

# **CONTRACT**

**DENVER AREA LABOR FEDERATION (DALF)**

**and**

**DENVER NEWSPAPER GUILD**

**CWA LOCAL 37074**

**AFL-CIO-CLC**

**EFFECTIVE**

**January 1, 2020 – December 31, 2021**

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**AGREEMENT BETWEEN  
DENVER NEWSPAPER GUILD-CWA LOCAL 37074  
(DALF Administrative Staff)  
AND  
DENVER AREA LABOR FEDERATION**

This Agreement is entered into by and between the Denver Area Labor Federation hereinafter referred to as DALF and the Denver Newspaper Guild-CWA Local 37074 hereinafter referred to as "DNG". It is acknowledged that DALF is managed by representatives of its affiliate organizations through DALF's Executive Board and Body of Delegates. It is understood that authority regarding application of some provision of this Agreement may be assigned to the President, and authority regarding other provisions may be retained by the Executive Board or Body of Delegates, as determined by DALF.

**MISSION STATEMENT**

Our mission in DALF is to improve the lives of working people and their families and lead the way to a more just and humane society.

The parties agree that our joint mission is to advance the interests of DALF affiliates, to build power for all working people and to be a leader in the progressive labor movement.

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

**ARTICLE 1  
Recognition**

DALF hereby recognizes DNG as the exclusive collective bargaining representative for its program staff, currently the positions of Political Organizer, Political Coordinator, Political Director, Community Labor Liaison and Community Outreach Director. The parties agree that officers, supervisors and office/clerical employees are not covered by this Agreement.

DALF agrees to notify DNG on a timely basis of any changes which have significant impact on the bargaining unit. Upon request of DNG, DALF agrees to meet and confer on such issues expeditiously. Further, when such changes meet the legal test for mandatory subjects of bargaining, such bargaining will occur on a timely basis.

Clear and complete job descriptions for each covered position shall be created and maintained, with input from current employees. DALF shall maintain clear, complete and up to date expectations for each covered position and shall regularly communicate those expectations to covered employees. It is understood that any and all DALF employees may at times be used in capacities other than those listed in the employee's general job descriptions.

**ARTICLE 2  
Non-Discrimination**

This policy is intended to apply to recruiting, hiring, promotions, upgrading, layoffs, compensation, benefits, termination, and all other privileges, terms, and conditions of employment. DALF will not

discriminate against any person or employee because of race, color, ethnicity, religion, sex, sexual orientation, gender identity, age, national origin, disability, veteran status, HIV status, immigration status or union activity.

All parties to this contract agree to treat each other with respect and dignity.

DALF shall provide a safe work environment free from harassment and shall address harassment complaints as they arise. If an employee reports harassment, the complaint shall be investigated and addressed appropriately as soon as possible. The final resolution shall be mutually agreed upon by staff and management, no later than thirty 30 days after the incident. The DALF ethics committee shall establish harassment-free workplace protocols within 30 days after ratification of this agreement. Those protocols shall be used to guide DALF through the process, but it is acknowledged that protocols covering all scenarios cannot be created, and the proper resolution may require an outcome outside of those protocols. If an employee reports harassment, there shall be no negative effect on the employee's working conditions or continued employment as a result of such reporting.

### **ARTICLE 3** **Union Membership and Check-off**

Not less than thirty (30) calendar days following the execution of this 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 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 retaining membership in DNG, whenever employed under and for the duration of, this Agreement.

Upon receipt of a properly signed form, DALF agrees to deduct all dues and fees and remit same to the Treasurer of DNG.

### **ARTICLE 4** **Issue Resolution and Corrective Action**

An effective means of resolving issues is in the interests of all parties. Solving workplace concerns quickly and by those most directly involved is essential to reducing conflicts and grievances and creating a more constructive work environment. To that this procedure has two components:

- A system for raising and quickly resolving workplace issues using interest-based problem solving by those directly involved with the issue.
- A method of resolving performance and behavior issues in a non-punitive fashion in which employee, supervisor and Union representatives work together to identify the problem and craft the solution.

#### **Issue Resolution**

Issues are raised at the work unit (team) level and the stakeholders within the work unit will meet in a timely manner to attempt to resolve the concern. If the concern continues to remain unresolved the parties will discuss and mutually agree on any next steps to follow. Issue resolution is an alternative to, but does not replace the Grievance Procedure.

If the concern is generated from the employee to the Union Steward or Representative, the Union shall notify the supervisor. If the concern is generated by the supervisor or by the employee to the supervisor, the supervisor shall notify the Union Steward or Representative about the need for a meeting.

DALF and DNG agree to attempt resolution through informal discussion so that the submission of a written grievance may not be necessary. The dialogue shall focus on resolving the issue to the satisfaction of all parties on an informal, amicable basis. Facts surrounding the issue(s) shall be presented, reviewed, and options discussed. Issues(s) must be addressed within a reasonable period of time.

### Corrective Action

The Corrective Action Plan has five levels: Oral Reminder, Individual Action Plan, Corrective Action Plan, Day of Decision and Termination. The first two steps are informal with no documentation in the personnel file. There are no warning letters or suspensions. The goal is to jointly correct the performance or conduct, rather than punish the employee. An employee who disputes any action at any level under this procedure shall have the right to file a grievance.

All discussion starts with Joint Objective Discovery.

#### Level 1 – Oral Reminder

Manager, employee and union representative (unless employee refuses representation) meet privately to

- Identify the root cause
- Develop solutions
- Work together to solve problem
- Write up a summary detailing each party's commitment (placed in manager's file only)

#### Level 2 – Individual Action Plan

Manager, employee and union representative meet privately to

- Together develop a plan to help employee succeed
- Plan will detail timelines and everyone's roles
- Write up a summary detailing each party's commitment (placed in manager's file only)

#### Level 3 – Corrective Action Plan

Manager, employee and union representative

- Jointly develop Corrective Action Plan
- Written plan outlines the employee's commitment to improvement
- Goal remains to help employee succeed
- Plan placed in DALF personnel file not to exceed one year
- It is designed to be repeated as often as necessary to help employee be successful

#### Level 4 – Day of Decision

If determined to be a Level 4, the manager, next level manager, employee, union representative and next level union representative meet to invoke Day of Decision.

- Employee placed on one paid Day of Decision
- If employee decides to change performance behavior, manager, employee and union will write up a Last Chance Agreement
- Everyone will sign agreement
- Agreement placed in DALF personnel file not exceed one year

## Level 5 – Termination

If no change in performance/behavior, the employee will be terminated

### **ARTICLE 5**

#### **Discipline**

Employees may be disciplined or discharged only for just cause.

DALF will advise the Employee prior to a meeting where disciplinary action is anticipated (including written warnings, demotion, suspension, or discharge) of their right to have a Union representative present. If the employee requests a union representative shall be present at such meeting provided it does not present unreasonable delay.

DALF agrees to maintain one personnel file for each employee. An employee may review his/her file upon request. A copy of any formal disciplinary document placed in an employee file also shall be mailed to DNG. An employee may place reaction material in response to any item in his/her file. A disciplinary document shall remain in the employee file for not more than one year from the date of the incident. The parties recognize and agree the nature of some disciplinary infractions may require that they be kept in the file for longer than one year. Any disciplinary notice not removed after one year will be identified and reviewed by DALF and DNG.

### **ARTICLE 6**

#### **Seniority**

Seniority is defined as the length of continuous service from the date of hire with DALF. Any employee who has been a regular employee of DALF and thereafter performed work in a paid status with the State or National AFL-CIO shall be credited with time worked in that capacity for purposes of DALF seniority. Further, employees hired into temporary or project status that later become regular employees shall have their prior service in such status at DALF credited for seniority purposes.

Seniority shall prevail in vacation scheduling, reductions in force, and filling vacancies provided the senior employee has the necessary skills and qualifications to perform the job with minimal training or unless such seniority preference would have a significant adverse impact on DALF's program or obligations. Current employees shall be given first consideration to fill new or vacant positions or assignments.

#### 1.) Probationary Period

New employees shall be on probation for a period of ninety (90) days and as such may be terminated at DALF's discretion and without recourse to the grievance procedure.

During the probationary period, DALF shall provide regular check-in, feedback and training for the employee. No later than 45 days after the date of hire, the employee will meet with the appropriate manager in order to review job performance. The review will utilize a check-list, provide specific performance-related feedback and if necessary will include a development plan to address any deficiencies. Follow-up meeting(s) will be agreed upon at the time of the 45 day review.

In addition to the 90 day probationary period, an extension of up to 60 days will be granted provided DALF provides justification for said extension. In the event DALF did not provide a review within the first 90 days, no extension shall be granted and the employee shall be deemed a regular employee.

DALF shall give 30 day's advance notice to a probationary employee of any weakness that may exist in his or her performance which, if not corrected, could result in his or her discharge prior to or on the expiration of his or her probationary period.

## 2.) Reduction in Force

In the event DALF determines that a reduction in staffing is necessary, DALF shall meet with DNG to discuss such reduction and agrees to make a good faith effort to accommodate employee's desires concerning such reduction.

In case of layoff of an employee, two week's written notice shall be given the employee and DNG. In addition to the two weeks written notice, the laid off employee shall receive severance pay equal to one week's pay for each six months of service or major portion thereof to a maximum of ten weeks. An employee may choose to separate employment immediately upon receiving notice and receive severance pay as described above.

Any employee laid off shall be placed upon a rehire list in seniority order for one year. When a bargaining unit position previously held by a laid off employee, or a position requiring similar skills is to be filled, DALF shall first notify employees on the rehire list of the opportunity to return to work. If more than one employee is on the recall list with similar skills, the most senior employee shall be recalled first. Such recall notice shall be made to the last known phone number, email address and mailing address of the employee. The employee shall have one week from the date of notice to accept the return to work offer and shall be available to return no more than three weeks after notice is given. Upon recall, the employee's seniority shall be restored as if employment was not interrupted, with the exception of any future severance pay owed which will be based on the employee's return from layoff date.

## **ARTICLE 7** **Hours of Work**

The current covered positions of Political Organizer, Political Coordinator, Political Director, Community Labor Liaison and Community Outreach Director are FLSA-exempt salaried position. Employees in salaried positions shall be treated as such. Salaried employees shall work the hours needed to complete assigned work at such times that the work needs to be performed, and shall not be held to a set work-day or work-week.

Both parties recognize that the nature of the work requires long, irregular hours including frequent weekend and evening work. DALF will not act unreasonably in the assignment of work or the scheduling of employees.

When periods of extraordinary workload are completed, an employee may request and DALF may grant additional day(s) off with pay, not to be unreasonably denied.

In the event that an employee works late in the night, such employee will be permitted to arrive at work later the next day.

Should DALF create any FLSA-covered positions, the parties shall immediately negotiate hours-of-work provisions for those hourly employees. Furthermore, if DALF creates part-time positions or temporary project positions, the parties shall immediately negotiate terms of employment for such employees including, pay and benefits. The Parties agree that if part-time or temporary project positions are created, the parties shall attempt to achieve means to move such positions to regular full-time as soon as economically and administratively possible.

DALF shall pay minimum wage of Denver or the state of Colorado, whichever is higher, for out of pocket child care expenses for any hours worked after 7 pm and prior to 8 am and for all hours worked on Saturday and any hours worked on Sunday. Receipts must be provided prior to payment for said expenses and a spouse or significant other shall not be eligible for reimbursement.

## **ARTICLE 8**

### **Holidays**

#### **Paid Holidays**

- A) The following holidays shall be observed with no deduction in salary:
- Martin Luther King Jr's Birthday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Day
  - New Year's Day
- Three floating holidays (per calendar year, prorated for new employees as follows):
- Hired prior to May 1: three floating holidays
  - Hired on or after May 1 but prior to September 1: two floating holidays
  - Hired on or after September 1: one floating holiday
- Any and all days where the DALF office is deemed closed by the President.
- B) Any of the above holidays may be substituted for another religious or ethnic holiday of the employee's choice.

#### **Holiday Pay for Holidays Worked**

If an employee is required to work on any of the holidays designated in this Article, the employee will receive a compensatory day off.

#### **Holidays Observed**

Holidays falling on Sunday will be observed on the following Monday: holidays falling on Saturday will be observed on the preceding Friday unless mutually agreed to by the parties.

## **ARTICLE 9**

### **Vacation**

#### **Length of Vacation**

Each employee will accrue vacations with pay as set forth in the immediately following schedule:



- a. From date of hire through the first full year of service, employees shall accrue .192307 days per week paid, equivalent to ten (10) days per year.
- b. From the employee's first anniversary date through the fourth full year of service, employees shall accrue .288461 days per week paid, equivalent to fifteen (15) days per year.
- c. From the employee's fourth anniversary date through the ninth full year of service, employees shall accrue .38461 days per week paid, equivalent to twenty (20) days per year.
- d. From the employee's ninth anniversary date, employees shall accrue .48076 days per week paid, equivalent to twenty-five (25) days per year.

Except by mutual agreement, when an employee schedules and takes a full week (five days) of vacation, the vacation week shall include the Saturday and Sunday prior to and after the five days of vacation.

Holiday During Vacation

If a holiday, as defined in this Agreement, falls during an employee's vacation, such employee will receive an extra day of paid vacation.

Vacation Scheduling

Vacation may be used as it is accrued. Staff members are expected to submit vacation requests with reasonable advance notice, taking into account current and upcoming workload. Vacation selection will be granted with the mutual agreement of DALF, and such agreement shall not be unreasonably denied. An employee shall schedule and take enough vacation to assure that the employee has no more than five weeks accrued at any given time. Accrued vacation in excess of five weeks may be assigned by DALF. Vacation cash-out prior to separation will only be permitted with the mutual agreement of the parties. Request for changes in the vacation schedule shall not be unreasonably denied. Upon separation employees shall be paid for all unused accrued vacation.

**ARTICLE 10**  
**Sick Leave, Insurance, Retirement Plans**

Sick Leave

- A) DALF shall grant sick leave, with pay, which shall accrue at the rate of one day per month. There shall be no maximum in the amount of sick leave an employee may accrue.
- B) DALF shall grant sick leave with pay for personal illness or family illness.
- C) Employees who terminate employment shall be eligible for cash payment for up to 5 days of accrued sick leave.
- D) Employees may donate up to ten (10) accrued sick days to another staff member who is seriously ill and has exhausted his/her sick leave or to an employee on parental leave, so long as such employee retains at least five (5) sick days for personal use.

## Insurance

As soon as administratively possible following employment as a regular full-time employee, DALF shall pay the premium to provide medical, dental, vision and accident insurance for each regular full-time employee and his or her spouse, domestic partner and eligible dependants.

For the purpose of administering DALF's health benefits package, domestic partner is defined as follows:

Two individuals who "live together"\* in an intimate, long-term relationship of a least six (6) months duration, with an exclusive mutual commitment similar to that of marriage, in which the partners share the necessities of life and agree to be financially responsible for each other's well-being, including "living expenses"\*\*. It should be further stipulated that partners are not married to anyone else, do not have another domestic partner and are not related by blood closer than would bar marriage in the State of Colorado.

\*Live together means that two individuals share a place to live. This agreement does not have to appear on a lease agreement or deed.

\*\*Living expenses means the cost of basic food and shelter as well as legal liability for joint debts. Domestic partners would not need to split living expenses; however they would need to agree to provide for their partner in the event he/she cannot provide for himself/herself.

Insurance coverage shall be the basic Kaiser Foundation Health Plan of Colorado, Delta Dental, VSP Vision and Allstate Accident insurance. DALF may change to other insurance plans with equivalent coverage with the agreement of DNG.

## Defined Contribution Plan

DALF shall offer a defined contribution plan to all employees covered by this contract. DALF shall contribute an amount equal to 9% of the employee's salary to the plan on behalf of the employee.

## **ARTICLE 11** **Leaves of Absence**

### Personal Leave

After one year's service, a leave of absence without pay may be granted at the discretion of DALF for up to six months. Any such request will not be unreasonably denied. DALF shall not be required to contribute to health insurance premiums during personal leave.

### Medical Leave

DALF shall comply with all provisions of the FMLA, even though DALF does not currently have the number of employees to be bound by FMLA. DALF shall comply with any other applicable Federal, State, or Local laws governing Family and Medical Leave. With the mutual agreement of the parties, extensions of medical leave beyond time required by law may be granted. DALF will continue to be responsible for Health insurance premiums for the first six months of any medical leave.

### Funeral Leave

An employee shall be excused from work for a maximum period of three days without loss of pay, in the event of death of a member of his/her immediate family. Immediate family is defined as the employee's mother, father, child (including legally adopted children and foster children), brother, sister, spouse, domestic partner, significant other, mother and father of current spouse, stepchildren, grand children and grand parents. If death occurs outside a one hundred fifty-- (150) mile radius of the employee's place or

residence, the employee shall be excused for two (2) additional days without loss of pay. The employee may extend funeral leave by a maximum of thirty (30) days through any combination of first, previously unscheduled vacation and then unpaid leave if the request is made to the President or designee before the end of the initial paid funeral leave period.

#### Jury Duty

Any employee required to serve as a member of a jury, or subpoenaed as a witness, will be permitted to perform such service without loss of salary.

#### Union Leave

DALF will grant reasonable request for leave of absence without pay for Union business each calendar year, provided written request is made by an authorized representative of DNG which states the reason for such leave.

In addition to the use of any accrued vacation or sick leave, DALF will grant paid New Parent Leave at the rate of one week of leave for each two months of service, to a maximum of twelve (12) weeks.

With the approval of the President and where circumstances allow, DALF may grant additional unpaid leave (up to three (3) calendar months) to a new parent.

#### New Parent Leave

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, the employee must provide DALF with documentation showing intent to adopt the foster child. The employee is required to give DALF leadership at least three (3) calendar months of notice of likely intent to take New Parent Leave. DALF, 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.

Employees shall be guaranteed the return to the position held at the time of taking parental leave, at the same rate of pay received prior to the leave, including any negotiated increases. Employees shall suffer no loss of seniority during parental leave. All insurance coverage shall be maintained for the employee and dependents while on such leave.

A new parent may bring his/her child to work until the baby is six (6) months of age.

Adequate accommodations for nursing and/or expressing milk shall be made for up to three years after birth.

## **ARTICLE 12** **Grievance and Arbitration Procedure**

#### Grievance Defined

A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement, or a complaint that an employee has, in any manner, been unfairly treated. Earnest efforts will be made to settle grievances by applying the following procedures, and except in case of termination, the parties agree to attempt to resolve grievances with informal discussions prior to reducing them to writing.

## Processing Grievances

### Step 1

Within fifteen (15) business days of occurrence of a grievance, the affected party shall present the complaint to the other party in writing. The parties shall meet and attempt to resolve the dispute. The responding party shall respond in writing within 5 days of such meeting.

### Step 2

If the disposition of the grievance in the previous step is not acceptable, the grieving party may so inform the other party within ten (10) days of receipt of the answer in the previous step. DALF President and or his/her designee shall meet with representatives of DNG and attempt to resolve the dispute.

### Step 3

If the disposition of the grievance in the preceding step is not acceptable to the grieving party, the grieving party may notify the responding party in writing of their intent to arbitrate the grievance within ten (10) days of receipt of the answer in the previous step. The arbitrator shall be selected and the proceedings shall be conducted in the following manner.

A) Within ten (10) days after filing the request for arbitration, DALF and DNG shall each appoint one (1) person to serve as a selector and the two (2) persons so appointed shall, within (10) days after appointment choose and designate an arbitrator.

B) If no agreement is reached in the selection of an impartial arbitrator within the time limits prescribed above or within any mutually agreed extension of such time, either party may then request the Director of the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators to the parties. Within ten (10) days after receipt of such panel each party shall strike three names alternately with the first strike determined by lot and with the remaining name being designated as the arbitrator. Such arbitrator shall be notified of his/her appointment to hold a hearing in the matter.

## Arbitration proceedings

The arbitrator's decision shall be reduced to writing and shall be final, conclusive and binding upon the parties. The arbitrator shall have no authority to add to, modify, amend, or otherwise change any provisions of this Agreement.

## Expenses of Arbitration

DNG and DALF shall each assume the expense of presenting its own case and shall share equally the expenses and fees of the arbitrator, except that no party shall be obligated to pay any cost of a stenographic transcript without express consent.

## **ARTICLE 13** **Staff Development**

### Staff Skill Development

The parties acknowledge the benefits of regular staff evaluations. The best interests of DALF are served when all levels of staff receive appropriate, timely training. Staff evaluations will be reciprocal, regular and on-going.

The purpose of the evaluations shall be to identify employee skills and determine development needs. The parties agree that, within reason, mutually identified training needs shall be jointly addressed in a timely manner with a staff development plan. Options for staff development are varied and may include in-house, community, other union, local, or possibly national education. Staff development shall be consistent with organizational goals and resources.

A staff person desiring to enhance skills, knowledge, and/or ability to perform tasks relevant to their existing position, another position in DALF, or to maintain credentials, may request specific training. Such requests shall be evaluated on the basis of appropriateness and cost effectiveness but shall not be unreasonably denied.

#### Affirmative Action

DALF and DNG jointly recognize the desirability of increasing employment opportunities for minority groups, women, and DALF affiliate members. Both parties see Affirmative Action as an ongoing process and will pursue a program of recruitment and training with emphasis on career advancement.

### **ARTICLE 14** **Rights of Management**

DALF retains the right to define its program and make assignments necessary for its implementation, manage DALF and direct the work force, including the right to hire, promote, transfer, discipline or discharge for just cause, issue work rules and other normal rights of management unless limited by specific provisions of this Agreement.

### **ARTICLE 15** **No Strike – No Lockout**

During the term of this Agreement, there shall be no strike including sympathy strikes, or informational picketing, by DNG and no lockout by DALF. No employee shall be required to cross a lawful picket line sanctioned by the Denver Area Labor Federation.

### **ARTICLE 16** **Expenses and Equipment**

Employees will be reimbursed for reasonable business expenses incurred while working for DALF.

Employees will be paid the IRS Per Diem rate while assigned out of town. Upon submission of receipts, employees shall be reimbursed for reasonable ground transportation and airport parking expenses when assigned to travel by air.

Employees will be paid \$400 per month toward the cost of maintaining an insured automobile for business purposes. Further, employees will be reimbursed for receipted gas expenses for miles driven to, from and on assignment outside of DALF's jurisdictional area.

Necessary working equipment shall be provided by DALF, including but not limited to computers, phones, desks, chairs and office supplies. All such equipment must be adequate to safely and effectively perform the job.

DALF shall provide cell phones and service with adequate speed, minutes, unlimited data, and texting limits to fully perform the job, or, at the employee’s option, reimburse the employee to provide such access on the employee’s personal phone. Reimbursement shall be the amount that DALF would pay to provide a phone and service as described above.

In order to maintain the reputation of DALF and its employees and to assure the ability to complete work in a timely manner, DALF shall provide timely approval and payments to vendors and other recipients of payments.

DALF 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 DALF duties. Driving and parking infractions are excluded from this provision.

**ARTICLE 17**  
**General Wage Provisions**

Employees shall be paid twice monthly. Employees shall have the option of direct deposit of paychecks.

The scales below are minimums only. Nothing herein shall be construed to alter or modify the right of employees, through their bargaining agent, to request, or for the employer to grant individual merit pay increases above the minimums set below.

Upon hire, employees shall be given experience credit for employment in comparable work.

Should DALF create a new position within the bargaining unit, it shall furnish DNG with the proposed job description and the parties shall negotiate new minimums for the position.

**Contract Scales**

Political Organizer or Coordinator, Community Labor Liaison

Date	Start	12 Mon.	24 Mon.	36 Mon.	48 Mon.	60 Mon.
1/1/2018	53,539	55,146	56,800	58,504		
1/1/2020	55,145	56,800	58,504	60,259	62,067	63,929
1/1/2021	55,145	56,800	58,504	60,259	62,067	63,929

Political Director, Community Outreach Director

Date	Start	12 Mon.	24 Mon.	36 Mon.	48 Mon.	60 Mon.
1/1/2018	58,710	60,471	62,285	64,154		
1/1/2020	60,471	62,285	64,154	66,079	68,061	70,103
1/1/2021	60,471	62,285	64,154	66,079	68,061	70,103

**ARTICLE 18**  
**Labor Management Committee**

- a. In a mutual effort to avoid misunderstandings, to facilitate the correct application of bargained terms and conditions, to provide a forum for discussion of concerns as they arise; and to improve communications throughout the organization, DALF management and the union agree to establish a Labor Management Committee composed of two representatives each from DALF and the bargaining unit.
- b. The Labor Management Committee shall meet within 30 days of the execution of this agreement. Meetings shall be convened as needed but at least quarterly thereafter at mutually agreed upon dates and times. Meetings may be postponed or cancelled via mutual agreement of DALF and the bargaining unit representatives.
- c. The Labor Management Committee cannot change the language or the application of the collective bargaining agreement.
- d. The purposes of the Labor Management Committee shall include but not be limited to:
  - i. To identify and address employee concerns as promptly as possible
  - ii. To raise and expedite resolution of workplace issues as they arise, and before they escalate to the grievance stage
  - iii. To discuss changing and developing operational needs and strategic planning or other campaign changes that affect staff's ability to perform their assigned duties
  - iv. To foster a productive and collaborative work environment
  - v. To provide staff with an opportunity for input to the staff training and evaluation process
  - vi. To discuss job transfers and criteria for transfers
  - vii. To review and attempt to resolve grievances of contract interpretation as referred to the LMC. Should the members of the LMC fail to reach an agreement on resolution of the grievance, the LMC will reduce the outcome to writing and the DNG will retain all of its rights to seek review pursuant to the grievance process.

**ARTICLE 19**  
**Communication and Inclusion**

When appropriate, employees shall be regularly included in meetings with affiliate leaders, politicians and other partners that are known to directly relate to the employee's work. Concerns regarding attendance at meetings shall be addressed through the LMC.

In order to establish the standing needed with affiliate leaders, politicians and other partners to successfully complete assigned programs or campaigns, DALF officers shall assist in obtaining access to such partners and shall help establish needed authority and empowerment to succeed in assignments.

In order to effectively coordinate the work of DALF all full-time officers and the staff covered by this agreement shall maintain shared electronic calendars.

## **ARTICLE 20 ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE**

### **I. Policy Statement**

The Denver Area Labor Federation, hereby referred to as DALF, is committed to providing all of its employees including officers, and its interns with a workplace free from discrimination and harassment. DALF 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

DALF 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 Vice President or remaining Executive officers to investigate a discrimination or harassment complaint and report their findings to the Executive Committee.

#### 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, 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 DALF, including staff, officers 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 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 DALF 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.
- extremely serious isolated incidents can constitute harassment

#### 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
- offering employment benefits in exchange for sexual favors
- making threats or retaliating after a negative response to sexual advances
- sexual innuendo or sexually suggestive or sexually degrading comments about a person's body, sex life, sexual prowess or sexual deficiencies
- sexually oriented jokes, derogatory comments, epithets, slurs or catcalls
- obscene language, letters, notes or invitations (including by e-mail)
- physical contact such as touching or impeding movements
- conduct such as leering, making sexual gestures
- 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;
- creates an intimidating, hostile or offensive working environment;
- 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, DALF has established a 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

DALF 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 from DALF staff and individuals outside of DALF interfering with the individuals work performance or contributing to a hostile work environment. An employee should not wait to report harassment until it becomes severe and pervasive. DALF 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 shall not play any role in administering or making decisions under this procedure.

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 DALF, appropriate sanctions will be imposed, up to and including termination of the offending individual. If it is conduct by a member, employee or officer of an affiliate, vendor or consultant, then DALF 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 Vice President or designee, or members of the Ethics Committee, the individual should contact a Regional or National AFL-CIO 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, DALF 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 Ethics Committee. Failure to report claims of harassment hampers DALF'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 Ethics committee who receives a complaint to inform the Vice President or designee of the allegations so that a prompt investigation may be conducted.

2. When discrimination or harassment is alleged, if appropriate, the Vice President or designee will attempt to resolve the matter informally.
3. If the nature of the allegations makes such informal investigation inappropriate or if informal efforts do not resolve the matter, the Vice President 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.
4. The Vice President, or his/her designee, will conduct an investigation to determine whether or not discrimination or harassment has occurred. The Vice President and/or any such designee must be trained and experienced in conducting appropriate investigations and must not have a conflict of interest related to the complaint, complainant or accused. If the Vice President has a conflict, the remaining Executive officers shall appoint the designee to conduct the investigation.
5. If the investigation warrants disclosure of the complainant's name or identifying characteristics to individuals other than the Vice President or designee, the accused or members of the Executive Committee, the complainant shall be notified of such needed disclosure.
6. During the course of the investigation, the Vice President 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.
7. 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.
8. If necessary, DALF will take steps to ensure that additional discrimination or harassment and/or retaliation such as interferences with the complainant's ability to perform assigned

work does not occur during the period of investigation.

9. If the investigation establishes that discrimination or harassment has occurred, DALF 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 DALF will take appropriate action, using its best good faith means available. Good faith means includes, but are not limited to notifying the discriminator's/harasser's superior, at the local, regional or national level, requesting that appropriate action is taken.
10. Based on the findings of the Vice President or designee, and based on advice from legal counsel if sought, the Executive Committee shall determine appropriate action to be taken when a violation of this Policy has been established. If the action decided upon by the Executive Committee includes suspension, termination or removal of a DALF employee, officer or delegate, such recommendation shall be presented to the Executive Board for consideration, as provided in the DALF Constitution and By-Laws.
11. DALF will inform both the complainant and the accused of the outcome of the investigation and in general terms of the measures taken to correct the discrimination or harassment.

This policy and procedure applies to all employees.

If an employee has any questions about this policy and procedure or wants additional information concerning complaints of discrimination or harassment, DALF encourages the employee to contact the Vice President or a member of the Ethics Committee.

If an employee believes they are the target of discrimination or harassment, the employee also has a right to file a charge under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, Colorado Anti-Discrimination statutes or other applicable federal, state or municipal fair employment practices law. There are deadlines for filing charges of discrimination or harassment with the EEOC or state or municipal fair employment practices agencies. Those deadlines generally run from the last date of discrimination or harassment, not from the date that the complaint to DALF is resolved. Contact the EEOC, CCRD or other applicable state or municipal fair employment practices agency if you want more information about filing deadlines.

**ARTICLE 21**  
**Term of Agreement**

This Agreement is hereby made effective January 1, 2020 and expires December 31, 2021. At any time within two months immediately prior to the expiration date of this agreement DALF or DNG may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during such negotiations.

For the Employer  
Denver Area Labor Federation

For the Union  
Denver Newspaper Guild-CWA Local 37074

Josh Downey

Anthony Mulligan

September 24, 2020  
Date Signed