

# Adams County Human Services Department and AFSCME

## Collective Bargaining Agreement MONTH 2021 – MONTH 2024



Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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## ARTICLE 1 RECOGNITION

### Section 1.1 Scope of Agreement

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time employees of Adams County Human Services Department but excluding all managers and supervisors.

### Section 1.2 Employee defined

The term “Employee” as used herein shall include all employees within job titles with Adams County Human Services Department as defined in Section 1.1. above.

### Section 1.3 Extra-contract Agreements

In recognizing the Union’s sole and exclusive bargaining representative status the Employer agrees not to enter into any agreement(s) or contract(s) with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

## ARTICLE 2 UNION RIGHTS

### Section 2.1 Union Access

Non-employee Union Representative(s) shall be granted reasonable access to the County’s non-working areas during non-working time for the purposes of enforcing and administering this Agreement. Any access limitations shall be consistent with Resolution 2017-506. A representative seeking such access shall notify the Director of Human Services or their designee in writing at least 24 hours prior to the intended visit, indicating the general purpose of the visit. Access will not be unreasonably denied.

### Section 2.2 Local Union Stewards

The Employer recognizes the right of the Local Union to select Local Union stewards to serve as employee representatives. Union stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the individuals serving as authorized Union stewards. The Local Union will notify the Employer in writing when individuals leave the position of Local Union steward. Union stewards shall suffer no loss in pay for attendance at investigatory and grievance meetings.

### Section 2.3 Bulletin Boards

On the effective date of this Agreement, the Employer shall provide, for the Local Union’s exclusive use, keys to a lockable glass encased bulletin board in the main employee entrance at the Human Services Center to post official Union communications. The Local Union shall provide the Employer a

copy of such communication to be posted prior to or at the time of posting. The following notices will be permitted:

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

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

#### Section 2.4 New Employee Orientation

The Local Union shall provide the County with a brief video that will be made available to new employees directly following the Human Services Department orientation. The county will send the names and work email addresses of new Human Service Department employees to the designated union representative within five (5) workdays following the department's orientation.

#### Section 2.5 Union Release

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

#### Section 2.6 Union Web Page

A link to the Union's web page will be listed on the Human Services Intranet Site.

#### Section 2.7 Dues Deduction

The Employer agrees to deduct from the wages of bargaining unit employees, in accordance with the terms of an employee signed dues authorization card for monthly dues in amounts designated by the Union. Said deductions shall be made and remitted to the Union (AFSCME Council 18, 1202 Pennsylvania NE, Albuquerque, NM 87110) with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Upon transmittal of said funds, the Employer shall not incur any financial obligation and responsibility with respect to such deductions. The Union agrees to indemnify, defend and hold the Employer harmless from all claims, demands, suits and other forms of liability, including Employer's reasonable attorneys' fees that may be made against or incurred by it from or by reason of any action or inaction by Employer in carrying out the provisions in compliance with this section.

## Section 2.8 Dues Changes

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

# ARTICLE 3 ANTI-RETALIATION AND ANTI-VIOLENCE

## Section 3.1 Anti-Retaliation Policy and Procedures

Neither the Union nor the Employer will engage in any retaliation against an employee for filing a complaint regarding illegal harassment or discrimination, for reporting a violation (or potential violation) of Employer policy in good faith, or for assisting in an investigation.

## Section 3.2 Anti-Violence Policy and Procedures

- A. The Employer and the Union agree that they shall strive to ensure that employees covered by this Agreement are free to perform work duties in an environment free from physical, verbal, and/or psychological violence and free from threats of violence.
- B. The Employer and the Union shall promote and strive to provide a work environment that is free of threats of violence or violent acts. This includes, but is not limited to, attempting to prohibit and address any instances of threatening or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of unauthorized weapons or guns, or carrying weapons or guns that are not required for a work-related activity by employees at County facilities. Employees shall not carry concealed weapons while working unless they are required for work and authorized by the County Manager.
- C. On the effective date of this Agreement, the Employer will work with the Union to establish and implement safety procedures and guidelines that address best practices for all Human Services work assignments.
- D. If management has good faith belief that an employee may be in violation of this policy, the Employer reserves the right to inspect and search any County vehicles, lockers, desks, filing cabinets, files, computers and disks, or any other County property at any time without notice. Any illegal and unauthorized items discovered may be taken into custody, used as evidence in a personnel investigation, and will be turned over to law enforcement representatives. Any employee who refuses to submit to a search may be subject to disciplinary action, up to and including, termination.
- E. Reporting and Investigation
  - 1. Any employee who feels that he/she has been subjected to any threatening or violent behaviors must immediately report the incident to a manager or supervisor and to Risk Management. The Employer will investigate any threatening or violent behaviors and notify the reporting employee when the matter is resolved. Employee participation in investigations is mandatory;



an employee's refusal to participate in investigations will be just cause for disciplinary action, up to and including, termination.

2. An employee, who has knowledge of or observes threatening or violent behavior, must immediately report the incident to Risk Management. If an employee's safety or health is in serious jeopardy or if an employee observes another co-worker's safety is in immediate jeopardy, the employee must contact the proper law enforcement authorities without delay, and then contact Risk Management as soon as possible.
3. Employees, who are found to have engaged in threatening, hostile, or violent behavior in violation of this policy, shall be subject to disciplinary action up to and including termination. Other actions, including notification of appropriate law enforcement agencies, may be taken in response to a violation of this policy.

## ARTICLE 4 MANAGEMENT RIGHTS

### Section 4.1 Rights

Unless specifically abridged by the express provisions of this agreement, the County retains and shall exercise the exclusive right to manage its facilities; to direct, control, and schedule its operations and the workforce and to make any and all decisions affecting County services whether or not specifically mentioned herein.

### Section 4.2 Changes

Notwithstanding Section 4.1 above, the Employer agrees that it will provide the Union Staff Representative at least thirty (30) days' advance notice before implementing a decision adopting or changing any rule, regulation, policy or procedure. The Union may request effects bargaining over the new policy, rule, regulation, or procedure.

## ARTICLE 5 DISCIPLINE AND TERMINATION FOR JUST CAUSE

### Section 5.1 Policy

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

### Section 5.2 Discipline and Termination Notices

- A. The County reserves its right to determine the nature and form of discipline and termination in view of all the relevant circumstances. The County will strive to act promptly in issuing the appropriate level of discipline but may need time for fact finding through an investigation. The

County will provide a clear accounting of the basis for the discipline. Employees will be permitted to provide comments in response to the discipline included in such notice. If any employee signs a notice, it will not be regarded as an admission of guilt, but merely an acknowledgement of receipt of the notice. The Union reserves the right to file a grievance over any alleged violation of this Article.

- B. Employees shall be subject to discipline, or termination by the County for various reasons including, but not limited to, (and for illustrative purposes only):
1. Violation of Adams County reasonable policy and/or procedure, or conviction of a crime, or violation of the Adams County Code of Ethics
  2. Neglect of duty or failure to perform assigned job duties or unsatisfactory performance of job duties which an employee has been trained for
  3. Insubordination, which is defined as the refusal to comply with a lawful instruction.
  4. Dishonesty-which may include lying or the willful falsification of personnel records, timecards, financial documents, or other County records or documents; carelessness or negligence with monies or property of the County; theft or intentional destruction of County property; removal of county property, including documents, without permission;
  5. Failure to obey additional reasonable internal rules as may be established by the department director; or
  6. Any act or threat of violence
- C. It is expressly understood and agreed that discipline or termination for just cause is by no means limited to the reasons set out in the list above. The Grievance and Arbitration provisions of this Agreement shall be the sole method of resolution of any grievance regarding any discipline or termination under this Article.

### Section 5.3 Union Representation

An employee may, at the employee's option, request the presence of and choose an authorized Union representative (e.g., Local Union Officer or Steward) during any investigatory interview with management which the employee reasonably believes may lead to the discipline or termination of the employee (Weingarten rights), providing the Union representative's attendance does not cause any unreasonable delay.

At the time of issuance, a copy of all written disciplinary/termination notices shall be delivered to the employee and their union representative. If the employee elects not to have Union representation, the Employer shall ask the employee to sign a waiver of Union representation, a copy of which will be provided to the Union.

## ARTICLE 6 GRIEVANCE AND GRIEVANCE ARBITRATION PROCEDURES

### Section 6.1 Purpose

The provisions of this Article shall be the exclusive method followed in the timely adjustment or settlement of all grievances regarding the interpretation or application of this Agreement.

### Section 6.2 Grievance Defined

A grievance is defined as any dispute or difference between the Employer and the Union or any employee or group of employees with respect to the interpretation, application and/or alleged breach of any provision of this agreement.

For the purposes of clarifying the parties' roles within this grievance procedure, the party initiating the grievance will be known as the Charging Party and the party responding to the grievance will be known as the Respondent, except for those grievances regarding discipline and termination where the Employer is always the Charging Party, and the Union is the Respondent.

### Section 6.3 Time Limitations

Any grievance not submitted to the opposing party in writing within fifteen (15) calendar days after the incident grieved occurs, or fifteen (15) calendar days from when the grievant reasonably should have known of such grievance, such grievance shall be deemed abandoned and waived.

Failure of the employee or Union to comply with the time limits under this Article renders the grievance void and terminated. The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at the particular step.

### Section 6.4 Grievance and Grievance Arbitration Procedure

Any grievance concerning an individual employee or group of employees shall be settled, if possible, through discussion between the employees and their direct supervisor. The employee and direct supervisor are responsible for attempting to resolve informally before deciding to proceed to Step 1 of the grievance procedure.

Step 1: Should an employee grievance arise that is not successfully resolved informally, the aggrieved employee, the Union Steward, and the employee's Division Manager (or designee) shall meet within seven (7) county business days to attempt resolve the grievance.

Any grievance arising solely between the Union and the Employer and vice versa shall be initiated at Step 2, subject to the time limitations set forth in Section 6.3.

Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing and submitted to the Labor Relations Administrator and People and Culture department within ten (10) calendar days of the Step 1 meeting. Within five (5) working days of that submission, the Union's Local Staff Representative and a representative from the Labor Relations Administrator /People and Culture Services department will schedule a meeting to attempt to resolve the grievance.

The written grievance shall contain the following:

- (a) Statement of the specific provisions of the Agreement alleged to be violated;
- (b) Date(s) on which the alleged violation occurred;
- (c) Brief description of violation that occurred;
- (d) Specific remedy sought;
- (e) List of the Employee(s) affected;
- (f) Signature of the representative.

Within eight (8) county business days of the step two meeting, the responding party will provide a written response to the grievance to the other party's representative present at the Step 2 meeting.

Step 3: If no satisfactory settlement is reached at the Step 2 meeting, then the duly authorized representative of the grieving party may, at their option, submit such grievance to arbitration by requesting a panel of impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) for resolution, whose decision shall be final and binding. Such request for a panel of arbitrators must be made within twenty (20) calendar days of the date of the Step 2 meeting, or it shall be deemed abandoned and waived. A copy of such request for a panel of arbitrators shall be provided concurrently to the County's/Union's designated representative.

Within ten (10) working days after receipt of the panel arbitrators, from the Federal Mediation and Conciliation Service ("FMCS") the Union Staff Representative and the designated representative of the Labor Relations Administrator/People and Culture Services Department shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains who shall be the arbitrator. The parties will by coin toss determine who shall be entitled to the first list deletion. The loser of the coin toss will be required to make the first deletion.

- (a) The arbitrator selected in accordance with the above procedure shall decide the dispute and his decision shall be final and binding on the County, the Union, and the employee(s). The arbitrator shall only have authority to decide if the terms of this Agreement were violated and he shall have no authority to add to, subtract from, supplement or modify this Agreement in any way or to rule on any matter while this Agreement is not in full force and effect between the parties. The arbitrator shall have no power to establish wage rates on new or changed jobs or any existing job or to change any wage rate.
- (b) The arbitrator shall not be empowered and shall have no jurisdiction to base his award on any alleged custom, practice, or understanding which predates December 31, 2020.
- (c) The arbitrator shall not be empowered to hear more than one (1) grievance at any time unless it involves identical facts or unless the parties have otherwise agreed.
- (d) The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other, and the arguments presented in the written briefs of the parties.
- (e) Either party may call as a witness any person, whether represented by the Union or not so represented. No aggrieved employee, employee representative, or witness called by, or on

behalf of, any party will be paid by the County for time spent attending arbitration proceedings.

- (f) There shall be no discovery in arbitration.
- (g) The fees and expenses of the arbitrator shall be borne equally by the parties.
- (h) The burden of proof in any discipline or termination case before the arbitrator shall be on the County. The grieving party shall have the burden in all other cases.

#### Section 6.5 Union Representation

The employee shall be entitled to have their Local Union Representative and/or steward at all steps of the grievance procedure. The Local Union Representative shall obtain approval and make arrangements with their supervisor. Such approval will not be unreasonably withheld, so long as the arrangements do not interfere with the necessary operations of the work unit. In such cases, the Union Staff Representative shall not be required to submit notification in conjunction with Section 2.1 of this Agreement. In the event such approval is withheld, the time limits associated with such grievance(s) scheduled for discussion shall be waived. The representative will be provided reasonable notice of all meetings with the employee regarding the grievance and bargaining unit employees shall be entitled to meet during working hours on paid time to handle these matters as long as they do not result in overtime pay.

## ARTICLE 7 PROBATIONARY PERIOD

Employees shall serve an initial twelve (12) month probationary period. In cases where an employee's status has changed to regular status, the initial probationary period shall begin on the effective date of the status change. Employees shall only serve one (1) probationary period during continuous employment.

#### Section 7.1 Extension of Probationary Period

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

#### Section 7.2 Termination of Probationary Employees

During the probationary period, an employee is considered to be employed at will. An employee who is terminated during the initial probationary period is not eligible to use the dispute resolution, and Grievance and Arbitration provisions of this Agreement.

## ARTICLE 8 HEALTH AND SAFETY

### Section 8.1 Policy

The County and the Union agree that each employee has the right to expect to return home to their families from performing the services to the residents of this County at the end of each workday safe and unharmed.

### Section 8.2 Employer and Union Agreement on Health and Safety

The parties agree to work to maintain safe, secure, and healthful working conditions, methods, materials, equipment, vehicles, and facilities for employees covered under this Agreement. The County and the Union agree to cooperate on the compilation of a “health and safety manual” for Human Services employees that will incorporate the parties’ understandings regarding best practices for safe, secure, and healthful working conditions.

The Employer will strive to comply with applicable federal, state, and local health and safety laws and regulations. The parties further agree, to always strive to improve the health and safety of working conditions of employees covered by this Agreement.

In recognition of such cooperation, the County shall continue to provide, maintain, and replace necessary personal protective clothing and equipment at no cost to employees. The County shall provide additional protective clothing and equipment if required by applicable federal, state, or local health and safety laws and regulations or as agreed between the parties.

## ARTICLE 9 EMPLOYEE LEAVE

### Section 9.1 Annual Leave (Vacation)

#### A. Eligibility & Accrual of Annual Leave

To be eligible for annual leave, employees must be classified as one of the following:

- Full-time regular, project-designated, grant-funded, executive or appointed (40 hours/week)
- Part-time 3 (30 to 39 hours/week)

This policy does not apply to part-time 2 (RP2-20 to 29 hours/week), project designated part-time (PJ2-20 to 29 hours/week), seasonal positions, or temporary positions.

Eligible employees shall accrue annual leave (vacation) at the following rates:

Completed Years of Continuous Service	Accrual Rate Per Month In Hours-FT (40 Hrs/Wk)	Accrual Rate Per Month In Hours-RP3 (30-39 Hrs/Wk)
Up to 2 years	6.68	5.00
After 2 years	8.00	6.00
After 5 years	10.00	7.50
After 10 years	13.34	10.00

To accrue annual leave for the month, employees must work or be in an approved paid leave status for at least fifty (50%) of the pay period. Employees shall refer to the Adams County Employee Manual (dated Effective January 5, 2021) for specific information on annual leave.

Section 9.2 Compassion/Bereavement Leave

Employees may be granted leave with pay, as necessary, up to forty (40) working hours, per incident, to mourn the passing or to prepare for the imminent death of a person or persons of significant importance to the employee. Employees may be granted leave with pay to attend the funeral of another County employee.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

Section 9.3 Sick Leave

A. Eligibility and Accrual of Sick Leave

To be eligible for sick leave, employee must be classified as one of the following:

- Full-time regular, project-designated, grant-funded, executive or appointed (40 hours/week)
- Part-time 3 (30 to 39 hours/week)

Accrual Per Month

Full-time 40 Hrs/Wk	Part-time 30-39 Hrs/Wk
8.0	6.0

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

#### Section 9.4 Administrative Leave

The Employer shall provide paid administrative leave to all eligible bargaining unit employees, as provided below. Administrative leave shall be granted at the discretion of the County Manager. Employees cannot receive pay in lieu of administrative leave and any remaining leave is forfeited upon separation from the county for any reason. There are three types of Administrative Leave that may be applicable:

- A. Exempt Employees: As a way to remain competitive in the market, all exempt employees are eligible for one (1) administrative day off per month. Employees cannot accumulate exempt administrative leave and it will not be paid out at any time. Exempt employees must be in a paid status for more than half of the month to earn their exempt administrative leave for that month.
- B. Incentive: Incentive administrative leave may be provided to employees for doing work that extends beyond the scope of their normal job duties or for working a significant amount of extra hours on a project. This must be approved by the department director and should only be provided in special circumstances.
- C. Inquiry: An employee may be placed on administrative leave pending an investigation or to allow the county to look into a specific situation. This is not a disciplinary action in itself but allows for the county to conduct a thorough investigation.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

#### Section 9.5 Holidays

- A. Paid Holidays: Holidays are determined by the Board of County Commissioners (BOCC) on an annual basis. The BOCC shall designate at least eleven (11) holidays and provide at least one (1) floating holiday in each calendar year of this Agreement. Such holidays will be recognized and observed as paid holidays, for eligible employees, which are equivalent to eight (8) hours of regular pay. Employees who work a regular scheduled shift which is greater than the number of hours of holiday pay shall be allowed, when feasible, to work the additional hours necessary during the workweek, in which the designated holiday occurs to make up the difference between the number of hours of holiday pay and the employee's regularly scheduled shift length. Employees may not work make-up hours if such hours worked fall into a different work week and/or result in overtime.
- B. Holidays Worked (Holiday Premium Pay): All employees who must work on a holiday, because of department operational requirements, shall receive the above-mentioned holiday pay. They additionally receive one-and-one-half (1½) times their regular hourly rate (i.e., a regular hourly rate of \$15.00 per hour shall be paid at \$22.50 per hour) for the hours actually worked on the holiday. Holiday premium-pay hours do not count toward the forty (40) hours of regular hours that are worked for the calculation of overtime paid at one-and-one-half (1½) times the regular hourly rate.



C. Holiday Period Defined: A holiday is a twenty-four (24) hour period beginning at 12:00 midnight and end at 11:59 on the holiday.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

#### Section 9.6 Compensatory Time

Supervisors may grant non-exempt employees compensatory time off in lieu of the payment of overtime for hours worked beyond forty (40) hours per workweek. Only regular hours worked, and scheduled holidays shall be used for the purpose of computing compensatory time. Compensatory time shall be granted at a rate of one-and-one-half (1-1/2) times the number of hours of overtime worked and shall be paid at their regular rate of pay.

All requests for compensatory time off must be requested and approved in advance. Compensatory time accrued in excess of forty (40) hours will be paid in December of each year. Upon separation from the County (or upon transfer into a position exempt from overtime), accrued compensatory time shall be paid at employees' regular rates of pay as of their last working day.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

#### Section 9.7 Family Medical Leave, Family Care Act, Military Leave, Healthy Families and Workplaces Act

The County complies with all applicable state and federal leave laws.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

#### Section 9.8 Paid Parental Leave

The County supports employees by providing eligible employees with Paid Parental Leave (PPL) when an employee has a baby, adopts a child, or fosters a child. The amounts of Paid Parental Leave (PPL) are dependent on employment status; Regular Full-Time– Six (6) weeks at forty (40) hours per week, Regular Part-Time Three – Six (6) weeks at thirty (30) hours per week).

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

### Section 9.9 Workers' Compensation and Injury Leave

The County shall provide Workers' Compensation coverage, at no cost, to all employees. Workers' Compensation coverage provides medical benefits and a scheduled amount of wage-loss benefits to employees who suffer a work-related illness, injury, or exposure to an injurious substance while acting in the course and scope of their employment. The County complies with all applicable state and federal leave laws.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

### Section 9.10 Military Leave

The County complies with all applicable state and federal leave laws.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

### Section 9.11 Jury Leave

All employees, who are called for jury duty during working hours, shall be granted paid leave with all benefits for which they are normally eligible. Employees must notify their manager and supervisor as soon as they receive a summons to appear for jury duty. Employees shall receive their regular pay up to eight (8) hours per day for Jury Duty. A required appearance in court arising out of or in the course of employment with the County shall be considered time worked, if the employee reimburses the County any fees received, excluding mileage and parking.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

### Section 9.12 Election Leave

Employees are encouraged to vote outside of working hours. If an employee is not able to do so, they shall be provided up to two (2) hours of Election Leave for a general election.

Employees shall provide their supervisor at least a one-day notice of their intent to use election leave during the working hours of election day. Advance notice is required so that the necessary time can be scheduled at the beginning or the end of the work shift; whichever provides the least disruption to the normal work schedule.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

#### Section 9.13 Closure of County Buildings/Suspension of Operations

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

#### Section 9.14 Domestic Abuse Leave

A paid leave of up to three (3) working days is available to those eligible employees who are victims any of the following events:

1. Domestic violence or abuse;
2. Stalking;
3. Sexual Assault, or
4. A crime found by a court on the record to include an act of domestic violence.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

#### Section 9.15 Leave Without Pay

A. Eligibility: All employees eligible for annual and regular sick leave are eligible for Leave Without Pay (LWOP).

B. Leave Without Pay (LWOP) occurs when an employee misses work after exhausting sick and/or annual leave accruals. LWOP may also occur when an employee takes leave that was not approved. The employer discourages the use of LWOP. A manager or director may approve the use of LWOP. If LWOP is not approved by an employee's manager or director prior to use, it will be deemed unauthorized LWOP. The use of unauthorized LWOP shall be subject to disciplinary action, up to and including, termination of employment under Article 5 Discipline and Termination for Just Cause.

C. Effect of Leave Without Pay Status on Accruals

1. If an employee is in unpaid status for more than fifty (50) percent of the pay period, he or she shall not accrue annual or sick leave.
2. Taking leave without pay while in a probationary period may extend an employee's probationary period until actual time worked is equivalent to a twelve (12) month period.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

#### Section 9.16 Paid Sick and Safety Leave

The County complies with all applicable state and federal leave laws.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

#### Section 9.17 Public Health Emergency Leave

The County complies with all applicable state and federal leave laws.

Bargaining Unit employees shall consult with People and Culture and the Adams County Employee Manual (dated Effective January 5, 2021) for specific terms, conditions, and procedures as they relate to the above.

## ARTICLE 10 HOURS OF WORK

#### Section 10.1 Possible Work Schedules

Full-time employees covered by this agreement may work one of the following schedules as established by the department:

- A. Normal: Five consecutive days, 40 hours per week
- B. 4/10: Four 10—hour days, 40 hours per week
- C. 9/80: an alternative FLSA workweek which results in an employee essentially working eight (8) nine-hour workdays, one (1) eight-hour workday and having one workday off. This schedule requires a designated FLSA workweek, their workday off must remain the same, and employees may not alter their schedule or lunch time.
- D. Salaried: exempt employees may work a schedule listed above but are not paid on a per hour basis and are expected to accomplish achievable work goals within the employee's regular work schedule.

#### Section 10.2 Work Year

The work year begins January 1<sup>st</sup> and ends December 31<sup>st</sup>. All non-exempt hourly employees will be paid for all hours of actual work. All exempt employees will be paid on a salary basis.

#### Section 10.3 Lunch Period

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

#### Section 10.4 Paid Rest Periods

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

#### Section 10.5 Overtime

Payment of overtime to all non-exempt hourly employees shall be at the rate of one and one-half (1 ½) the regular hourly rate of pay for all hours compensated beyond forty (40) hours per workweek.

#### Section 10.6 Teleworking and Remote Work

Employees may be eligible for telework options and shall consult the Adams County Employee Manual (dated Effective January 5, 2021) for telework and remote work eligibility and policy.

## ARTICLE 11 SENIORITY

#### Section 11.1 Seniority Defined

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

#### Section 11.2 Seniority Tie Breaker

In the event that two or more employees have the same seniority, relative seniority among such employees shall be determined by lot.

#### Section 11.3 Loss of Seniority

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

- A. Resignation;
- B. Discharge for just cause; or
- C. Failure to report for recall to work to their former classification following layoff within fourteen (14) calendar days from the date of receipt of certified mail.

#### Section 11.4 Layoff and Recall

Should it become necessary for the Employer to reduce the size of the workforce due to lack of work, the Employer shall provide a written notice to the Union at the earliest possible opportunity but in no event less than thirty (30) days prior to the layoff. At this time the Union shall have the opportunity to negotiate alternatives to any layoffs. The Employer shall notify the effected employees no less than twenty (20) days prior to the layoff. If qualifications for success as outlined in the employee's job description are equal, involuntary layoffs shall be by inverse order of seniority by classification within the one or more Division(s) (Child Welfare, Workforce, Community Support, Head Start and Child Support) impacted, in the following order:

1. Elimination of vacant positions;
  2. Temporary positions;
  3. Project-designated positions;
  4. Probationary positions (e.g., employee who have not completed the initial probationary period); then
  5. Employees in regular positions, with the least time in service (using most recent date of hire)
- A. Qualified employees who have been laid off may displace (bump) a more junior bargaining unit employee in another classification in which such laid off employee has held status in.
- B. No new employee shall be hired into the bargaining unit until all laid-off employees have been given an opportunity to return to work in any open position for which the employee meets all relevant qualifications.
- C. Recall - As positions become available, qualified employees shall have the right to be recalled beginning with the most senior employee in the classification and Division effected. A copy of such employee's recall notice shall be provided to the Union concurrently with the employee's notification. Employees recalled to employment shall be sent a certified letter announcing such recall to the employee's last known address. Recalled employees who fail to respond within fourteen (14) days from the receipt of the recall letter or refuse a recall to their former classification shall be considered to have waived their recall rights.

#### Section 11.5 Bargaining Unit Seniority Lists

Bargaining Unit seniority will be provided to the Union on January 15, April 15, July 15, October 15, and upon request in conjunction with a layoff notice.

#### Section 11.6 Application of Seniority

Seniority shall only be applied to layoff and recall consistent with Section 11.4 above.

## ARTICLE 12

## COMPUTER, INTERNET USE AND SOCIAL MEDIA

#### Section 12.1 Appropriate Use of Electronic Media

Employees must use good judgment and professionalism at all times when using the internet and other electronic communication tools. Electronic media is made available to provide an effective method to engage in work-related communication, and to perform job-related research tasks. However, access is a privilege that may be revoked for individual employees by each Department Director or elected official.

## Section 12.2 Prohibited Uses

Employees are prohibited from and may be subject to discipline up to and including termination for using electronic media for the following activities:

1. Transmitting or soliciting any material or messages that would violate federal, state, or local law, regulation, or ordinance;
2. Distributing information that is privileged, protected, confidential or otherwise subject to nondisclosure under any law, regulation, or rule. If an employee is not sure whether information is confidential or privileged, the employee should consult with his or her Department Director or elected official, in addition to the County Attorney's Office, before distribution of such material;
3. Distributing unauthorized broadcast messages or solicitations;
4. Accessing or distributing pornographic materials;
5. Distributing or downloading copyrighted materials in violation of the copyright, including software, photographs or any other media;
6. Developing or distributing programs that are designed to infiltrate computer systems internally or externally;
7. Accessing or downloading any resource that requires a fee without prior appropriate approval;
8. Representing oneself as another user or employee;
9. Sharing passwords or login information with anyone without written supervisor approval provided to ITI;
10. Attempting to access an unauthorized system;
11. Willfully using tethering, hotspots, or other means in an effort to bypass County network protections;
12. Attempting to access restricted content or bypass security restrictions by use of proxies or Virtual Private Networks (VPNs);
13. Attempting to intentionally bypass security safeguards deployed on County systems and/or networks;
14. Connecting personally owned devices directly to the County network via Ethernet port (e.g., wall jack), Admin-Employee Wireless, or County issued equipment (e.g. USB, Ethernet or Bluetooth) without authorization from ITI Director;
15. Using excessive bandwidth for non-business-related tasks. Excessive bandwidth usage includes personal internet or network usage that interferes or disrupts with County operations. Excessive

bandwidth usage could be a result of video and music streaming, large internet uploads or downloads, and cloud file storage services (e.g. DropBox and GoogleDrive). Users and/or managers will be notified by ITI if they are using excessive bandwidth. In an effort to protect County operations, and citizen access to County resources, ITI may temporarily block internet access from devices as necessary.

If an employee is in doubt whether or not an electronic media use is prohibited, the employee should consult with a supervisor, department director, elected official, or a representative from People and Culture Services.

### Section 12.3 Security

- A. Employees must protect data at all times against unauthorized access and ensure that information is handled in accordance of all applicable laws and regulations. Employees must immediately report any security incidents to the Information Technology Help Desk.
- B. All employees with access to Adams County computer systems and/or data must complete the web-based security awareness training within ninety (90) days of employment.
- C. To protect county data, users must handle data in compliance with the Adams County ITI policies and procedures, which are located at <https://myadams/ITI/Pages/ITPolicies.aspx>.
- D. All personal devices that are used for county business or are connected to county systems must be authorized and comply with the Adams County Personal Computing Device Policy (BYOD) <https://myadams/ITI/Pages/ITPolicies.aspx>.
- E. Employees who do not follow ITI policies and procedures in their use of County computer systems, or are otherwise negligent in regards to security procedures, will be subject to discipline, up to and including termination.
- F. The County will strive to protect employees' personal information and in the case of a breach, will procure, at no cost to employees, 18 months of reasonable, theft security protections contracts as determined by the Risk Manager. If there is proof that an employee's identity was compromised during the procurement period, the theft security and protection contract shall be extended, at no cost to employees, up to an additional 18 months.

### Section 12.4 Cloud Based Storage and Transmission

- A. Employees may only use cloud-based storage to facilitate their ability to perform duties as an employee of Adams County. Employees must not use any form of cloud-based storage as a primary or permanent storage mechanism; any final versions of work must be appropriately stored on Adams County networks.



- B. Cloud based storage may not be used to store any sensitive or confidential information. Sensitive information for this purpose is any information that is not properly protected from unauthorized use and/or disclosure, and that could potentially damage the County, employees of the County, citizens, or any other interested parties. Confidential information includes social security numbers, medical information, information about child, and welfare cases; this type of information should never be stored on cloud-based systems without explicit authorization from ITI.
- C. Employees who use cloud-based storage are responsible for ensuring that adequate protections are in place, such as password protection, to prevent cloud-based information is protected.
- D. For acceptable use of Adams County Office 365 for transmission and storage, see the Office 365 Policy at <https://myadams/ITI/Pages/ITPolicies>.

### Section 12.5 Monitoring

- A. The County reserves the right to access, monitor, and disclose the contents of employees' email, electronic messages, internet communications, and other information received or transmitted by electronic media on the employee's work email address. Circumstances in which accessing, monitoring, and disclosing will occur may include, but are not limited to:
  - 1. To investigate suspected misuse of electronic media;
  - 2. To respond to investigations that are related to pending or anticipated litigation;
  - 3. To ensure compliance with this Article, applicable laws, ordinances, or court orders;
  - 4. To ensure appropriate use of County business;
  - 5. To access information in the employee's County-issued computer system when the employee is unavailable;
  - 6. To investigate possible cyber security threats; and
  - 7. To respond to a request under the Colorado Open Records Act.
- B. All requests for access to another employee's County email or electronic files must be made through ITI. The Director of People Services or designee must approve any request for access before such access is provided.

### Section 12.6 Personal Use

Incidental use of internet, personal e-mail, and/or personal networking sites may be permitted by a department director's or elected official's discretion. However, an employee's personal use of e-mail and/or internet must not interfere with his or her assigned duties or efficient use of time or must not conflict with other policies.

### Section 12.7 Colorado Open Records Act/Public Records

- A. The Colorado Open Records Act (CORA) requires that all public records, as defined by CORA, be available for inspection and replication by any member of the public. As such, an employee writings, records, and correspondence, whether in electronic or paper form, may be deemed to be public records subject to inspection under C.R.S. § 24-72-201 *et seq.*

- B. Employees, who use cloud-based document storage, must ensure that all public documents are appropriately stored on the existing Adams County technology network for purposes of inspection and disclosure to the public.

#### Section 12.8 Violations

An employee in violation of this Article may be subject to termination of access to the internet or other forms of electronic media. Violations may also subject an employee to discipline, up to and including, termination.

#### Section 12.9 Social Media

- A. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including an employee's or someone else's blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with the County, as well as any other form of electronic communication.
- B. Inappropriate postings, including discriminatory remarks, harassment, threats of violence or similar in appropriate or unlawful conduct, that violate these employment policies will not be tolerated and may subject employees to discipline, up to and including termination.
- C. Employees shall make sure that they are always honest and accurate when posting information, and that if mistakes are made, they are corrected quickly. Employees shall never post any information or rumors that they know to be false about the County, fellow employees, or others with whom they have a working relationship. Any such action may subject employees to discipline, up to and including termination.
- D. Employees may not share confidential information that is learned while performing their official duties. Disclosure of confidential information in social media may subject employees to discipline, up to and including termination.
- E. Employees shall never represent themselves as a spokesperson for the County. If the County is a subject of the content created by employees, employees should be clear and open about the fact that they are an employee, and they are not speaking on behalf of the County. Any such action may subject employees to discipline, up to and including termination.
- F. The use of social media at work should comply with Section 6. Personal Use above.
- G. County prohibits taking negative action against employee for the good faith reporting of a possible deviation from this Article or for cooperating in an investigation.
- H. Employees shall not speak to the media on the County's behalf. All media inquiries should be directed to the Communications Department.
- I. The Employer shall not request, or require an employee disclose, or cause an employee to disclose, any username, password, or other means for accessing an employee's personal account or service through the employee's personal electronic communication device.

J. The Employer shall not compel an employee to “friend” or otherwise add anyone as a contact to the employee’s personal social media account.

## ARTICLE 13 LABOR/MANAGEMENT COMMITTEES

### Section 13.1 Committees

The County agrees to allow the Union to appoint an official representative to participate in each of the following committees so long as they exist:

- BUG (Building Users Group)
- Everybody Matters
- A-Proud

### Section 13.2 Labor/Management Committee (LMC)

Effective within sixty (60) calendar days from the effective date of this Agreement, the County and the Union shall establish a Labor/Management Committee (LMC) comprised of up to five (5) Union and up to five (5) Employer representatives and a Wellbeing and Safety subcommittee comprised of up to three (3) Union and up to three (3) Employer representatives. By agreement, parties may invite other attendees to committee meetings with forty-eight (48) hours advance notice to the other party.

The function of the LMC shall be to discuss solutions to identifiable operational concerns and other work-related issues within the bargaining unit. Discussions regarding bargaining unit health and safety issues shall have priority over all other issues. Each party may submit proposed agenda items up to twenty-four (24) hours prior to the next LMC. The LMC shall meet quarterly unless the parties jointly agree otherwise. The committee shall not have the power to change the provisions of this Agreement to negotiate new agreements or resolve grievances without concurrence in writing between the Union and the County. Bargaining unit employees who serve on the committee shall suffer no loss of pay for attendance at LMC meetings.

The Wellbeing and Safety subcommittee of the LMC shall meet quarterly or as mutually agreed otherwise by the LMC. The general responsibility of the Wellbeing and Safety subcommittee and its agenda will be developed to establish, maintain and administer the parties’ health and safety manual.

## ARTICLE 14

## EMPLOYEE BENEFITS

### Section 14.1 Eligibility and Plan Benefits

- A. The Employer agrees to make available to all regular full-time or project-designated bargaining unit employees who are scheduled to work at least 40 hours per week, or regular part-time or projected-designated bargaining unit employees who are scheduled to work at least 30 hours per week the following employee and dependent coverage benefit with the same conditions and terms as all other county employees. Once enrolled, eligible coverage will begin on the first day of the month coinciding with or following date of hire. The Employer agrees to offer to all such eligible employees and their eligible dependents the following coverage on a pre-tax basis, where applicable, Medical, Dental, and Vision Plans, Short Term Disability, Long Term Disability, Life Insurance, Basic Term and AD&D Insurance, Health Savings Account (as permitted by law and applicable to offered medical plan), Flexible Saving Account (as permitted by law), deferred compensation, supplemental insurance plans, Tuition Reimbursement, Wellness and Employee Assistance Program (EAP).
- B. Medical Insurance
  1. Effective January 1, 2021, and each January 1 thereafter, the Employer will strive to provide at least three (3) medical insurance plan options with at least two (2) insurance carriers.
- C. The Union shall be invited to attend the annual benefits proposal discussion during a Board of County Commissioners Study Session to provide input and ask questions on annual benefit offerings. The Employer shall provide to the Union Staff Representative such Study Session materials in advance of the Board of County Commissioners Study Session at the same time as such materials are forward to the Board of County Commissioners.
- D. Dental Insurance Plans
  1. Effective January 1, 2022, and each calendar year thereafter, the Employer shall strive to provide at least two (2) dental insurance plan options.
- E. Vision Insurance
  1. Effective January 1, 2022, and each calendar year thereafter, the Employer shall provide at least one (1) vision insurance plan.

### Section 14.2 Retirement

- A. 401A Defined Benefit Plan: The Employer shall continue to provide a 401A defined benefit retirement plan. that provides comprehensive retirement benefits to all eligible employees.
- B. 457B Deferred Compensation Plan: All employees covered by this Agreement are entitled to voluntarily participate in the deferred compensation plan to supplement the County retirement plan on a pre-tax basis.

## ARTICLE 15

## COMPENSATION

### Section 15.1 Wage and Salary Increases

- A. Barring a projected decrease in total annual tax revenue as reflected in the County-Manager's proposed budget in October 2021 versus the previous year County Manager's proposed budget in October 2020, effective January 1, 2022, the County will increase the hourly rate of pay for each non-exempt employee and the annual salary for each exempt employee at least 3.5%. In the event that an employee is at the max for their pay grade, this will be in the form of a lump sum.
  
- B. Barring a projected decrease in total annual tax revenue as reflected in the County Manager's proposed budget in October 2022 versus the previous year County Manager's proposed budget in October 2021, effective January 1, 2023, the County will increase the hourly rate of pay for each non-exempt employee and the annual salary for each exempt employee at least 3.0%. In the event that an employee is at the max for their pay grade, this will be in the form of a lump sum.
  
- C. Barring a projected decrease in total annual tax revenue as reflected in the County Manager's proposed budget in October 2023 versus the previous year County Manager's proposed budget in October 2022, effective January 1, 2024, the County will increase the hourly rate of pay for each non-exempt employee and the annual salary for each exempt employee at least 2.75%. In the event that an employee is at the max for their pay grade, this will be in the form of a lump sum.

### Section 15.2 Mileage Reimbursement

A County vehicle may be available to employees required to work away from the employee's primary worksite. The Employer shall continue to provide mileage reimbursement for actual miles traveled, at the IRS mileage rate, for employees who drive personal vehicles while performing work duties while employed by the County. Normally, those employees who work from home due to restricted office space at the primary work location do not receive mileage reimbursement for such trips from home to their principal place of business, i.e., the office. However, in the event such employee's principal place of business, i.e., the office is closed, and the County designates the employee's home the principal place of business, mileage will be reimbursed for work travel from the employee's home.

### Section 15.3 Mobile Electronic or Wireless Communication Devices Stipend

The Employer shall continue to provide County mobile devices to employees who regularly work in the field and have a need for phone service or data to perform their duties. The issued devices shall remain County property and employees shall return the devices are no longer required, or the employee terminated employment with the County.

The Employer shall provide the following stipends to any employee who regularly uses their personal electronic and wireless communication devices in the course of their performing work duties while employed with the County:

- A. \$55.00/month-Medium Level (Outreach Specialists, Teachers, Teacher Assistants, Classroom Aides, Family Services Specialists, Special Education and Support Services Specialist, Data Management Specialist, Fiscal Analyst, Facilities, Education Coach, Health Specialist, Kitchen Staff, and any other employee covered under this agreement in a job classification that may meet such level in the future.)
- B. \$115.00/month-High Level (Caseworkers, Case Aides, Case Service Aides, Business Representatives, and other employee covered under this agreement in a job classification that may meet such level in the future.)

#### Section 15.4 Language Pay

Adams County will compensate employees who possess language skills that may help them perform duties beneficial to serving the citizens of Adams County by assisting non-English speaking customers.

##### Eligibility:

Full time and part time employees that demonstrate proficiency in a commonly spoken second language in Adams County, that is beneficial to conducting County business, according to scoring established by the provider of testing services. Proficiency testing shall be offered to employees on a weekly basis during normal regular work hours Monday – Friday. To remain eligible, employees must be willing and available to translate in their additional language when called upon by their department during their shift/regular work hours.

##### Program Structure:

- Base Pay: High-Use of Second Language
  - Employees in eligible, public facing positions (as designated by the Department Director) who use the second language for at least 30% of the time in the course and scope of their job, qualify for an increase to their base pay of \$2,000 (an annual lump sum if they are at the max of their range). This will be added to the employee’s base pay after eligibility has been established in compliance with this Agreement.
- Stipend Pay: Infrequent or Inconsistent Use of Second Language
  - Employees who do not qualify for the base pay provision above may be designated by their director to receive a monthly stipend to satisfy the business need of their department for skill in a second language.
  - Employees who are eligible for Language Pay stipends based on their department’s business need, will receive a hundred dollars \$100 per month.

- Employees receiving a language pay stipend must be available to provide assistance in the second language to their department when needed.

### Section 15.5 On Call Pay for Case Workers

On call is defined as the time period when an employee is required and designated to remain available for duty during non-scheduled work hours, but the employee is permitted to engage in most personal activities as long as the employee responds to calls promptly, efficiently, and safely. On-call duty shall be scheduled with the employee in advance. Employees assigned on-call duty are generally required to respond by telephone or radio within fifteen (15) minutes, or report to a work location within thirty (30) minutes of being notified.

Caseworkers assigned to on-call duty status shall receive the following on-call pay dollar amounts for such on-call status:

- A. On-call weekend response worker six-hour shift shall receive seventy-five (\$75.00) dollars.  
(This worker is available to respond to immediates and/or assist with other caseworker duties as requested by on-call supervisor)
- B. On-call caseworkers that are available to screen and/or waiting to be deployed if needed as IRT coverage (work week 4:30 – 11:30pm) shall receive seventy-five (\$75.00) dollars.
- C. Primary On-call response worker that works 6-hour weekend shifts (8am-2pm, 2pm – 8pm) during the weekend screeners vacation/sick leave/other approved leave shall receive one-hundred and five (\$105.00) dollars. (This worker will take calls/complete tens/respond to immediates.)
- D. Primary On-call response worker that works 6-hour overnight weekend shifts shall receive one-hundred and five (\$105.00) dollars. (This worker will take calls/complete tens/respond to immediates.)
- E. Weekday overnight/IRT On-call worker that works Monday-Friday 11:30 – 8am) shall receive one-hundred and twenty-five (\$125.00) dollars. (This shift is worked from home and requires worker to take calls/complete tens/and respond to immediates.)
- F. Weekday IRT/On-call coverage worker provides in-house IRT coverage and/or Monday on-call coverage (from home) 4:30 – 11:30pm shall receive one-hundred and five (\$105.00) dollars. (This shift provides in-house IFT coverage, Tuesday through Friday, screening and responding to immediates. This shift works from home, providing on-call coverage, on Mondays from 4:30pm-11:30pm. Workers takes calls/completes tens and respond to immediates.)
- G. Holiday worker On-call coverage – On-call worker works twelve-hour shift, 8am – 8pm, or 8pm – 8am shall receive three hundred and twenty (\$320.00) dollars for a 12-hour shift and one-hundred and sixty (\$160.00) dollars for a 6-hour shift. (These shifts can be worked in 6- hour increments if needed. This shift is worked from home and requires the worker to take calls/complete tens/and respond to immediates.)

## Section 15.6 Temporary Reassignment

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

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

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

## ARTICLE 16 NO DISCRIMINATION/NO HARASSMENT

### Section 16.1 Gender Intent

Whenever words denoting a specific gender are used in this Agreement they are intended and shall be construed to mean any gender with which a worker identifies.

### Section 16.2 Non-Discrimination/Harassment/Retaliation

- A. The Employer and the Union agree that neither party shall discriminate, harass, or retaliate against any person because of race, color, sex, gender, age, disability, national origin, citizenship, marital status, military or veteran status, sexual orientation, gender identity, and gender expression or any other status protected by federal, state or local law.
- B. It is a violation of Employer policy and this Agreement to discriminate against employees because of their involvement in collective bargaining or concerted activity. Discrimination means taking action against an employee to discourage membership in any union including discharge, suspension, demotion, or any action that may affect the terms and conditions of their employment. Supervisors must strive to maintain consistent, fair, and non-discriminatory treatment of all employees.

## ARTICLE 17 NO STRIKE/ NO LOCKOUT

### Section 17.1 No Strike

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



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

#### Section 17.2 No Lockout

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

## ARTICLE 18 WORKLOAD

### Section 18.1 Workload and Work Distribution

The parties recognize the importance of discussions regarding workload and the distribution of such work. The Employer shall strive to distribute work equitably to staff so such work may be completed during an employee's regular work schedule. Supervisors will continue to monitor and manage these tasks.

Supervisors will strive to cover or arrange coverage for any emergencies on open assessments and cases.

### Section 18.2 Caseload Distribution Changes

It is recognized that caseload distribution standards may change as a result of Federal and State regulatory changes and/or Federal and State legislation.

When such caseload changes occur from Federal or State legislation or regulatory changes, the Employer will implement the changes as required and advise the Union within thirty (30) working days after being notified of such change. If the Union wishes to meet to discuss with the Employer regarding the effect on employees affected by such change, the Union shall notify Management within thirty (30) working days from receipt of such notice.

## ARTICLE 19 EDUCATION AND TRAINING

### Section 19.1 Training

The Employer shall be responsible for providing any federal, state, or county required position specific training on work time and at no cost to employees, for any work-related training.

### Section 19.2 Professional Development

The Employer shall be supportive and cooperative of licensed staff in their pursuit of their required continuing educational requirements. Management recognizes the advantage of continued education for employees and will consider employee requests for participation in available work-related conferences,

workshops, seminars, or symposiums on paid County time. Management will distribute as equitably as possible among employees paid County time to participate in such educational opportunities. Fees associated with preapproved work-related conferences, workshops, seminars, or symposiums shall be paid by the county.

#### Section 19.3 Licensure

Fees for exams, certifications, and licensing may be paid for by the county. Employees shall submit for approval through their supervisor.

## ARTICLE 20 GENERAL PROVISIONS

#### Section 20.1 Savings Clause

This Agreement shall be subject to all present and future applicable federal, state, and local laws, and other appropriate rules and regulations of bona fide governmental authority. Should any provision of this Agreement become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the remainder of the Agreement. Any provision(s) that becomes unlawful by virtue of the above shall cause the parties to meet and negotiate replacement provisions that are valid. Any provision(s) of this Agreement not declared invalid shall remain in full force and effect for the life of this Agreement.

#### Section 20.2 Complete Agreement

The parties agree this Agreement sets forth the parties' full and complete understanding and each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that any prior practices, oral understandings and agreements, not included in this Agreement are extinguished. The parties further agree that no oral understanding, practices, or benefits will be recognized as binding unless reduced to writing and signed by the parties

#### Section 20.3 Modifications to the Agreement

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

#### Section 20.4 No Waiver

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

## ARTICLE 21

## DURATION OF AGREEMENT

### Section 21.1 Duration

This Agreement shall be effective thirty (30) days after the date of ratification and shall remain in full force in effect for three (3) years. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, the parties shall begin negotiations no later than thirty (30) days from the date of such notice.

### Section 21.2 Mediation

If no agreement is reached by the respective anniversary date either party may initiate mediation through the Federal Mediation and Conciliation Service (FMCS). If a new agreement is not reached during the mediation process, the parties agree to honor all the terms and conditions of this Agreement for a period of one (1) year while good faith negotiations take place, subject to the right of either party to terminate such an extension of contract terms and conditions by giving written notice to the other party ten (10) days prior to the desired termination date.