



**COLORADO**



# Partnership Agreement

## Collective Bargaining Agreement

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

Effective November 18, 2021  
through July 31, 2024



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. Beginning in January of 2021, the State and Colorado WINS began negotiations for this Partnership Agreement on behalf of all covered employees.

I am excited to share that these negotiations were fruitful, and the State and Colorado WINS have agreed upon a strong Partnership Agreement that will be signed by me after covered employees vote to ratify the Agreement. The details outlined in the Agreement, attached, will benefit State employees, State agencies, and the Coloradans we serve.

Our recently released budget proposal provides funding to support the raises and other initiatives that align with the Partnership Agreement articles.

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

November 18, 2021 through July 31, 2024

## Table of Contents

Preamble .....	- 1 -
Article 1 Parties to the Agreement.....	- 4 -
Article 2 Union Recognition .....	- 4 -
Article 3 Duration .....	- 5 -
Article 4 Dues and Deductions .....	- 5 -
Article 5 Union Rights .....	- 6 -
Article 6 Executive and Management Rights.....	- 9 -
Article 7 New Employee Orientation.....	- 10 -
Article 8 Non-Discrimination and Equity, Diversity, and Inclusion .....	- 11 -
Article 9 Partnership Agreement Dispute Resolution Process.....	- 15 -
Article 10 Filling of Vacant Positions and Retention.....	- 19 -
Article 11 Probationary and Trial Service Periods .....	- 21 -
Article 12 Job Classifications and Position Descriptions .....	- 22 -
Article 13 Seniority .....	- 23 -
Article 14 Work Schedules and Breaks .....	- 23 -
Article 15 Flexible Work Arrangements.....	- 24 -
Article 16 Overtime, On Call, and Call Back Pay.....	- 26 -
Article 17 Health and Safety .....	- 29 -
Article 18 Corrective and Disciplinary Actions .....	- 30 -
Article 19 Layoff and Recall .....	- 32 -
Article 20 Privatization of Partnership Unit Work (Personal Services Contracts) .....	- 34 -
Article 21 Temporary Employment .....	- 35 -
Article 22 Illness or Injury .....	- 35 -
Article 23 Labor Management Committees .....	- 37 -
Article 24 Education and Training .....	- 38 -
Article 25 Access to Personnel Records.....	- 39 -
Article 26 Severability.....	- 40 -
Article 27 Performance Management .....	- 40 -
Article 28 Insurance Benefits.....	- 40 -
Article 29 Paid Time Off .....	- 42 -
Article 30 Holidays .....	- 43 -
Article 31 Wages .....	- 44 -
Article 32: Pay Differentials and Stipends .....	- 45 -
Article 33 Implementation.....	- 48 -

## **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. § 24-11-111.

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 and engages with the State as an employer concerning wages, hours, and terms and conditions of employment as set forth in this Agreement.

1.20 “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.

1.21 “HRIS” means Human Resources Information System.

1.22 “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.

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

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

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

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

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

1.28 “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.

1.29 “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 or from non-covered to 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 November 18, 2021, or such later date signed by both Parties, and expire on July 31, 2024. 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 8th, 2024 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, Separability, 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 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, at least monthly, that reflects the previous pay period's deductions. 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 a Steward is required to resolve the matter, the Steward will be on paid time 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 not otherwise addressed by this Agreement affecting a group of Employees, the State will notify COWINS in writing of the intended change. 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.

COWINS shall have 4 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 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 as required by law or contract.

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 3 days of COWINS' request and conclude within 10 days of the commencement of discussions, unless extended by mutual agreement of the Parties.

Any mutual agreements reached by the Parties through Partnership Discussions about the impacts of the State's decision shall be reduced to writing.

After the Parties have met in good faith Partnership Discussion(s) if requested by COWINS 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, 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 rules.

COWINS shall provide an up-to-date list of Stewards or any alternates to the State's Labor Relations team at [dpa\\_laborrelations@state.co.us](mailto:dpa_laborrelations@state.co.us). Only those individuals listed by COWINS shall be entitled to the rights outlined in this Article.

The authority of any Officer who is an Employee or Steward shall be limited to, and shall not exceed, the following duties and activities:

- A. Preparation and presentation of grievances and/or disputes in accordance with the provisions of this Agreement;
- B. Transmission of such messages and information that originate with, and are authorized by, COWINS;
- C. Participating in the COWINS portion of new Employee orientation or new Employee training;
- D. Participation in committees or task forces listed in this Agreement;

- E. Participation in COWINS Steward trainings; 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;
- F. Participation in bargaining meetings which shall be limited to: (1) 3 total Officers and Stewards per State Entity Agreement selected by COWINS; and (2) no more than 21 total Officers and Stewards selected by COWINS for future Statewide Partnership Agreements;
- G. Representation as set forth in Articles 9 and 18; and
- H. Any other circumstances specifically allowed by law.

Stewards shall be awarded administrative time for such activities 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 5 days in advance, when practicable, of such release time; 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 including any action that disrupts, on a widespread basis, the day-to-day functioning of the State or any State Entity.

The Parties agree to jointly seek funding of \$500,000 per fiscal year to be used for an Employee's administrative time spent as an Officer or Steward pursuant to this Article.

### 5.3 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 this Article 5.3 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.

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.

### 5.4 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.

### 5.5 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](mailto:dpa_LaborRelations@state.co.us). 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).

#### 5.6 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.

#### 5.7 Meeting Space

Appropriate available meeting space in buildings owned or leased by State Entities may be used for COWINS meetings provided that a request is approved no less than 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.

#### 5.8 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).

#### 5.9 Extended Union Leave Program

The Statewide Labor Management Committee will prioritize the exploration of extended union leave and use of Steward Coordinators and work together to come to a mutual agreement on how extended union leave and Steward Coordinators could be implemented during this contract term.

### **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. 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 Representative(s) conducting the COWINS session of the orientation or training shall be on paid time as outlined in Article 5.

The COWINS Representative(s) conducting the COWINS session shall be a member of the same State Entity holding the orientation or training. However, if a COWINS Representative 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 Representative may be granted paid time as outlined in Article 5.

COWINS Representative(s) scheduled to conduct the COWINS session of an orientation or training shall provide their supervisor(s) at least 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 Representative(s) will be responsible for recording administrative time in their time keeping system.

## 7.2 Notice of New Hire 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, and Inclusion

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

The Parties agree that the taxpayer 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. As such, the Parties are committed to improving equity, diversity, and inclusion (EDI) for all 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 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.

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 employment practices, regardless of their intent, discriminate against any group of people on the basis of 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, that specific, appropriate, and positive corrective and remedial measures as outlined in this Article must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure

equitable opportunity in the areas of hiring, upgrading, rewards and recognition, promotions, demotions or transfers, recruitment, layoffs or terminations, rates of compensation and in-service or apprenticeship training programs.

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

Therefore, the Parties are committed to working together to create a more equitable, diverse, and inclusive environment that allows the workforce to thrive and the State to be an employer of choice. In order to comply with this Article, the State shall provide information currently tracked for the Workforce Report and in addition, within 30 days of the implementation of a statewide Human Resources Information System (HRIS) for Agencies and any applicable IHEs, the State shall track hiring, rewards and recognition, promotions, demotions or transfers, layoffs, and terminations for the protected classes listed in the Workforce Report, as available in the HRIS implemented and/or for State Entities not on the HRIS implemented, any other tracking method used. Upon request from COWINS, the tracked information shall be provided to COWINS within 30 days of such request up to twice a year.

## 8.2 Advancing Equity for All Plan of Action

The Parties shall pursue a comprehensive approach to advancing equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. Affirmatively advancing equity, civil rights, racial justice, and equal opportunity is the responsibility of the whole of our State government. Because advancing equity requires a systematic approach to embedding fairness in decision-making processes, the State must recognize and work to redress inequities in its policies and programs that 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. Jointly seek legislation and funding of \$2,500,000 per fiscal year to establish an Equity Office with 10 positions within DPA and 9 additional positions within certain State Entities on July 1, 2022 that will support and hold accountable the equity, diversity and inclusion initiatives of the State and State Entities.
- B. Will mutually seek funding in the amount of no less than \$300,000 per fiscal year to expand the CSEAP program by 3 CSEAP resources to increase focus on multicultural and/or culturally-competent counseling services, mediation to resolve interpersonal employee conflicts, professional coaching to address problematic workplace behaviors, and training programs that encourage an inclusive workplace.
- C. 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. Additional funding to support adequate HRISs at IHEs will be a subject of State Entity Agreement negotiations.
- D. Within 60 days, or such other timeframe as agreed to by the Parties, the Parties will establish a Statewide EDI Task Force that will have no less than 1 representative for

every 1,000 Employees. The Parties shall appoint an equal number of State representatives and COWINS members and each shall appoint a co-chair to recommend the prioritization of the efforts that the State will engage in. These recommendations may be internally focused on improving the workplace for employees and/or externally focused in removing unlawful discrimination, racism, and barriers for historically underserved, marginalized people and communities and those adversely affected by persistent poverty and inequality from systems that support Coloradans.

- E. The Statewide EDI Task Force shall deliver their recommendations to the EDI Cabinet for feedback within 120 days of the date of this Agreement or such other timeframe as agreed upon by the Statewide EDI Task Force. For purposes of this Article, EDI Cabinet refers to a working group of cabinet members and EDI officers tasked with the promotion and coordination of EDI efforts.
- F. Upon the establishment of the Equity Office, the Statewide EDI Task Force will deliver their final report to the Equity Office to continue oversight of the initiatives implemented.
- G. Thereafter, the Statewide EDI Task Force shall determine if it will be dismantled as these initiatives will become topics in the Labor Management Committees and overseen by the Equity Office.

### 8.3 Potential Actionable Items for Statewide EDI Task Force Consideration

The Parties have agreed that, at a minimum, the Statewide EDI Task Force will consider the following actionable items and for those chosen to move forward, will prioritize and set reasonable timeframes and resources necessary for implementation:

- A. Using the State Equity, Diversity and Inclusion Executive Order and Universal Policy, the Statewide Labor Management Committee will partner with the Colorado Equity Alliance to discuss methods to assess whether agency policies and actions create or exacerbate barriers to full and equal participation by all eligible individuals. The purpose shall aim to identify the best methods, consistent with applicable law, to assist agencies in assessing equity with respect to race, religion, creed, color, national origin, gender, sex, sexual orientation, pregnancy and medical conditions related to pregnancy, marital status, age, ancestry, ethnicity, disability, gender identity, gender expression, genetic information, and military or veteran status.
- B. The Statewide Labor Management Committee may suggest State Entity's programs and policies for a review in order to assess whether underserved communities and their members face systemic barriers in accessing benefits and opportunities available pursuant to those policies and programs. The Executive Director of each State Entity, or their designee, shall conduct such review by partnering with an external EDI consultant specializing in organizational EDI assessments. Within a period of time recommended by the Statewide EDI Task Force, the State Entity will provide a report to the EDI Cabinet reflecting findings, including priorities and additional resources needed, on the following:



1. Potential barriers that underserved communities and individuals may face to enrollment in and access to benefits and services in State Entity programs;
  2. Potential barriers that underserved communities and individuals may face in taking advantage of State Entity procurement and contracting opportunities;
  3. Whether new policies, regulations, or guidance documents may be necessary to advance equity in State Entity actions and programs; and
  4. The operational status and level of resources available to offices or divisions within the State Entity that are responsible for advancing civil rights or whose mandates specifically include serving underrepresented or disadvantaged communities.
- C. Review and make recommendations on the allocation of State resources to advance fairness and opportunity. To this end:
1. The Parties will identify and prioritize opportunities to promote equity in allocation and expenditure of state fiscal resources by examining procurement and fiscal Rules as well as budget allocation recommendations. Additional funding to support IHEs' EDI initiatives will be a subject of State Entity Agreement negotiations; and
  2. The Parties will, in coordination with the State Entities, study strategies, consistent with applicable law, for allocating State resources in a manner that increases investment in underserved communities, as well as individuals from those communities. The Parties shall report the findings of this study to the EDI Cabinet.
- D. State Entities, as part of their EDI plan, will develop a plan to incorporate the voice of community residents to ensure that State Entity staff hear diverse perspectives and actively build relationships with a goal of full participation. This includes involving community partners in decision-making from the beginning to the end of projects, as well as measuring diversity and inclusion efforts on State boards and commissions appointed by the Governor's Office.
- E. State Entities will review and put an action plan together in their EDI plan to dismantle any inequities within State Entity policies, systems, programs, and services, and continually update and report State Entity progress through their EDI plan report out.
- F. State Entities will respond to any systemic procurement equity barriers as identified by the DPA's statewide procurement study.
- G. The EDI Cabinet will engage in statewide discussion about systemic inequities, how they impact the State's work and outcomes for all Coloradans, and actively facilitate change to create a culture of anti-discriminatory behaviors to be determined in the State Entity Agreement negotiations.
- H. Issues related to this Article shall be a topic of discussion at the Statewide Labor Management Committee meetings and presented in a report to the EDI Cabinet.

- I. The Parties will seek legislation and funding for a pay equity study of State employees. Such study will be overseen by DPA as outlined in Article 31.2. Once the report is complete, the Parties will seek funding to remedy any pay disparities going forward.

#### 8.4 State and State Entity Initiatives

Nothing in this Article 8 will prevent the State and State Entities from continuing any EDI initiatives including the implementation of any State Entity EDI plans. Such initiatives as well as tracking of data shall be a subject of State Entity Agreement negotiations.

### **Article 9 Partnership Agreement Dispute Resolution Process**

#### 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 Agreement and shall be resolved through the Partnership Agreement Dispute Resolution Process set forth in this Article. However, pursuant to the Rules, a dispute regarding actions that require a mandatory hearing of the State Personnel Board -- specifically disciplinary actions against Employees or any other action taken by a State Entity that adversely affects an Employee's base pay, status, or tenure -- may only be appealed to the State Personnel Board.

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 Whistleblower Act;
- B. The employment action appears to violate the Colorado Anti-Discrimination Act ("CADA");
- C. 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
- D. 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 dispute in accordance with this Article, rather than appealing a grievance decision or appeal under Chapter 8 of the Rules, the Employee will be required to sign a written acknowledgement that they are waiving the right to pursue an appeal through the Board or Director. The waiver form to be used by the Parties is appended to this Agreement as Appendix A. Nothing in this Agreement amends or alters any deadlines to appeal a grievance decision to the State Personnel Board or Director. Regardless of which avenue the Employee chooses to pursue a dispute/grievance, they may elect union representation by COWINS. The

provision of such representation on behalf of said Employee shall be at the sole discretion of COWINS.

In the event a court of competent jurisdiction determines or has determined that an Employee cannot waive specific rights to a hearing at the State Personnel Board, the Parties agree that such rights may no longer be waived. Additionally, if the court determines that an Employee is prohibited from bringing a claim under this Agreement, the Parties agree that such claim of the same nature may not be brought under the Agreement in the future. As per the provisions of Article 26 - Severability, all other provisions of this Article shall remain in full force and effect and the invalidated provision shall be subject to renegotiation by the Parties at the request of either Party within a reasonable period of time.

## 9.2 Partnership Agreement Dispute Resolution Process

Prior to initiating the Partnership Agreement Dispute Resolution Process described in this Article, the Employee(s) and/or COWINS may attempt to informally resolve the conflict concerning the interpretation, application or enforcement of any provision of this Agreement. Such informal resolution may include a meeting with the Employee(s) and COWINS to discuss the concern; any such meeting shall not unnecessarily delay or prevent an Employee(s) or COWINS from initiating the Level I process outlined below. If the conflict is resolved, there will be documentation reflecting that mutual understanding. If informal resolution is unsuccessful, the Employee(s) and/or COWINS may move to the Partnership Agreement Dispute Resolution Process as outlined below.

The Partnership Agreement Dispute Resolution Process shall be as follows:

### Level 1: State Entity Resolution Meeting

An Employee and/or COWINS shall submit the Partnership Agreement Dispute in writing via hand delivery or email to the State Entity's Human Resources Director or designee no later than 20 days from when the Employee knew, or should have known, about the facts giving rise to the Partnership Agreement Dispute. Such written Partnership Agreement Dispute shall identify the Article(s) of the Agreement and any associated law(s), policy(ies), and/or practice(s) identified in 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. If a Partnership Agreement Dispute is brought by multiple Employees, the written Partnership Agreement Dispute must specifically name, and identify how and when the violation affected each individual Employee.

A Partnership Agreement Dispute Resolution meeting shall be convened within 10 days of receipt of the written Partnership Agreement Dispute. If the Parties mutually agree in writing, a meeting may be waived. 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 any facts or 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 Employee(s) and COWINS may advance the Partnership Agreement Dispute to Level II.

#### Level II: State Personnel Director Resolution 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 to the 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. Such an appeal shall be limited to the Level I Partnership Agreement Dispute, and identify the reasons the Employee(s) and COWINS disagree with the State Entity's response and remedy sought.

The Director or designee shall have the authority to request additional information from or make inquiries of the State Entity, the Employee(s) and COWINS. The State Entity, the Employee(s) and COWINS 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 the Parties mutually agree in writing, a meeting may be waived. The Director or designee shall issue a response in writing within 30 calendar days of the meeting or waiver thereof.

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

#### Level III: Arbitration

Disputes unresolved at Level II may be brought to arbitration 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 with each party taking turns to strike one name until one 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 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, detailing whether the State Entity properly interpreted, applied or enforced the Agreement to the situation giving rise to the Partnership Agreement Dispute and, if not, citing specific facts and conclusions of law that specify why the State Entity did not properly interpret, apply, or enforce the Agreement. 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 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 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 State Designee

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

#### 9.6 Dispute Investigations

Stewards shall be permitted to conduct inquiries into potential Partnership Agreement Disputes on work time, after providing notification to their supervisor, subject to the limitations set forth in Article 5. All investigations by either Stewards or the State Entity shall be conducted with professional respect for confidentiality and shared on a need to know basis. Further, such Steward inquiries shall not be disruptive to business operations. State Entity employees may, but are not obligated to, participate in a Steward inquiry on non-work time.

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. 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 Paid Time

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.

### **Article 10 Filling of Vacant Positions and Retention**

#### 10.1 Job Postings

The State is committed to filling positions quickly and, when it proceeds to fill a vacant covered position through a competitive process as outlined below, will normally strive to post a position within 15 days of becoming vacant, and shall keep the job posting posted for a minimum of 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.

As an equal opportunity employer, the State agrees that the use of a numeric rubric in the comparative analysis process is a best practice; the comparative analysis process will be determined prior to posting. The process should indicate if a non-numeric rubric will be used for the comparative analysis phase. 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 phase.

Relevant years of State service should be considered as a preferred qualification 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 following selection process for determining the awarding of posted covered positions shall be followed by the State:

- i. **Minimum Qualification Review:** 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. At

- the request of the internal applicant, more specific information on the minimum qualifications not met can be requested from a Human Resources representative.
- ii. 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 should be considered as a preferred qualification and given weight under the process. 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.
  - iii. Referred for Interview: The panel will evaluate interviewees using consistent 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 that interact with the vacant position, if any, and invite at least one Employee who has volunteered to be on the interviewing panel.
  - iv. 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 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.

### 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 will include, but not be limited to, the job posting, applications and resumes, information reflecting the comparative analysis process that was selected prior to posting, interview questions, 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;
- 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.

#### 10.5 Retention of Employees

The Parties shall make it a subject of discussion for Labor Management Committees (LMC's) 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 Job Classifications and Position Descriptions**

### **12.1 Job Classification Changes**

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.

A system maintenance study is the process used to determine class and/or pay grades to properly place all affected positions 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.

### **12.2 Position Descriptions**

In the event an Employee believes their position description does not accurately reflect their ongoing, non-temporary job responsibilities, the Employee may request in writing to their Appointing Authority to have the State perform a job evaluation by a Human Resources professional at the Employee's State Entity certified by the State in job evaluation. If the job evaluation concludes that the ongoing, non-temporary job duties were outside the job class in the position description, Human Resources, the supervisor and the Appointing Authority, or the Appointing Authority's or supervisor designee, and Human Resources shall decide either to reallocate the position or remove those additional job duties. If the Appointing Authority or the Appointing Authority's designee decides to proceed with an upward reallocation, the

reallocation shall take place within 30 days following the completion of the job evaluation. The State shall provide to COWINS a complete up-to-date list of all Appointing Authorities.

An Employee or supervisor may request of Human Resources that the upward reallocated position not be posted and the State may comply with the request if permitted by law. If posted, the posting shall note it is a reallocation currently performed by a State employee. The State shall not use this process to avoid fair and equitable filling of vacancies or promotions.

### **Article 13 Seniority**

Seniority is total state service beginning from date of hire, plus up to 10 additional years (rounded to the next whole year for partial years) of military service for those eligible for veteran's preference. Total state service includes permanent status and State employment outside the state personnel system, but does not include any time not employed by the State.

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.

### **Article 14 Work Schedules and Breaks**

#### **14.1 Change in Shift Length for a Group of Employees**

When a State Entity is considering changing the shift length for 5 or more of its Employees, and if the change in shift length would last longer than 30 days, the State Entity shall first conduct an Employee survey of those impacted Employees prior to enacting any change. The survey shall include an option for impacted Employees to select their preferred shift length(s). The State Entity shall provide prior written notification to COWINS of the intent to conduct a survey, and the State Entity shall conduct the survey within 30 calendar days of the notification and provide the aggregate survey results to COWINS and impacted Employees upon completion. While the State Entity retains the discretion to ultimately change the shift length, the results of the Employee survey shall be a primary factor in its decision. The State Entity shall implement the changes in shift length(s), if any, no earlier than 30 calendar days after the dissemination of the Employee survey. Seasonal based/established business cycle shift changes are not subject to this Section and shall be covered by State Entity Agreements but no terms negotiated will be more restrictive than those provisions provided for in this Section of Article 14.

#### **14.2 Individual Employee Change in Days to Work, Shift Work Hours or Job Location**

Changes to an Employee's regularly scheduled shifts, days to work, and/or job assignment location shall not involuntarily occur without first discussing the change with the Employee where the Employee and their supervisor strive to reach documented mutual agreement on the change(s). In any event, no change should be made without at least 10 calendar days' notice except in urgent or emergency situations where change could be immediate. Employees who have been mandated to change their shift and/or days off because of a

documented urgent or emergency situation shall not be kept on the new schedule for more than 30 calendar days unless the documented urgent or emergency situation lasts longer than 30 calendar days.

Nothing in this Section 14.2 affects the ability of the State Entity to change assignments of work locations of less than 20 miles.

#### 14.3 Breaks and Meal Periods

Non-exempt Employees shall be allowed a minimum of 15 minutes of paid break for every 4 hours worked and a minimum 30 minute duty-free meal period during a workday lasting 5 hours or more. 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.

Exempt Employees shall not have their work day extended solely due to taking a scheduled meal period.

#### 14.4 Miscellaneous

Shifts and schedules, including breaks, and meal periods, and shift length changes, shall be a subject of State Entity Agreement negotiations.

Nothing in this Article 14 affects Flexible Work Arrangements as outlined in Article 15.

### **Article 15 Flexible Work Arrangements**

#### 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, 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, reduced hours/part-time, and job sharing.

The Appointing Authority is ultimately responsible for approving FWA based on the criteria included in this Article. The FWA may be discontinued, revoked, revised, or limited upon giving reasonable notice to the Employee and only if there is change resulting in the Employee no longer meeting the criteria listed in this Article. It is understood that the FWA may not be suitable for every Employee or every position.

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 work week. 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 a 8am-5pm 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 work week. 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 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.

#### 15.7 State Entity Agreements

Flexible Work Arrangements shall be a subject of State Entity Agreement negotiations.

## Article 16 Overtime, On Call, and Call Back Pay

### 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 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 emergency 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 7 or more consecutive days.

### 16.3 Compensatory Time

Non-exempt Employees who agree to take compensatory time in lieu of overtime pay must indicate that agreement to the State Entity in writing.

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: (1) at the time of termination, (2) at the time of a transfer to another position; (3) at the end of a fiscal year; or (4) 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 Pay

On-call pay is additional pay beyond base pay for Employees specifically assigned, in advance, to be accessible outside of normal work hours and where freedom of movement and use of personal time is significantly restricted. Eligible classes and the rate are published in the annual pay plan. A State Entity may designate eligibility for individual positions in classes not published and maintain records of such on-call designations. The time Employees are on-call shall be paid at \$5 per hour, excluding mid-level providers whose on-call pay shall not be less than the amount reflected in the Annual Pay Plan as of the date of this Agreement. When an Employee is called in or back to work, they shall receive their regular rate of pay or overtime pay, whichever applies, for hours worked or 2 hours pay, whichever is more. Once an Employee is called into work, such time will be considered work time and will be counted towards the 2 hours.

#### 16.6 Scheduling On-Call Assignments

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

#### 16.7 Call Back Pay

Call back pay applies when an eligible Employee is required to report to work before the start or after the end of a scheduled shift. An Employee does not have to be on-call to be eligible for 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 does not apply; instead, if applicable, the Employee may earn overtime or compensatory time. When call back applies, a minimum of 2 hours of the Employee's regular base pay is guaranteed. Once an Employee is called into work, such time will be considered work time and will be counted towards the 2 hours. Eligible Employees are those who are eligible for overtime, and any call back time is counted as work time for overtime calculation purposes. Employees exempt from overtime are eligible for call back pay when approved by the State Entity Agreement.

#### 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 may 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.

### 18.3 Rule 6-10 Meeting

In addition to the criteria outlined in Rules 6-9 and 6-10, when conducting a Rule 6-10 meeting, the Appointing Authority will make available to the Employee any available documentation and evidence that will be discussed in the meeting, in advance, unless prohibited by law. All 6-10 meetings shall be conducted with mutual respect.

When an Employee chooses a COWINS Representative to attend the meeting, the Representative will participate 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 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 their 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 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.



### 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 representatives attending an LMC meeting shall be on paid time as outlined in Article 5.

### 23.2 State Agency LMCs

Additionally, LMCs shall be established at State Entities through the State Entity Agreement negotiations.

## **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, pre-approved by the State Entity and which the State Entity and Employee mutually agree is directly related to the Employee's job or future promotional opportunity with the State, and is designed to enhance performance, is considered work time. The Employee must request 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. Approval by the State Entity shall not be unreasonably denied.

### 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 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.

## 24.5 Tuition Benefits

Upon appropriation of funding, a program at DPA shall be established to reimburse Employees for successfully completing education courses. Tuition 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; or
8. Other similar classes or courses as those listed in numbers 1-7.

The program funding, if appropriated, shall be in addition to any applicable State Entity tuition assistance or reimbursement policy.

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.

The Parties agree to seek \$500,000 each fiscal year, through June 30, 2025, towards tuition reimbursement for state workers. The State agrees that additional funding for the management of the program is separate from this amount.

## **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 through June 30, 2025, the State agrees to absorb the first \$20 million of any increase. In the event the increase exceeds \$20 million in any fiscal year, the Parties shall meet to discuss and attempt to resolve the State and Employee cost sharing of the amount above \$20 million.

### 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, 2025. 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 (1/4) 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 Across the Board Increases

On July 1, 2022 all Employees shall receive an Across the Board (ATB) increase of 3.0%

On July 1, 2023 all Employees shall receive an ATB increase of 3.0%

On July 1, 2024 all Employees shall receive an ATB increase of 3.0%

### 31.2 Pay Equity Study

In order to address direct work experience outside the State, as well as pay equity concerns around gender, race, and other protected classes, the State, through the EDI Task Force, will

conduct a pay equity study during state fiscal year 2022-2023 that will be completed by September 30, 2022. The EDI Task Force shall create the criteria and review the proposals to procure the vendor to conduct the study by June 30, 2022. The EDI Task Force shall inform the State and COWINS of the results of the pay equity study within 10 days of the completion of the study.

The Parties agree to seek \$500,000 for the pay equity study. In order to meet the deadlines above, the request to fund the pay equity study will be submitted as a supplemental budget request in FY 2021-2022.

### 31.3 Reopening of Agreement Impacting Wages

The Parties shall meet to reopen Articles 31 and 32.5 to negotiate over pay cycles, and wages for state fiscal years 2023-2024 and 2024-2025 based on the results of the pay equity study. Reopening of the Agreement for this purpose shall be limited to these Articles, or, if mutually agreed upon between the Parties, any other article with an economic impact. It is the intent that the negotiations include discussing steps that take into account years in job classification, the pay equity study, and budget constraints. After the conclusion of negotiations, the State will incorporate any agreed upon change in its November 1, 2022 budget request for implementation on July 1, 2023.

### 31.4 Minimum Wages for State Employees

On July 1, 2022 the State shall institute a minimum pay of \$15 an hour. Any pay grade that has a minimum of less than \$15 an hour shall be amended in the Total Compensation Report to reflect a minimum pay of \$15 an hour.

Non-base building bonuses or other incentives shall be a subject of State Entity Agreement negotiations.

## **Article 32: Pay Differentials and Stipends**

### 32.1 Shift Differential Pay

- A. 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.
- 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 pm 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

- A. 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.
- B. 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)

- C. 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.
- D. 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, it's 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 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.

#### 32.4 Report in 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 4 hours pay or 4 hours of work.

#### 32.5 Pay Cycle

Changes to Employee pay cycles to biweekly pay shall be a topic of negotiations triggered by Article 31.3.

#### 32.6 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.

#### 32.7 Uniforms

Uniforms shall be a subject of State Entity Agreement negotiations.

#### 32.8 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.

#### 32.9 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](mailto: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

In witness thereof, the parties hereto, by the authorized representatives, have executed this 2021-2024 Partnership Agreement between COWINS and the State of Colorado.

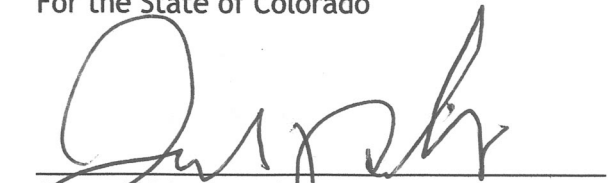
For COWINS

For the State of Colorado



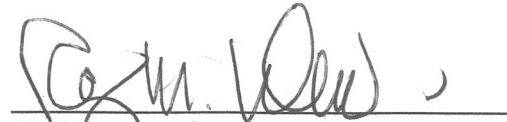
---

COWINS Executive Director, Hilary Glasgow



---

Governor of Colorado, Jared Polis



---

COWINS President, Skip Miller