

CONTRACT

Collective Bargaining Agreement

between

Denver Newspaper Guild

CWA Local 37074

AFL-CIO-CLC

and

Colorado Jobs With Justice

January 1, 2021 – December 31, 2023

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Collective Bargaining Agreement

between

Denver Newspaper Guild-CWA Local 37074

and

Colorado Jobs With Justice

This Agreement is entered into by and between Colorado Jobs With Justice hereinafter referred to as “JWJ” or “Employer” and the Denver Newspaper Guild hereinafter referred to as “DNG.” or “Union”

**ARTICLE 1
RECOGNITION**

1. JWJ hereby recognizes the DNG as the exclusive collective bargaining representative for all staff except those excluded as manager, supervisor or confidential employee or other exclusions based on the criteria established by the Labor-Management Relations Act, as amended, and as interpreted and applied by the National Labor Relations Board.
2. Current covered positions include: Organizer, Lead Organizer.
3. JWJ agrees to notify DNG upon creation of any new non-exempt positions and agrees to bargain a salary or wage and any conditions unique to the position.
4. A project employee is an employee hired for a time-limited project or with a time-limited stream of funding to complete a specific project, with an anticipated ending date of less than six months. The parties agree that project employees shall be members of the bargaining and subject to all terms of this agreement, with the exception of those provisions related to lay-off protections and insurance, as provided in Article 19, Health and Welfare.
5. JWJ will make every effort to hire employees on a permanent basis.
6. Contractors, fellowship workers, or any other worker employed by an entity other than Colorado JWJ that are excluded from the bargaining unit shall not be used to perform bargaining unit work. Bargaining unit work includes work previously or presently performed by bargaining unit employees, work similar in function to such past or present bargaining unit work, and any new work assigned to be performed by bargaining unit employees.

**ARTICLE 2
BOARD AND STAFF COMMITMENT & VALUES**

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

2. JWJ 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.
3. JWJ management supports an atmosphere of free speech within the organization, including the employees' right to open debate without judgment or retaliation for their views.
4. JWJ management values an organization of open dialogue and will meet with the bargaining unit to discuss areas of concern as necessary.
5. Board commits to provide the employee(s) with enough discretion in prioritizing and scheduling work to maintain an acceptable level of work/life balance. Issues that arise concerning staff discretion, managerial guidance and support, or lack thereof shall be address first through the LMC.
6. The management of relationships necessary to be successful in the work of JWJ requires intensive emotional labor which cannot be quantified and which can adversely affect an employee's mental and physical health, particularly with the presence of a disability, either visible or invisible. The Employer will take steps to address work/life balance issues and requested accommodations as they arise through the LMC.

ARTICLE 3 LABOR MANAGEMENT COMMITTEE

1. The purpose of the Labor Management Committee (LMC) is to promote communication, problem solving, diversity and increased effectiveness of the JWJ 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 JWJ Management mutually agree to reschedule or that there are no issues to discuss. The Committee must meet at least quarterly. There shall be four (4) standing members, (2) Management and (2) DNG. Any group may have alternates as needed.
2. 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 4
UNION MEMBERSHIP AND DUES CHECK-OFF**

1. Not less than thirty (30) calendar days following the execution of the Agreement or not less than thirty (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 of 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 retaining membership in DNG, whenever employed under and for the duration of this Agreement.
2. Upon receipt of a properly signed form, JWJ agrees to deduct all dues, fees and COPE contributions and remit same to the Treasurer of DNG or their designated recipient.

**ARTICLE 5
UNION TIME**

1. DNG can hold quarterly meetings of reasonable duration and occasional additional meetings on specific issues during JWJ work hours. DNG can hold additional meetings, of reasonable frequency and duration, before contract negotiations. DNG is permitted to meet in the JWJ office.
2. JWJ will allow each employee to attend one union meeting or training opportunity (one week or less) per year with full pay. JWJ will consider lost time (DNG pay) for further meetings or trainings. JWJ employees will notify management as early as possible about meetings or training opportunities. Reasonable requests will not be denied.
3. JWJ management will consider long term (more than one week) union leaves of absence on a case by case basis.

**ARTICLE 6
PROBATIONARY PERIOD**

1. New employees shall be on probation for a period of three (3) months and within this period may be terminated at JWJ's discretion and without recourse through the grievance procedure. The probationary period gives JWJ an opportunity to observe and evaluate the capacity of the employee, including the employee's ability to satisfactorily perform the essential functions of their job; and to observe and evaluate the employee's work habits and conduct.
2. JWJ 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.
3. 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 JWJ and DNG. If an extension is granted, JWJ must generate and follow a formal performance improvement plan (PIP).

ARTICLE 7 PROFESSIONAL DEVELOPMENT

1. 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. Annually, Colorado JWJ shall budget for adequate, meaningful training for each bargaining unit employee, as provided for in Section 6 below,
2. JWJ recognizes the importance of professional development for its employees and values increasing its staff's capacity and skills. JWJ 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 JWJ employees.
3. Within the first six months of employment and at least once a year thereafter, every employee and their supervisor will carry out a reciprocal evaluation and prepare a professional development plan. The supervisor and employee will discuss both individual interests and organizational needs during this process.
4. In addition to these plans, the parties agree to regularly share available professional development options, including identifying and sharing training opportunities via to all employees.
5. 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.
6. An employee desiring to enhance skills, knowledge and/or ability to perform tasks relevant to their existing position or another position at JWJ 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.
7. The parties recognize the need for transparency in the spending of professional development dollars. JWJ 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 8
NON-DISCRIMINATION**

1. JWJ is an equal opportunity employer. JWJ is firmly committed to maintaining a work atmosphere in which people of diverse backgrounds may grow personally and professionally. JWJ will not discriminate against an applicant or employee in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, sex, marital status, religious affiliation or non-affiliation, creed, sex, sexual orientation, gender identity or expression, marital or parental status, age, physical or mental ability (visible or hidden), HIV status, domestic violence survivor status, military or veteran status, income level, membership or participation in the activities of the Union or any labor organization, political beliefs or affiliation, or any other discrimination prohibited by law.
2. The Employer and the Union strongly oppose sexual harassment in any form in any worksite.
3. The Employer agrees to work toward the principle of affirmative action and shall endeavor to recruit minority employees to reflect the minority population in the Denver area.
4. The Employer and the Union agree that all employees, supervisors and managers will treat each other, regardless of position, with dignity, respect and without harassment.
5. Bullying
 - a. JWJ promotes a healthy workplace culture where all employees are able to work in an environment free of bullying behavior.
 - b. JWJ 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.
 - c. Bullying can occur at all levels - between board member, between board members and employees, and between employees. Bullying includes, but is not limited to, verbal communication, manipulating the work environment, and psychological manipulation. JWJ 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.
 - d. Critical comments 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 or board member are also appropriate and reasonable.
 - e. JWJ considers workplace bullying unacceptable. JWJ encourages all employees to report

any instance of bullying behavior to their immediate supervisor and/or another board member. 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. JWJ requires any supervisor or board member who witnesses any bullying, irrespective of reporting relationship, to immediately report this conduct to the Board Chair(s).

- f. JWJ 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 9 HOURS OF WORK

1. Both parties recognize that the nature of work at JWJ may require long, irregular hours, including weekend and evening work. The average hourly expectation for employees is 36 hours per week, including a sixty-minute daily lunch period.
2. 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.
3. JWJ employees are responsible for meeting work hour expectations and completing their work. JWJ strives to foster a work environment based on trust. JWJ recognizes that its employees are professionals and therefore can manage their own schedules and hours of work to meet personal and organizational needs. JWJ acknowledges that some personal tasks need to be handled during traditional work hours and employees are free to do so within reason.
4. Hourly employees shall be paid an hourly rate based on the annual salaries listed under Article 10, Pay.
5. Employees that are legitimate salaried employees based on the criteria of the FLSA and State law, but are paid below the overtime exempt minimum annual salary 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 forty-hour workweek. So for the purpose of calculating overtime pay the employee's weekly salary shall be divided by 40 hours to determine the employee's hourly rate. That amount shall be multiplied by 1.5 to determine the overtime rate.
6. Employees that are legitimate salaried employees based on the criteria of the FLSA and State law and are paid above the overtime exempt minimum annual salary shall not be eligible for overtime pay but shall be eligible for comp time as described below.
7. Salaried, overtime exempt employees who work over 40 hours in a week shall accrue compensatory time at a rate of one hour per hour worked over 40 hours in a workweek. The

employee may take the time at their discretion. Employees shall not work and accrue more than five (5) hours of comp time per week, unless otherwise approved by a supervisor. Employees must seek approval before working beyond forty hours in a workweek and accruing comp time. Such requests shall not be unreasonably denied. No employee shall be required to work more than seven consecutive days. When possible, comp time shall be used within the pay period in which it is accrued. Comp time shall be used within one month after being accrued unless otherwise approved by a supervisor. Comp time shall not be cashed out.

8. Employees shall complete timesheets for every pay period, tracking their time worked, comp time earned and used, and paid time off earned and used. Timesheets shall be submitted to employees' supervisor(s) within two (2) weeks of the end of each pay period. Supervisors shall submit signed and approved timesheets to the Executive Director or appropriate Board member.

9. Time actually spent in transit by employees traveling to and from out-of-town assignments, including drive/ride time to and from airports/hotels, all time in airports and all flight time shall be considered working time.

10. When the office is closed due to weather or other hazardous conditions employees shall receive their full pay for the period of closure. The manager shall make the decision concerning office closure.

In instances of severe weather or dangerous and/or difficult road conditions, any other situation preventing employees from reporting to the office, or when it makes sense to work away from the office for the day, the employee can telecommute for all or part of the work-day, performing meaningful work from home or other location away from the office. Employees shall report to, and work from the JWJ when directed to do so.

ARTICLE 10 PAY

1. Job titles shall accurately reflect the responsibilities and level of self-direction of the position. The fundamental job duties of each position are outlined in Addendum 1: CO JWJ Org Chart.

2. Employees will be hired into the job title and paid at least the base salary for the position which he/she applied, interviewed and was hired to fill. If an employee is assigned to perform and begins performing a majority of the job duties of a higher position, then the employee's title and pay shall be changed to accurately reflect the position at which she/he is performing. If an employee and their supervisor believe that the employee is working at a higher position, they shall submit their rationale for a title/salary change to the Executive Director, if applicable, or Board of Directors. The rationale shall include a detailed explanation of work consistently completed in each category of work in the CO JWJ Org Chart. The Executive Director and/or Board has no more than one (1) month to review the rationale, conduct any necessary meetings, and decide on the title/salary change.

3. Effective January 1, 2018, employees shall advance to the appropriate step within the scale

for the employee’s job title based on length of service with the employer.

4. Employees shall advance to the next step within the scale for the employee’s job title on the employee’s anniversary date of hire or, if applicable, date of promotion.

5. If an employee is promoted to a higher position, their new salary will begin in the appropriate Start column of their new position.

6. CO JWJ reserves the right to re-open this section at any time based on documented inability to pay staff at the current levels.

Acknowledging that the Colorado minimum for salaried overtime exempt status will increase to \$50,000 on January 1, 2023, to achieve that minimum, the parties agree to a 6.003% increase to the start scales effective 1/1/22 and a 6.836% increase to the start scales effective 1/1/23.

In the event that the state or federal salaried overtime exempt minimum annual salary exceeds any bargaining unit member’s salary, such member’s salary shall be increased to meet the exempt minimum annual salary. Any such adjustments shall be counted towards annual wage increases or other negotiated wage increases.

2022 increase: 6.003% step increases: 3%
 2023 increase: 6.836%

Organizer						
Date	Start	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.
1/1/2021	44,150	45,475	46,839	48,244	49,691	51,182
1/1/2022	46,800	48,204	49,650	51,140	52,674	54,254
1/1/2023	50,000	51,500	53,045	54,636	56,275	57,963

Lead Organizer, Strategic Research Analyst						
Date	Start	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.
1/1/2021	49,669	51,159	52,694	54,275	55,903	57,580
1/1/2022	52,651	54,230	55,857	57,533	59,259	61,037
1/1/2023	56,250	57,937	59,675	61,466	63,310	65,209

**ARTICLE 11
 JOB DESCRIPTIONS AND PROMOTIONS**

1. Written job descriptions are required for all employment positions and are based on the job duties outlined in the Org Chart. Each job description must detail the position’s job functions and tasks.

2. Should JWJ create any new job title, the Employer shall furnish the Union with the proposed job description and the parties shall negotiate over the job description and a new base salary for

the position.

3. Notice of vacancies in current or new positions shall be sent to all current employees via email. The notice shall include the job title, job description and pay rate. After notice is sent, current employees shall have five (5) business days to apply for the position. Current employees shall be interviewed and given first consideration prior to external candidates being interviewed.

4. 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. In such case, the supervisor and employee(s) shall work together to edit the job description then submit it to the Board and DNG for final revisions and approval. If justified, the parties may negotiate a new or modified pay rate for the position.

ARTICLE 12 EXPENSES AND EQUIPMENT

1. Car Allowance

- a. Employees driving at least 50 work related non-commuting miles in a month shall be reimbursed for all such mileage, including the first 50 miles, at the current IRS mileage rate. Mileage over 200 miles in a month and travel over 35 miles each way requires prior approval from a supervisor.
- b. Employees are entitled to a separate reimbursement for all reasonable parking costs incurred during work-related travel.
- c. Employees that use public transportation in lieu of the use of an automobile for work related non-commuting travel shall be reimbursed for half of the cost of a RTD regional pass.

2. Cell Phone

Employees with job duties requiring the use of a cell phone on a regular basis shall be provided with a cell phone and a service plan with adequate minutes and data by the Employer. Phone insurance will be provided by the Employer but all deductibles and other expenses related to damage or loss of the phone are the responsibility of the employee.

3. Travel Expenses and Reimbursements

- a. All meals during travel will be reimbursed by CO JWJ, except for any meal that is being provided by a conference or organization. Meals will be reimbursed at a maximum of \$60 per day (\$10 breakfast, \$20 lunch, \$30 dinner).
- b. Ground Transportation costs to/from airports, meetings, and other events during travel will be covered. Staff shall attempt to utilize cost-effective transportation whenever possible (i.e. public transportation or parking at airport over taxis).
- c. Prior to confirming and booking travel, all employees must receive supervisor and Board

approval of the travel budget, including estimated expenses for meals, ground transportation, and any other direct costs from CO JWJ.

- d. Once travel is complete, employees will submit reimbursement forms and receipts to their supervisory. The supervisor will submit signed and approved reimbursement forms to the Board Treasurer and Bookkeeper (if applicable).
- e. If paying for travel expenses upfront and being reimbursed later creates a burden on the employee, the employee may request an advance of estimated expenses prior to travel. Once travel is complete, the employee will be expected to provide receipts for all expenses and to return any unused portion of the advance.

4. Reimbursements of Work-Related Expenses

- a. Employees who are provided with a JWJ credit card shall obtain prior approval from a supervisor/Board member for individual expenses over \$50. The credit card shall be used for organizational expenses only. Organizational expenses incurred by the employee that are not charges to the credit card shall be reimbursed. Such expenses that are over \$50 shall be pre-approved by a supervisor/Board member. Expense limits on the JWJ credit card do not apply to the Organizing Director.
- b. Employees that are not provided with a JWJ credit card shall be reimbursed for reasonable organizational expenses incurred. Individual expenses over \$50 must be pre-approved by a supervisor/Board member.

5. Equipment

JWJ shall provide all equipment needed to perform assigned work, including but not limited to office space, desk, chairs, computer, internet service, office supplies and a phone.

**ARTICLE 13
HOLIDAYS**

- 1. The following days are designated as paid holidays:

Martin Luther King Day

Cesar Chavez Day (recognized but employees may be assigned to work in honor of the day)

Independence Day

Memorial Day

JuneTeenth (recognized but employees may be assigned to work in honor of the day)

Thanksgiving Recess (Wednesday, Thursday and Friday)

Labor Day

- 2. In addition, the Colorado Jobs With Justice office will be closed each year between December 24th and January 1st. All employees will receive holiday pay for all work days that fall in this timeframe. If an employee works during this time period, they will receive comp time for any hours worked.

3. When any holiday listed in Section 1 falls on Saturday, Sunday, or a regular non-scheduled working day of an employee, the first working day of the employee's normal work week, or the last working day of the preceding week shall be observed as the holiday.

4. Employees will have the right to declare six (6) Personal Days each calendar year that may be used as personal observance days. (Some examples of the purpose of Personal Days are: Kwanzaa, Three Kings Day, Audre Lorde's Birthday, Yom Kippur, Hanukkah, Good Friday, Winter Solstice, National Coming Out Day, Birthday, Ramadan, to engage in school activities, or just a needed day off.) Employees shall be granted such days on January 1 each year. Upon hire, new employees shall be granted a prorated number of days based on the remaining length of the calendar year. But in no case shall a new employee be granted less than three (3) personal days. Personal days must be used within the calendar year or mutually agreed upon extension or the day(s) shall be lost. Personal Observance Days cannot be cashed out for any reason.

ARTICLE 14 VACATIONS

1. Vacation shall accrue monthly. The higher rates of accrual shall take effect in the first month after the anniversary date of employment.

2. Employees with less than three years of continuous service shall accrue twelve days of vacation with pay each year; one day (7.2 hour average) per month.

3. Employees with more than three years and less than seven years of continuous service shall accrue eighteen days of vacation with pay each year; one and one half days (10.8 hours average) per month.

4. Employees with more than seven years of continuous service shall accrue twenty-four days of vacation with pay each year; two days (14.4 hour average) per month.

5. Part-time employees' vacation accrual shall be pro-rated.

6. Absence shall not break the continuity of continuous service for the purpose of vacation accrual.

7. If any of the holidays listed in Article 9 occur during the period of any employee's vacation, the day shall be accounted for as a paid holiday, not a used vacation day.

8. Upon separation of employment all employees shall receive vacation pay for all vacation accrued and not taken.

9. The use of accrued vacation in excess of the equivalent of one year's accrual may be assigned by the employer.

10. The Employer shall endeavor to comply with the employee's request for vacation time consistent with the operational demands of the organization. Employees are required to give at least seven (7) workdays' notice to the supervisor before taking vacation time. The Employer recognizes that there may be occasions when less notice may be given. In those cases, the employee must make a request to the supervisor and receive approval before the time can be taken.

ARTICLE 15 SICK LEAVE

1. New employees shall be granted four (4) days of sick leave upon hire. All additional sick leave shall be accumulative beginning with the first month of employment at the rate of one day for each month worked. Sick leave shall be earned before granted.

2. The employee granted sick leave may deduct such granted sick leave from the earned accumulative sick leave and still accumulate earned sick leave. An employee off due to illness or injury in excess of 30 calendar days shall not continue to accrue paid sick leave after the 30 days until employee has returned to work from their illness or injury. For payment of sick leave beyond five consecutive days, the Employer may at their option, require a doctor's certificate of proof of illness from the employee before paying such leave.

3. Sick leave shall be integrated with Disability Insurance and/or Worker's Compensation, and only the amount of salary paid by the Employer shall be charged against the employee's sick leave credit, and in no case shall an employee receive a lesser amount than their applicable wage rate after all credits have been taken.

4. An employee may use accrued sick leave to care for a family member.

5. An employee may use up to three days a year of accrued sick leave to take care of unavoidable personal business.

6. Family Leave Co-Op

PHILOSOPHY: The CO JWJ Family Leave Co-op (FLC) was created to provide employees additional paid leave during personal illness or that of a family member when an employee has exhausted their own accrued sick leave and all but five (5) days of either earned vacation and/or Personal Observance Days. The hours in the Co-op are maintained by the generous donations of co-workers. Management (Board and/or Staff) shall oversee the program.

Policy

- a. Employees who have utilized all accrued sick leave and all but one week of vacation time and/or their Personal Observance Days are eligible for the program. Hours are paid to the employee at their regular rate of pay. Contributions to the bank are at the employee's discretion.

- b. If eligible for Workers' Compensation, a waiver must be signed stating that the employee will reimburse CO JWJ any FLC funds; subsequently CO JWJ will reimburse hours to the FLC.
- c. Requests for use of FLC shall be submitted to management (Board and/or staff). Requests shall be submitted at least five workdays prior to the need for time off, when possible.
- d. Contribution of hours to the FLC may come from Sick Leave, Vacation Time, Personal Observance Days or monetary equivalent.
- e. Upon termination of employment, the exiting employee may donate their unused sick leave. The donation shall be made in writing after the unused Sick Leave for the exiting employee has been calculated and verified by Management.
- f. Employees may contribute to the FLC at any time by giving written notice to the appropriate member of Management (Board and/or Staff). Employees will be notified by Management of the opportunity to contribute two (2) times each year, in January and June and whenever a request for use is made.
- g. All new employees will be made aware of this program during their new employee orientation time period.

ARTICLE 16 LEAVE OF ABSENCE

1. Employees with more than six months of service shall be granted leaves of absence by the Employer without pay for reasonable periods not to exceed 90 days for good and sufficient cause including illness or death in the immediate family. Leaves of absence shall not affect the employee's rights under this Agreement.
2. The Employer agrees to abide by all the provisions of the Federal Family and Medical Leave Act, whether or not the Employer employs the minimum number of employees to be legally bound by the FMLA. Employees shall have the option of using any accrued paid time during such leave (i.e., vacation, sick leave, etc.).
3. 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. Permanent employees who are in the U. S. Military Reserves and who submit proof that during the calendar year they are required under terms of their initial obligation, to report for annual active duty training, shall be granted a leave with pay for up to two weeks, less pay received from the military. For military leave longer than two weeks, employees may use accrued vacation.
4. Employees shall be granted leaves of absence by the Employer without pay for a period not to exceed two weeks. Such leaves of absence may be extended by mutual agreement between the Union and the Employer.

5. In cases of death in the immediate family, an employee shall be granted a leave of absence for three days with pay. An employee upon request shall receive a leave of absence to attend a funeral for persons other than the immediate family for a maximum of three days without pay.
6. Upon being granted leaves of absence, the employee shall notify the Union of such leaves of absence in writing.
7. The Employer shall not discriminate in granting or denying an employee's request for any leave of absence.

ARTICLE 17 PARENTAL LEAVE

1. The Employer shall grant sixty (60) work days of paid parental leave, for the birth, pre-birth complications, adoption, adoption equivalent or foster care of a child.
2. Upon request by the employee, the Employer may grant extended unpaid parental leave up to sixty (60) work days, or may agree to part-time employment. During extended parental leave the employee shall be permitted to use any combination of sick leave, vacation, personal observance days, accumulated compensatory time or unpaid leave. The maximum combined amount of leave and part-time employment shall not exceed one hundred and twenty (120) calendar days except at the discretion of the Employer.
3. Employees shall be guaranteed the return to their original position held at the time of taking parental leave, at the same rate of pay received prior to the leave, including any negotiated increases.
4. Employees shall suffer no loss of seniority during parental leave. All insurance coverage shall be maintained for employees on parental leave.

ARTICLE 18 JURY DUTY

1. Employees impaneled in a jury and/or performing active jury duty shall be paid the difference between the jury pay received and their salary for up to a maximum of four weeks for each jury call.
2. An employee called for jury duty shall be permitted the required time off, with pay, to answer the jury panel requirements, but shall return to work immediately after dismissal by the court.
3. Employees required to appear in court on behalf of the Employer shall receive their regular pay during such appearance.

ARTICLE 19
ARRESTS

1. When a JWJ employee is arrested while on the job, they will receive the following pay/comp time:
 - a. For planned and pre-approved arrests (where an employee and supervisor/Board member discuss the potential for arrests and an employee is granted approval for arrestable actions), employees shall be paid for work twenty-four (24) hours/day for one (1) week, and eight (8) hours/day after that for the duration of the incarceration.
 - b. For unplanned and/or unapproved arrests while performing assigned work, employees shall be paid for work twenty-four (24) hours/day for forty-eight (48) hours total and eight (8) hours/day for the duration of the incarceration.
 - c. In both cases, JWJ staff and board members will provide legal counsel and make every effort to get employees out of jail as soon as possible.
2. Legal Expense
JWJ will provide legal counsel for employees if she/he is required to appear in court for actions resulting from the performance of their assigned duties under this contract, and will further pay on their behalf any bail, fines, judgments or penalties imposed upon her/him as a result of their performance of their JWJ duties. Driving and parking infractions are excluded from this provision.

ARTICLE 20
HEALTH AND WELFARE

1. JWJ shall provide medical, dental, and vision insurance for each employee, their spouse or domestic partner and eligible dependents. JWJ shall pay 100% of the employee's premium, 50% of a spouse/domestic partner's premium, and 100% of all children's premiums to provide such coverage.
2. Bargaining unit representatives shall be included in annual discussions with the insurance broker concerning renewal options and any changes to the plan(s) for the following year. Changes to the plan(s) shall be made only with mutual agreement between JWJ and DNG.
3. If an employee has medical, dental or vision coverage under the policy of a spouse, domestic partner or parent, JWJ shall reimburse the employee for the amount paid for such monthly premium(s) (if any), up to 100% of the amount JWJ would pay for employee or employee plus children coverage through the JWJ plan(s). If applicable, the reimbursement shall be added to the employee's salary through their paycheck.
4. Employees working less than 20 hours/week shall pay 50% of the monthly employee-only premium and 50% of children's premiums, if any are to be insured, for coverage under the JWJ plan(s). Or the employee may elect to be reimbursed for the amount they pay for other insurance

premiums (if any), up to an amount equivalent to 50% of the monthly premium(s) to provide employee or employee plus children coverage through the JWJ plan(s). If applicable, the reimbursement shall be added to the employee's salary through their paycheck.

ARTICLE 21 DEFINED CONTRIBUTION PLAN 401(k)

All employees covered by this Contract shall be eligible to participate in the IUE-CWA 401k Plan. JWJ shall contribute an amount equal to 3% of the employee's salary to the plan on behalf of each employee.

ARTICLE 22 EMPLOYEE SECURITY

1. Except as provided in Article 6, Probationary Period, no employee shall be subject to discipline or discharge except for just and sufficient cause. Except in circumstances where a severe conduct infraction justifies immediate discharge, all discipline shall be progressive. All performance and attendance disciplines shall be progressive.
2. Employees shall have the right, but must request, that a union representative or representatives be present at any discussion with the Employer which may affect the relations of the employee and the Employer. 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 her or him. If a request for union representatives is made, the discussion shall not proceed until the union representative or representatives are given a reasonable opportunity to be present.

ARTICLE 23 DISCIPLINARY & CORRECTIVE ACTION PROCEDURES

JWJ'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.

JWJ 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 their personnel file upon the employee's 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 Section 3, Discharge for Just Cause.

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

JWJ may select to counsel an employee following a minor offense in an effort to eliminate any possible misunderstandings and to clarify performance criteria. If JWJ 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 JWJ 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(s) and union steward or representative.

After such meeting, if JWJ concludes that a written warning is justified, JWJ meets with the employee and presents them 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. JWJ 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.

3. 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 24 LAYOFFS

1. If JWJ 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. JWJ will meet with the bargaining unit to explain

the decision.

2. If JWJ 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. JWJ will meet with the bargaining unit to explain the decision.

3. 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 JWJ immediately. If he/she chooses to separate immediately and agrees to sign a separation agreement as described below, JWJ will pay the employee the equivalent of one calendar month of salary as a form of severance. The separation agreement shall state:

- o "JWJ will not disparage the employee and the employee will not disparage JWJ for a period of one year."
- o 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 JWJ at their existing salary rate.

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

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

5. 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, JWJ may immediately separate the employee, and if the conditions of #1 are met, pay the severance amount.

6. 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 25 GRIEVANCE PROCEDURE

1. All disputes, complaints or grievances arising out of this Agreement shall be first taken up between the Union and the Employer, and failing satisfactory settlement thereof, either side shall refer such dispute, complaint or grievance to arbitration as established by this Article. In cases of discharge only, any such complaint or grievance shall be called to the attention of the Employer by the Union within seven working days after such discharge. In the absence of such

notification, such discharge shall not be grieved.

2. Grievance meetings will be conducted during regular working hours. The grievant will be allowed to attend all steps of the grievance procedure and will be paid their regular wages. Stewards will be paid their regular wage to attend grievance meetings but will not be paid for attendance at arbitrations unless appearing as a witness.

3. The Union shall file a grievance within ten working days from the time of the occurrence giving raise to the grievance. The grievance shall be filed in writing, describing the nature of the complaint and the date it occurred.

4. Within ten working days of the filing of the grievance, a meeting shall be held to discuss the complaint.

5. The Employer will render a decision in writing within five working days after the grievance meeting is held.

6. In the event the grievance is unresolved by such a meeting, the Union and the Employer, with mutual agreement, may request a Federal Mediation and Conciliations Service Mediator to help find resolution.

7. In the event the grievance is unresolved in prior steps, the grievance may be appealed to Arbitration by the Union. No new evidence can be presented before an arbitrator by either party unless said party notifies the other party at least five working days prior to the date of arbitration. Within ten working days following the Employer's response after the grievance meeting, or after mediation, the parties will attempt to mutually agree upon an arbitrator. If the parties are unable to agree on an arbitrator, the grievance will immediately advance as follows.

- a. In the event that the parties cannot agree on the selection of an impartial arbitrator, they shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from such list until one name remains, which person shall be the arbitrator.
- b. The arbitrator shall not have the right to add to nor subtract from or to change any of the provisions and terms of the Agreement. Jurisdiction shall extend solely to the claims of violation of specific written provisions of the Agreement and involve only the interpretation or the application of the Agreement.
- c. Each party shall bear all expenses of its own witnesses and members for the arbitration. The fee for the arbitrator as well as other expenses connected with the formal hearing shall be borne equally by both parties.
- d. The Arbitrator's decision shall be final and binding upon the parties.

8. Should any party fail to meet the time limits set forth herein, or as mutually extended by the parties, that party shall automatically lose by default. The parties may mutually agree to submit

any grievances to expedited arbitration.

ARTICLE 26 COMPLIANCE WITH LAW

In the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention to 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 unless the parts so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. The Employer and the Union further agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof.

ARTICLE 27 ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

I. Policy Statement

Colorado Jobs With Justice, hereby referred to as JWJ, is committed to providing all of its employees including officers, and its interns with a workplace free from discrimination and harassment. JWJ does not discriminate against or allow harassment of any employee because of the employee's race, religion, color, sex, age, national origin, sexual orientation, gender identity or expression, disability, ancestry, pregnancy, or any other basis prohibited by law, or based on the employee's protected activity under the anti-discrimination statutes.

JWJ reaffirms that it will not tolerate discrimination or harassment in any form. This prohibition covers any discrimination or harassment in the workplace, regardless of whether the discrimination or harassment is committed by a supervisor; officer; co-worker; member, employee or officer of an affiliate; vendor or consultant or any other person.

II. DEFINITIONS:

A. Designee

The Designee is a person appointed by the Board or Board Chair to investigate a discrimination or harassment complaint and report their findings to the Board.

B. Discrimination

It is discrimination for an employer to base any decision regarding the terms or conditions of employment on an employee's race, religion, color, sex (including pregnancy), age, national origin, sexual orientation, disability, gender identity or expression, ancestry, marital status, or any other characteristic protected by law.

C. Employee

For the purpose of this Policy, “employee” is defined as any individual employed and paid by JWJ, including staff and interns.

D. Harassment

Harassment consists of unwelcome verbal, visual or physical conduct that is based on an individual’s race, religion, color, sex (including pregnancy), age, national origin, sexual orientation, gender identity or expression, disability, ancestry, marital status, or any other characteristic protected by law. It may include, but is not limited to, actions such as use of epithets, slurs, negative stereotyping, offensive jokes, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures and interference with work performance that relate to sex, race, age, disability or other protected categories as defined in Section II. B. Harassment may also include written or graphic material that denigrates or shows hostility toward an individual or group, whether that material is sent by e-mail, placed on walls, bulletin boards, computer screens, or elsewhere on JWJ premises or circulated in the workplace, including at work-related events.

Unwelcome conduct can constitute harassment if:

- It has the purpose or effect of unreasonably interfering with an individual’s work performance;
- creates an intimidating, hostile or offensive working environment; or
- submission to the conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or
- extremely serious isolated incidents.

E. Sexual Harassment

Sexual harassment can involve unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. Both victim and the harasser can be a woman, man or gender non-binary, and the victim and harasser can be the same sex.

The following is only a partial list of sexually harassing conduct:

- explicit sexual propositions; or
- offering employment benefits in exchange for sexual favors; or
- making threats or retaliating after a negative response to sexual advances; or
- sexual innuendo or sexually suggestive or sexually degrading comments about a person’s body, sex life, sexual prowess or sexual deficiencies; or
- sexually oriented jokes, derogatory comments, epithets, slurs or catcalls; or
- obscene language, letters, notes or invitations (including by e-mail); or
- physical contact such as touching or impeding movements; or

- conduct such as leering, making sexual gestures; or
- displaying or distributing pornography or other sexually suggestive objects, pictures, cartoons or posters (including but not limited to by e-mail, viewed or shared on a work computer or via text message).

Unwelcome sexual conduct can constitute harassment if:

- it has the purpose or effect of unreasonably interfering with an individual's work performance; or
- creates an intimidating, hostile or offensive working environment; or
- submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment or inhibits the employee's ability to perform assigned work; or
- submission to or rejection of the conduct by an individual is used as the basis for tangible employment actions taken toward the employee.

III. COMPLAINT AND INVESTIGATION PROCEDURE

As a means to ensuring a workplace free from discrimination and harassment, JWJ adopts this formal procedure for the handling of discrimination or harassment complaints. This procedure is intended to supplement - not to replace or supersede - the other procedures available to employees under Title VII of the Civil Rights Act of 1964, Colorado Anti-Discrimination statutes, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or any other applicable federal, state or municipal fair employment practices law, or otherwise.

A. General Principles

JWJ employees are strongly encouraged to come forward with a complaint within a reasonable time of an incident. Any incident of discrimination or harassment should be reported immediately including isolated incidents—whether or not the employee wishes for action to be taken—so that a pattern of behavior may be established. The employee may report offensive conduct as defined herein without fear of interference with the individual's work performance or contributing to a hostile work environment. An employee should not wait to report harassment until it becomes severe and pervasive. JWJ is committed to stopping discrimination and harassment even if the conduct has not risen to the level of a violation of law.

If the employee feels comfortable doing so, they should respond to the discriminatory or harassing conduct in a way that demonstrates that the conduct is unwelcome. However, the employee is not required to respond directly to the offending individual.

Efforts will be made to investigate and resolve complaints promptly, thoroughly and impartially, and in as confidential a manner as is possible consistent with proper investigation of the complaint

If a person is accused of discrimination or harassment, the accused or representatives from the accused's organization outside of Jobs With Justice shall not play any role in administering or making decisions under this procedure. This shall not interfere with the ability of JWJ representatives who are not the accused to be involved in the process when the accused is a representative of JWJ.

If the accused is determined to have engaged in discrimination or harassment, appropriate action will be taken promptly. For discrimination or harassment by an employee, supervisor or officer of JWJ, appropriate sanctions will be imposed up to and including termination of the offending individual, in compliance with the collective bargaining agreement. If it is conduct by a member, employee or officer of an affiliate, vendor or consultant, then JWJ will take appropriate action, using its best good faith means available.

There will be no retaliation or other adverse action taken against the complainant who reports an incident of apparent discrimination or harassment, or individuals who provide information in the course of the investigation of such a complaint or report. Any such retaliation can also be the subject of a complaint under this procedure. If, as a result of retaliation or adverse action, the complainant does not feel they can work in good faith with the Board members or designee, the individual should contact a Regional or JWJ Staff Representative. If retaliation in fact occurred, prompt and appropriate corrective action will be taken and appropriate sanctions imposed, up to and including termination.

B. Procedure

The procedure for dealing with complaints of discrimination or harassment is as follows:

1. If an employee believes that they have been the target of discrimination or harassment, JWJ encourages the employee to report the alleged incident(s) as soon after the incident occurs as reasonably possible to a supervisor, manager, or a member of the Board. Failure to report claims of harassment hampers JWJ's ability to take necessary steps to remedy such situations.

An employee is not required under this procedure to confront the offending individual.

It is the responsibility of any manager, supervisor or member of the Board who receives a complaint to inform the Board Chair or designee of the allegations so that a prompt investigation may be conducted, unless otherwise directed by the complainant. This article is not intended to obligate a Board member to inform the Board Chair or designee against the expressed will of the complainant.

2. The Board Chair or designee shall make every effort to keep the complainant informed about the process and, when appropriate, shall engage the complainant in making procedural decisions.

3. When discrimination or harassment is alleged, if appropriate, the Board Chair or designee will attempt to resolve the matter informally.
4. If the nature of the allegations makes such informal investigation inappropriate or if informal efforts do not resolve the matter, the Board Chair or designee will ask the person making the complaint ("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.
5. The Board Chair, or designee, will conduct an investigation to determine whether discrimination or harassment has occurred. The Board Chair or designee must be trained in conducting appropriate investigations and must not have a conflict of interest related to the complaint, complainant or accused. If the Board Chair has a conflict, the remaining Executive officers shall appoint the designee to conduct the investigation.
6. If the investigation warrants disclosure of the complainant's name or identifying characteristics to individuals other than the Board Chair or designee, the accused, or members of the Board, the complainant shall be notified of such needed disclosure.
7. During the course of the investigation, the Board Chair or designee will inform the accused of the complaint, and will give them the opportunity to respond to the allegations and to submit the names of individuals who the accused believes have information relevant to the investigation.
8. The investigation may include meeting with the complainant, the accused and other individuals who may have relevant information. Relevant documents may also be reviewed. 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.
9. If necessary, JWJ will take steps to ensure that additional discrimination, harassment, or retaliation does not occur during the period of investigation. JWJ will take steps to ensure that the investigation or the accused does not interfere with the complainant's ability to perform assigned work
10. If the investigation establishes that discrimination or harassment has occurred, JWJ 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 may include imposition of discipline on the discriminator/harasser, ranging from reprimand to discharge. If it is conduct by a member, employee or officer of an affiliate or by a vendor or consultant, then JWJ will take appropriate action, using its best good faith means available. Good faith means includes, but are not limited to notifying the accused's superior, at the local, regional or national level,

requesting that appropriate action is taken.

JWJ values the use of restorative practices as an approach to non-punitive conflict management. JWJ may attempt to resolve matters wholly or partially through restorative practices so long as both the accused and complainant consent to the use of restorative practices and the restorative process proposed.

Based on the findings of the Board Chair or designee, and based on advice from legal counsel if sought, the Board shall determine appropriate action to be taken when a violation of this Policy has been established.

11. JWJ will inform both the complainant and the accused of the outcome of the investigation and, if permissible, what measures were taken to correct the discrimination or harassment.
12. Use of the process established in this policy in no way constitutes a waiver of any legal rights held by or remedies available to the complainant.

ARTICLE 28 INFORMATION

Written notice of the name, address, the last four digits of the social security number, gender identified by the employee, if any, telephone number, date of birth, date of hiring, anniversary date, and salary of each new employee covered by this agreement shall be sent to the Guild office quarterly or as changes occur and upon request by the Guild. The Employer shall notify the Guild office on a quarterly basis of (a) any change in classification and wage changes including reason thereof and effective date thereof; and (b) the resignation, retirement, death, change of address reported by employees, change of name reported by employees or separation from employment of any employee covered by this agreement.

Annually, the employer shall provide to the Guild a copy of any proposed budget prior to presentation to the Board for the Board's approval, a copy of the final adopted budget as soon as practical after Board approval, and a copy of any amendments or changes to the budget that may be made during the fiscal-year.

ARTICLE 29
DURATION OF AGREEMENT

This Agreement is hereby made effective January 1, 2021 and expires December 31, 2023. At any time within two months immediately prior to the expiration date of this Agreement JWJ or DNG may initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations.

For JWJ:

Pamela Resendiz Trujano
Vinnie Cervantes
Sofia Solano

March 8, 2021
Date Signed

For DNG:

Eric Leveridge
Molly Geoghegan
Anthony M. Mulligan

February 23, 2021
Date Signed