnesses detailing the date, location and nature of the injury or illness. All logs shall be made readily available to Employees or COWINS for review following a written request to the State Entity, after making any necessary redactions required by law.

17.3 Safety Committees

The Parties shall partner to protect the health and safety of all employees. Safety Committees shall discuss topics of concern regarding the health and safety of employees, as well as ways to minimize or mitigate the risk of workplace injury or illness, and to address causes of violence or injury. The goals of this Article shall be a subject of any Safety Committee meetings, state-wide, and/or State Entity LMC meetings. Safety Committee recommendations for health and safety measures will be made to the State Entity for consideration and, if agreed to, the State Entity and COWINS will work together on steps needed to implement any measures agreed upon including following the legislative and/or budgetary process if applicable.

17.4 Retaliation Complaints

There shall be no retaliation against any Employees who report violations of this Article, report incidents of injury and/or illness or pursue complaints of unsafe or unhealthy working conditions. Employees that believe they have been retaliated against for reporting incidents of injury and/or illness in good faith or pursuing complaints of unsafe or unhealthy working conditions may file a whistleblower complaint with the Board. Employees that believe they have been retaliated against in violation of the Public Health Emergency Whistleblower Law may pursue the remedies set forth in that law.

Employees shall also report any retaliation allegations to a member of the Management and Human Resources teams. The complaining Employee will be provided a retaliation complaint form created by the State. The State shall notify COWINS of a reported retaliation complaint and the results of the inquiry.

17.5 Consecutive Hours Worked

The State shall strive to ensure Employees have sufficient rest between shifts as well as a limit to the number of hours that can be safely worked; such topics shall be a subject of State Entity Agreement negotiations.

17.6 Workplace Violence Elimination

COWINS and the State shall make the elimination of workplace violence, including domestic violence that affects the workplace, a topic of any Safety Committee or LMC meetings. The Safety Committee or LMC shall remain cognizant of any confidentiality concerns to promote the safety of employees, particularly those who are victims of domestic violence, that affect the workplace. Safety Committee or LMC recommendations for violence mitigation measures will be made to the State Entity for consideration and, if agreed to, the State Entity and COWINS will work together on steps needed to implement the measures agreed upon including following the legislative and/or budgetary process if applicable.

Article 18 Corrective and Disciplinary Actions

18.1 Introduction

Except for any actions over which the Board has jurisdiction, all certified Employees can be subject to discipline and discharge for discipline but only for just cause.

An Appointing Authority or designee must notify a certified Employee of the possibility of corrective or disciplinary action within 90 days from the incident, performance issue, behavioral issue, or accumulation of ongoing issues that gives rise to the possible corrective or disciplinary action, from when the Appointing Authority or designee knew or should have known of the incident, performance issue, behavioral issue, or accumulation of ongoing issues, or from the completion of an investigation, whichever is later.

18.2 Administrative Leave

Administrative leave during a period of investigation shall be paid except as provided for by Rule. Administrative leave during a period of investigation is not a disciplinary action and shall not exceed 45 days, unless the State Entity provides a notice to the Employee explaining the need for such extension and the estimated time of the extension.

If an Employee is placed on administrative leave due to an investigation and is asked to have no contact with their workplace during the investigation, Union Leave may be requested for limited Steward duties which may take place outside of the Employee's workplace and scope of the investigation.

18.3 Rule 6-10 Meeting

In addition to the criteria outlined in Rules 6-9 and 6-10, the Appointing Authority will notify the Employee of their right to review any available documentation and evidence, including information obtained through documented conversations with the Appointing Authority, that will be discussed in the Rule 6-10 meeting, unless prohibited by law. This review will take place as soon as practicable, and at least two (2) days in advance of the Rule 6-10 meeting. Employees should be allowed a reasonable amount of time for review. All Rule 6-10 meetings shall be conducted with mutual respect.

When an Employee chooses a COWINS Representative to attend the meeting, the Representative may be present to review documentation, participate in Rule 6-10 meetings in order to ask clarifying questions, advise and support the Employee, and assist the Employee with presenting their position, and the Employee is expected to answer any questions within the scope of the Rule 6-10 meeting and actively participate.

State Personnel Board Rule 6-9 provides in part that the State will provide notice of the Rule 6-10 meeting at least 7 days prior to the meeting which will include date, time, and location of the meeting, that the Appointing Authority is considering taking disciplinary action, the alleged performance issues or conduct that may result in discipline, that the Employee may present information during the Rule 6-10 meeting, and that a representative may accompany the Employee to the meeting.

State Personnel Board Rule provides in part that during a Rule 6-10 meeting, the Appointing Authority shall:

1. Disclose the alleged performance issues or conduct that may result in discipline;
2. Disclose the source of the information about the alleged performance issues or conduct, unless prohibited by law; and
3. Give the Employee an opportunity to respond to the alleged performance issues or conduct.

Employees have the right to request COWINS union representation in any Rule 6-10 meetings, or any other investigatory interviews with them, where there is a reasonable belief that the meeting may result in their disciplinary action. Such meetings shall be conducted with mutual respect and the Employee is expected to answer any questions and actively participate.

18.4 Notice to Employees

When issuing discipline, the State Entity shall have the following statement appear in the Disciplinary Letter, as that term is used in Rule, on all disciplinary actions taken against Employees:

“You have the right to contact state employee union COWINS Local 1876 related to this disciplinary action if you so choose.”

18.5 Information Sharing

Upon COWINS’ request, the State will make available any metrics that the State Personnel Board provides to the Director regarding cases that come before the State Personnel Board.

18.6 Record of Corrective or Disciplinary Action

A corrective action may also contain a statement that the corrective action will be removed from the official personnel records after a specified period of satisfactory compliance. A removed corrective action is not relevant in any subsequent personnel actions as to prior unsatisfactory performance or conduct, but may be relevant for other purposes such as proof of motive, opportunity, intent, knowledge, or absence of mistake. Other than corrective action and discipline over which the Board has jurisdiction, corrective action or discipline that is 18 months or two (2) academic school years or older cannot be used for progressive discipline purposes unless it reflects a similar nature or pattern to the current corrective action or discipline proceeding.

18.7 Performance of Employees in Trial Service

If during the trial service period, the Employee is not performing satisfactorily, the Employee may request reversion to an existing vacancy in the previously certified class in the current State Entity, which request will be reviewed pursuant to Article 11 and Rule. The Appointing Authority has the discretion to revert the Employee to an existing vacancy in the previously certified class or, in lieu of reversion, the Appointing Authority may administer corrective or disciplinary action for just cause as set forth in Section 18.1.

18.8 Flexible Work Arrangements

A breach of the terms of a flexible work agreement may result in revocation or modification of the agreement. Additionally, a breach of the terms of a flexible work arrangement may also be the basis for corrective or disciplinary action for just cause as set forth in Section 18.1.

18.9 Performance Evaluations

The Parties agree that performance evaluations may result in corrective action or discipline in accordance with this Article and Rule.

Article 19 Layoff and Recall

19.1 Reduction in Employee Positions

A State Entity may only initiate a layoff for one or more of the following reasons:

1. Lack of funds;
2. Lack of work;
3. Reorganization; or;
4. Displacement by another “eligible Employee” exercising retention rights as defined below.

The State shall make reasonable efforts to find alternatives to minimize or avoid the need for layoff of Employees including, but not limited to, placement into vacant positions for which the laid-off or displaced Employee(s) are qualified, retraining, voluntary reduction in hours, job-sharing, voluntary unpaid leave, voluntary furloughs, and voluntary separation incentives.

In the event that the State Entity determines a layoff is necessary, the State Entity shall provide a written notification of any layoff impacting Employees to COWINS no less than 55 days prior to the anticipated date of layoff. The State Entity shall provide written notification to impacted Employees at least 45 days prior to their being separated. Within 14 days of a written request by COWINS, which may be made within 10 days of the State Entity’s notification to COWINS, the Parties shall meet to discuss the reasons for the layoff and impact it will have on impacted Employees.

19.2 Order of Layoff

When making layoff decisions, the State Entity shall consider performance and seniority plus applicable veterans preference. When two or more Employees have the same performance ranking, seniority will be the deciding factor in determining which Employee will be laid off; an Employee who has less seniority will be displaced before Employees with more seniority. For the purpose of interpreting this Article, seniority shall be defined as described in Article 13 Seniority.

19.3 Retention Rights

The State Entity shall offer retention rights to certified “eligible Employees” who, as of January 1, 2013, were within five years of being eligible for full retirement under C.R.S. §24-51-602(1)(a) due to layoff or reorganization. Retention rights shall be offered in the following order:

1. To a funded vacant position in the same class as the Employee;
2. To an occupied position in the same class as the eligible Employee if the person occupying the position is a probationary employee;

3. To a funded vacant position in a previously certified class of the eligible Employee;
4. To an occupied position in a previously certified class of the eligible Employee if the person occupying the position is a probationary employee;
5. To a position in the same class as the eligible Employee that is occupied by a certified employee;
6. To an occupied position in the same class series as the eligible Employee that is occupied by a certified employee. In such an event, the offer shall be to the highest level position in the same class series that does not result in a promotion.

An eligible Employee for this purpose shall meet the minimum qualifications and any bona fide special qualifications in order to have retention rights to a position.

19.4 Reemployment Rights

If a certified Employee has not exercised their retention rights, if any, and has not been granted post-employment compensation, the Employee is laid-off and placed on the State Entity reemployment list with the right to be recalled to any open position in their job classification for which they meet minimum qualifications. Notification of such recall shall be by US Mail, electronic mail and/or phone to the last known mailing address, email address and phone number the Employee has provided the State Entity in writing. It shall be the responsibility of the Employee to notify the State Entity of any change in their mailing address, email address or phone. The Employee shall have 10 days to respond to the recall notification. If the recalled Employee is unable to accept the open position in their job classification for which they meet minimum qualifications due to location, schedule, or personal conflict they shall remain on the reemployment list without change in their placement. Such an Employee shall remain on the reemployment list with the right to be recalled to any open position in their job classification for which they meet minimum qualifications for 1 year from the date of their layoff unless removed pursuant to Rule.

19.5 Benefit Cash Out Upon Layoff

Any laid-off Employee shall be paid all their accrued and unused paid leave time off benefits available under Rule upon layoff. If applicable, it is understood that the Employee shall not accrue paid time off until after their return to work from layoff.

Post employment compensation, if offered, shall follow the process set forth in Rule.

Article 20 Privatization of Partnership Unit Work (Personal Services Contracts)

20.1 Personal Services Contracts

Personal service contracts are agreements with third parties to provide services to the State on a temporary or long-term basis. A personal services contract does not include temporary employment under Article 21.

20.2 Personal Services Contracts that Implicate the State Personnel System

The State may enter into a personal services contract that implicates the state personnel system only by following the process as outlined in C.R.S. § 24-50-503 to include: (1) completing a business case based on accountability, cost and quality; and (2) ensuring the

personal service contract does not, directly or indirectly, result in separation of any Employee.

The State Entity shall notify COWINS in writing of any personal services contract certification by Human Resources for any new personal service contract that implicates the State Personnel System and which would result in the reduction of any FTE occupied by an Employee. Notification shall be made by email within 5 days of the certification.

20.3 Personal Services Contracts that do not Implicate the State Personnel System

A personal service contract does not implicate the State personnel system when it is used to meet a labor demand that is for:

- A. A temporary need for a specific task or result for a finite period of time. Such a contract shall state an ending date;
- B. An occasional need that is seasonal, irregular, or fluctuating in nature; or;
- C. An urgent need for immediate action to protect the health, welfare, or safety of people or property, or to meet an externally imposed deadline beyond the Employer's control.

Article 21 Temporary Employment

21.1 Temporary Personnel

A temporary employee refers to a qualified person who is hired into a position or positions for a period not to exceed 9 months in any 12 month period. The 9 month limitation shall be inclusive of all temporary appointments with any State Entity. Temporary appointments include appointments to temporary positions, conditional, provisional and substitute appointments with any State Entity.

21.2 Limitations on Temporary Employment

The State shall not use a succession of alternating temporary employment and/or temporary personal service contracts in order to avoid either the timely creation or filling of permanent positions. This shall not apply to temporary seasonal positions.

When services are seasonal or annually recurring, the State should consider creating a permanent position, which may include potential partnering with other State Entities in the same geographic location. The creation of a permanent position will be a topic of discussion in the State Entity Agreement negotiations.

Article 22 Illness or Injury

22.1 Temporary Light Duty Assignment

Employees who have experienced an illness or injury and who are released to return to work on a regular or reduced schedule basis but with temporary restrictions, as supported by medical documentation, may request a temporary light duty assignment. When such a request is made, the request will be reviewed for approval by the State Entity's Human Resources Director or designee.

A temporary light duty assignment is for a specified time and limited purpose and fulfills necessary job duties and responsibilities appropriate for the Employee's skills and level of experience as determined by the State Entity and which the Employee can perform without violating any medical restriction(s) imposed as a result of a temporary illness or injury. The Employee will be compensated at their normal rate of pay for the temporary duty hours worked.

A temporary light duty assignment does not create a right for the Employee to permanently perform the duties or occupy that or any other position on a regular basis. A temporary light duty request or assignment under this Article does not supersede or modify the procedures applicable to Employees eligible for short-term disability (STD), long term disability (LTD), Workers' Compensation, reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA).

In the event that any conflict arises between these laws, applicable benefit plans or provisions of this Article, the laws and applicable benefit plans shall control. Nothing in this Article is meant to alter the State's or Employee's rights or obligations under the Colorado Anti-Discrimination Act (CADA), ADA, the FMLA, the State's STD or LTD Insurance plans or Workers' Compensation regulations.

22.2 Temporary Light Duty Assignment Review Process

When an Employee requests a temporary light duty assignment, the State Entity's Human Resources Director or designee shall meet with the Employee to discuss the request. Prior to, at, or after this meeting, the Human Resources Director or designee may request the Employee acquire reasonable medical documentation of limitations from a qualified healthcare provider describing the specific temporary restrictions and the expected duration of those restrictions. Should the provided information be unclear or incomplete, the Human Resources Director or designee may identify the issue(s) that need clarification, specify what information is needed and allow the Employee reasonable time to acquire the supplemental information and a medical release of information from the Employee's healthcare provider.

The Human Resources Director or designee shall use various factors including, but not limited to, the qualified healthcare provided information, the Employee's regular position description duties and the Employee's background, experience, skills, and qualifications to identify possible temporary light duties, if any, to allow the Employee to perform available and meaningful work consistent with the provided information and the healthcare provider's restrictions.

Nothing in this Article shall be construed to prevent an Employee from invoking the interactive process pursuant to the ADA.

22.3 Duration of Temporary Light Duty

The necessity and adequacy of the Employee's light duty assignment may be reviewed every 30 days. The temporary light duty assignment ends on the earliest of:

1. The date the Employee is released to the Employee's regular work schedule with no restrictions by the Employee's qualified healthcare provider;

2. The date the qualified healthcare provider determines the Employee has permanent restrictions;
3. The date the Employee fails to take a required medical examination or provide updated reasonable medical documentation of limitations from a qualified healthcare provider without good cause;
4. The date the temporary light duty work the Employee is performing is no longer available or meaningful;
5. 5 months temporary light duty assignment.

At the end of the temporary light duty assignment, if an Employee is unable to return to work with or without restrictions, the Employee may be placed on the appropriate leave. An Employee that has exhausted all applicable leave will be subject to all applicable Rules and law, including, but not limited to, reasonable accommodations under the ADA.

22.4 Illness or Injury Benefit Notice

When an Employee reports an on-the-job illness or injury and suffers time loss greater than 5 days, the State Entity shall provide the Employee an explanation of their rights and obligations related to family medical leave, short term and/or long term disability, and Workers' Compensation benefits. A letter to the Employee's last address of record, or any other form of notification that is allowed by Colorado's Workers' Compensation Act, shall constitute proper notice.

22.5 Compliance and Complaints with Existing Laws with the ADA and CADA

The State is committed to the full inclusion of all qualified Employees. As a part of that commitment, the State will assist Employees who have a disability with any reasonable accommodation requests related to employment where the requested accommodation does not impose an undue hardship or pose a direct threat to health and safety.

If an Employee has a disability but is otherwise qualified to perform the essential functions of their position with or without a reasonable accommodation, the Employee may request the State Entity to engage in the ADA interactive process. The Employee will cooperate with the State Entity to provide information for the State Entity to determine whether the Employee is a qualified individual with a disability for purposes of the CADA and ADA.

The State prohibits discrimination against qualified individuals with mental or physical disabilities in job application procedures, selection, discipline, termination, advancement, compensation, job training, and other terms and conditions of employment as required and defined by the ADA and CADA.

Any alleged violations concerning the State's administration or implementation of STD and LTD, and any allegations of disability discrimination or retaliation as it relates to this Article are subject to Article 9.

Any alleged violations of the Colorado Workers' Compensation Act will be addressed through the already existing paths and are not subject to the dispute process in Article 9 of this Agreement.

Article 23 Labor Management Committees

Labor Management Committees (LMC) create opportunities for collaborative, creative, solutions-oriented discussions between the State and COWINS. The goal of any LMC is to improve Employee satisfaction, productivity and efficiency by promoting trust, fairness and open communication between Employees and the State.

A LMC shall address issues of mutual concern related to State employment including, but not limited to, quality services, safety, health, and recruitment and retention of staff. A LMC will not discuss individual grievances, individual medical issues, or individual disciplinary cases.

Members of LMCs are encouraged to develop ground rules and agendas for their meetings, including but not limited to, the level of confidentiality expected. In order to accomplish the stated goals, LMCs shall strive for developing recommendations and solutions in an expedient manner utilizing various techniques such as interest-based problem solving.

23.1 Statewide LMC

To facilitate these goals and communication between the Parties, a joint Statewide Labor Management Committee (Statewide LMC) will be established by the State and COWINS. The Statewide LMC shall take steps to ensure consistency with the Agreement.

The Statewide LMC shall be composed of equal numbers of management chosen by the State and Employees chosen by COWINS not to exceed a total of 20 individuals, unless mutually agreed to otherwise. The Statewide LMC meetings shall be held no less than once each quarter but may be convened more frequently if mutually agreed upon by the Parties. COWINS Stewards attending an LMC meeting shall be on Union Leave as outlined in Article 5.

23.2 State Entity LMC

Additionally, LMCs shall be established at State Entities through the State Entity Agreement negotiations process. Once the State Entity LMC is established, Local LMCs at the divisional and/or facility level may be established by mutual agreement between COWINS and the State Entity. Local LMCs are subject to the ground rules and norms agreed upon by the main State Entity LMC. Local LMCs' scope of work is limited to recommendations specifically applicable to the local level for which they are established. Local LMCs must report their work to their State Entity LMC on a quarterly basis. Local LMCs may request assistance in problem solving from the State Entity LMC, and State Entity LMCs may recommend adjustments on Local LMC recommendations.

COWINS or State Entities may each invite one additional COWINS Representative or management representative to attend meetings as a non-voting observer. This additional representative will perform administrative tasks in support of the LMC on behalf of each party and will abide by the ground rules and norms agreed upon by the LMC, including confidentiality expectations.

Existing State Entity groups that contain solely management and union representatives shall not be eliminated until the parties establish State Entity LMCs as outlined above unless mutually agreed upon by both parties.

Article 24 Education and Training

24.1 Mandatory On-the-Job Training

Mandatory training is training that the State Entity requires an Employee to take. Mandatory training is considered work time.

24.2 Voluntary Training

Voluntary training is training that an Employee would like to take that is not required by the State Entity. Voluntary training is not considered work time when the training occurs outside of the Employee's regular working hours, attendance at the training is in fact voluntary, the training is not directly related to the Employee's job, and the Employee does not perform any productive work during the training. Voluntary training is considered work time when it occurs during work hours, it is pre-approved by the State Entity, the State Entity and Employee mutually agree it is directly related to the Employee's job or future promotional opportunity with the State, and it is designed to enhance performance. Supervisors shall work with Employees on schedule modifications, if necessary, to accommodate approved voluntary training. The Employee must request from their supervisor to participate in voluntary training at least 30 days in advance of the training, unless the State Entity or training provider provides notice of training opportunities with less than 30 days' notice. State Entities shall acknowledge receipt of requests within five (5) days. Approval by the State Entity shall not be unreasonably denied.

State Entities will approve participation in voluntary training equitably among Employees, taking business needs into account.

24.3 Continuing Education Training

Continuing education training is training that an Employee needs to take to maintain a license or certification. With prior approval by the State Entity, Employees who have completed their probationary period shall be granted paid time to attend continuing education programs required for their position. Taking into account the expiration of the license or certification, the Employee must request to participate in continuing education training at least 30 days in advance of the training when possible. Approval by the State Entity shall not be unreasonably denied.

24.4 Training Pay

If mandatory, voluntary, or continuing education training is approved, the Employee shall receive applicable pay and, if applicable, compensatory or overtime pay.

24.5 Tuition and Professional Development Benefits

The State and COWINS agree to jointly seek sufficient funding to expand the tuition reimbursement program to include ongoing professional development opportunities. Tuition and professional development reimbursement is contingent on sufficient and available funding. Reimbursement may be for any of the following:

1. English language proficiency;
2. Trade school courses or certificates;
3. General Education Development (GED) or high school courses;
4. Associate degrees;
5. Bachelor degrees;
6. Advanced college degrees;
7. Language classes;
8. Maintaining a certificate, license, or credential that is needed as a requirement for a position as stated in the position description; or
9. Pursuing a professional development opportunity, certificate, license, or credential that the State Entity agrees will benefit the State and enhance the Employee's performance.

The program funding, if appropriated, shall be in addition to any applicable State Entity tuition assistance, professional development, or reimbursement policy. Tuition and Professional Development Benefits shall not be used to fund those programs traditionally funded by State Entities.

Employees who receive reimbursement under the State program must remain employed with the State for a minimum of one year from the date of reimbursement or refund the full amount of such reimbursement to the State.

Travel related expenses including, but not limited to per diem, incidentals, lodging, ground/air transportation, parking, or mileage are not eligible for reimbursement through this reimbursement program. Any requests for travel reimbursements submitted to an Employee's State Entity are subject to the State's fiscal rules as promulgated by the Office of the State Controller and/or the State Entity's reimbursement policy or procedure.

The Parties agree to seek \$950,000 each fiscal year, through June 30, 2028, towards tuition reimbursement and professional development for state workers. The State agrees that additional funding for the management of the program is separate from this amount.

24.6 State-Provided Continuing Education

The State shall continue to provide training programs made available through the Center for Organizational Effectiveness and other training organizations that can be found at State and State Entity learning management platforms (e.g. SOC Learns), to support State employees in building their professional skills. Such training shall also ensure that State employees have the skills they need to adopt and utilize new technologies such as analytics and collaboration

tools, artificial intelligence-based programs, and other advanced technologies, including training on those technologies' proper use and associated risks. Such training shall include methods to identify ethical issues, bias, or discrimination in the implementation of new technologies.

Article 25 Access to Personnel Records

25.1 Employee Access to Personnel Records

Upon a written request, any Employee may obtain a copy of their personnel records maintained by the State within 30 days of the written request. This copy shall be free of charge and may be provided electronically. For purposes of this Section, the following shall be included: a separate record of all employment actions; most current application information; corrective/disciplinary action information unless rescinded by the State Personnel Board or further appeal or removed by the Appointing Authority; final annual performance evaluations for at least the past 3 years; grievance and other dispute information; letters of recommendation, reference, or commendation as requested; and, any other information desired by the Appointing Authority. An Employee shall be given a copy of any information placed in the personnel file, except for reference checks.

25.2 Public Access to Personnel Records

Employee personal information, including home addresses, personal email addresses, personal telephone numbers, financial information, and other personal demographic information maintained because of the employer-employee relationship shall be exempt from the Colorado Open Records Act.

The State Entity will comply with all lawful requests, including subpoenas and court orders, for an Employee's personnel records.

Article 26 Severability

In the event that any provision of this Agreement is at any time made illegal, invalid, or unenforceable by application of any federal or state law by any court of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intent of the Parties hereto that all other provisions not invalidated shall remain in full force and effect. The invalidated provision shall be subject to renegotiation by the Parties at the request of either Party within a reasonable period of time.

Article 27 Performance Management

27.1. Employee Performance Cycle

The Parties agree that employee performance cycles will follow the State performance cycle to align goals across the organization. Beginning with the 2022-23 employee performance cycle, performance cycles for Employees will run from August 1 through July 31 except performance cycles for Employees of IHEs and the Colorado School for the Deaf and Blind Employees may in the alternative run from September 1 through August 31.

27.2. Performance Evaluation

Performance evaluations shall be used to coach Employees in their individual skill development and career advancement opportunities.

27.3 Performance Tiers

The Parties agree the Director shall establish a five-tier employee performance rating system including criteria for each tier beginning with the 2022-23 performance year, that is universally implemented with the goal of providing better quantitative and qualitative assessments and objective differentiation in performance ratings among employees.

27.4. Performance Ratings

The State agrees there shall be no quotas or limits, written or unwritten, placed on the performance ratings awarded.

Article 28 Insurance Benefits

Employees shall be eligible to participate in the DPA administered medical, dental, vision, life insurance, accidental death & dismemberment, supplemental life insurance and accidental death & dismemberment, short-term disability, long-term disability, health savings account, and flexible spending account benefits and program(s). This Article only applies to these insurance benefits except as otherwise noted.

28.1 Medical, Dental, and Vision Insurance

The State shall maintain medical, dental, and vision insurance for Employees during the duration of this Agreement. In the event the medical, dental and/or vision insurance rates increase in any fiscal year through June 30, 2028, the State agrees to absorb 100 percent of the costs of any rate increase.

28.2 Life Insurance

The State shall offer and maintain life insurance coverage of one times the Employee's annual base salary or \$50,000, whichever is greater, and not to exceed \$250,000, for all Employees through June 30, 2028. The State shall pay 100% of the life insurance premium.

The State shall make any additional life insurance coverage available to Employees at their option and cost. Such additional coverage may be purchased at the Employee's option.

28.3 Short-Term and Long-Term Disability Insurance

The State shall offer and maintain Short Term Disability (STD) coverage for all Employees for the duration of this Agreement. The State shall pay 100% of the premiums for STD Insurance.

The State shall offer and maintain Long-Term Disability (LTD) insurance for Employees for the duration of the Agreement. Such coverage may be purchased at the Employee’s option and cost.

With exception to the State’s obligation to offer and maintain STD and LTD insurance, as set forth above, any claims regarding return to work after disability leave are covered by Articles 8 and 22.

28.4 Benefit Contributions While on Leave

The State Entity and the Employee shall meet to arrange a payment plan for benefit contributions that will be owed for the duration of the Employee’s leave, including benefits administered by IHEs. Unless otherwise agreed upon between the State Entity and Employee in writing, such benefit contributions owed upon the Employee’s return from leave cannot exceed more than 50% of the amount of the Employee’s total benefit contributions per month from their paycheck or as agreed to by the Employee in writing. Any repayment schedule lasting longer than 6 months is subject to approval by the State Controller. Any benefit contributions owed at the time of an Employee’s final paycheck shall be taken in accordance with applicable Rule and law. Any additional amounts owed by the Employee must be paid by the Employee.

28.5 Insurance Partnership Information Sharing

The State shall provide COWINS prior notification if the State intends to solicit insurance benefits outlined in this Article that are offered to Employees. Once the solicitation is public, the State shall provide a copy of the solicitation to COWINS at their request. Once the procurement is complete, the State shall provide all non-confidential or protected responses to COWINS at their request.

Article 29 Paid Time Off

29.1 Annual Leave

Annual Leave Earning Rate and Maximum Accrual (Prorated for Part-time Employees)

Table 1: Annual Leave Earning Rate and Maximum Accrual

Years of Service	Hours Earned Per Month	Maximum Accrual Rate
1-36 months	8	192
37-60 months	9	216
61-120 months	11	264
121-180 months	13	312
181 months or greater	16	384

Upon termination or death, unused annual leave is paid out up to the maximum accrual rate.

Requests and approval of annual leave shall be a subject of State Entity Agreements negotiations.

29.2 Sick Leave

Sick leave is earned and accrued at 6.66 hours (prorated for permanent part-time Employees) per month up to a maximum accrual rate of 360 hours for Employees.

Previously accrued sick leave up to 360 hours is restored when eligible for reinstatement or reemployment. Upon death or if eligible to retire, one quarter (¼) of unused sick leave will be paid out to the maximum accrual rate.

Requests and approval of sick leave shall be a subject of State Entity Agreements negotiations.

29.3 Paid Family Medical Leave (PFML)

Employees who qualify for PFML shall be paid at their regular straight time rate of pay for up to 160 hours (prorated for part-time Employees) per 12 month period and shall not be required to use other paid leave that has been accrued.

29.4 Family and Medical Leave Insurance (FAMLI)

Prior to the implementation of the FAMLI program, COWINS may provide the State with a written request to discuss the proposed cost for Employees. Upon COWINS' request, the Parties shall meet to discuss the proposed cost for Employees and endeavors to resolve issues and concerns prior to the implementation of the FAMLI program as outlined in Article 5.1.

Once FAMLI is implemented it shall supplement, and not supplant, PFML as discussed in article 29.3.

Article 30 Holidays

30.1 Holidays

The State will work with COWINS to seek legislation recognizing Juneteenth as a State holiday. Upon passage of that legislation, the list of observed holidays will include the following observed holidays for Employees:

New Years Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day

Labor Day
Frances Xavier Cabrini Day
Veterans' Day
Thanksgiving Day
Christmas Day

Appointing Authorities may designate alternative holiday schedules for the fiscal year but must ensure that all Employees are granted their full complement of holidays. The terms in this Article apply to any designated alternative holiday schedules.

Employees who are required to work on any of the State observed holidays shall be granted an alternate day off in the same fiscal year or be paid as outlined in Section 30.2. Employees may make a request of their Appointing Authority to observe another day in lieu of any of the above listed holidays in the same fiscal year. Such a request shall be made no less than 2 weeks in advance of the holiday they wish to exchange. Such a request shall not be unreasonably denied.

30.2 Holiday Pay

A. Holiday Pay for Observed Holiday Not Worked

Employees shall receive 8 hours (prorated for permanent part-time Employees) of paid holiday leave at their regular base rate of pay for each State observed holiday not worked unless the Employee is on STD or LTD and is being paid the disability benefit, in which case, the Employee will be paid the holiday through the disability benefit.

B. Holiday Pay for Observed Holiday Worked

Unless the Employee requests an alternate holiday to observe as outlined in Section 30.1 of this Article, if a non-exempt Employee is scheduled and required to work on a State observed holiday, that Employee shall be paid premium pay equal to 1.5x their regular base rate of pay for all hours worked on that State observed holiday or corresponding compensatory time.

30.3 Scheduling Work on Holidays

The scheduling of work on a State observed holiday shall be a subject of State Entity Agreement negotiations.

Article 31 Wages

In an effort to make the State of Colorado an employer of choice, the State and COWINS are committed to making state employment compensation prevailing with market compensation as well as addressing any racial and gender pay disparities in state employment and to comply with Colorado's Equal Pay for Equal Work Act.

The State and COWINS shall work with the Governor and State Legislature to appropriate the funding needed to close these pay gaps and disparities to ensure a living wage for all state employees in the manner outlined in this Agreement.

31.1 Cost of Living Adjustment formerly called Across the Board Increases

On July 1, 2025 all Employees shall receive a Cost of Living Adjustment (COLA) of 2.5%

On July 1, 2026 all Employees shall receive a Cost of Living Adjustment (COLA) of 3.1%

The Cost of Living Adjustment (COLA) for FY 2027-28 shall be set by the economic costing of the MOU in Article 31.2.

All Cost of Living Adjustments (COLAs) will be computed in the same order as “Across-the-Board increases authorized by the General Assembly” for the purpose of calculating salary increases for State employees pursuant to Rule 3-8 that shall be updated to reflect new terminology.

31.2 Steps 2.0 Workgroup

In order to design a step pay program which best meets the interests of Employees, the State, and Coloradans who rely on the State to deliver high quality and cost-effective services, the Parties agree to convene a steps 2.0 workgroup in order to redesign the current step system into a system that recognizes the Parties’ key priorities (such as total state service, employee retention and recognition, predictability, and relevant experience). The findings of this workgroup will be implemented starting July 1, 2027.

The workgroup shall consist of:

- Four (4) voting representatives appointed by the Governor
- Four (4) voting representatives appointed by COWINS

The Parties may mutually agree to consult and/or seek input from additional non-voting representatives who may assist in the collective progress of the workgroup.

The Parties shall seek to make all decisions by consensus; if consensus cannot be reached, the Parties shall make a decision by majority vote. Where a decision cannot be reached, the Executive Director of COWINS and the State Personnel Director or their designee(s) shall work together to determine a mutually agreeable solution.

The Parties shall mutually agree on a mediator to be available to support this workgroup.

The workgroup will proceed in the following phases:

1. Prioritize goals of the step pay plan: Identify and prioritize the most important objectives which the step plan should be designed to advance, namely building a workforce that retains institutional expertise so that new recruitment can decrease vacancy rates and improve the quality of the State workforce. Priorities will include things such as total state service, employee retention and recognition, predictability, and relevant experience. This work should also consider additional mechanisms for

achieving shared values and interests, to ensure that the step pay plan remains sufficiently simple and administrable. Comparative analysis of other step pay plans in other states and with other public sector employers should inform the options available for redesigning the step pay plan to achieve given objectives in Colorado. The State may contract with a third-party vendor to support this comparative analysis.

- a. Deliverable: one-pager outlining the most important vision and values of the step pay plan as agreed to by the workgroup.
 - b. Timing: Starting within 30 days of signing of this Agreement and concluding by March 31, 2025.
 - c. If the State chooses to contract with a third-party vendor to assist with analysis of other step pay plans and with providing data for benchmarking, the State shall discuss priorities with COWINS before making that selection.
 - d. The State will make all data available to COWINS as it is received from the third-party vendor, subject to State law.
2. Identify potential designs of a step pay plan to achieve mutual goals with considerations on feasibility, administrability, and initial costing. At the end of this phase, the workgroup shall decide on the design of the step pay plan.
- a. Deliverable: recommendations on potential design options for the step pay plan and the pros and cons of each.
 - b. Timing: April 2025 through January 2026.
3. Full implementation planning and costing: The workgroup shall project the detailed financial and operational needs of this design of the step pay plan and cost of living adjustments. Any chosen design shall cost no more than \$61 million General Fund, inclusive of all costs (fully loaded). Any remaining funds in that \$61 million General Fund amount shall go to cost of living increases for all State employees.
- a. Deliverable: full financial and operational model.
 - b. Timing: January 2026 - March 31, 2026.

The step pay plan developed agreed upon by the workgroup shall be memorialized in a Memorandum of Understanding (MOU) which shall be appended to the Partnership Agreement and include the critical elements needed for implementation and costing of this new step pay plan.

This MOU will form the basis for the budget request which the State will submit to the Legislature and the Parties will mutually support for fiscal year 2027-2028. This workgroup will disband upon the signing of the MOU or on June 30, 2026, whichever is earlier.

31.3 Minimum Wages for State Employees

On July 1, 2025, the State shall institute a minimum pay of \$16.55 per hour. Any pay grade that has a minimum of less than \$16.55 an hour shall be amended in the Pay Plan and Total Compensation Report to reflect a minimum pay of \$16.55 an hour. The minimum pay shall increase in subsequent fiscal years ending June 30, 2027 and June 30, 2028 two (2.0) percent annually. Any pay grade that has a minimum of less than \$16.55 plus the two (2.0) percent annual increase shall be amended in the Pay Plan and the Total Compensation Report for fiscal years ending June 30, 2027 and June 30, 2028.

31.4 Step Placement

As established in the 2021-2024 Partnership Agreement, step increases shall be as follows:

- 3 Years 5%
- 5 Years 5%
- 8 Years 5%
- 10 Years Midpoint of the pay grade range
- 12 Years 2%
- 15 Years 2%
- 20 Years 2%
- 25 Years 2%

Step increases shall be applied in accordance with Rule 3-8.

For FY 2025-2026, the Pay Plan with steps that was effective on July 1, 2024 shall increase by two (2.0) percent effective on July 1, 2025.

For FY 2026-2027, the Pay Plan with steps that was effective on July 1, 2025 shall increase by two (2.0) percent effective on July 1, 2026.

For FY 2027-2028, the Pay Plan with steps that was effective on July 1, 2026 shall increase by two (2.0) percent effective on July 1, 2027.

No Employee shall experience a decrease in pay if they are earning more than their next step salary.

Employee Step Placement

On July 1, 2025, Employees shall be placed on the wage step for their pay grade that reflects their total years in job series as of June 30, 2025.

On July 1, 2026, Employees shall be placed on the wage step for their pay grade that reflects their total years in job series as of June 30, 2026.

On July 1, 2027, and each July 1 thereafter, Employees shall be placed on the wage step that reflects the MOU established by the steps 2.0 workgroup which includes total state service.

Employees must complete the full number of years in the step before earning the next step. For example, an Employee who was hired on March 15, 2023 would receive a step increase on July 1, 2026, as they would have three (3) full years of service by June 30, 2026.

Article 32 Pay Differentials and Stipends

32.1 Shift Differential Pay

Shift Differentials will be paid to Employees in eligible classes as published in the State's annual pay plan. State Entities may also designate and document eligibility for individual positions in classes not published.

- A. Shift Differential is additional pay beyond base pay for Employees working shifts. If an eligible Employee is required to report to work before the start or after the end of a scheduled shift with no release from work between regular shift and call back hours, it is a continuation of a shift.
- B. Shift Differentials do not apply to any periods of paid leave.
- C. If hours are evenly split between shifts, the higher shift differential rate applies to all hours worked during the shift.
- D. Weekend shift differential of 20% shall be paid for all hours worked when more than half of the scheduled shift hours fall on a weekend shift that starts at 4:00 p.m. Friday evening through 6:00 a.m. Monday.
- E. Second shift differential of 7.5% shall be paid for all hours worked when half or more of the scheduled work hours fall between 4:00 p.m. and 11:00 p.m. Monday through Thursday.
- F. Third shift differential of 14% shall be paid for all hours worked when half or more of the scheduled work hours fall between 11:00 p.m. and 6:00 a.m. Monday through Thursday.

32.2 Other Pay Differentials

The following pay differentials in section 32.2 are temporary and non-base building. The sum of the temporary award and current base pay of an Employee shall not exceed a statutory lid in any given month.

- A. A language differential shall be paid to all Employees who are required to interpret or translate as part of their job responsibilities as outlined in their position description. Language differentials are a set amount based upon the average percentage of the time an Employee performs these skills as follows:
 - \$50 per month for Tier 1 (<25% of work time)
 - \$100 per month for Tier 2 (25-50% of work time)
 - \$150 per month for Tier 3 (>50% of work time)
- B. A lead or charge differential may be paid for all hours in a lead or charge role. The amount of lead or charge differential pay shall be a subject of State Entity Agreement negotiations.

State Entities are encouraged to pay a Temporary Pay Differential for the reasons listed below. Employees may reach out to their State Entity Human Resources to discuss and apply

to the Appointing Authority for the opportunity to receive a temporary pay differential for the following reasons:

1. Acting assignment where the Employee assumes the majority of duties (not “in absence of”) of a position that is vacant or the incumbent is on extended leave for a period longer than 30 days but less than 9 months;
2. Long-term project assignment that is not an expected or customary part of the regular assignment and is critical to the mission and operations of the State Entity as defined by the purpose of the project, its time frame, and the critical nature and expected results;
3. Retain a unique, specialized set of skills or knowledge that is critical to the mission and productivity of the State Entity. The loss would result in documented severe adverse effect on the State Entity’s mission and productivity; or
4. During the declaration of a state of emergency by the Governor, as defined in the Colorado Disaster Emergency Act, when it is necessary to assign Employees work to maintain continuity of operations and appropriate staffing levels critical to the mission and operations of the State Entity.

32.3 Critical Staffing Incentive

The State and COWINS agree that ensuring Employees are adequately supported through properly staffed program services will enable Employees to successfully complete their job duties and remain with the State. In the past two years, the State and COWINS agreed to the importance and effectiveness of staffing incentives to address significant vacancies in the State’s 24/7 facilities. In order to ensure progress continues to improve staffing in these 24/7 facilities, the State and COWINS agree that the 24/7 critical staffing incentives should continue for one additional year.

The Parties agree to seek funding of \$12 million in general funds for fiscal year 2025-2026 and agree that the job classifications listed below working in 24/7 facilities shall receive an equally distributed non-base building incentive.

- Correctional Officers (DOC)
- Nurses (DOC and CDHS)
- State Teachers (DOC and CDHS)
- Social Workers (DOC)
- Legal Assistants (DOC)
- Client Care Aides (CDHS)
- Health Professionals (DOC)
- Health Care Tech (DOC and CDHS)
- Clinical Youth Safety and Security Officers (CDHS)
- State Patrol Dispatch (CDPS)
- State Firefighters (CDPS)

32.4 Hazard Pay

Hazardous duty is a non-base building premium that may be granted to positions working in occupations where exposure to physical hazards is not a customary part or expectation of the occupation and its preparation for entry. Such positions work for a majority of their time in settings that involve clear, direct, and unavoidable exposure to risk of major injury or loss of life even after making allowances for safety. If granted, a hazard non-base building premium of 10% or \$2 per hour, whichever is greater, shall be paid to Employees for all hours worked in eligible positions, to be published in the State's annual pay plan, where exposure to physical hazards in settings that involve clear, direct, and unavoidable exposure to risk of major injury or loss of life even after making allowances for safety exist for a majority of their time. Hazard pay, in combination with an Employee's current base pay and other premium pay, cannot exceed a statutory lid in any given month.

32.5 Guaranteed Minimum Pay

Any Employee who reports to work for their scheduled shift and is told to cease work through no fault of their own is guaranteed a minimum of four (4) hours pay or four (4) hours of work.

32.6 Pay Cycle

With the exception of Employees on a schedule subject to Section 7(k) of the FLSA, all current Agency Employees paid on a monthly pay cycle shall have the choice to be paid on a biweekly pay cycle starting in July 2023. Requests for pay cycle changes must be made in sufficient time for the agency to make the change in the upcoming payroll cycle. Employees who are newly entering State employment and current Employees who accept a new position within the State may be put on a biweekly pay cycle, with the exception of Employees on a schedule subject to Section 7(k) of the FLSA.

32.7 Parking, Commuter, and Transit

The State shall explore a pre-tax commuter flexible spending program for all Employees. Discounted parking and transit benefit amounts shall be a subject of State Entity Agreement negotiations.

32.8 Uniforms

Uniforms shall be a subject of State Entity Agreement negotiations.

32.9 Housing Premium

A housing premium may be granted by a State Entity to Employees required to live and work in a high housing cost area with demonstrated recruitment and retention problems. The criteria and amount of a housing premium shall be a subject of State Entity Agreement negotiations.

COWINS and the State shall establish a housing workgroup beginning no later than March 31, 2025 to explore opportunities to address housing availability and affordability issues for State

Employees. Potential solutions for consideration may include State-sponsored housing vouchers, State Employee assistance programs, and similar programs to help Employees in high cost housing areas access these services. The Parties agree to mutually seek funding of \$1.7 million in fiscal years 2026-2027 and 2027-2028 to implement pilot programs based on the workgroup's recommendations.

32.10 Flexplace

Employees working at a flexplace shall be provided the tools and resources in order to perform their job successfully as determined by the State Entity. The State Entity shall reimburse reasonable, previously approved expenses related to the FWA. Additional requests for reimbursement may be directed to the State Entity. An Employee deemed eligible to work at a flexplace is responsible for obtaining the necessary capability to participate in remote meetings, view files, and complete other business-related tasks. Employees are not expected to and should not purchase any item to perform work unless expressly approved in writing.

Article 33 Implementation

33.1 Appropriations

Pursuant to C.R.S. § 24-50-1111 (6) after the State and COWINS reach a Partnership Agreement that is ratified, the initial or supplemental budget request from the Governor to the General Assembly shall include sufficient appropriation to implement the terms of the Agreement requiring expenditure of money. The provisions of this Agreement that require the expenditure of money shall be contingent upon the availability of money and the specific appropriation of money by the General Assembly. If the General Assembly rejects any part of the request, or while accepting the requests takes any action which would result in a modification of the terms of the cost item submitted to it, either party may reopen negotiations concerning economic issues.

33.2 Available Funds

The Governor's November 1 budget and subsequent change requests shall include the agreed upon requests pursuant to this Agreement. If there are not sufficient available funds at forecasts on and after the annual December OSPB forecast, or if the economic forecast shows improvement, then COWINS or the Governor's Office may request to meet and confer with the other party about modifications to economic provisions of this Agreement submitted in the November 1 budget to meet available revenues. The Governor's Office may submit necessary modifications to meet available revenues as required by law.

33.3 Rules

The Parties will work together on any Rule changes necessitated as a result of this Agreement. In the event of conflicts between the provisions of this Agreement and state laws or Rules in effect as of the date of this Agreement, state laws and Rules control. Nothing in this section shall prevent the implementation of the Agreement upon ratification as permitted under the Act.

33.4 Support of Partnership Agreement

The State and COWINS agree to support the provisions in this Agreement, in its entirety for the duration of this Agreement, in front of members of the General Assembly and in any other public setting or venue. For the duration of this Agreement, both Parties agree not to lobby any public body for any alternative proposals from what is included in this Agreement.

33.5 Notices

Any and all notices or other communications or deliveries required or permitted to be provided under this Agreement shall be delivered as set forth in the Agreement, as set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to State or Director, then to:

dpa_laborrelations@state.co.us

If to COWINS, then to:

Executive Director or designee
Colorado Workers for Innovative and New Solutions (COWINS)
hilary.glasgow@cowins.org and info@cowins.org

If to State Entity or IHE, then to:

Human Resources Director, or designee, for the State Entity or IHE
With a copy to: dpa_laborrelations@state.co.us

Article 34 State Entity Agreements

34.1 Re-imagining Collective Bargaining Workgroup

dpa_laborrelations@state.co.us

The Parties agree that they will not negotiate any State Entity Agreement for at least 12 months following the date of the signing of this Agreement.

Exigent Workplace Issue

During this 12-month period, if modifications may be needed to existing State Entity Agreements, the Parties shall agree to meet and discuss. If mutual agreement is reached on those modifications, the modifications shall be memorialized in writing, which could be a Memorandum of Understanding.

Within 30 calendar days of the signing of this Agreement, or based on FMCS availability, the Parties will commence a “re-imagining collective bargaining” workgroup, to be facilitated by FMCS. Each Party will be allowed no more than six (6) participants, with one of these participants identified as a lead member for each Party. For each Party, three (3) participants will represent State agencies, and three (3) participants will represent Institutions of Higher Education. The Parties will endeavor to select members that understand the spirit of

partnership and problem solving needed to engage in the work to be conducted by the workgroup.

This workgroup will meet twice monthly for a minimum of three (3) hours per meeting for six (6) months on the topic of State Entity Agreement negotiations. They will then meet twice monthly for a minimum of three (3) hours per meeting for six (6) months on the topic of occupational group collective bargaining.

These workgroup meetings are not negotiations and should not be approached as such. The workgroup will be trained in interest-based problem solving by Cornell University or FMCS.

A. State Entity Agreement Re-Imagining

For the first six (6) months, the workgroup will focus on re-imagining State Entity Agreement negotiations. The workgroup should focus on the interests identified in 2024 Partnership Agreement negotiations:

State Entity Agreement Negotiation Interests:

- Reducing workload and time spent negotiating State Entity Agreements
- Increasing effectiveness and efficiency
- Clearly defining and outlining topics that are unique to specific State Entities that can be negotiated in State Entity Agreements

Tasks:

- Using previously negotiated State Entity Agreements as examples, the workgroup will discuss what specific topics should be the subject of State Entity Agreements.
Examples:
 - State Entity LMCs
 - Incentives
 - Housing programs
 - Parking
 - Differential pay (Lead or Charge, for example)
 - Uniforms
- Once this list of specific topics is identified, the workgroup will draft proposed templates of language that future bargaining teams may consider for discussion points while actively engaged in collective bargaining.
- Discuss and propose schedule for State Entity Agreement negotiations, including the complexity of negotiating with IHEs.
- Discuss and propose how many State Entity Agreements could be meaningfully negotiated in one fiscal year.
- Create proposed Partnership Agreement language that future bargaining teams may consider.

B. Partnership Agreement Negotiations Re-Imagining

For the second six (6) months after the State Entity work above is completed, the workgroup will focus on re-imagining Partnership Agreement negotiations in relation to occupational groups. The workgroup should focus on the interests identified in 2024 Partnership Agreement negotiations:

Occupational Group Partnership Agreement Negotiation Interests:

- Examine the feasibility of other methods of negotiating certain topics in the Partnership Agreement, including grouping by Occupational Group, or some combination of these ideas:
 - Fixed Location (non-24 hour) workers. Workers who work over 90% of their time in one fixed location.
 - Fixed Location field workers. Workers who split their time between the field and their regular fixed location
 - Outdoor and Maintenance Workers. Workers who service the State through maintenance of buildings, roads, lands, waters, etc.
 - 24/7 Workers. Workers who operate within facilities that operate 24 hours a day, 7 days a week.
- Examine other methods of collective bargaining such as expedited or critical issues bargaining that could be used for this specific purpose (See: <https://www.fmcs.gov/resources/faqs/#abp-faqs>)
- Discuss and propose consistent Partnership Agreement language related to the grouping identified by the workgroup that would be feasible Statewide, taking into consideration that not all job classes within an occupational group are similar.

Tasks:

Once the grouping of employees has been identified, the workgroup will brainstorm language ideas for Articles that can be presented to the larger collective bargaining team, once preparation for Partnership Agreement negotiations begins. Upon mutual agreement, the Parties will adopt the recommendations and the recommendations will be appended to this Agreement as Appendix C.

34.2 Duration of State Entity Agreements and Requests to Renegotiate

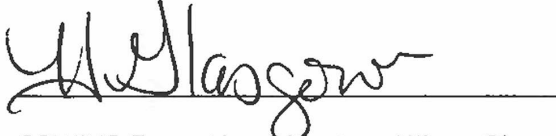
State Entity Agreements will be in effect for a period of three (3) years from the effective date following ratification and signatures from both parties. A State Entity Agreement will automatically renew from year-to-year upon conclusion of the three (3) year period, provided, however, that either party may give the other party written notice of its desire to effect changes therein no later than six (6) months prior to the anniversary of the effective date. A State Entity Agreement shall continue in full force and effect until replaced by a successor State Entity Agreement. The parties will meet no less than two (2) months prior to the intended renegotiation start date to discuss logistics unless otherwise agreed upon by both parties.

34.3 Incorporation into the Partnership Agreement

State Entity Agreements will be incorporated into the Partnership Agreement as Addendums. State Entity Agreements entered into before this Partnership Agreement, and in effect as of the effective date of this Partnership Agreement, will be incorporated as Addendums and are subject to this Partnership Agreement. In the event of a conflict between a provision of a State Entity Agreement and the Partnership Agreement, the Partnership Agreement controls.

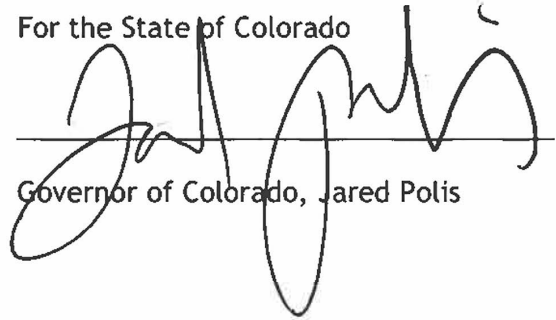
In witness thereof, the parties hereto, by their duly authorized representatives, have executed this 2024-2027 Partnership Agreement between COWINS and the State of Colorado as of this 23 day of September 2024.

For COWINS

A handwritten signature in black ink, appearing to read "Hilary Glasgow", written over a horizontal line.

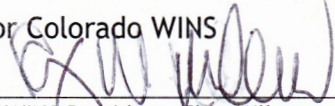
COWINS Executive Director, Hilary Glasgow

For the State of Colorado

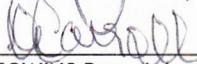
A handwritten signature in black ink, appearing to read "Jared Polis", written over a horizontal line.

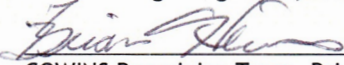
Governor of Colorado, Jared Polis

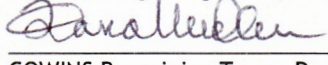
In witness thereof, the parties hereto, by the authorized representatives, have executed this 2024-2027 Partnership Agreement between Colorado WINS and the State of Colorado.

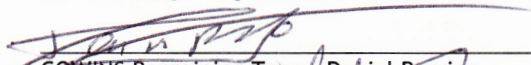
For Colorado WINS


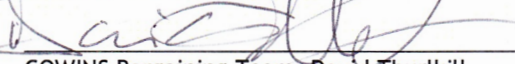
COWINS President, Skip Miller



COWINS Bargaining Team, Antoinette Carroll

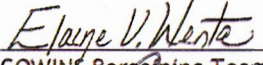

COWINS Bargaining Team, Brian Hines

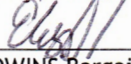

COWINS Bargaining Team, Dana Mueller

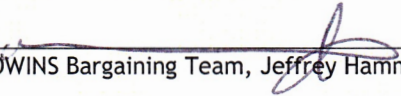

COWINS Bargaining Team, Daniel Berrios

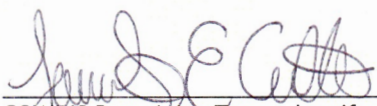

COWINS Bargaining Team, David Thurkill


COWINS Bargaining Team, Eduardo Gabrieloff



COWINS Bargaining Team, Elaine Wenta

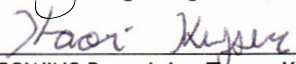

COWINS Bargaining Team, Elijah Daniels



COWINS Bargaining Team, Jeffrey Hammond

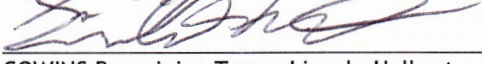


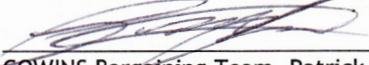
COWINS Bargaining Team, Jennifer Cutts

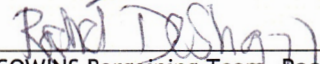

COWINS Bargaining Team, Jennifer Qualteri

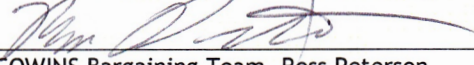

COWINS Bargaining Team, Kaori Keyser

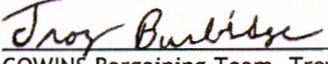

COWINS Bargaining Team, LaDonna Rogers

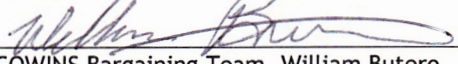

COWINS Bargaining Team, Lincoln Hulbert


COWINS Bargaining Team, Patrick Mahaffey


COWINS Bargaining Team, Rachel DeShay


COWINS Bargaining Team, Ross Peterson


COWINS Bargaining Team, Troy Burbidge


COWINS Bargaining Team, William Butero

Appendix A & B

PARTNERSHIP AGREEMENT WAIVER OF RIGHT TO SEEK RELIEF FROM THE STATE PERSONNEL BOARD OR STATE PERSONNEL DIRECTOR APPEAL AND/OR GRIEVANCE PROCESSES. FOR MORE INFORMATION, VISIT: <https://dhr.colorado.gov/about/labor-relations/dispute-forms>