Agreement Between
Denver Newspaper Guild (DNG) CWA Local 37074
Program Staff of FRESC
And
FRESC: Good Jobs, Strong Communities
aka the Front Range Economic Strategy Center (FRESC)
March 1, 2016

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Denver Newspaper Guild (DNG)
And
Program Staff of FRESC: Good Jobs, Strong Communities, aka: the Front Range Economic Strategy Center (FRESC)

This Agreement is entered into by and between the Front Range Economic Strategy Center hereinafter referred to as "FRESC" and the Denver Newspaper Guild herein after referred to as "DNG."

ARTICLE 1
MISSION STATEMENT

Our mission at the Front Range Economic Strategy Center is to improve the lives of Colorado's working people and strive to ensure a just economy for all.

The parties agree that the organization's mission is to advance the interests of and build power for low and moderate income people.

ARTICLE 1A
STAFF COMMITMENT & VALUES

All parties to this agreement agree to maintain an atmosphere of mutual responsibility, dignity and respect to ensure that these objectives are achieved.

FRESC promotes a culture of participatory democracy and encourages the expression of all ideas and opinions that relate to program, mission, vision and other items of concern.

FRESC management supports an atmosphere of free speech within the organization, including the employees' right to open debate without judgment or retaliation for their views.

FRESC management values an organization of open dialogue and will meet with the bargaining unit to discuss areas of concern as necessary.

ARTICLE 2
LABOR MANAGEMENT COMMITTEE

The purpose of the Labor Management Committee (LMC) is to promote communication, problem solving, diversity and increased effectiveness of the FRESC staff as a whole and to

develop a more effective, democratic organization. The LMC cannot change the language or the application of the collective bargaining agreement. The LMC is empowered to deal with subjects outside of the labor agreement as well as with the application of the agreement.
The LMC will meet monthly or as needed unless both DNG and FRESC Management mutually agree to reschedule or that there are no issues to discuss. The Committee must meet at least quarterly. There shall be five (5) standing members, (2) Management, (2) DNG, and (1) OPEIU. Any group may have alternates as needed.
The position of Chair of the LMC shall rotate between DNG and management annually. In odd years, management committee members shall select the Chair. In even years, DNG committee members shall select the Chair. The Chair is responsible for assuring that meetings are scheduled, confirmed, and do take place. In addition, the Chair is responsible for collecting agenda items for each meeting and delivering the agenda to all committee members at least one day prior to the meeting. Committee members must send proposed agenda items to the Chair at least two days prior to each meeting.

ARTICLE 2A
RACIAL JUSTICE COMMITTEE

Vision for the Racial Justice Committee: Explicit aim to dismantle racism internal and externally within the organization of FRESC.

The purpose of the Racial Justice Committee is to ensure that racial justice is a core element to all of our work at FRESC.

Internally, the committee is responsible for maintaining transparent accountability of staff and management, providing training/activities that promote individual and organizational growth, and regular assessment of professional development plans and hiring practices to ensure they align with RJ values. The committee also oversees the RJ budget line item(s).

Externally, the committee promotes and encourages the integration of restorative justice values in our campaigns, partnerships, and leadership engagement.

The committee must have mandatory quarterly meetings, with the expectation of monthly meetings (committee members can cancel by majority agreement). People of Color must represent at least half of the membership. It must always include at least one member of management.

ARTICLE 3
RECOGNITION

FRESC hereby recognizes the DNG as the exclusive collective bargaining representative for program staff with the titles of Organizer, Researcher, Policy Analyst, Program Associate, Projects Coordinator, and other program positions that may be created in the future which are not otherwise excepted under the provisions below.

An intern is an enrolled student or an individual who has graduated within the previous six (6) months who is hired or who volunteers for a time-limited position intended to provide experiential learning and exposure to FRESC's work, whether or not such internship is connected to academic credit.
A temporary employee is a non-intern employee hired for an anticipated term of less than five months, or any employee hired to cover for another employee who is on a temporary but extended leave of absence.

A project employee is a non-intern employee hired for a time-limited project or with a time-limited stream of funding to complete a specific project, with an anticipated term of more than five months and less than a year.

The parties agree that supervisors, managers, office/clerical employees, interns, and temporary employees are not covered by this agreement.

The parties agree that project employees shall be members of the bargaining unit and subject to all terms of this agreement, with the exception of those provisions related to notice or rights related to lay-offs. FRESC agrees to notify DNG upon creation of any new non-supervisory job titles, or upon hiring any non-confidential office/clerical staff who are not going to be members of another collective bargaining unit, and upon request, agrees to bargain on the inclusion or exclusion of those new positions in the bargaining unit.

For project employees, FRESC shall meet with affected employees half way through grant period to develop a plan of action for fundraising to continue the position or otherwise retain the employee. FRESC shall also have related conversations with affected staff as part strategic planning and on ongoing basis.

FRESC will make every effort to hire employees on a permanent basis.

DNG can hold quarterly meetings of reasonable duration and occasional additional meetings on specific issues during FRESC work hours. DNG can hold additional meetings, of reasonable frequency and duration, before contract negotiations. DNG is permitted to meet in the FRESC office.

FRESC will allow each employee to attend one union meeting or training opportunity (one week or less) per year with full pay. FRESC will consider lost time (DNG pay) for further meetings or trainings. FRESC employees will notify management as early as possible about meetings or training opportunities. Reasonable requests will not be denied.

FRESC management will consider long term (more than one week) union leaves of absence on a case by case basis.

All employees covered by this Agreement, shall, as a condition of continued employment, become and remain members in the Denver Newspaper Guild to the extent of remitting to DNG, an initiation fee and membership dues uniformly required as a condition of acquiring or retraining membership in DNG, whenever employed under and for the duration of, this Agreement.

Upon receipt of a properly signed form, FRESC agrees to deduct all dues, fees and COPE contributions and remit same to the Secretary of DNG or his/her designated recipient.

ARTICLE 4
PROBATIONARY PERIOD

New employees shall be on probation for a period of three (3) months and within this period may be terminated at FRESC's discretion and without recourse to the grievance procedure. This period gives FRESC an opportunity to observe and evaluate the capacity of the employee, including the employee's ability to satisfactorily perform the essential functions of his or her job; and to observe and evaluate the employee's work habits and conduct.

FRESC will make all reasonable efforts to provide advance notice to a probationary employee of any weaknesses in skills or performance which, if not corrected, could result in discharge prior to the expiration of the probationary period.

Extension
Under some circumstances, the employee's probationary period may be extended up to an additional 3 months. Extensions must be considered before the three month probationary period ends and may be granted upon mutual agreement between FRESC and the bargaining unit. If an extension is granted, FRESC must generate and follow a formal performance improvement plan (PIP).

ARTICLE 5
PROFESSIONAL DEVELOPMENT

Professional development is the continuous process of acquiring new knowledge and skills that relate to one's profession, job responsibilities, or work environment. It plays a key role in maintaining trained, informed, and motivated employees, regardless of job classification and in accordance with the non-discrimination statement of Article 4 of this agreement.

FRESC recognizes the importance of professional development for its employees and values increasing its staff's capacity and skills. FRESC will work with the bargaining unit, through the Labor Management Committee (LMC), to develop, and revise as needed, an organizational template for professional development plans for FRESC employees.

At least once a year, every employee and his/her supervisor will prepare a professional development plan. The supervisor and employee will discuss both individual interests and organizational needs during this process.

In addition to these plans, the parties agree to regularly share available professional development options, including identifying and sharing training opportunities via email and in staff meetings with all employees.

Options for professional development are varied and may include but are not limited to internal, community-based, professional, union, local or possibly national education. Professional development shall be consistent with organizational goals and resources.

Process
An employee desiring to enhance skills, knowledge and/or ability to perform tasks relevant to their existing position or another position at FRESC may request specific training. Such requests shall be evaluated on the basis of organizational goals and resources (both costs and time away from work), as well as ensuring that employees have the opportunity to enhance their skills. Such requests shall not be unreasonably denied.

Transparency
The parties recognize the need for transparency in the spending of professional development dollars. FRESC agrees to share the budget for professional development with the bargaining unit annually as well as provide quarterly updates on how the funding is being spent broken down by individual employee.

ARTICLE 6
NON-DISCRIMINATION

FRESC is an equal opportunity employer. FRESC is firmly committed to maintaining a work atmosphere in which people of diverse backgrounds may grow personally and professionally. FRESC will not discriminate against an applicant or employee on the basis of race, religion, sex, national origin, ethnicity, color, age, physical ability, political affiliation, sexual orientation, gender identity and expression, marital status, veteran status or medical condition or economic status.

Bullying
FRESC promotes a healthy workplace culture where all employees are able to work in an environment free of bullying behavior.

FRESC defines bullying as persistent, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee, whether verbal, physical or otherwise, at the place of work and/or in the course of employment.

Bullying can occur at all levels - between directors, between supervisors and employees, and between employees. Bullying includes, but is not limited to, verbal communication, manipulating the work environment, and psychological manipulation. FRESC considers the following types of behavior to constitute workplace bullying: personal attacks such as angry outbursts, excessive profanity, or name-calling, staring; glaring or other nonverbal demonstrations of hostility; abusive and offensive language, insults and teasing; spreading rumors and innuendo; and encouragement of others to turn against the targeted employee.

Critical comment relating to performance deficiencies, and constructive feedback or counseling on work performance, increased supervision, verbal warnings and written warnings are appropriate and reasonable and do not constitute bullying under this policy. Critical conversations between employees or from employee to supervisor are also appropriate and reasonable.

FRESC considers workplace bullying unacceptable. FRESC encourages all employees to report any instance of bullying behavior to their immediate supervisor and/or another director. Employees who feel they are subject to bullying may also file a grievance. Any reports of this type will be treated seriously and investigated promptly and impartially. FRESC requires any supervisor who witnesses any bullying, irrespective of reporting relationship, to immediately report this conduct to the Executive Director.

FRESC will protect an employee who reports bullying conduct from retaliation or reprisal. Any employee found in violation of this policy will be disciplined in accordance with the relevant contract article. Independent contractors found to be in violation of this policy may be subject to contract cancellation.

ARTICLE 7
HOURS OF WORK

Both parties recognize that the nature of work at FRESC may require long, irregular hours, including weekend and evening work. The minimum hourly expectation for employees is 40 hours per week, including a sixty-minute daily lunch period.

All parties agree that employees may be required to work longer hours as required to complete tasks in a timely manner, or as required by the demands of a comprehensive campaign for socio-economic change that seeks to involve working families who may only be available on evenings and weekends.

FRESC employees are responsible for meeting work hour expectations and completing their work. FRESC strives to foster a work environment based on trust. FRESC recognizes that its employees are professionals and therefore can manage their own schedules and hours of work to meet personal and organizational needs. FRESC acknowledges that some personal tasks need to be handled during traditional work hours and employees are free to do so within reason. FRESC employees should use their shared calendars to mark time being used for personal and organizational tasks.

ARTICLE 8
PROMOTIONS

Written job descriptions are required for all employment positions. Each job description must detail the position's job functions and tasks.

New Positions - Job Postings
In the case when FRESC is adding a new position, FRESC creates a job posting in the following manner:

1. The Director Team creates a draft job posting for the position.
2. FRESC shares the draft job positing with the DNG Bargaining Unit chair and gives adequate time for feedback.
3. The draft job posting is then shared at a staff meeting for discussion and feedback.
4. The Director Team incorporates appropriate feedback and finalizes the job posting.
5. The Office Manager converts the job posting from a Word file to a PDF file and applies the OPEIU "bug" in the footer of the document. The Office Manager saves the file on the "S" drive on the server (FRESC's Internal Shared Server Drive).
6. The job posting is shared internally with all staff via email with an invitation to apply 2 business days before public posting. Employees that wish to be considered within this internal period must give notice of interest in the position via email within the 2 business days, but a full application is not required. If employees do not indicate their interest during this period, they still have the option of submitting a full application after the position is posted publicly.
    a. If FRESC wishes to hire the internal applicant for the new position, then the job is not posted publicly.

b. If FRESC does not wish to hire the internal applicant without reviewing external candidates, then FRESC will inform the internal candidate and then share the job posting publicly.
c. If there are no internal applicants at the end of the 2 business days, FRESC shares the job posting publicly.

Revising/Updating Current Job Descriptions
During the employee's annual evaluation or at other times, the Supervisor or Employee may decide that revisions are needed for a current job description.

1. The Supervisor and the Employee work together to edit the job description.
2. The Supervisor sends out request for general suggestions for the job description regarding organizational needs to full staff with deadline to reply.
3. Staff with feedback reply to the Supervisor and Employee.
4. The Supervisor and Employee finalize draft and forward to the Director Team for review.
5. The Director Team forwards to the DNG Bargaining Unit Chair and the OPEIU steward for review with a deadline to reply.
6. The Director Team finalizes the job description.
7. The Supervisor posts the file on the on the "S" drive on the server (FRESC's Internal Shared Server Drive) and sends an email to the full staff notifying the staff that the revised job description is now available.

Lead Staff

Additional Responsibilities:
The lead staff position was created to provide opportunities to highly skilled and committed staff members to take on additional responsibilities and leadership within FRESC. The director team (management) may determine the programmatic need for additional responsibilities to be added to those already outlined in the job description of organizer, policy analyst, or researcher. In such cases, a member of the DNG bargaining unit may accept these additional responsibilities and be eligible for a minimum 2 level increase per the Pay Scale in Article 13 of this Collective Bargaining Agreement. Employees shall receive the 3% COLA increases in odd anniversary years and 10% retention increases in even anniversary years on the anniversary date following the acceptance of the increase in responsibility and pay. The cap on the Pay Scale shall be increased to $53,000 for employees opting to take the additional responsibilities. The cap for other bargaining unit employees shall remain as outlined in Article 13 of this Collective Bargaining Agreement.

Lead staff responsibilities on promoted will include:

- Independently driving a program, key area of campaign, or organizational support
- Tracking and evaluating progress and effectiveness of organizing/policy strategies and campaign goals, and reporting to the director team
- Usually training or leading other staff

- Potentially managing at least one major funder relationship
- Representing FRESC at major public events

Qualifications:
Employee will need to meet leadership, strategic planning and position goals to qualify for a promotion as specified in FRESC's Lead Staff Benchmarks policy.

ARTICLE 9
PAID TIME OFF

Comp Time
Both parties to this contract will employ this article with trust, honesty and mutual respect.

FRESC recognizes the demands of working long or irregular hours in a mission-driven organization, and will provide compensatory time ("comp time") in order to provide staff members with rest and relief from these demands. FRESC shall not assign or expect an unreasonable amount of work from any employee.

Comp time is accrued in one or two-day increments based on the requirements outlined below, and can only be used in 1/2 or full day increments. All employees will track accrual and usage of comp time on a standard form provided by FRESC. Comp time must be scheduled by mutual agreement with the supervisor.

Employees accrue comp time as follows:

- For every two (2) calendar weeks in which an employee works 50 hours or more within a single calendar quarter, the employee shall accrue one (1) comp day.
- If an employee is required to work one (1) full, consecutive weekend days after working a full regular work week (defined as Monday to Friday, except on holidays), one (1) comp day is earned.
- Hours or days worked in a single calendar week may only be used to accrue comp days under one of the above methods, and hours or days worked in the same calendar week may not be used to accrue comp days through more than one of the above methods.
    - For example, an individual works 8 hours on both Saturday and Sunday in the same weekend. The 8 hours worked on the Saturday result in the individual working 55 hours for that calendar week. The individual may not count the weekend hours worked toward both methods of accruing comp time; they must choose one method.
- Comp time must be used within the calendar quarter it is accrued or the calendar quarter immediately following the quarter in which it was accrued, and may not be carried over beyond this time period.

When an employee reaches 45 hours worked per week and anticipates working over 50 hours in the week, the employee shall ask for approval from his/her supervisor to work more than 50 hours. If an employee does not receive permission to work more than 50 hours, and the employee has already earned two comp days in the quarter, the employee shall not be able to earn additional comp days unless the comp time would have been triggered by work that was assigned after the employee hit 45 hours.

If an employee is working more than 50 hours per week frequently, the employee and his/her supervisor shall meet to create an action plan to reduce future hours worked per week.

No unused comp time, accrued or otherwise, will be paid out upon any employee's departure from FRESC.

Comp time is separate and independent of the flexible work schedules in Article 4, Hours of Work.

Holidays

The following holidays shall be observed with no deduction in salary:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24
December 25
Employee's Birthday
Three floating holidays for religious, ethnic or personal holiday of employee's choice

In the event that one of these staff holidays falls on a Saturday, the preceding Friday will be observed; in the event that the holiday falls on a Sunday, the following Monday will be observed.

FRESC strongly encourages staff to take these holidays off, but if urgent program needs require you to work on any of these days, the Executive Director, at his/her discretion, may grant a substitute floating holiday.

No holiday leave, accrued or otherwise, will be paid out upon an employee's departure from FRESC.

Vacation
Employees will receive annual vacation with pay according to the following schedule:

- During first year of employment: 2 weeks (10 days) paid vacation to be accrued at 2.5 days a quarter which may be used prior to accrual with supervisor approval.
- During 2nd, 3rd or 4th year of employment: 3 weeks (15 days) paid vacation
- During 5th - 9th year of employment: 4 weeks (20 days) paid vacation
- During 10th year of employment and all years beyond the 10th anniversary: 5 weeks (25 days) paid vacation

Employees who have been employed for less than four (4) years may carry over no more than five (5) days of unused paid vacation into the following calendar year. Employees who have been employed for four (4) or more years may carry over no more than ten (10) days of unused paid vacation into the following calendar year. For individuals employed prior to January 1, 2010 who entered 2010 with more than the above allowed number of carried over paid vacation days, these employees shall begin to spend down their excess vacation carry over and shall be subject to the above limits by January 1, 2012. All other employees shall be subject to this provision upon the effective date of this agreement.

Vacation requests are subject to supervisor approval, but such approval shall not be unreasonably denied.

The Executive Director, at his/her discretion, may grant additional vacation time upon hire if negotiated with new employees.

Unused vacation remaining upon an employee's departure shall be paid out.

Sabbatical Policy
Individuals who have been employed for more than five (5) years are eligible to request a three (3) month paid sabbatical subject to the following procedure and limitations:

- A proposed plan must be submitted to the Executive Director no less than six (6) months prior to the requested start of the sabbatical, describing how the individual will use the sabbatical to rest, rejuvenate, learn something new, and/or grow professionally. Plans are subject to the Executive Director's approval.
- Prior to approval of a sabbatical plan, the Executive Director must also approve a plan for work coverage during the proposed sabbatical.
- The Executive Director at his/her discretion may also allow employees to add unused paid vacation or other accrued unpaid time for a total sabbatical not to exceed four (4) months.
- Employees will continue to receive health care and retirement benefits during sabbatical, but no comp time, cell or auto stipends may be accrued during sabbatical leave.
- Employees shall make a good faith effort to commit to a full year of employment

beginning upon their return from sabbatical. If an employee separates from FRESC before one year following their return date, the employee shall compensate FRESC for the value of their sabbatical according to the following scale:

- If the employee works less than four full months upon return from sabbatical, the employee shall pay FRESC the equivalent of three months' salary.
- If the employee works more than four but less than eight full months upon return from sabbatical, the employee shall pay FRESC the equivalent of two months' salary.
- If the employee works more than eight but less than twelve full months upon return from sabbatical, the employee shall pay FRESC the equivalent of one month's salary.

Before leaving on a sabbatical, an employee must sign a promissory note promising to pay back that portion of the sabbatical pay outlined above if he/she leaves within twelve months of returning from sabbatical. As part of the note, the employee must promise to pay all court costs and attorneys' fees amassed by FRESC if FRESC is required to seek legal action for recovery of un-returned sabbatical pay within a reasonable period of time.

Sick Leave

FRESC grants each employee 12 days of sick leave, with pay, per year. Paid sick leave is distributed to each employee on January 1 for the upcoming calendar year. New employees will receive sick leave at a pro-rated basis based on the date of hire for their first year of employment. Part-time staff are eligible for the same proportion of paid sick-leave as full-time staff, calculated on a pro-rated basis.

Sick leave can be taken in half-day or full-day increments for personal illness, family illness, doctor appointments or other medically related treatments for the employee or his/her family.

A maximum of five days of paid sick leave may be carried over from one year to the next. Employees may donate up to five days of their own paid sick leave to another staff member who is seriously ill and has exhausted his/her paid sick leave.

Employees must make every attempt to notify their supervisor(s) prior to taking sick leave, or as soon as possible thereafter in the case of an emergency preventing advanced notice. Notice must include the employee's best estimate of the date of expected return to work. In the case of more than five consecutive days of paid sick leave and/or the impression of a problematic use of the paid sick-leave benefit, FRESC may request and the employee shall provide a doctor's statement to verify the necessity of the absence.

No sick leave, accrued or otherwise, will be paid out upon an employee's departure from FRESC.

Sick Leave Bank
A Sick Leave Bank shall be used in the event of illness or injury to the employee or employee's family member, or maternity/new parent leave when an employee has already exhausted their sick time.

Contribution of Sick Leave to the Bank
Each employee who wishes to voluntarily participate in the Sick Leave Bank shall donate a minimum of one (1) day, up to a maximum of five (5) days of sick leave each year to the Sick Leave Bank by written notification to the Labor/Management Committee during the months of June and December each year, or for newly hired employees within ten (10) working days of hire, if not within a month of the two regularly scheduled contribution periods. Donations may be accepted by mutual agreement of the parties by the LMC based on circumstance. Under all circumstances, donated hours will remain in the balance of the sick leave bank for use by other employees. In addition FRESC will contribute five (5) days the bank each year after the first year (January 1, 2014 and subsequent January 1s).

Sick days which are not withdrawn from the bank shall expire one (1) year from the date on which they were deposited.

Withdrawal of Sick Leave from the Bank
Any employee who has contributed to the bank within the last 12 months is eligible to withdraw up to 15 days from the bank each calendar year at the discretion of the labor/ management committee. Employees must use their allotted sick time prior to being able to use sick leave acquired from the bank. It is the preference that sick leave requests be submitted to the committee chair 24 hours prior to the committee's regularly scheduled meeting; however, it is understood that employees may need to request sick leave as the result of an emergency. Should the committee receive an emergency request they shall deliver a decision to the employee within three (3) business days.

Administration of the Sick Leave Bank
The labor/management committee, as established in article 2, shall administer and track the sick bank. They are charged with reminding employees when donation periods are open, making decisions about sick leave requests, tracking the expiration of hours and the participation of employees. The labor management committee, when making decisions about sick leave bank requests, shall consider criteria including whether or not the requesting employee has used all personal sick leave, the participation of the employee in the bank, the number of days requested and the balance in the bank.

ARTICLE 10
EXCUSED ABSENCES

Jury Duty or Legal Proceeding Leave
An employee shall be excused from work without a reduction in pay if he or she is summoned to serve on a jury. An employee shall be excused from work without a reduction in pay if he or she must make an appearance in a legal proceeding related to the employee's employment with FRESC, provided he or she is not the complaining party.

The Executive Director may require the employee to present the subpoena or summons to verify the need for absence. An employee is expected to return to work if released from such duty prior to the end of the work day.

Paid Bereavement Leave
An employee shall be excused from work for a maximum period of five (5) days in the event of the death of a significant other or a member of the immediate family. "Significant other" is defined as employee's boyfriend, girlfriend, domestic partner, or spouse. "Immediate family" is defined as parent, child (including adoptive, foster and step-children), brother/sister, grandparent, grandchild, aunt/uncle, or parents of a significant other. The executive director, at his/her discretion, may grant bereavement leave of up to 5 days for the death of an individual not covered by the above.

ARTICLE 11
PAID MATERNITY/PATERNITY, CO-PARENT OR ADOPTION LEAVE ("NEW PARENT LEAVE")

In addition to use of any accrued vacation or sick leave, FRESC will grant New Parent leave as described below:

Month	1	2	3	4	5	6	7	8	9	10	11	12
Weeks	0	0	0	2	2	2	3	3	3	5	5	5

Month	13	14	15	16	17	18	19	20	21	22	23	24
Weeks	6	6	6	6	6	6	7	7	7	7	7	7

Month	25	26	27	28	29	30	31	32	33	34	35	36
Weeks	8	8	8	9	9	9	10	10	10	11	11	11

Mont	37+

h	
Week s	12

With approval of the Executive Director and where circumstances allow, FRESC may grant additional unpaid leave (up to three (3) calendar months) to a New Parent.

New Parent leave is exclusively for the purposes of preparing for or caring for a newborn, foster child or adopted child. In order to use new parent leave in the case of fostering a child, you must provide FRESC with documentation showing your intention to adopt the foster child.
You are required to give the FRESC leadership at least three (3) calendar months of notice of your likely intention to take New Parent leave. FRESC, at its discretion, may consider New Parent leave for an adoptive parent who provides less than three months' notice if the employee establishes that he/she received less than the requisite three month notice of placement of the child in his/her home.

FRESC will attempt to make every reasonable accommodation for employees desiring time off due to pregnancy or a pregnancy related condition. If an employee requests time-off, FRESC reserves the right to request documentation from a medical provider documenting the employee's inability to work or limitations.

You may also be eligible for short-term disability insurance coverage for some pregnancy-related medical conditions.

Following your New Parent leave, you will be entitled to return to your previous position at the same rate of pay and will suffer no loss of seniority. FRESC will also make every effort possible, within the demands of a normal work load, to accommodate through flexible schedules or other means the exigencies of your new parental status. Flex-time arrangements will be considered on a case-by-case basis with the approval of the Executive Director.

ARTICLE 12
UNPAID LEAVE

FRESC recognizes that there may be times when an employee needs to take a leave from work for longer periods or occasions other than are accommodated by our paid leave benefits. In such an instance, you may request to take unpaid leave, and we will make every effort to accommodate your request without imposing undue hardship on FRESC or the other staff.

ARTICLE 13
SALARY

All Bargaining Unit positions start at Level 1 unless employees have relevant experience or qualifications as described below.

Pay Scale for Bargaining Unit Employees:

Effective	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6 & beyond	Retention Increase Cap
6/1/15	34,000	35,020	36,071	37,153	38,267	3% from prior level	48,000
3/1/16	34,340	35,370	36,432	37,525	38,650	3% from prior level	51,000

If relevant outside experience, new hire moves up one level (3%) for each year of experience. In addition to work experience, relevant experience includes:

1. Foreign language or relevant advanced degree (M.A. or M.S.) (add one level)
2. Relevant PhD or a JD (add 2 levels)

FRESC reserves the right to pay highly competitive candidates above the levels in this Agreement, and agrees to meet and confer with the DNG prior to making such an offer to a potential new hire.

Employees shall receive a cost of living increase of 3% on each odd year anniversary of the employee's start-date (1st anniversary, 3rd anniversary, etc.). If the organization is financially able, as determined by the Executive Director, employees shall receive a retention increase of 10% on each even year anniversary of the employee's start-date (2nd anniversary, 4th anniversary, etc.), until an employee reaches a cap of $47,000 effective June 1, 2013 and $48,000 effective June 1, 2014. Employees who reach the retention increase cap are not eligible for additional retention increases, but shall instead receive a 3% cost of living increase on each subsequent annual anniversary of employment start date.

Car Allowance

For employees who are required to drive on a regular basis as part of performing their job duties, FRESC shall provide a car allowance of $213 per month. If such an employee drives more than 350 non-commute, work-related miles in a month, the employee shall also be eligible for reimbursement at the federal rate in effect at that time for the miles driven over 350. Employees who do not receive a regular car allowance shall be eligible for reimbursement for non-commute, work-related mileage at the federal rate in effect at the time.

The parties agree that employees who receive a car allowance are being compensated for all driving, fuel, maintenance incurred during the course of work and shall not be entitled to separate reimbursement for any of these costs. Parking costs over $45 in a month and reasonable parking costs incurred at the airport during work-related travel for which employees are entitled to separate reimbursement.

FRESC shall consider providing RTD EcoPasses for employees.

Cell Phone
FRESC employees shall be eligible for the cell phone benefit based on the following criteria:

- People that work more than 40% out of the office – (automatically qualify for tier 2)
- Supervisor determines the employee must be reachable after hours
- Supervisor determines the employee must have calendar on phone
- Supervisor determines the employee must have email/text on phone
- Employee makes or is anticipated to make 4 or more out of metro trips a year

To be eligible for tier 1 cell phone benefit, the employee must fill one of the above criteria. To be eligible for the tier 2 cell phone benefit, the employee must work more than 40% out of office or fill any two other of the above criteria.

Tier 1 cell phone benefit: FRESC shall provide a cell phone allowance to the employee of $35 per month.

Tier 2 cell phone benefit: FRESC shall provide a cell phone allowance of $75 per month or a FRESC provided cell phone to the employee, whichever the employee desires.

Reimbursements of Work-Related Expenses
Reasonable and customary expenses incurred in the performance of your job will be reimbursed as described in the FRESC reimbursement policy. The policy may be changed only with mutual agreement of the parties.

Legal Expense
FRESC will provide legal counsel for employees if she/he is required to appear in court for actions resulting from the performance of her/his assigned duties under this contract, and will further pay on her/his behalf any bail, fines, judgments or penalties imposed upon her/him as a result of her/his performance of her/his FRESC duties. Driving and parking infractions are excluded from this provision.

ARTICLE 14
INSURANCE AND BENEFITS

Disability Insurance
FRESC will make available long-term and short-term disability plans for employees working more than thirty (30) hours per week. Interns, contractors, and temporary staff are not eligible for long-term or short-term disability coverage.

FRESC will pay the full premiums of long-term and short-term disability coverage for eligible employees.

Employee coverage under both plans begins after one month of employment and ends on an employee's last day of employment.

Health Care Benefits
Full-time employees scheduled to work more than thirty (30) hours per week will have access to a FRESC health insurance coverage plan, as described below.

Part-time employees scheduled to work between twenty (20) and thirty (30) hours per week are eligible for the same health care benefits as full-time employees, but FRESC will pay only one-half the portion of the premium that it pays for full-time employees.

Interns, contractors, and temporary staff are not eligible for health care coverage.

FRESC maintains the right to offer health care coverage for part-time employees scheduled to work less than twenty (20) hours per week on a case-by-case basis determined upon hire.

Eligible employees who do not choose to be covered by FRESC's insurance plan are not eligible for any payments, salary differentials, or other credits in lieu of health care benefits.

Eligible employees' health insurance coverage begins thirty days after their date of hire.

For all eligible employees, health care coverage is provided for the individual employee, spouse or domestic partner, or family coverage, if needed, at the election of the employee.

Health care coverage includes medical, dental, and vision.

If during the term of this contract FRESC receives notice from its health care provider that the cost of these premiums is scheduled to increase more than 5% for the upcoming year, FRESC retains the right to re-open bargaining regarding health insurance only. FRESC agrees to provide the DNG with prompt notice if it learns that benefits are scheduled to increase more than 5%, including prompt notice of any potential changes to health care benefits or costs FRESC wishes to bargain over. Re-opener bargaining, if any, will commence within ten (10) business days of FRESC providing the Union with written notification of premium increases from the health insurance provider. The parties agree that changes in employee contributions towards healthcare, if any, will go into effect on January 1 of the subsequent year. DNG understands that the FRESC health insurance pool covers individuals outside the bargaining unit, and that the input of these parties will also be taken into account when discussing any changes in health insurance coverage or costs.

Upon departure, employees covered by FRESC's health care plan have certain legal rights to remain on the plan at their own expense for up to 18 months (more in some exceptional cases) through COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) benefits. FRESC will provide information regarding COBRA coverage, costs, and administrative procedures within the legally proscribed timeline following any eligible employee's separation from FRESC.

Retirement Benefits

FRESC provides an employer-matched 403(b), 401(k) or simple IRA retirement plan. After one year of employment, FRESC will match employee contributions to their retirement account dollar-for-dollar, up to 3%. Employees may contribute beyond 3% of their salary, but such contributions beyond 3% will not be matched by FRESC.

If an employee chooses not to participate in the FRESC retirement plan, we will require that you sign a form indicating that you have waived this opportunity. You will always be eligible to join the plan at a later date, should you choose to do so.

Vesting schedule is as determined by FRESC's retirement provider. When an employee separates from FRESC, they must follow the timelines and procedures set forth by the retirement benefit provider.

The parties agree that FRESC may change retirement providers, following consultation with the bargaining unit, and that the vesting schedule may change per the policies and procedures of a new retirement benefit provider.

ARTICLE 15
TEMPORARY REASSIGNMENT TO AFFILIATED ORGANIZATION OR PROJECT SUPERVISED BY OUTSIDE PERSONNEL

FRESC's mission includes work with affiliated and partner organizations, including but not limited to union or community organizations. From time-to-time, in furtherance of this mission, FRESC may temporarily reassign an employee to an affiliated organization or to a project that is supervised by outside personnel. When the duration of such an assignment is anticipated to exceed two (2) weeks, FRESC agrees to provide at least one (1) month advance notice, and agrees to meet and confer with the employee regarding the nature of the assignment.

All terms of employment set out in this contract shall continue to apply to any employee who is reassigned to work for an affiliated organization or to a project that is supervised by outside personnel. During a temporary reassignment, the employee's FRESC supervisor shall remain the primary supervisor responsible for maintaining the working conditions set out in this contract, and employees must immediately inform their FRESC supervisor of any non-compliance, and will maintain regular and ongoing communications with the affiliated organization's supervisor of work. Employees must immediately inform their FRESC supervisor of any non-compliance, allowing FRESC a reasonable period of time to cure the non-compliance.

Whenever possible, FRESC will provide one month advance notice of potential or actual changes in program focus or job responsibilities that may significantly impact an employee's work.

ARTICLE 16
LAYOFFS

Financial and Programmatic Layoffs
If FRESC determines that it no longer has sufficient funding to continue paying a particular employee(s), it will make every effort to provide the employee(s) and the DNG one (1) month notice prior to the effective date of the layoff. FRESC will meet with the bargaining unit to explain the decision.

If FRESC undergoes a change in programmatic focus, based on internal or external reasons, whereby it no longer has a position that fits the skills or abilities of an existing staff member(s), it shall provide the employee(s) and the DNG one (1) month notice prior to the effective date of the layoff. FRESC will meet with the bargaining unit to explain the decision.

Upon such notice of either a programmatic or financial layoff, the employee subject to lay-off may:

Option 1) The employee may choose to separate from FRESC immediately. If he/she chooses to separate immediately and agrees to sign a separation agreement as described below, FRESC will pay the employee the equivalent of one calendar month of salary as a form of severance. The separation agreement shall state:

- "FRESC will not disparage the employee and the employee will not disparage FRESC for a period of one year."
- Employees who choose to separate immediately, but do not wish to sign a separation agreement, will not be eligible for any severance payment.

Option 2) The employee may choose to work their final month at FRESC at their existing salary rate.

Option 3) The employee may work a portion of their final calendar month at FRESC, and may receive pro-rated severance for days not worked in the final month.

As with all departing employees, unused, accrued vacation will be paid out, but unused sick or comp days will not.

If an employee chooses to continue employment under options 2 or 3, both parties agree that such employment is conditioned upon the on-going satisfactory performance and professional conduct of the laid-off employee, and that in the absence of such performance or conduct, FRESC may immediately separate the employee, and if the conditions of #1 are met, pay the severance amount.

For one year following the date of lay-off, employees who have been laid off for financial or programmatic reasons shall have the right of first refusal to pursue comparable, bargaining-unit openings for which they are qualified and for which they possess the requisite skills.

ARTICLE 17
DISCIPLINARY & CORRECTIVE ACTION PROCEDURES

FRESC’s disciplinary and corrective action process is progressive and is designed to protect and promote the fair treatment of all employees. The Employer has the right to discipline and/or discharge employees only for just cause. Discipline may be required for substandard job performance, safety violations, excessive absenteeism, apparent inability to work under employer direction, or other problems that may arise.

FRESC is responsible for identifying alleged problems with employee behavior or performance and assisting in their resolution.

DNG may grieve warnings or other disciplinary action they believe to be unfair through the Grievance Procedure.

An Employee has the right to review her or his personnel file upon her or his request.
The Employer may only terminate an Employee after the accumulation of three (3) written warnings in one twelve-month period, except in the case of serious misconduct, as described in Article 18.

There are two levels of corrective action, any one of which may be employed at any time, depending upon (i) the particular circumstances and (ii) the severity of the problem:

1. Verbal Warning

FRESC may select to counsel an employee following a minor offense in an effort to eliminate any possible misunderstandings and to clarify performance criteria. If FRESC selects this option, it shall help the employee develop a solution and/or improve performance to the appropriate level. Supervisors are to inform the employee of the seriousness of the meeting, and follow up with an email that states the conversation was a verbal warning. The goal of this option is to engage FRESC and the employee in jointly correcting any performance or conduct concerns one on one, rather than punish the employee. The employee may request a follow-up meeting with a union representative present.

2. Written Warning

Prior to a supervisor authoring a written warning, a meeting shall be held to assure that all relevant information has been collected and considered. The meeting shall include the affected employee(s), supervisor, Executive Director and union steward or representative.
After such meeting, if FRESC concludes that a written warning is justified, FRESC meets with the employee and presents him/her with a written notice of corrective action. A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. FRESC and the employee shall set a time frame and a check-in program, during which improvement must be made and maintained in accordance with the terms of the warning and/or any plan for improvement ("Improvement Plan"). A record of the written warning and any Improvement Plan shall be kept in the employee's personnel file.

ARTICLE 18
DISCHARGE FOR JUST CAUSE

No employee shall be discharged except for just cause. Just cause includes three written warnings in one twelve-month period or serious misconduct. Serious misconduct includes, but is not limited to: gross insubordination; theft of personal or organizational property; abusive language when addressing a supervisor, colleague, board member or member of the public; under the influence of illegal substances while working; and creating an unsafe workplace. Engaging in serious misconduct may result in immediate termination, after all relevant information has been collected and considered.

ARTICLE 19
GRIEVANCE

DNG has the right to file a grievance in accordance with the following procedures outlined below regarding unfair treatment and/or disputes with FRESC relating, but not limited to, disciplinary action, interpretation or application of the contract, or unilateral changes by FRESC to well-established past employment practices.
Earnest efforts will be made to settle grievances with informal discussions prior to reducing them to writing.

<u>Step One:</u>
The Bargaining Unit, when appealing such FRESC action shall submit a written complaint (the "Grievance") to the appropriate supervisor or the Executive Director within twelve (12) business days after the Aggrieved Party knew, or reasonably should have known, of the act or condition on which the Employer action is based. Included in the Grievance, Aggrieved Employee shall describe the relief or remedy sought.

<u>Procedure if Grievance is filed with Supervisor</u>
The individual with whom the Grievance was filed may meet with DNG, but notwithstanding the foregoing, FRESC shall respond to the Grievance in writing within five (5) business days, in an attempt to agree on a settlement to the Grievance. If FRESC is unable to gather information from all parties, including the supervisor, witnesses, and/or the Board, then they shall receive an extra seven (7) business days to conduct further investigations and respond to the Grievance. If FRESC is unable to respond within this deadline, or if DNG and FRESC cannot reach a resolution within five (5) business days of DNG's receipt of FRESC's Response, the parties will proceed to the next Step of these Grievance Procedures.

<u>Procedure if Grievance is Unresolved or Filed Directly with the Executive Director</u>
This procedure applies where Step One constituted a Grievance filed with the Aggrieved Employee's Supervisor, and DNG and FRESC were unable to reach resolution. This procedure also applies if DNG chooses to file the grievance directly with the Executive Director.

The Grievance and any FRESC Response shall be presented to the Executive Director or her/his representative (collectively referred to herein as "Executive Director") and the Union's representative in an attempt to resolve the dispute. The Executive Director shall respond to the Grievance in writing within five (5) business days. If the Executive Director is unable to gather information from all parties, including the supervisor, witnesses, and/or the Board, then they shall receive an extra seven (7) business days to conduct further investigations and respond to the Grievance. If FRESC is unable to respond within this deadline, or if the Aggrieved Employee and FRESC cannot reach a resolution within five (5) business days of DNG's receipt of FRESC's Response, the parties will proceed to the next Step of these Grievance Procedures.

<u>Step Two: Optional Mediation</u>
If both parties agree, they may choose to utilize mediation to attempt to resolve the issue. Upon agreement to enter mediation, the parties agree to use a free Federal Mediation and Conciliation

Services (FMCS) mediator, if such program is still available (otherwise paid mediators or arbitrators cost $800-1300/day). If the FMCS free mediation program is no longer available, the parties may use any other mutually agreed upon mediator. If the parties cannot agree upon a mediator within ten (10) days, the parties shall request that the Federal Mediation and Conciliation Service submit a list of five to seven (5 to 7) possible mediators. The parties shall alternate striking names, with the DNG striking the first name, and after each party has struck two or three (2 or 3) names each, the remaining person on the list shall be appointed as the mediator. If free mediation is not available, FRESC agrees to pay the expense of mediation.
<u>Step Three: Arbitration</u>
If the Grievance is not settled in Step Two, DNG shall notify the Executive Director in writing within ten business (10) days of the Executive Director Response Deadline of its intent to proceed to arbitration.

Within ten business (10) days of being notified of DNG's intent to arbitrate, an impartial arbitrator shall be mutually agreed upon by both parties. If the parties cannot agree upon an arbitrator within ten (10) business days, the parties shall request that the Federal Mediation and Conciliation Service submit a list of seven (7) possible arbitrators. The parties shall alternate striking names, with the DNG striking the first name, and after each party has struck three (3) names each, the remaining person on the list shall be appointed as the arbitrator (the "Arbitrator").

FRESC and DNG agree to equally split the expense of an arbitration. The written decision of the Arbitrator shall be final and binding upon both parties.

ARTICLE 20
BARGAINING UNIT REPRESENTATIVE INVOLVEMENT IN HIRING

The bargaining unit shall have the right to designate one representative to participate in the review of vetted resumes and to attend interviews of final candidates for the hiring of all positions except those of Executive Director and administrative/clerical positions. The bargaining unit representative shall have the right to participate in the advancement of recommendations from those involved in the hiring process to the Executive Director, according to the method agreed upon by those involved in the hiring process, which may include consensus, or a vote including explanations of both majority and minority opinions. FRESC shall have the right to conduct informal networking interviews, phone screening, and review of resumes for minimum qualifications before including bargaining unit representatives in the hiring process.

ARTICLE 21
NO STRIKES OR LOCKOUTS

During the term of this Agreement, there shall be no strike by the DNG, and no lockout by FRESC. No employee shall be required to cross a strike picket line.

ARTICLE 22
RIGHTS OF THE PARTIES

Subject to the provisions of this Agreement, the DNG agrees that FRESC shall have the exclusive right to determine organizational vision and mission and to direct the employees covered by this Agreement. The exclusive rights of management include the right to plan, direct and control all operations performed by employees covered by this Agreement, as well as the right to direct the workforce.

Management affirms the rights of the Bargaining Unit Employees as described in this contract, and those rights protected under the National Labor Relations Act, including the right to collective action.

ARTICLE 23
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 24
TERM OF AGREEMENT

The term of this contract shall be March 1, 2016 through February 28, 2019.

The Parties agree to two economic openers during the term of the Agreement. The first opener shall be the earlier of the date clear and complete information regarding changes in salaried, overtime exempt rules under the FLSA are released from the Department of Labor, or February 1, 2017. The second economic opener shall be February 1, 2018. By mutual consent the Parties may forgo the 2018 opener if there are no substantive changes to be made.

Felicia Griffin, FRESC date	Shanta Farrington, DNG date
Melissa Pluss, FRESC date	Stephen Moore, DNG date
	Tony Mulligan, DNG date