

CONTRACT

Collective Bargaining Agreement

between

Denver Newspaper Guild

CWA Local 37074

AFL-CIO-CLC

and

Colorado People's Alliance (COPA) and Colorado People's Action (CPA)

Table of Contents

<u>ARTICLE 1: RECOGNITION</u>	1
<u>ARTICLE 2: COPA/CPA STAFF COMMITMENT & VALUES</u>	2
<u>ARTICLE 3: LABOR MANAGEMENT COMMITTEE</u>	2
<u>ARTICLE 4. UNION MEMBERSHIP AND DUES CHECK-OFF</u>	3
<u>ARTICLE 5. UNION TIME</u>	3
<u>ARTICLE 6 PROBATIONARY PERIOD</u>	3-4
<u>ARTICLE 7: PROFESSIONAL DEVELOPMENT</u>	4
<u>ARTICLE 8: NON-DISCRIMINATION</u>	4-5
<u>ARTICLE 9: HOURS OF WORK</u>	5-6
<u>ARTICLE 10: PAY</u>	6-7
<u>ARTICLE 11: JOB DESCRIPTIONS AND PROMOTIONS</u>	7
<u>ARTICLE 12: EXPENSES AND EQUIPMENT</u>	8
<u>ARTICLE 13: HOLIDAYS</u>	8-9
<u>ARTICLE 14: VACATIONS</u>	9-10
<u>ARTICLE 15: SICK LEAVE</u>	10-11
<u>ARTICLE 16: LEAVE OF ABSENCE</u>	11
<u>ARTICLE 17: PARENTAL LEAVE</u>	12
<u>ARTICLE 18: COURT LEAVE</u>	12
<u>ARTICLE 19: ARRESTS</u>	12-13
<u>ARTICLE 20: HEALTH AND WELFARE</u>	13
<u>ARTICLE 21: DEFINED CONTRIBUTION PLAN 401(K)</u>	13-14
<u>ARTICLE 22: DISCIPLINARY & CORRECTIVE ACTION PROCEDURES</u>	14-15
<u>ARTICLE 23: LAYOFFS</u>	15
<u>ARTICLE 24: GRIEVANCE PROCEDURE</u>	16-17
<u>ARTICLE 25: COMPLIANCE WITH LAW</u>	18
<u>ARTICLE 26: ANTI-DISCRIMINATION AND HARASSMENT POLICY AND COMPLAINT PROCEDURE</u>	18-22
<u>ARTICLE 27: DRUG AND ALCOHOL POLICY</u>	23
<u>ARTICLE 28: CONFIDENTIALITY POLICY</u>	23
<u>ARTICLE 29: CPA PROHIBITION ON COORDINATION WITH POLITICAL PARTIES</u>	23
<u>ARTICLE 30: SOCIAL MEDIA AND TECHNOLOGY POLICY</u>	23-26
<u>ARTICLE 31: VIOLENCE POLICY</u>	26
<u>ARTICLE 32: MANAGEMENT RIGHTS CLAUSE</u>	26-27
<u>ARTICLE 33: DURATION OF AGREEMENT</u>	28

Collective Bargaining Agreement
between
Denver Newspaper Guild-CWA Local 37074
and
Colorado People’s Alliance (COPA) and Colorado People’s Action (CPA)

This Agreement is entered into by and between Colorado People’s Alliance and Colorado People’s Action hereinafter referred to as “COPA/CPA” or “Employer” and the Denver Newspaper Guild – CWA Local 37074 hereinafter referred to as “DNG.” or “Union”

ARTICLE 1
RECOGNITION

1. COPA/CPA hereby recognizes the DNG as the exclusive collective bargaining representative for all organizers except seasonal or project temporary employees, part-time citizenship education employees, excluding managers, supervisors or confidential employees or other excluded positions based on the criteria established by the National Labor Relations Act, as amended, and as interpreted and applied by the National Labor Relations Board.

2. Current covered positions include: Organizer.

3. COPA/CPA agrees to notify DNG upon creation of any new bargaining unit-eligible positions that are not excluded under the Act and agrees to bargain a salary or wage and any conditions unique to the position.

4. A seasonal 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 five months. The parties agree that project employees shall not be members of the bargaining unit. Seasonal employees may be retained beyond five months only by mutual agreement between the employer and the Union. Employees retained beyond five months without such agreement shall become regular full-time employees. Part-time seasonal employees shall be given consideration for full-time seasonal positions. Full-time seasonal employees who management believes have demonstrated the ability to adequately perform the duties of Organizer shall be given consideration in the event a regular position becomes available.

5. The Union’s jurisdiction is recognized as covering employees of the Employer as provided in Section 1 above, and includes the kind of work normally and presently performed and such work as has been performed in the past by bargaining unit employees and any new or additional work assigned to be performed by bargaining unit employees.

ARTICLE 2
COPA/CPA 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. COPA/CPA 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. COPA/CPA 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. COPA/CPA management values an organization of open dialogue and will meet with the bargaining unit to discuss areas of concern as necessary.
5. COPA/CPA priorities should center the voice, values, and leadership of the general membership, staff are critical to the direction of the organization and will be part of strategic planning discussions for COPA/CPA.

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 COPA/CPA staff as a whole and to develop a more effective organization in which organizer ideas, concerns and recommendations are taken into consideration. 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.
2. The LMC will meet, upon mutual agreement of the parties, monthly or as needed unless both DNG and COPA/CPA Management mutually agree to reschedule or that there are no issues to discuss. The Committee must meet at least quarterly. There shall be six (6) standing members, three (3) Management (at least one each from COPA and CPA) and three (3) DNG, (at least one from each COPA and CPA). Any group may have alternates as needed.
3. 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. If and when an election is conducted and eligible employees approve the ratification of an all-union requirement pursuant to Colorado Revised Statute 8-3-108, and certification by the Colorado Department of Labor and Employment (CDLE), The Employer shall require as a condition of employment of each bargaining unit employee that the employee become and remain a member of the Union in good standing not less than thirty (30) days following either (1) the date when the CDLE certifies the all-union shop, such that this Union Shop provision becomes legally enforceable, or (2) the date the employee is hired, whichever occurs later.
2. Upon receipt of a properly signed form, COPA/CPA agrees to deduct all dues, fees and COPE contributions and remit the same to the Treasurer of DNG or their designated recipient not later than the 15th of the month following the month such dues, fees or COPE contributions are deducted.

ARTICLE 5
UNION TIME

1. DNG can hold quarterly meetings of reasonable duration and occasional additional meetings on specific issues during COPA/CPA work hours. DNG can hold additional meetings, of reasonable frequency and duration, before contract negotiations. DNG is permitted to meet in the COPA/CPA office.
2. COPA/CPA will allow up to four (4) employees to attend one union meeting or union related training opportunity (two days or less) per year with full pay. Not more than one organizer per area of work may attend trainings/meetings at the same time and no more than two (2) organizers at a time may attend a training or union meeting. COPA/CPA employees will notify management of union training opportunities/meetings as early as possible, but not less than two (2) weeks' notice prior to such training/meeting. Reasonable requests will not be denied. In the event union meetings and/or union related training opportunities conflict with COPA/CPA events (e.g. Lobby Day, Endorsement Process, GOTV etc.) the job responsibilities will take precedence.

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 COPA/CPA's discretion and without recourse through the grievance procedure. The probationary period gives COPA/CPA 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. COPA/CPA 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. 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 COPA/CPA and DNG. If an extension is granted, COPA/CPA 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.

2. COPA/CPA recognizes the importance of professional development for its employees and values increasing its staff's capacity and skills. COPA/CPA 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 COPA/CPA employees based on current needs.

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

ARTICLE 8 NON-DISCRIMINATION

1. COPA/CPA is an equal opportunity employer. COPA/CPA is firmly committed to maintaining a work atmosphere in which people of diverse backgrounds may grow personally and professionally. COPA/CPA will not adversely discriminate against an applicant or employee in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise on the basis of race, color, creed, religious affiliation or non-affiliation, creed, sex, sexual orientation, gender identity or expression, 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, 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 Metro 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. The Employer agrees to provide accommodations to employees based on their marital or parental status; provided such accommodations will be subject to the reasonable needs of the employer.

ARTICLE 9 HOURS OF WORK

1. Both parties recognize that the nature of work at COPA/CPA may require long, irregular hours, including weekend and evening work. The average hourly expectation for employees is 40 to 45 hours per week, including a 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 the work. Employees are generally expected to work five (5) days in a week. However, the parties recognize that occasionally employees will need to work more than five (5) days per week due to demands of the work and unforeseen circumstances, the employer will take into consideration employee prior arrangements.

- a. In the event that an employee works long hours in a day, such employee will be permitted to begin work later the next day if the work plan allows.
- b. Employees may be required to work longer hours as required to complete assigned, time-sensitive work or as required by the demands of the campaign. If an employee is working more than 45 hours per week frequently, the employee and their supervisor shall meet to create an action plan to help the employee complete their workload in 45 hours or less, or to reduce the employee's workload.
- c. Bargaining unit employees who work over 45 hours in a week shall accrue compensatory time at a rate of one hour per hour worked over 45 hours in a workweek. The employee may take the time at their discretion within the 2 months following the accrual of compensatory time. Employees shall not work and accrue more than five (5) hours of compensatory time per week, unless otherwise approved by a supervisor. Such requests shall not be unreasonably denied. No employee shall be required to work more than seven consecutive days, with the exception of exigent circumstances (e.g. Weeklong Training and GOTV work or unforeseen campaign situations). Any time an employee is required to work more than seven consecutive days, the employee and supervisor will work together to plan for the employee to take time off. When possible, compensatory time shall be used within the pay period in which it is accrued. Comp time shall be used within two (2) months of accrual, compensatory time will expire after two (2) months from its accrual. Compensatory time shall not be cashed out upon separation.

3. COPA/CPA employees are responsible for meeting work hour expectations and completing their work. COPA/CPA strives to foster a work environment based on trust. COPA/CPA recognizes that its employees can manage their own schedules and hours of work to meet personal and organizational needs. COPA/CPA acknowledges that some personal tasks need to be handled during traditional work hours and employees are free to do so within reason.

Employees shall use their shared calendars to mark time being used for personal and organizational tasks.

4. All bargaining unit employees shall be salaried, overtime exempt. In the event the state or federal salaried overtime-exempt minimum annual salary is increased to an amount greater than any bargaining unit employee's salary or the minimum salaries provided in this agreement, such salaries shall be increased to an amount equal to the new minimum. Any such adjustments shall be counted towards all other contractual salary increases.

5. Employees shall complete timesheets provided by the organization for every pay period, tracking their time worked, comp time earned and used, paid time off used and other time tracking as required by COPA/CPA.

6. Time 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.

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

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

9. Time spent getting to and from work does not count as work time.

ARTICLE 10 PAY

1. Job titles shall accurately reflect the responsibilities and level of self-direction of the position.

2. Employees will be hired into the job title and paid at least the base salary for the position which they applied, interviewed and were hired to fill.

3. Upon ratification of this Agreement, employees shall be placed into 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.

5. Whenever a bargaining unit employee is assigned to train or assist with training of a co-worker, such employee shall be paid a stipend of \$40 per training, this will include training and prep time. All training to other employees must be approved by a supervisor or the Executive

Director.

6. Upon hire and upon the implementation of this agreement employees shall be given experience credit with the purpose of placement in the wage scale below and shall include all relevant past experience. Upon hire, the Employer shall be the sole decision maker with regards to determining what constitutes prior relevant experience concerning employees.

7. Salary Scale

Organizer						
Years of Service	0 years	1 year	2 years	3 years	4 years	5+ years
Upon Ratification	\$47,000.00	\$48,410.00	\$49,862.30	\$51,358.17	\$52,898.91	3% over prior year

Upon ratification of this agreement, the above-referenced salary scales will become effective. Staff will receive the salary scale consistent with their years of service with COPA/CPA. Staff will receive an annual increase on their work anniversary date to the next level beginning with anniversaries after ratification.

Notwithstanding any other provision in this section, the minimum salary shall be no less than the minimum salaried, overtime exempt level set forth in Colorado state or federal law.

8. Employees who are proficient in a second language and use such language in performance of their work shall receive a 2% increase above this wage scale.

9. In no case shall any employee have their salary reduced by the implementation of this wage scale.

**ARTICLE 11
JOB DESCRIPTIONS AND PROMOTIONS**

1. Written job descriptions are required for all employment positions and are based on the job duties. Each job description will endeavor to detail the position's job functions and tasks.

2. Should COPA/CPA create a new job title within the bargaining unit, the Employer shall furnish the Union with the proposed job description and the parties shall negotiate over the new 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 who apply shall be given consideration prior to external candidates being interviewed.

4. New employees shall be provided with the job duties of their position, official onboarding, and shall be provided with needed training and ongoing support.

ARTICLE 12
EXPENSES AND EQUIPMENT

1. **Auto Reimbursement:** Employees shall be reimbursed for all business miles driven at the current allowable IRS rate. Miles driven to get to and from work are not reimbursable. Business miles needed that will exceed \$50 reimbursement in a month should be approved by a supervisor.

- a. Employees should submit all mileage reimbursement to the Operations Manager by the 10th of the following month in order to be eligible for reimbursement.

2. Travel Expenses and Reimbursements

- a. All meals during travel will be reimbursed by COPA/CPA, 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). Alcoholic beverages will not be reimbursed.
- 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 Executive Director approval of the travel budget, including estimated expenses for meals, ground transportation, and any other direct costs from COPA/CPA.
- d. Once travel is complete, employees must promptly submit reimbursement forms and itemized receipts to their supervisor and Executive Director. Expenses with no receipts will not be reimbursed.
- 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. All work reimbursements must include an itemized receipt. If the employee fails to provide a receipt the reimbursement may not be approved. Expenses may not include personal purchases or alcoholic beverages.

3. **Equipment:** COPA/CPA shall provide all equipment needed to perform assigned work in the workplace.

ARTICLE 13
HOLIDAYS

1. The following days are designated as paid holidays:

New Year's Day
Martin Luther King Day
Caesar Chavez Day
Memorial Day
Independence Day
Labor Day
Indigenous People's Day
Thanksgiving Recess (Thursday and Friday)
Christmas Day, Rosh Hashana or Yom Kippur
Employee's Birthday

2. In addition, The COPA office will be closed for three (3) days following the regular Colorado Legislative Session each year and the CPA office will be closed for three (3) days following the November election each year.

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. An employee may choose to take holidays at another time of the year, but cannot take holidays back to back. Any requests to move holiday time off to another time must be made a week prior to taking the time off and requests must be submitted to a supervisor and approved, such requests shall not be unreasonably denied.

ARTICLE 14 VACATIONS

Vacation Policy

1. Employees will receive annual vacation with pay according to the following schedule:
 - During first year of employment: 2 weeks (10 days) paid vacation to be accrued at 2.5 days a quarter which may be used prior to accrual with supervisor approval.
 - Vacation accrual shall increase by one week after each year employed up to a maximum of four weeks per year.
2. The Employer will provide a vacation time tracking sheet.
3. Vacation to be accrued during the current year of employment may be taken before it is accrued. If an employee separates from employment prior to accruing vacation already taken, such vacation pay shall be deducted from final pay.
4. Employees should endeavor to take accrued vacation within COPA/CPA fiscal year (January to December) but may carry over unused vacation into the next COPA/CPA fiscal year.
5. Vacation requests are subject to supervisor approval, but such approval shall not be unreasonably denied. Employees shall provide at least forty-eight (48) hours' notice or as much

notice as possible for a single day of vacation; at least 3 weeks' notice for vacation requests of two (2) to five (5) days and six (6) weeks' notice for vacation requests of more than five (5) days.

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

Sabbatical Policy

1. Staff who have been employed with COPA/CPA for seven (7) or more years are eligible to request and take up to ten (10) weeks of paid sabbatical leave for the purpose of study, personal development or the pursuit of personal interests. The sabbatical is intended to be a reward and a renewal period for previous contributions of the staff and prepare the employee for future efforts.

2. Sabbaticals may or may not be granted for the period requested, based on operational needs. Employees shall request sabbatical leave at least ten (10) weeks prior to the date they intend to begin the leave.

3. Employees must submit a plan for use of their sabbatical time that indicates at least one activity they will engage in that will either enhance or add to their ability to perform their job.

4. Vacation and sabbatical time off combined in any twelve-month period may not exceed sixteen (16) weeks.

5. Insurance coverage will continue during the sabbatical leave at no cost to the employee but the employee shall not accrue sick leave or vacation.

6. Employees will be eligible for sabbatical leave every five (5) years following the first sabbatical eligibility.

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 pay shall be earned before granted. Unused sick time is not paid out upon departure. Employees shall not have more than 15 days of sick leave at any given time, regardless of carryover from year to year.

2. Employees shall continue to accrue sick leave for the first thirty (30) days while on such leave. An employee on sick leave in excess of 30 calendar days shall not continue to accrue paid sick leave after the 30 days until the employee has returned to work from their illness or injury.

- a. For payment of sick leave beyond four 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 an immediate family member. For the purpose of paid sick leave utilization, "immediate family" is defined as spouse/significant other, parent, child (including adoptive, foster and step-children), sibling, grand parent, grandchild, or parents of spouse/significant other.

5. An employee who has used all of their accrued sick leave may receive and use accrued sick leave donated by co-workers. The employee(s) who choose to donate accrued sick leave must do so in written notice to the Executive Director prior to the time being used by the person receiving the donated sick leave time.

ARTICLE 16 LEAVE OF ABSENCE

1. The Employer agrees to abide by all the provisions of the Federal Family and Medical Leave Act not to exceed six (6) weeks of unpaid leave, whether or not the Employer employs the minimum number of employees to be legally bound by the FMLA. Employees must exhaust all vacation and/or compensatory time before utilizing any of the unpaid FMLA leave provided under this section.

2. 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.

3. An employee shall be excused from work for a maximum period of five (5) days in the event of the death of an immediate family member. The term "immediate family" is defined as spouse/significant other, parent, child (including adoptive, foster and step-children), sibling, grand parent, grandchild, or parents of spouse/significant other.

4. The Employer shall not discriminate in granting or denying an employee's request for any leave of absence.

5. The Employer agrees to provide leave as required by applicable law including the Colorado Healthy Families and Workplaces Act.

ARTICLE 17
PARENTAL LEAVE AND NURSING

1. COPA/CPA will grant paid parental leave for the birth, pre-birth complications, adoption, and/or foster care of a child at the rate of:
 - Eight (8) weeks leave during the first year of employment
 - Twelve (12) weeks leave during and after the second year of employment.
2. 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.
3. Employees shall suffer no loss of seniority during parental leave. All insurance coverage shall be maintained for employees on parental leave.
4. Nursing mothers shall be provided reasonable break time for the purpose of expressing breast milk or nursing as long as the mother continues to express. The Employer shall provide a private, sanitary place for the mother to express or nurse. New parents shall be permitted to bring the new child to work for a period no longer than six (6) months after birth.
5. The employee shall provide the employer with at least four (4) months' notice of the expected need to take parental leave.

ARTICLE 18
Court Leave

1. Court leave will be granted to an employee who is called to jury duty or who is subpoenaed by a court to serve as a witness. The employee must present a court notice to their supervisor in advance to be excused. Employees on court leave shall receive their full pay, less any amount the court has paid for jury service.

ARTICLE 19
ARRESTS

1. When a COPA/CPA employee is arrested as a direct result of performing their job, they will receive the following; provided the employee takes all reasonable steps to deescalate and avoid unnecessary interaction with law enforcement (except in the case of planned and pre-approved escalation by the organization up to and including arrest).
 - a. Employees shall continue to be paid and receive benefits during such period.
 - b. COPA/CPA will make every effort to get employees out of jail as soon as possible, including but not limited to posting bail and hiring an attorney.

- c. In no event shall this Section be interpreted to preclude COPA/CPA from taking disciplinary action (up to and including termination) against an employee for just cause.

2. Legal Expense. COPA/CPA will provide legal counsel for employees if the employee 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 the employee as a result of their performance of their COPA/CPA duties. Driving and parking infractions are excluded from this provision.

ARTICLE 20 HEALTH AND WELFARE

1. COPA/CPA shall provide medical, vision and dental insurance for each employee, their spouse or domestic partner and eligible dependents. COPA/CPA shall pay 100% of the premium 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 COPA/CPA and DNG.

ARTICLE 21 DEFINED CONTRIBUTION PLAN 401(k)

1. As soon as administratively possible after implementing this Contract, COPA/CPA shall become a participating employer in the IUE-CWA 401(k) Plan. All employees covered by this Contract shall be eligible to participate. COPA/CPA will match employee contributions to their retirement account dollar-for-dollar, up to 3%. Employees may contribute beyond 3% of their salary, but such contributions beyond 3% will not be matched by COPA/CPA.

2. If an employee chooses not to participate in the COPA/CPA retirement plan, the Employer will require that the employee sign a form indicating that they have waived this opportunity. Employees will always be eligible to join the plan at a later date, should they choose to do so. The employee must give a month's notice to the employer of their plan to re-join.

3. Participants shall be immediately vested in both the employee and employer's contribution to the plan. When an employee separates from COPA/CPA, they must follow the timelines and procedures set forth by the retirement benefit provider.

4. The parties agree that COPA/CPA may change retirement plans, following consultations with the bargaining unit. Matching and vesting levels will remain constant.

5. Employees and the employer will begin contribution to the plan as soon as practicable following the effective date of this contract. Assuming a new employee opts to participate in the retirement plan, contributions shall become effective the first of the month following a new

employee's date of hire.

ARTICLE 22 DISCIPLINARY & CORRECTIVE ACTION PROCEDURES

1. COPA/CPA's disciplinary and corrective action process shall be progressive and designed to promote the fair treatment of all employees. The Employer has the right to discipline and/or discharge employees only for just cause. Notwithstanding any other provision in this Agreement to the contrary, in the event of serious or egregious misconduct, there may be just cause for discharge without resorting to progressive discipline. In such cases the Employer reserves the right to terminate employees without resort to progressive discipline.
2. The employee's supervisor has primary responsibility for supervision and disciplinary action of bargaining unit staff. The supervisor shall communicate any deficiencies as soon practicable.
3. Whenever an employee's performance or actions are judged to be below standard, the employee will be informed by the employees' supervisor of the nature of the complaint against them. The employee and the supervisor shall explore possible solutions to remedy the problem.
4. Upon request by the employee the Employer shall provide the employee access to their personnel file including the right to receive copies of the file's content.
5. Employees may have a union representative present at any discussion with the Employer which are investigatory in nature, maybe expected to, or are for the purpose of rendering discipline. 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 them. If a request for a union representative is made, the discussion shall not proceed until a union representative is given a reasonable opportunity to be present.
6. No disciplinary documentation shall be retained in an employee's personnel file beyond two (2) years.
7. The employer shall conduct a thorough and complete investigation prior to determining whether discipline is justified.

1. Verbal Warning

COPA/CPA may select to counsel an employee following an offense in an effort to eliminate any possible misunderstandings and to clarify performance criteria. If COPA/CPA 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.

2. Written Warning(s)

COPA/CPA meets with the employee and presents the employee 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. COPA/CPA 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. If misconduct and/or performance issues continue and/or the improvement plan is not adhered to, COPA/CPA may conclude that a second written warning is justified.

3. Discharge for Just Cause

No employee shall be discharged except for just cause. Just cause includes at least one verbal warning and two written warnings in one twenty-four month period or serious/egregious misconduct. Serious or egregious misconduct includes but is not limited to: gross insubordination; theft of personal or organizational property; performing work for an outside organization during regular work hours; serious abusive language or behavior toward a supervisor, colleague, board member or member of the public; intentional data falsification; being intoxicated at work; intentional violation of confidentiality policy, and creating an unsafe workplace. Engaging in serious or egregious misconduct may result in immediate termination, after all relevant information has been collected and considered.

ARTICLE 23 LAYOFFS

1. In the event COPA/CPA determines that a reduction in staffing is necessary, COPA/CPA shall meet with DNG to inform them of such reduction.
2. In case of layoff of a permanent employee, when possible, four weeks written notice shall be given to the employee and DNG. Layoff shall be conducted in reverse seniority order within COPA bargaining unit employees, or separately, CPA bargaining unit employees.
3. Except in the case of demonstrable, extreme financial distress of COPA/CPA, the employee will have the option of receiving two weeks’ pay following their agreed upon last day of employment.
4. 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 at the time of their layoff is to be filled, the Employer shall first notify the employee for that position on the rehire list of the opportunity to return to work. If more than one employee is on the recall list, the most senior employee who previously held that position shall be recalled first. Such recall notice shall be made to the last known email address and phone number. The employee shall have three business days from the date of first attempt to accept the return to work offer and shall be available to return no more than two weeks after the notice is delivered. Upon their new hire date, the employee’s previous service time will be counted toward their seniority.

ARTICLE 24 GRIEVANCE PROCEDURE

1. The Guild shall designate a committee of its own choosing to take up with the Employer or authorized representative any disputes regarding the interpretation of this agreement, discharges, discipline, wages and/or other terms and conditions of employment.
2. Before filing a formal grievance and within fifteen (15) calendar days after the employee or the Guild knew, or by reasonable diligence should have known, the facts giving rise to the dispute, or in the case of an issuer raised by the Employer knew, or by reasonable diligence should have known the facts giving rise to the dispute, the grieving party shall bring the matter to the other party's attention and agrees to attempt to resolve any issue or dispute through discussions with the Employer or the Employer's designated representative.
3. Within ten (10) calendar days after completing such discussions without resolution, the Guild or Employer may choose to file a written grievance as provided below. The written grievance shall explain the dispute, include a specific statement of the remedy sought, and request a meeting regarding the dispute.
4. A grievance meeting shall be held as promptly as possible after the responding party receives the written grievance but, in any case, within fifteen (15) calendar days thereafter. A grievance committee of not more than three (3) bargaining unit employees designated by the Guild shall meet with the designated representative(s) of the Employer and shall discuss the grievance. The Guild may substitute TNG-CWA local or national representatives for up to one (1) grievance committee members.
5. If the parties resolve the dispute, the resolution shall be promptly reduced to writing and signed by at least one representative for each party. If the parties are not able to resolve the dispute, the responding party shall respond to the grievance in writing within five (5) calendar days of the meeting, or either party may motion to refer the dispute to the resolution step.
6. If the resolution step is not requested the moving party has fifteen (15) calendar days from the moving party's receipt of the moving party's written response to the grievance committee meeting, or the date such response was due, to submit the dispute to Arbitration.
7. If the resolution step is requested a meeting shall take place no later than ten (10) calendar days from the moving party's receipt of the responding party's written response to the grievance committee meeting or the date such response was due. For the resolution step, each party shall appoint two representatives to participate in the resolution discussions. The purpose of the resolution step is to seek agreement on a compromise. Upon mutual agreement of the parties to assist in the resolution step, a request for mediation may be made to the Federal Mediation and Conciliation Service (FMCS).
8. In the event the procedure in Sections 1 to 6 above does not result in a resolution of the grievance the Employer or the Guild may submit the matter to arbitration. To be timely, a demand for arbitration must be served within fifteen (15) calendar days after the last step taken as provided above is completed.

9. At any time prior to or after a grievance is submitted to arbitration, by mutual agreement, the Employer and the Union may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.

10. In the event that the dispute is not submitted to arbitration or is not timely submitted to arbitration, the matter shall be deemed closed. In the event any step in this procedure is not satisfied pursuant to the timelines set forth in this Article, the grievance shall be deemed withdrawn.

11. If the parties cannot agree on a satisfactory arbitrator, then an impartial arbitrator shall be selected from a seven-member arbitration panel obtained from the Federal Mediation and Conciliation Service (FMCS). The party demanding arbitration shall request the FMCS panel, including the special requirement that the arbitrators on the panel be members of the National Academy of Arbitrators. If the parties cannot agree on one of the seven arbitrators listed on the panel, the Parties shall alternately strike names from the list until one arbitrator remains and is therefore selected. When striking names, the grieving party will strike first.

12. After an arbitrator is selected, the arbitration hearing shall be held promptly. Each party shall bear its own expenses of preparing and presenting its own case at the hearing. The costs of such arbitration shall be borne equally by the Employer and the Guild, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Either party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The party requesting the certified court reporter shall pay the court reporter's fees and pay for copies of the transcript for itself and the arbitrator; the other party shall pay the cost of a copy of the transcript for itself, if requested.

13. The arbitrator shall limit their decision to the application and interpretation of the provision(s) of this Agreement and shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the grievance presented for resolution.

14. The award of the arbitrator shall be in writing, and shall be final, conclusive, and binding on the Employer, the Guild, the grievant(s), and the employees(s) involved.

15. The time limits contained in this Article are considered to be of the essence, but the Parties may mutually agree in writing to extend such time limitations.

16. The first thirty (30) minutes of any grievance meeting with the Employer shall be considered paid time; any time thereafter is unpaid. Time spent testifying at arbitration shall be considered paid time.

17. All of the procedures, processes and time limits reflected in this Article shall apply equally to the Employer should the Employer decide to pursue an alleged contract violation by the Union.

**ARTICLE 25
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 26
ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY
AND COMPLAINT PROCEDURE**

COPA/CPA 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.

I. DEFINITIONS:

A. Designee

The Designee is a person appointed by the Executive Director to investigate a discrimination or harassment complaint. If the complaint is against the Executive Director the designee shall be appointed by the Board Chair.

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 COPA/CPA, including staff.

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, 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 email, placed on walls, bulletin boards, computer screens, or elsewhere on COPA/CPA 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:

- offering employment benefits in exchange for sexual favors; or
- making threats or retaliating after a negative response to sexual advances; or
- sexually degrading comments about a person's body, sex life, sexual prowess or sexual deficiencies; or
- derogatory comments, epithets, slurs or catcalls; or
- obscene language, letters, notes or invitations (including by e-mail); or
- unwelcome physical contact such as touching or impeding movements; or
- conduct such as leering, making unwelcome sexual gestures; or
- displaying or distributing pornography (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.

II. COMPLAINT AND INVESTIGATION PROCEDURE

As a means to ensuring a workplace free from discrimination and harassment, COPA/CPA 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

COPA/CPA 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. COPA/CPA 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 outside of COPA/CPA is accused of discrimination or harassment of COPA/CPA staff, the accused or representatives of the outside of COPA/CPA shall not play any role in administering or making decisions under this procedure. This shall not interfere with the ability of COPA/CPA representatives who are not the accused to be involved in the process when the accused is an employee of COPA/CPA.

If the accused is determined to have engaged in discrimination or harassment, appropriate action will be taken promptly. For discrimination or harassment by a bargaining unit employee, supervisor or officer of COPA/CPA, appropriate sanctions will be imposed up to and including termination of the offending individual, in compliance with the collective bargaining agreement.

There will be no retaliation or other adverse action taken against the complainant who reports an incident of apparent discrimination or harassment in good faith,, 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 Executive Director or designee, the individual should contact the

COPA/CPA Board Chair. 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, COPA/CPA encourages the employee to report the alleged incident(s) as soon after the incident occurs as reasonably possible to a supervisor, manager, Executive Director. Failure to report claims of harassment hampers COPA/CPA'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 Executive Director who receives a complaint to inform the designee of the allegations so that a prompt investigation may be conducted, unless otherwise directed by the complainant.

2. The Executive Director 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 Executive Director 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 Executive Director 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 Executive Director, or designee, will conduct an investigation to determine whether discrimination or harassment has occurred. The Executive Director 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 Executive Director has a conflict, the remaining managers or Board Chair 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 Executive Director 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 Executive Director 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, COPA/CPA will take steps to ensure that additional discrimination, harassment, or retaliation does not occur during the period of investigation. COPA/CPA 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, COPA/CPA 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 conducted by a member, employee or officer of an affiliate or by a vendor or consultant, then COPA/CPA 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.

COPA/CPA values the use of restorative practices as an approach to non-punitive conflict management. COPA/CPA 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 Executive Director 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. COPA/CPA 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 27
DRUG AND ALCOHOL POLICY**

1. The consumption or use of illegal drugs, un-prescribed narcotics, psilocybin, cannabis or alcohol during work hours or at work related events or reporting to work impaired by such substances is prohibited. Any use of, or impairment by such substances during work hours will be grounds for reprimand, which may include verbal or written warning, suspension or discharge.

2. Exceptions to the consumption of alcohol include work-related social events, however consumption deemed excessive during such events is prohibited and grounds for discipline.

**ARTICLE 28
CONFIDENTIALITY POLICY**

1. COPA and CPA staff work with information sensitive to the security and well-being of our members. As an organization, we take seriously the obligation to safeguard that information.

2. In the course of work, employees will be privy to confidential information about members of COPA and CPA, such as address, phone number, immigration status, etc. Employees may also receive confidential information regarding campaigns, allies, interworking organizational dynamics that must remain confidential and not discussed with people outside of staff. Employees agree to maintain this information in confidence from anyone outside of COPA/CPA staff. In the event that an employee is asked to divulge information about a COPA or CPA member by a law enforcement officer, or other agency, the employee must speak first with legal counsel. Employees must maintain all internal organizational information confidential.

**ARTICLE 29
CPA PROHIBITION ON COORDINATION WITH POLITICAL PARTIES**

1. CPA employees may not collaborate with any candidates for elected office or a political party. Collaboration includes but is not limited to: volunteering for their campaign (if it is a CPA endorsed candidate), talking with such candidates about their campaign strategy, and/or attending campaign or party events. Employees may engage in a candidate's campaign or with a political party only if CPA is not doing work in that race or area.

**ARTICLE 30
SOCIAL MEDIA AND TECHNOLOGY POLICY**

Section I: Purpose

The development of this policy is meant to provide a mission-based framework and guidelines for COPA/CPA representatives in sharing internal and external information and

communications, including blogging or social networking (Facebook, Instagram, Twitter, etc.) on work time or personal time using their COPA/CPA role and/or equipment.

These guidelines are in place to provide effective security and to protect the individual and COPA/CPA. Inappropriate use of technology exposes COPA/CPA and the individual to potential risks including virus attacks, compromise of network systems and services, and legal issues.

Section II: Scope

This policy applies to all staff and it also applies to all equipment and service that is owned or leased by COPA/CPA or work products and communication created on work time via equipment that is personally owned by the individual.

COPA/CPA strives to provide its employees with the best tools to do their jobs and communicate its mission to the public. Therefore, COPA/CPA may provide access to different forms of electronic media and services, including but not limited to computers (stationary and/or laptops), email, telephones, cell phones, voicemail, online services, databases, internet and website etc. All employees should remember that electronic media and services provided by COPA/CPA are organizational property and their purpose is to facilitate and support organization growth and integrity. Any work product or other organization information that is produced or stored on personally owned equipment is the property of COPA/CPA and must be transferred to COPA/CPA's computers and database immediately. The employee understands that any personal equipment used for work may be required to be rendered by law enforcement in a case of an audit or investigation of the organization, employees are highly encouraged to not use their personal cell phone, laptop or e-mail for work activities.

These guidelines are in effect but may be changed by COPA/CPA's Executive Director as needed.

Section III: Permissible Activity

To Ensure that all employees have a clear understanding of COPA/CPA's philosophy and framework regarding the use of technology, the following principles have been established: Communication: COPA/CPA supports the dissemination of information, and views it as a critical means to succeed in our work to reach and engage our members, allies etc. directly. All methods of communication are to be used for the purpose of promoting the mission and vision of COPA/CPA to its members and the general public and for inter and intra office communication among staff. Permissible activity includes all communications using COPA/CPA's electronic media that is not:

- Discriminatory or harassing;
- Derogatory to any individual or group;
- Obscene, sexually explicit, hostile or pornographic;
- Defamatory or threatening;
- In violation of any license governing the use of software, copyrighted including illegally downloading photos, music or material;
- Engaged in for any purpose that is strictly of monetary or personal benefit or contrary to COPA/CPA's conflict of interest policy;
- Engaged in for any purpose that is in violation of COPA/CPA's personnel policies and/or collective bargaining agreement or is confidential in nature;

- Providing information that is confidential in nature regarding staffing, organizational dynamics, non-public campaign plans etc.;
- Providing information about, or lists of, COPA/CPA employees or membership to parties outside of COPA/CPA without permission from the Executive Director.

In addition, for liability purposes:

- **Partisan Activities:** Employees should have a disclaimer in their use of social media that makes it clear that their views and opinions are their own and do not represent the views of their employer. Accordingly, an employee should not comment in such a manner unless there is a disclaimer identifying that such comments do not represent their employer. Here is an example of an appropriate disclaimer language that can be used on social media: “The opinions expressed here are mine and not the opinions of my employer”. Under no circumstance is an employee or representative of COPA/CPA authorized to engage in any activity that is illegal under local, state, federal or international law while using COPA/CPA owned resources or while on COPA/CPA’s time.
- Under no circumstance will an employee or representative install unauthorized software or make illegal downloads on COPA/CPA property. Authorized software and downloads will be approved by COPA/CPA’s Executive Director.
- Under no circumstance will staff or representatives sign COPA/CPA up for new social media or online directories without review and express authorization by the Executive Director.

Email/Social Networking/Blogging Activities Guidelines

Acceptable uses of the internet:

Individuals covered by this policy accessing the internet on COPA/CPA’s accounts are representing COPA/CPA. Employees are expected to exercise good judgment in both duration and frequency of internet use. Telecommunication systems provided are intended for business purposes. Those covered should take care in the construction of email messages or postings and not use them for personal purposes.

As part of this policy, all organizational personnel are encouraged to forward published COPA/CPA postings from the organization’s website or blog(s) and public correspondence and materials, unless otherwise stated, and may post the same items on social networking sites if appropriate. No authorization is needed to share content that is publicly published by COPA/CPA unless otherwise stated. Additionally, COPA/CPA encourages social networking and personal statements that are clearly aligned with the organization’s mission and programs, and supportive of its efforts.

Individuals should not:

- Send unsolicited email messages, including junk mail or other advertising material such as chain letters, advertisements etc..
- Send any form of harassment via email, telephone or cell phone, whether through language, frequency or size of messages;
- Use unauthorized lists or inaccurate information for email communications;
- Create or forward ‘chain letters’ or other ‘pyramid’ schemes of any type;

- Engage in blogging, posting on, Twittering, etc. that may harm or tarnish the image, reputation and/or good will of COPA/CPA, its employees, affiliates or allies;
- Attribute personal statements, opinions or beliefs to COPA/CPA when engaging in online communication;
- Express her or his personal beliefs and opinions on issues outside of COPA/CPA's mission, while expressly or implicitly representing themselves as an employee or representative of COPA/CPA;
- Share passwords for database management, emails or financial related material unless authorized to do so.

Note: COPA/CPA's Executive Director has the right to access all COPA/CPA's email accounts in the event the staff person is unavailable and if there is an important business reason to do so. Passwords will be kept in confidence with the Executive Director and should be submitted upon adoption of this policy, upon hire, and communicated when updated or changed.

If there is any uncertainty on areas covered or not covered by this policy as it relates to the use of technology, employees should consult with their supervisor.

Section IV: Authorization and Enforcement

The Executive Director of COPA/CPA is responsible for responding to all requests within a timely manner and using good judgment in all authorizations that may have a legal or public relations impact on the organization. Should there be a conflict on a decision, the person may send a written appeal to both the Executive Director for review. All employees found to have violated this technology policy or publicly defamed COPA/CPA in their official capacity or personal communication, may be subject to disciplinary action, up to and including termination of employment or legal action if applicable. Upon incident, the supervisor of the employee along with the Executive Director) will investigate and recommend what action is to be taken.

Nothing in this policy shall infringe upon any employee's right to engage in protected concerted activity under Section 7 of the National Labor Relations Act.

ARTICLE 31 VIOLENCE POLICY

The organization maintains a zero-tolerance policy towards any form of workplace violence. All forms of violence should be reported immediately to a supervisor. Any employee who commits violence within the workplace, will be immediately terminated from their position. Additional action may be taken by the organization, which could include but is not limited to criminal prosecution.

ARTICLE 32 MANAGEMENT RIGHTS CLAUSE

1. Management of the operations and workforce covered by this Agreement are vested exclusively with the Employer, except as limited by specific provisions of this Agreement. To the extent not inconsistent with this Agreement, the Employer shall have sole and exclusive

rights customarily reserved to management, including but not limited to, the right to:

- a. Hire, assign, schedule, lay-off, recall, promote, and demote;
- b. Discipline employees for just cause;
- c. Determine, establish, and implement new operational methods;
- d. Determine, establish, change, or continue policies, practices, and procedures for the conduct of the business and provision of services provided such are not in conflict with any provision of this agreement, subject to effects bargaining in accordance with applicable law;
- e. Determine and select the type of equipment, to include changing any aspect of equipment;
- f. Reassign or relocate employees; to set the levels of satisfactory work performance, including quality and quantity of work;
- g. Determine and change starting times, quitting times, schedules and assignments of employees;
- h. Temporarily assign employees to meet operational needs;
- i. Establish and change shifts, as well as the number of employees needed for each shift;
- j. Take any other measures which are reasonable and necessary for the orderly and efficient operation of the organization;
- k. Determine employee qualifications and competencies;
- l. Manage, assign, and direct the workforce;
- m. Determine the extent to which and the manner and means the organization will be operated or shut down in whole or in part;
- n. Subcontract as necessary for the operation of the organization; provided subcontracting shall not result in the layoff of bargaining unit employees.

2. The above rights of management are not to be interpreted as all-inclusive, but merely indicate the types of rights, which are reserved for management. Any other rights, powers or authority the Employer had prior to signing this Agreement are retained by the Employer, except those specifically limited or modified by this Agreement.

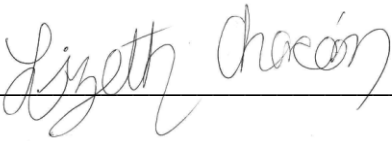
**ARTICLE 33
DURATION OF AGREEMENT**

This Agreement is hereby made effective June 15, 2021 and expires July 31, 2024. The Agreement shall thereafter remain in effect unless terminated or opened for negotiations for a successor agreement by either party by giving the other party written notice of termination or opening not less than sixty (60) days nor more than ninety (90) days prior to the expiration date. If the Agreement is not terminated or opened as provided above, it shall remain in full force and effect. At any time thereafter upon sixty day written notice by either party, the agreement may be reopened for the purpose of negotiating a successor agreement. The terms and conditions of this agreement shall remain in effect during such negotiations.

The parties agree that, on October 2, 2022, or as soon thereafter as practicable, and again on October 2, 2023 or as soon thereafter as practicable, the parties shall reopen Article 10, Section 7 (Salary Scale) to negotiate changes in compliance with Colorado and Federal law regarding salary thresholds for salaried, overtime exempt employees.

For COPA/CPA:

For DNG:



Lizeth Chacón

Executive Director

6/15/21

Date Signed

Date Signed