

# **CONTRACT**

**Denver Newspaper Guild-CWA Local  
37074  
AFL-CIO-CLC**

**and**

**Colorado WINS  
Local 1876**

**EFFECTIVE**

**November 15, 2016 – June 30, 2017**



## **MISSION STATEMENT**

Colorado WINS' organizational mission is to improve the lives of working people and their families. The parties agree that our joint mission is to advance the interests of Colorado WINS members, to build power for all working people and to be a leader in the progressive labor movement. To that end all parties agree to strive to provide a workplace that serves as a model for our mission and our members.

### **Article I** **General**

#### 1. Recognition

- a. Colorado WINS (the Employer and/or COWINS and/or WINS) recognizes the Denver Newspaper Guild-Communications Workers of America Local 37074 (the Union and/or DNG) and its successors or assigns as the exclusive bargaining representative of its employees regarding wages, benefits and all other working conditions.
- b. Represented employees includes those in the job titles listed below and employees in any new job title or position established by the employer that does not meet the criteria for exemption from the bargaining unit under the Labor-Management Relations act, subject to negotiation. The Employer understands that the Guild has an interest in retaining the duties performed by employees in the bargaining unit. Likewise, the Guild understands that the Employer has an interest in changing its staff structure as the nature of the organization evolves. Therefore, both parties agree to address concerns related to restructuring through the LMC process.
- c. Current covered job titles include the following:

Lead Organizer  
Organizer  
Grievance Coordinator  
Sr. Organizer  
Communications Coordinator  
Organizer In Training  
Office Manager  
Political Coordinator/Data Specialist

The responsibilities and duties of each job title listed above shall be contained in a job description to be created by management with input of the Guild through the LMC. No job description shall be altered without input of the Guild through the LMC. Should the Employer create a new position that is not considered an exempt management position and that is covered by this contract, the Employer

shall furnish the position and its description to the LMC for input by the Guild as to the job classification and grade of the position

- d. Confidentiality of Office Manager. As the Office Manager may at times be privy to information of COWINS management that is confidential in nature, the parties agree that the Office Manager will keep all information and documents in his or her possession in confidence and not disclose any of the information to the union or its representatives.
- e. Lead Organizers. At times, Lead Organizers are included in discussions with management that contains confidential information. Leads are expected to protect the confidentiality of such information and shall not share such information with other bargaining unit employees without approval from management of COWINS. When these discussions arise, management shall inform the leads that the discussion is to be held in confidence, so there is not room for misinterpretation on the nature of confidentiality. Lead Organizers may be subjected to progressive discipline for failure to fulfill the Lead Organizer role as described above.
- f. Bargaining unit employees shall be evaluated by exempt managers employed by COWINS.

## 2. Employment Classifications

- a. Permanent Employee. A permanent employee is one who regularly works 35 hours or more per week and does not have a specific project end date or termination date.
- b. Project Employee. A project employee is one who is hired for a specific project, not to exceed nine (9) months. Time spent, as a project employee shall be credited toward satisfying the probationary period for the particular job involved. When a project employee is converted into a permanent employee, he/she shall serve a probationary period as defined under Article II of this agreement. Upon approval from the immediate supervisor and the Executive Director or his/her designee, the project end date can be extended or terminated based on campaign needs.
- c. Part-time Employees. A part-time employee is one who regularly works less than thirty-five (35) hours per week. Permanent part-time employees shall receive prorated leave benefits. Compensation and other benefits extended to full-time employees including health and welfare coverage shall be set pursuant to the agreement of DNG, as representative of the employee, and WINS.

## 3. Nondiscrimination Policy

- a. This policy is intended to apply to recruiting, hiring, promotions, upgrading, layoffs, compensation, benefits, termination, and all other privileges, terms and conditions of employment. COWINS shall not discriminate against any person or employee because of race, color, religion, sex, sexual orientation, gender self-identification, age, national origin, disability, veteran status, HIV status, immigration status or union activity.
- b. The procedure for dealing with complaints of discrimination or harassment is as follows:
  - i. Report the alleged incident(s) as soon after the incident occurs as possible to his/her supervisor, the Executive Director or his/her designee. The individual is not required under this procedure to complain directly to the offending individual.
  - ii. When discrimination or harassment is alleged, if appropriate, the Executive Director or his/her designee will attempt to resolve the matter informally. The Director, Executive Director or his/her designee may offer the person making the complainant ("complainant") his/her assistance in mediating a resolution. Such mediation may include setting up and participating in meetings among the complainant, the accused, and appropriate managers or supervisors in their departments.
  - iii. If the nature of the allegations makes such informal efforts inappropriate or those efforts do not resolve the matter, the Executive Director or his/her designee will ask the complainant to promptly file a written complaint. That complaint should describe the alleged discrimination or harassment in as much detail as possible, including a description of what occurred and the dates, times and places of the incident(s). The complainant also should submit the names of individuals who he or she believes have information relevant to the investigation.
  - iv. The Executive Director or his/her designee will inform the individual alleged to have engaged in discrimination or harassment of the complaint, and will give her or him the opportunity to respond to the allegations and to submit the names of individuals who she or he believes have information relevant to the investigation.
  - v. The Executive Director or his/her designee will promptly conduct an investigation to determine whether or not discrimination or harassment has occurred. That investigation generally will include meeting with the complainant, the accused, and other individuals who may have relevant information, as well as reviewing relevant documents. The investigation will be conducted promptly, thoroughly, and impartially and in as confidential a manner as is possible consistent with proper investigation of the complaint.

- vi. At the conclusion of the investigation, the Executive Director, or his/her designee will submit findings to the Executive Director.
  - vii. If the investigation establishes that discrimination or harassment has occurred, COWINS will take prompt and appropriate action. This may include corrective action designed to end and to remedy the discrimination or harassment and to prevent it from recurring. Action also may include imposition of sanctions against the discriminator/harasser, ranging from reprimand to termination. COWINS will inform, in writing, both the complainant and the accused of the outcome of the investigation.
  - viii. If the investigation establishes that discrimination or harassment has occurred, the Executive Director or his/her designee will make follow-up inquiries to ensure that the discrimination or harassment has not resumed and that neither the complainant nor any other individual has been subjected to any retaliation for having complained of the discrimination or harassment, reported an incident of apparent discrimination or harassment, or provided information during the investigation.
- c. This policy and procedure applies to all employees.
  - d. The Union may grieve actions or inactions of management on behalf of the complainant and/or accused.

#### 4. Union Rights and Membership

- a. No less than thirty (30) calendar days following the execution of this Agreement or not less than 30 calendar days following the beginning of employment, whichever is later, all employees covered by this Agreement shall, as a condition of continued employment, become and remain members in the union or remit agency fees equivalent to dues to the union, whenever employed under and for the duration of this Agreement.
- b. Upon receipt of a properly signed form, WINS agrees to deduct all dues, fees and COPE contributions and remit same to DNG or their designated recipient.
- c. The Union shall have access to all new employees consistent with the following conditions:
  - i. At least one (1) hour of the new employee's work time during the first week of employment shall be reserved to facilitate a meeting between the employee and a union representative.
  - ii. Each new employee shall be given a copy of this Agreement and shall be made aware of the union security provisions in this agreement upon hiring.
  - iii. WINS shall give written notice to the union of employee status changes weekly. These status changes include but are not limited to new hires,

terminations, change of job title, change of job classification and change of address.

5. Management Rights

Except to the extent expressly abridged by a specific provision of this Agreement, COWINS reserves and retains, solely and exclusively, all of its right to manage Colorado WINS and its activities.

6. Labor Management Committee

- a. In a mutual effort to avoid misunderstandings, to facilitate the correct application of bargained terms and conditions, to provide a forum for discussion of concerns as they arise; and to improve communications throughout the organization, COWINS management and the union agree to establish a Labor Management Committee composed of up to 5 representatives each from WINS and the bargaining unit. At least 2 representatives of COWINS Management and 2 representatives of the bargaining unit shall be present to convene a meeting of the Labor Management Committee.
- b. The Labor Management Committee shall meet within 30 days of the execution of this agreement. Meetings shall be convened at least monthly thereafter at mutually agreeable dates and times. Monthly meetings may be postponed or cancelled via mutual agreement of WINS and the bargaining unit representatives.
- c. The purposes of the Labor Management Committee shall include but not be limited to:
  - i. To identify and address employee concerns as promptly as possible
  - ii. To raise and expedite resolution of workplace issues as they arise, and before they escalate to the grievance stage
  - iii. To discuss changing and developing operational needs and strategic planning or other campaign changes that affect staff's ability to perform their assigned duties
  - iv. To foster a productive and collaborative work environment
  - v. To provide staff with an opportunity for input to the staff training and evaluation process
  - vi. To discuss transfers and criteria for transfers
  - vii. To achieve these goals efficiently the Labor Management Committee may agree to form ad hoc committees.
  - viii. To review request for exceptions to the relief time policy.
  - ix. To review and attempt to resolve grievances of contract interpretation as referred to the LMC pursuant to Art. II, 2.c.i. Should the members of the LMC fail to reach an agreement on resolution of the grievance, the LMC

will reduce the outcome to writing and the DNG will retain all of its rights to seek review pursuant to Art. II, 2.c.iii, Step 3.

- x. In election years the LMC will meet at least twice prior to the start of election season in order to collectively set goals and expectations between management and staff. The meetings will serve to set reasonable expectations for staff participation in campaign activities.

## **Article II**

### **Probation, Discipline, Discharge, Personnel Files, Evaluations**

#### **1. Probation**

- a. The probationary period for new field employees shall be six months with an extension of the probation for a period not to exceed six months at management's discretion. A written evaluation shall occur at the field employees third month of employment. A written evaluation shall occur again prior to a field employee's sixth month of employment. If a six month written evaluation and written notice of extension have not been promulgated prior to the conclusion of the six month probationary period the probationary period shall not be extended. The promotional trial period for promoted staff shall be the same as stated in this section.
- b. Administrative Support Staff probationary period shall be four (4) months. Organizers in Training hired directly from an apprenticeship program with SEIU, or AFT will have their time served as an apprentice credited toward their six month probationary period.
- c. If an employee is out on sick leave or unpaid leave in excess of a total of fifteen (15) work days during his/her probationary period, the probationary period shall be extended by the number of work days missed at the discretion of Management. All probationary employees shall be covered by all provisions, terms and conditions of this agreement except in cases of just cause for discharge. In such cases probationary employees shall be considered at-will employees.

#### **2. Discipline, Discharge, Personnel Records, Evaluations**

- a. No employee shall be disciplined or discharged without just and sufficient cause.
- b. COWINS shall use reasonable progressive discipline standards when contemplating disciplinary actions. For performance and general attendance issues, the first step in the disciplinary process shall be a verbal warning. After a verbal warning is issued, management shall create a written document summarizing the warning. Copies of the document shall be given to the employee, placed in the employee's personnel file, and mailed or emailed to the DNG office.



- c. Employees shall have the right to have a union representative or representatives be present at any discussion with the employer that is of an investigatory nature where discipline may be contemplated, where formal discipline will be administered, and in all grievance meetings. An employee shall be given reasonable advance notice when such discussion is scheduled and the employee shall be informed of the nature of the complaint against him or her. The discussion shall not proceed until the Union representative or representatives are given a reasonable opportunity to be present. The affected employee and the employee's representative or representatives shall be granted adequate paid time off from their regular duties to attend such meetings.
- d. COWINS will maintain personnel files for each employee. An employee may review his or her file upon request. A copy of any formal disciplinary document placed in an employee file also shall be given to the employee and mailed to the DNG. An employee may place reaction material in response to any item in his or her file. A disciplinary document shall remain in the employee file for not more than one year from the date of the incident, unless there is a justifiable reason to retain the documentation in the file. The parties recognize and agree that the nature of some disciplinary infractions may require that they be kept in the file for longer than one year. Any disciplinary notice not removed after one year will be identified and reviewed by WINS and DNG.
- e. An employee shall have the right upon reasonable request, to review the contents of his/her personnel file. COWINS maintains only one personnel file per employee. Copies of an employee's personnel file may be obtained by the employee himself/herself in person.
- f. Performance evaluations of employees who have completed probation shall be conducted annually for each employee by the senior manager to which the employee reports, to be completed within thirty (30) days of the employees anniversary date. All performance evaluations shall include documented employee self-evaluations and be a comprehensive review of all aspects of their work as related to the job description or other duties that have been assigned, as well as any relevant data concerning their work product. The employee is encouraged to submit, along with their self-evaluation, any relevant information for consideration by the manager. For field staff, evaluations may include any relevant documentation, including but not limited to membership and leadership development data. The field director shall not rely solely on such data, but shall seek and consider input from the senior lead organizer, lead organizers, the viability for growth of the assigned group of workers, the employee's self-evaluation and direct input from the employee in making the evaluation. Further, the field director shall take into consideration changed assignments throughout the performance period which may have affected the employee's ability to meet particular goals.

- g. Annually, the Guild, through the LMC, shall have the opportunity to offer an evaluation of the executive director by January 31st for the preceding year. Criteria and forms for employee and leadership evaluations shall be created by the Employer with the input of the LMC.

### 3. Grievance, Mediation and Arbitration Procedure

- a. Grievance. A grievance within the meaning of this Agreement shall be any complaint by one or more employees, which involves the interpretation or application of, or compliance with, the provisions of this Agreement, or laws, or any issue affecting the relations of employee and the employer. All grievances shall identify the Article(s) and Section(s) of the Agreement alleged to have been violated and shall specify the remedy requested.
- b. Decision Maker. For the purpose of this subsection 3, a decision maker shall be defined as the managing supervisor or the person empowered to resolve the matter at issue.
- c. Procedure. Employees and managers are expected to make their best effort to resolve issues informally and at the lowest level prior to filing a grievance. Should such informal resolution fail, a grievance shall be processed as follows:
  - i. Step 1. An employee, steward, or other representative of the union shall file the grievance in writing not later than fifteen (15) business days after the date of the event upon which the grievance is based or the date on which such event should reasonably have become known and shall be sent or delivered to the lowest level decision maker. If the grievance involves a matter of contract interpretation, the grievance will be referred to the LMC for consideration and discussion by the parties. All relevant timelines will be stayed pending consideration by the LMC. Within ten (10) working days after receipt of the grievance the decision maker shall schedule and hold a meeting or conference call with the grievant(s) and his/her union steward for the purpose of attempting to resolve the grievance. Within five (5) working days after the conference call the grievant(s) shall be sent a written response by the designated Employer representative. A copy of that response also shall be sent to the Union.
  - ii. Step 2. If the grievance is not resolved at Step 1, the union may request that the grievance progress to Step 2 by notifying the employer within ten (10) working days of receipt of the employer's Step 1 response. Within ten (10) working days after receipt of the grievant's request, the executive director or his/her designee shall schedule and hold a meeting or conference call with the grievant and his/her Union representative in an attempt to resolve the grievance. Within five (5) working days of that meeting or conference call,

the Employer shall provide the grievant a written response. A copy of that response also shall be sent to the Union.

- iii Step 3. If a grievance is not resolved to the union's satisfaction at Step 2, the Union may submit the grievance to arbitration, provided that a written request for arbitration must be sent to the Employer within twenty (20) working days after receipt of the Employer's Step 2 answer. Upon the Employer's receipt of such a timely request, the parties shall then jointly request a list of seven (7) impartial arbitrators from the American Arbitration Association or Federal Mediation and Conciliation Service. The parties shall then promptly select an arbitrator by mutual agreement or by striking the list. The arbitrator shall render an award within thirty (30) days after the hearing has ended or briefs have been received, whichever occurs later. The arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employee(s). The fees and expenses of the arbitrator shall be borne equally by both parties, except that if any expenses are incurred because a party unilaterally withdraws a case then that party alone shall bear any such expenses.

d. Miscellaneous

- i. Extensions of the aforesaid time limits may be mutually agreed upon and shall be confirmed in writing. Unless an extension is mutually agreed upon between the Employer and the Union, the time limits set forth herein shall be applicable. A failure by the Union or employee at any step of the grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the Employer's decision rendered at that step.
- ii. A failure by the Employer at any step of the grievance procedure to attempt to schedule and hold a meeting or conference call or to respond to a grievance within the specified time limits shall result in the grievance being automatically moved to the next step without written appeal from the Union. In addition, if there is no response from the Employer to Step 2 of the grievance procedure the union may, at their discretion, submit the grievance directly to arbitration.
- iii. Employees shall not suffer any loss of pay for time spent attending an arbitration hearing and/or participating in Step 1 or 2 meetings or conference calls. In the event an arbitration hearing or grievance meeting is conducted outside of the vicinity of the grievant's regular worksite, the Employer shall pay one-half of the travel expenses of the grievant.

- iv. Once an employee or the Union has filed a grievance, all subsequent notices and documents shall be sent to the designated Union steward or other representative as well as the grievant.

### **Article III** **Work Life**

#### 1. Transfers

Generally, the work of COWINS employees will be in Colorado. It is within the discretion of the Employer to ask for volunteers to work on out-of-state assignments. An assignment to work in a different part of the state for a period not exceeding two (2) weeks is not considered a transfer. COWINS shall give employees as much notice as is possible upon learning of the need for assignment in a different part of the state and shall consider any concerns expressed by the affected employee regarding the assignment when making a final decision. COWINS shall pay for all expenses as provided for in this Contract.

- a. Temporary Transfer. A temporary transfer shall be defined as any new assignment of a period exceeding two (2) weeks but not exceeding six (6) months which requires an employee to reside in a new location but which does not require an employee to permanently relocate residency.
  - i. One (1) week prior to any temporary transfer, a written announcement of the vacancy on the work assignment which requires any transfer shall be sent to all staff asking for volunteers to fill that vacancy. The written announcement shall include the nature of the assignment, the duration of the assignment, general duties, location of the assignment, and the supervisor's name. Prior to any transfer, all conditions of employment shall be finalized. An employee temporarily transferred for more than thirty (30) days shall accrue an additional day of vacation leave for each month thereafter while temporarily transferred.
  - ii. In the event that no employees volunteer to fill the vacancy or no volunteer is found suitable for the new work assignment, management may select an employee to fill the vacancy. The personal needs of any employee, either volunteer or selected by management, will be taken into consideration by COWINS when making a decision to fill any vacancy which would require any transfer.
  - iii. At point of notice of such a transfer, the employee's immediate supervisor shall initiate a discussion with the employee which shall include feedback on the employee's work on their current work assignment and information on the new work assignment. The discussion shall be documented and a memo will be sent to the employee. This document shall not be considered

a disciplinary action and must be included in the employee's personnel file. Employees shall have the right to respond in writing.

- iv. Employees shall receive one (1) week to relocate to the new work assignment. If an employee is required to drive to a temporary assignment, Colorado WINS shall fully reimburse any expenses incurred including lodging and meals. The travel policy shall not be applied arbitrarily or capriciously.
- v. Employees must drive to any assignment with the duration of one (1) month or more. Supervisors may exercise discretion in making exceptions based on the duration of the assignment. No employee will be required to drive more than eight (8) hours in a day.
- vi. While on a temporary transfer, Colorado WINS shall bear the expense of any lodging or car rental required. Employees shall receive per diem at the expense of Colorado WINS for each day they are on temporary transfer.
- vii. Colorado WINS shall bear the expense of transportation to allow an employee on temporary transfer to return home when possible on every other weekend or the equivalent days off after the assignment begins. If work assignments require the employee to work on such a weekend, then mutually agreed upon alternate arrangements shall be made including alternative time to travel home, or arrange for the employee's spouse, partner, or significant other to travel to the employee's temporary work location at the expense of Colorado WINS. If an employee is required to drive to the temporary work location and arrangements to travel home are made as such that the employee will be without their car while at their home base, Colorado WINS shall fully reimburse for any car rental.

b. Permanent Transfer. A permanent transfer shall be defined as any new assignment of a period that is expected to exceed six (6) months which requires an employee to relocate residency due to the assignment location. Two (2) weeks prior to any permanent transfer, a written announcement of the vacancy on the work assignment which requires any transfer shall be sent to all staff asking for volunteers to fill that vacancy. The written announcement shall include the nature of the assignment, general duties, location of assignment and the supervisor's name.

- i. In the event that no employees volunteer to fill the vacancy or no volunteer is found suitable for the new work assignment, management may select an employee to fill the vacancy. The personal needs of any employee, either volunteer or selected by management, will be considered by COWINS when making a decision to fill any vacancy which would require any transfer.

- ii. At point of notice of such a transfer, the employee's immediate supervisor shall initiate a discussion with the employee which shall include feedback on the employee's work on their current work assignment and information on the new work assignment. The discussion shall be documented and a memo will be sent to the employee. This document shall not be considered a disciplinary action and must be included in the employee's personnel file. Employees shall have the right to respond in writing. Prior to any transfer, all conditions of employment shall be finalized.
- iii. Employees shall receive thirty (30) days notice of any permanent transfer and an additional thirty (30) days to make the relocation of residency permanent. During the entire sixty (60) day period, Colorado WINS shall pay for temporary housing as necessary until the employee finds permanent housing. Employees shall also receive reasonable time off with pay to relocate residency. An employee who, as a result of a mandatory transfer, is forced to breach a lease agreement or to pay rent on two locations, will be reimbursed for costs associated with such breach or dual rent.
- iv. An employee notified of permanent transfer shall have the right to resign within seven days of final notice and receive one week of severance pay for each year of service to a maximum of six weeks' severance.
- c. Employees shall not be held responsible for work on their scheduled days off.

## 2. Holidays

- a. Each calendar year, COWINS shall allow time off with pay for the following holidays:

Martin Luther King's Birthday  
President's Day  
Friday before Easter  
Memorial Day  
Independence Day  
Labor Day  
The Day Recognized by Others as Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's day

- b. In the event a holiday falls on a Saturday, the preceding Friday shall be observed. In the event a holiday falls on a Sunday, the following Monday shall be observed.
  - c. In recognition that COWINS employees come from diversity of religious and ethnic backgrounds, and in keeping with the COWINS non-discrimination policy; an employee may request a substitute holiday for any one of the above recognized holidays for their own personal religious observation. This request shall not be unreasonably denied.
  - d. When work assignments require that an employee work on a scheduled holiday, he/she shall arrange with the immediate supervisor to take an alternate day off within the same calendar year. Prior approval from the immediate supervisor is required for non-exempt administrative support staff to work on a scheduled holiday.
  - e. When a special event or meeting occurs on a holiday that is traditionally observed by an employee(s), requests from the employee(s) to be released from the assignment shall not be unreasonably denied.
3. Holiday Office Closure COWINS offices will be closed from December 26th through December 31st. Notwithstanding the provisions of subsection 2(a) and (b) employees will be responsible for responding to the needs of members as they arise during that week.
4. Vacation
- a. Employees shall be entitled to paid vacation leave. Vacation leave shall be provided from the date of hire. Vacation leave may be used as soon as it is provided.
  - b. For the purpose of subsection c, the amount of vacation earned per year for employees hired from a parent union (either Locals or Internationals) shall be calculated from the hire date with the parent union, provided the employee had no break in service over 30 calendar days with the parent union prior to their hire date with COWINS.
  - c. Vacation leave shall be provided according to the following schedule:
    - At the 3 month anniversary: five (5) days of vacation
    - At the 6 month anniversary an additional five (5) days of vacation, for the first year of employment
    - On the first anniversary date of employment, for the second year of employment: ten (10) days.

- On the second anniversary date of employment and each successive anniversary date through the sixth anniversary date (for employment years three (3) through seven (7)): fifteen (15) days.
  - On the seventh anniversary date of employment and each successive anniversary date through the seventeenth anniversary date (for employment years eight (8) through eighteen (18)): twenty (20) days.
  - On the eighteenth anniversary date of employment and each successive anniversary date thereafter (for employment years nineteen (19) and thereafter): twenty-five (25) days.
- d. In the event a paid holiday occurs during an employee's scheduled vacation, the employee will not be charged a vacation day but will, instead, be paid for the holiday.
- e. Upon separation from employment with COWINS, an employee shall receive cash payment for all earned unused accumulated vacation time.
- f. COWINS shall endeavor to comply with the employee's request for vacation time consistent with the operational demands of the organization. Employees may take vacation time each year in full day increments with at least five (5) days' notice. Request for concurrent vacations which cause undue staffing or scheduling problems shall be honored at the discretion the immediate supervisor. Employee requests for vacation time shall not be unreasonably denied.
- g. All leave available for any anniversary year must be taken before the end of that anniversary year, except that an employee shall be allowed to carryover into the next anniversary year up to ten (10) days of accrued vacation. In the event the employee is unable to schedule vacation for job related reasons, and is subject to the loss of earned vacation time, the employee may request, in writing, that any unused time in excess of the ten (10) days permitted, be carried over into the following anniversary year. Requests for carrying over unused vacation time shall not be unreasonably denied.

5. Sick Leave, Personal Days, Relief Days

- a. Sick Leave
- i. Employees shall be granted four (4) days of sick leave upon hire and one-half (1/2) day of sick leave for each two weeks' pay period, for a yearly total of seventeen (17) days in the first year of employment and thirteen (13) days a year thereafter. Sick leave shall be accumulated to a maximum of sixty (60) working days. Hourly employees may use sick leave for doctor and dental appointments and for illness of their spouse and children up to



eighteen (18) years of age. In addition, in extraordinary situations upon approval by their immediate supervisor and the COWINS Executive Director or his/her designee, an employee may use sick leave for an illness of members of the employee's immediate family irrespective of age.

- ii. Sick leave may be taken only after the two-week period in which it is accrued. Sick leave may not be taken in increments less than a full working day except for medical and dental appointments for the employee or child as specified above, or for illness of a child, unless an employee becomes ill during working hours. COWINS shall furnish each employee monthly each employee's current accrual of sick leave. At any time individual employees may receive an accounting of their current accrued sick leave by requesting a written leave Status Report from Personnel.

b. Sick Leave Bank

- i. A Sick Leave Bank shall be used in the event of serious illness or injury resulting in long-term absence from employment, or for parental leave. Each employee who wishes to voluntarily participate in the Sick Leave Bank shall donate a minimum of one (1) day, up to any number of days each year to the Sick Leave Bank, so long as the employee retains at least ten (10) days of sick leave for personal use. Donations shall be made by written notification to the Executive Director and DNG unit chair during the month of January or July each year, or for newly hired employees within ten (10) working days following completion of six (6) months of employment. Upon receipt of any such written notification, his/her voluntary participation shall be deemed to continue in effect unless and until the employee withdraws his/her authorization by written notification to the Executive Director.
- ii. The donated days shall be deducted from each individual employee's sick leave allotment. An employee participating in the Sick Leave Bank who has depleted first his/her sick leave and then any accrued annual leave that exceeds ten (10) days, and needs additional sick leave days as a result of any such serious illness or injury to themselves, family member or dependent, may draw any number of days in any calendar year from the Sick Leave Bank for his/her personal use. Employees must reapply for the Sick Leave Bank every ten (10) days and shall not be unreasonably denied. A request for sick leave days from the Sick Leave Bank must be accompanied by a letter from the employee's physician verifying the seriousness of the illness or injury.

- iii. The COWINS Executive Director or his/her designee and the DNG unit chair shall administer the Sick Leave Bank and shall have complete discretion regarding the number of sick leave days to be allotted to any individual employee provided that the amount does not exceed twenty (20) working days in any calendar year. The COWINS Executive Director or his/her designee shall make the final decision as to the number of days to be provided by the Bank.
- iv. Employees who cancel their voluntary participation in the sick leave bank forfeit all unused donated hours. Donated hours will remain in the balance of the sick leave bank for use by other employees.

c. Personal Days

New probationary employees shall be granted three (3) days of personal leave to be used during the first six months of employment. If the probation period is extended as provided in Article II, Section 1(a), the employee shall be granted three (3) days of personal leave to be used during the six month extension. Permanent employees who have passed probation will be granted three (3) days of personal leave on January 1st and three (3) days on July 1st of each calendar year. Personal leave may be used in half or full day increments for hourly employees. Such leave shall be for the purpose of the employee conducting necessary personal matters or in cases of emergencies or illnesses of family members. No employee shall have more than six (6) personal days on the books at any given time.

d. Relief time

- i. A relief day may be taken, subject to manager's approval, in whole day increments. Request for a relief day off shall not be unreasonably denied.
- ii. For full time, overtime exempt employees within the unit, the following provisions concerning relief time will apply. Employees will have at least one day off per calendar week and will have six days off within any four consecutive calendar weeks. In the event that either of these requirements is not met, the employee will be entitled to one and one-half recovery days for every scheduled day worked in excess of these limits.
- iii. The parties acknowledge that working weekends can be strenuous on organizer's personal life; however, the parties also acknowledge that the nature of organizing work necessarily requires that organizers will need to work nights and weekends as a regular part of their jobs. Where work may be accomplished during regular business hours, management will not unreasonably interfere in the decisions of an organizer or lead organizer as to when to accomplish that work.

Employees will accrue one additional relief day for every ten (10) cumulative nights away from home.

- iv. Relief time shall be used within twelve weeks from the date it was accrued, unless management and the employee agree on an extended period for the use of the time. Management will not unreasonably interfere in the use of relief time.

Notwithstanding the provisions of Sub-Section ii, overtime exempt employees may be required to work consecutive days for the period not to exceed twenty one (21) days prior to any political elections, the period not to exceed twenty one (21) days prior to a union election or ratification vote, any period not to exceed twenty one (21) days prior to a critical event at the legislature as agreed upon by the LMC, or any other period for an essential event as agreed upon by the LMC. Those employees who fulfill participation expectations during the extended campaign period shall accrue one relief day.

- e. Personal Holiday Leave – Birthday

Employees will be granted a personal holiday to be taken on employee's birthday or on another day suitable to COWINS and the employee. This personal holiday must be taken within the calendar year and cannot be carried over into the following calendar year.

#### 6. Unpaid Leaves of Absence

- a. Types of Leave: Leaves of absence for reasons other than disability, personal illness, family illness, parenting or military service, are granted at the sole discretion of COWINS.
- b. Requests for Leave: Staff requests for a leave of absence must be submitted in writing to their supervisor stating the purpose of the leave, the first date of the leave and the anticipated return date.
- c. Requests for Extension: If possible, an employee is required to identify the anticipated date of return from a leave of absence at the time the request for leave is made. Requests for extensions of leaves of absences must be submitted in writing with an explanation of the need for the extension and with, where applicable, medical documentation of the need for the extension. Extensions of leaves of absence shall be granted at the sole discretion of the employer.
- d. An employee returning from an approved leave of absence shall be guaranteed return to the same or equivalent position and shall be entitled to his or her same pay plus any across-the-board increases given during the first year of the leave.

- e. An employee, who wishes to return from an approved leave of absence earlier than anticipated, shall provide reasonable advance notice to their supervisor of the intended date of return.

7. Family and Family Medical Leave

- a. Colorado WINS will fully comply with all provisions of the FMLA, whether or not the Employer falls below the minimum number of employee to be legally bound by FMLA. The below provisions provide for rights that are in addition to those governed by state and federal law.
- b. In addition to those reasons provided for under the FMLA, Colorado WINS will allow for FML for the placement of a son or daughter with the employee for adoption or foster care.
- c. In addition to other forms of leave provided for in this contract, COWINS will provide, upon request, six (6) weeks paid parental leave for any employee who has been employed with COWINS for six months or more.

8. Medically Related Leave Absences Upon Exhaustion of all other forms of Leave

- a. COWINS will comply with all federal and state laws concerning family medical leave. The rights described below shall be in addition to those rights already found in law.
- b. COWINS may provide unpaid leaves of absence for employees who have exhausted all other forms of leave and who are not able to return to work for medically certified reasons. The duration of the leave will be within the discretion of the Employer.
- c. Employees who require a medical leave of absences shall notify their supervisor and Executive Director as soon as possible by submitting their request on the standard form provided by Colorado WINS.
- d. COWINS may request any necessary medical information in making the determination.
- e. Leave may be taken intermittently or on a part-time schedule when medically necessary.

Physical inability to work due to pregnancy shall be considered the same as inability to work due to any other physical disability. Leave granted pursuant to this subsection will be in addition to other forms of leave, including section 8.c.9. Military Leave

Leaves of absence for the performance of duty in the U.S. Armed Forces or with a Reserve component thereof will be granted in accordance with applicable law. An employee may use vacation or personal leave for this purpose, at his/her own discretion.

## 9. Bereavement Leave

- a. Employees shall be allowed four (4) days bereavement leave without loss of pay in the event of a death of a family member or other person with whom the employee has a close relationship. In keeping with COWINS recognition of the diversity of COWINS staff the definition of family member and others is purposely broad because today's families do not necessarily reflect the traditional family structure.
- b. Necessary time off without loss of pay for travel purposes, as measured by the fastest practical mode of transportation, shall be granted upon request of the employee when, in COWINS' judgment, such additional time is warranted.

## 10. Witness Leave and Jury Duty

- a. Employees who are subpoenaed to serve as a witness in a criminal or civil proceeding will be given the necessary time off. This excused time off will be unpaid, unless COWINS determines in its sole discretion that the employee should receive paid leave. COWINS will not discriminate against any employee who is requested to serve as a witness.
- b. An employee summoned for jury duty or jury qualification, must notify their supervisor immediately. Full wages shall be paid to the employee when so engaged as a juror. All monies received by the employee for his or her services as a juror shall be turned over to the Employer with full endorsement.

## 11. Leave as a Result of Loss of Driving Privileges

Employees who are required to drive as part of their job and who temporarily lose their right to drive shall be allowed to take unpaid leave of up to 90 days without loss of employment.

## 12. Health and Safety

- a. The employer shall provide and assure a safe and healthful workplace. No employee shall be required to work at the unusual risk of injury, disease, or death.
- b. Specific needs and issues up to and including formulation of policies and procedures regarding the safety of staff and campaign needs shall be addressed by the Labor Management Committee.
- c. COWINS will make reasonable accommodations to provide staff with a safe, clean and secure area to express milk.

- d. When the office is closed due to weather or other hazardous conditions employees shall receive their full pay for the period of closure. The highest ranking manager or the manager's designee at each office location shall make the decision concerning office closure.

### 13. Telecommuting

In instances of severe weather or dangerous and/or difficult road conditions or any other situation preventing employees from reporting to the office, the employee can request to Telecommute for the work day, performing meaningful work from home. Such requests should not be unreasonably made, or denied.

### 14. Release Time

In respect to our staff's need and desire to contribute to all aspects of the labor movement, COWINS will not unreasonably deny requests for release time to take part in CWA-DNG activities. No unit employee will receive more than three (3) days of paid release time annually.

## **Article IV** **Career and Wage**

### 1. Job Classifications. The job classifications shall be as following:

- Organizer in Training
- Grade I
  - ⊙ Organizer
- Grade II
  - ⊙
  - ⊙ Senior Organizer
- Grade III
  - ⊙ Lead Organizer
  - ⊙ Communications Coordinator
  - ⊙ Office Manger
- Grade IV
  - ⊙ Grievance Coordinator
  - ⊙ Political Coordinator/Data Specialist

### 2. Wages

- a. Probationary employees shall progress pursuant to the contract.
- b. In order to be promoted to Grade II as a senior organizer, the employee must have at least 1 year of experience with COWINS.
- c. The senior organizer is an organizer who has demonstrated advanced abilities in member leadership development, mobilization, collective/workplace actions. The senior organizer works under the direction of lead organizers to perform reconnaissance and probing of organizing targets, builds a list of workers, explores worker interest, maps out the physical location of facilities and analyses shift structures for campaign projects. Provides for recruitment of volunteer organizers from within the membership and for their training in house calling and other campaign elements. Visits workers in their homes and leads teams of volunteer house-callers in the campaign. Under direction and plan of lead organizers, develops broad, representative organizing committees of worker-leaders, and trains and deploys them to move the campaign. Writes leaflets and other materials for organizing campaigns. Operates organizing database.
- d. An organizer may be promoted to senior organizer at the time of the performance evaluation. Each organizer will be evaluated on criteria as established in the performance evaluation and criteria above. To be promoted to senior organizer, an organizer shall be consistently performing at a level and showing skills that excel in the development of leadership and building union structure. All decisions concerning performance evaluations shall be within the purview of the Employer. If the Employer fails to conduct a performance evaluation, the affected employee shall be considered to have met the expectations of their job descriptions for that period of the evaluation.
- e. A Lead Organizer is an organizer who works in a leadership role within their team, assuring that all team members are completing work as assigned. The lead is responsible for two-way communication between their team and management, including notifying the appropriate manager of any performance, attendance, or conduct issues that may arise within their team. All bargaining unit members acknowledge and accept the role Lead Organizers have within the organization and shall not question that role.
- f. Upon promotion to any higher pay grade, the promoted employee shall immediately be paid within the higher grade and at least at the step within the higher grade that is greater than the employee's prior grade and step.
- g. For all hourly employees, overtime shall be compensated for at one and one-half (1 1/2) times the employee's regular straight-time hourly rate of pay. Overtime shall be defined as those required hours of work which exceed thirty-seven and one half (37 1/2) hours in a week. An employee requested to work on Saturday,

Sunday, or a holiday shall be guaranteed a minimum of four (4) hours overtime or compensatory pay.

- h. Hourly employees may request compensatory time in lieu of overtime pay for each overtime hour worked in excess of seven and one half (7 1/2) hours in a day at the rate of one and one half (1 1/2) hours of compensatory leave for each overtime hour worked.
- i. Employees hired for the position of organizer may be placed in the OIT range. Upon successful completion of probation, an employee in the OIT grade shall be moved to the Grade I start step. No employee shall remain in the OIT grade later than their one year anniversary
- j. Employees shall advance to the next step within the employee's pay grade on his/her anniversary date of hire, or most recent date of promotion. The date of hire for employees employed prior to December 15, 2008 shall be December 15, 2008.
- k. Employees who are paid salaries below the FLSA overtime exempt minimum of \$47,476 shall be eligible to receive time and one-half overtime pay for hours worked beyond forty (40) hours in a pay week. Salaries are based on a 35 hour workweek. So for the purpose of calculating overtime pay the employee's weekly salary shall be divided by 35 hours to determine the employee's hourly rate. That amount shall be multiplied by 1.5 to determine the overtime rate. Overtime is not owed for less than forty hours in a workweek.

Salary Scales:



<b>Organizer in Training (OIT)</b>								
	Minimum							
3/1/2015	35,000.00							
/ / 2016	35,000.00							
<b>Grade 1, Organizer</b>								
	<b>Start</b>	<b>1yr</b>	<b>2yr</b>	<b>3yr</b>	<b>4yr</b>	<b>5yr</b>	<b>6yr</b>	
3/1/2015	39,780.00	40,774.50	41,793.86	42,838.71	43,909.68	45,007.42	46,132.60	
8/15/2015	40,000.00	41,000.00	42,025.00	43,075.63	44,152.52	45,256.33	46,387.74	
/ / 2016	40,000.00	41,000.00	42,025.00	43,075.63	44,152.52	45,256.33	46,387.74	
<b>Grade 2, Senior Organizer</b>								
	<b>Start</b>	<b>1yr</b>	<b>2yr</b>	<b>3yr</b>	<b>4yr</b>	<b>5yr</b>	<b>6yr</b>	
3/1/2015	45,550.00	46,688.75	47,855.97	49,052.37	50,278.68	51,535.64	52,824.04	
8/15/2015	46,000.00	47,150.00	48,328.75	49,536.97	50,775.39	52,044.78	53,345.90	
/ / 2016	46,000.00	47,150.00	48,328.75	49,536.97	50,775.39	52,044.78	53,345.90	
<b>Grade 3, Lead Organizer, Office Manager, Communications Coordinator</b>								
	<b>Start</b>	<b>1yr</b>	<b>2yr</b>	<b>3yr</b>	<b>4yr</b>	<b>5yr</b>	<b>6yr</b>	
3/1/2015	51,000.00	52,275.00	53,581.88	54,921.42	56,294.46	57,701.82	59,144.36	
8/15/2015	51,500.00	52,787.50	54,107.19	55,459.87	56,846.36	58,267.52	59,724.21	
/ / 2016	51,500.00	52,787.50	54,107.19	55,459.87	56,846.36	58,267.52	59,724.21	
<b>Grade 4, Grievance Coordinator</b>								
	<b>Start</b>	<b>1yr</b>	<b>2yr</b>	<b>3yr</b>	<b>4yr</b>	<b>5yr</b>	<b>6yr</b>	<b>7yr</b>
3/1/2015	54,000.00	55,350.00	56,733.75	58,152.09	59,605.90	61,096.04	62,623.44	64,189.03
8/15/2015	54,500.00	55,862.50	57,259.06	58,690.54	60,157.80	61,661.75	63,203.29	64,783.37
/ / 2016	54,500.00	55,862.50	57,259.06	58,690.54	60,157.80	61,661.75	63,203.29	64,783.37

The 2016 rows in the scales above are intended to establish the scale structure and to accommodate any changes in scale amount that may be negotiated in 2016.

Office Manager is an hourly position paid a rate equivalent to Grade 3 salaries based on 37.5 hours per week. The chart below shows the weekly and hourly rate for the position.

<b>Office Manager</b>							
	<b>Start</b>	<b>1yr.</b>	<b>2yr.</b>	<b>3yr.</b>	<b>4yr.</b>	<b>5yr.</b>	<b>6yr.</b>
Per Week	990.38	1,015.14	1,040.52	1,066.53	1,093.20	1,120.53	1,148.54
Per Hour	26.41	27.07	27.75	28.44	29.15	29.88	30.63

### 3. Bilingual Differential

- a. An employee who is required, in the regular course of their assigned duties, to use a second language will receive a two hundred (\$200) dollars per month differential subject to such an employee demonstrating an oral fluency in the second language required.

### 4. Benefits

- a. Management and representatives of the staff union shall meet and confer to discuss any proposed changes to the present benefits packages including the

issuance of request for proposals from providers and evaluation of those proposals.

- b. COWINS provides for its staff a full range of benefits, which are summarized below. Employees, their dependents and/or their domestic partner are covered under COWINS Health, Hospitalization and Pension Programs. Other than domestic partner, eligibility of dependents shall be consistent with State and Federal laws. Within thirty days of employment, new employees will receive detailed summary plan descriptions of all medical and retirement benefits offered.
- c. Definition of Benefits

Health, Dental, Vision and Prescription Insurance: Premiums for coverage shall be 100% paid by COWINS for employee and their dependents.

- i. Eligibility for New Staff. An employee and their dependents are eligible for fully paid medical, dental, and vision benefits.
- ii. COWINS intends to continue its current insurance coverage. COWINS will notify employees of any substantive change in coverage as far in advance as possible.
- iii. If an employee is hired within the 1st and 14th of the month, insurance coverage will go into effect on the first day of the following month. If an employee is hired between the 15th and 31st of the month, coverage will go into effect on the first day of the third month of employment.
- iv. Domestic Partner's Benefits are available for the domestic partner of an employee, provided all of the eligibility requirements are met.

#### 5. Child Care Reimbursement

Colorado WINS shall pay up to \$13 per hour for out of pocket child care expenses for any hours worked after 6 pm and prior to 8 am weekdays and for any time worked on weekends and holidays. Receipts must be provided prior to payment for said expenses and a spouse or significant other shall not be eligible for reimbursement.

#### 6. COBRA

Upon termination of employment, employees may extend their health coverage through Omnibus Budget Reconciliation Act of 1985 (COBRA). COWINS employees covered by the COWINS medical benefits plan have the right to continue their current coverage at their own expense in accordance with COBRA regulations if they terminate employment with COWINS for any reason other than gross misconduct.

#### 7. Workers Compensation

- a. COWINS will be fully compliant with state workers compensation laws. Provisions in this contract should be construed as providing rights in addition to those already provided by law.
- b. When a worker's compensation physician determines that an injured employee is able to return to work on a modified or reduced duty basis, the employer may assign the employee to any meaningful work within the bargaining unit or assign a reduced work schedule. The employee shall be paid at his/her regular weekly rate. Time worked in modified or reduced duty status shall not be considered in employee evaluations or disciplinary actions.

#### 8. Life and AD&D Insurance

Employees are eligible for the death benefits provided for in the SEIU Affiliate Medical Plan after one year of service.

#### 9. Pension

COWINS staff participates in the SEIU Affiliate Staff Plan. The plan is a defined benefit plan fully paid by the employer. COWINS contributes a percentage of each employee's base pay/salary on a monthly basis. The contribution rate shall be set by the Plan and paid for by the Employer. A copy of the summary plan description shall be made available to each employee.

#### 10. 401K Retirement

Employees may participate in the COWINS 401K Retirement program. This plan is 100% employee contributed.

#### 11. Car Allowance and Mileage Reimbursement

- a. The employer agrees to provide all staff who are required to use a car for business purposes a two hundred twenty five dollar (\$225) per two week pay period taxable car allowance. Car allowances shall be paid to employees with their regular bi-weekly pay in equal amounts over twenty-six (26) pay periods per year. This allowance shall be payment for the costs of operating the employees' vehicle. Payment for expenses incidental to travel such as parking and tolls shall be reimbursed as expenses per Section 2.
- b. Employees exceeding the number of miles covered by the car allowance of \$225 per two week period as compared to the current IRS mileage rate shall be reimbursed at the IRS rate for all additional business mile driven during each two-week pay period . For example, the IRS mileage rate on the date of ratification was 54 cents per mile. (\$225 divided by 54 cents equals 416 miles)

Employees would be reimbursed at 54 cents per mile driven beyond 416 miles in the two-week pay period.

- c. To be eligible for the car allowance as described in this Section 11, the employee must have a valid driver's license for that period of reimbursement.
- d. COWINS shall provide each employee with AAA coverage.

## 12. Expense reimbursements

- a. Business expenses. All reasonable small business expenses incurred by the employee including, but not limited to, meeting expenses, personal office costs, business calls charged to the employee and postage shall be submitted for reimbursement under the reimbursement procedures established by COWINS. All large business expenses including, but not limited to air fare, lodging, and car rental shall be paid directly by COWINS or charged to COWINS unless otherwise impracticable. Any business expense over \$100 must be preapproved.
- b. Per Diem. When an employee is spending at least one night away from home in Colorado, the employee will receive \$45 per day for each night away from home. An employee may request per diem for day trips consisting of long hours and significant travel. Such requests shall not be unreasonably denied. When working out of state, an employee shall receive per diem at the allowable IRS rate for the City the employee is in. Upon the employee's request, COWINS shall make reasonable efforts to insure employees can cover expenses for assignments which require travel away from home.
- c. COWINS shall provide to all employees, a smart phones with a service and data plan adequate to perform the job, or reimburse the employee for use of their personal smart phone as follows. If an employee decides to use his/her personal smart phone for work instead of a COWINS issued cell phone the employee will be given a cell phone taxable allowance of \$75 a month.

## 13. Seniority

- a. With the exception of vacation accrual discussed in Section III (c)(7) of this document seniority shall be calculated from the employee's most recent hire date with COWINS. Seniority shall prevail in cases of:
  - Transfers
  - Layoffs
  - Vacation priority
  - External training opportunities

- b. Seniority shall terminate if the employee quits or is discharged for just cause; fails to return to work at the expiration of an employer approved leave of absence; retires; has a break in service of more than 30 calendar days.
- c. Employees who accept a recall from layoff as provided in section 14 below shall have their full seniority restored.

#### 14. Layoffs and Recall

- a. The employer retains the right to reorganize its operations provided that the employer meets with the union prior to any major reorganization and discusses the impact any such reorganization would have on members of the bargaining unit and alternatives to the reorganization.
- b. Notice. Any permanent employee to be laid-off shall be given either four (4) weeks notice in writing or four (4) weeks pay in lieu of notice. At WINS' or the employee's option, an employee may elect to terminate immediately upon notice and receive four (4) weeks of pay in lieu of notice. A copy of the layoff notice shall be submitted to the DNG unit chair.
- c. Should COWINS have to reduce the number of employees in a job classification, the employees in that job classification may volunteer for the layoff by seniority and that approval will be based upon the remaining employees being able and qualified. If no employee volunteers for the layoff, then COWINS shall layoff the least senior employee in that classification, or exercise the right to layoff out of seniority order as described in (d) below.
- d. COWINS may reduce the number of employees without regard to seniority by notifying the employee(s) to be displaced and paying an additional four (4) weeks of severance pay.
- e. Employees scheduled to be laid off may bump back into a previously held job title in a lower classification. For example, an Organizer promoted to Sr. Organizer then laid off may return to the Organizer position. In such case, the least senior person in the bumping employees prior job title shall be the one subjected to layoff. The bumping employee's pay shall be adjusted to the appropriate level and step for the position returned to. An employee displaced by such bumping may also bump to a previously held job title, if any. The right to bump shall not apply when the company exercises its right to layoff without regard to seniority order as described in (d) above.
- f. An employee who is laid off while on an approved disability leave of absence shall be eligible to continue to use any form of paid leave earned and accrued prior to the effective date of the layoff, and any leave from the Sick Leave Bank for which approval was granted prior to the notification of layoff. Health

insurance coverage for employees who are laid off while on an approved disability leave of absence shall continue to the extent provided in this agreement.

- g. Employees who have completed their probationary period and are laid off shall be maintained on a recall list for two (2) years from lay-off date. Whenever job openings in a job classification where there are employees on layoff, such employees will be recalled to their former, or any substantially equivalent, position for which they are able and qualified on a seniority basis. The recall offer shall remain in effect for two (2) weeks. It is agreed that qualifications may vary depending upon the remaining work.
- h. The Employer will make a good faith effort to assist laid off employees in finding other suitable employment with the three parent unions or other organizations. The Executive Director shall provide a reference stating the employees dates of employment, position held, job duties and the reason for termination.
- i. Recall rights for employees who are laid off while on an approved disability leave of absence shall commence on the date the employee is released from disability by their physician and able to return to work.
- j. The employer will continue providing health insurance through the month subsequent to the four week period identified in this subsection 14.b.
- k. Laid off employees shall receive one week's pay for each one year of service up to a maximum of six (6) weeks of pay as severance. This shall be in addition to any amount as provided for in subsection (b) of this section 14.

#### 15. Filling of Vacancies

- a. Management shall regularly update staff via electronic mail of all available vacancies within the organization including positions outside of the bargaining unit.
- b. Vacancies shall be posted internally for a period of 2 weeks before external candidates are interviewed. Positions shall not be posted externally prior to being posted internally.
- c. When filling vacancies, the criteria for consideration will be within the discretion of management; notwithstanding this right of management to fill positions as it deems appropriate, management may consider seniority as one of these criteria in the evaluation process.

### **Article VII** **Education and Training**

1. Programs. COWINS may provide programs for the training and career development of its employees in the various skills, knowledge, and abilities which will best qualify them for performance of their official duties as COWINS employees, and enhance their promotional opportunities. This may include in house training programs or upward mobility programs considered job-related.
2. Eligibility. Each employee with at least six (6) months of seniority may be eligible to attend seminars, courses, and conferences not sponsored by COWINS which are job related or related to career development with COWINS. Such courses must be approved in advance by their immediate supervisor. The costs of an approved course, including travel and room accommodation, shall be paid directly by COWINS, subject to budget constraints and the timely submission by the employee. COWINS will make reasonable time available for employees to attend courses.

**Article VIII**  
**Savings Clause**

In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect.

**Article IX**  
**Duration of Agreement**

This agreement shall be effective as of November 15, 2016 and shall continue in full force and effect until June 30, 2017. The provisions of the contract will remain in full force and effect until the parties reach a new agreement or impasse.

Signed this 15<sup>th</sup> day of September, 2016.

Colorado WINS

Denver Newspaper Guild-CWA,  
Local 37074

Tim Markham

Benjamin Bull  
Cindy Taylor  
Olga Robak  
Tony Mulligan

**MEMORANDUM OF AGREEMENT #1**  
**Concerning Closure or Merger of the Local**

If COWINS Local 1876 is dissolved resulting in the layoff of employees, all monetary obligations provided in the layoff provision of the Contract shall apply.

If COWINS Local 1876 is to be merged with or absorbed by another local, COWINS shall notify the DNG unit and the parties shall enter into affected negotiations to address any changes in pay or other working conditions that may result from such merger or absorption.

In case of merger or absorption, COWINS employees that are not laid off through the transition shall have the right to resign during the transition and receive severance as provided in the Contract.



**Wage progression of each current employee through 2017:**

Ben Bull			
Grade 1			
Date	Step	Weekly	Annual
Current	2yr	808.17	42,025.00
9/8/2017	3yr	828.38	43,075.63

Olga Rabak			
Grade 3			
Date	Step	Weekly	Annual
Current	4yr	1,093.20	56,846.36
3/1/2017	5yr	1,120.53	58,267.52

Rosario C de Baca			
Grade 1			
Date	Step	Weekly	Annual
Current	6yr	892.07	46,387.74
Top Step			

Eric Shaffer			
Grade 1			
Date	Step	Weekly	Annual
Current	6yr	892.07	46,387.74
Top Step			

Loryn Cesario			
Grade 3			
Date	Step	Weekly	Annual
Current	2yr	1,040.52	54,107.19
6/23/2017	3yr	1,066.53	55,459.87

Cindy Taylor			
Grade 3			
Date	Step	Weekly	Annual
Current	3yr	1,066.54	55,459.87
10/7/2016	4yr	1,093.20	56,846.36
10/7/2017	5yr	1,120.53	58,267.52

Pam Cress			
Grade 4			
Date	Step	Weekly	Annual
Current	7yr	1,245.83	64,783.37
Top Step			

Nicholas Voss			
Grade 2			
Date	Step	Weekly	Annual
Current	6yr +	1,153.85	60,000.00
Red Lined			

Alice Gardner			
Grade 1			
Date	Step	Weekly	Annual
Current	1yr	788.46	41,000.00
10/6/2016	2yr	808.17	42,025.00
10/6/2017	3yr	828.38	43,075.63

Zach Werkowitch			
Grade 2			
Date	Step	Weekly	Annual
Current	3yr	952.63	49,536.97
3/1/2017	4yr	976.45	50,775.39

Robert Lindgren			
Grade 4			
Date	Step	Weekly	Annual
Current	5yr	1,185.80	61,661.75
8/19/2017	6yr	1,215.45	63,203.29