

CONTRACT

Agreement

between

**Denver Newspaper Guild (DNG) CWA Local 37074
Program Staff of UNE**

and

United for a New Economy

March 1, 2021 – March 31, 2024

Table of Contents

<u>ARTICLE 1: STAFF COMMITMENT AND VALUES</u>	1
<u>ARTICLE 2: LABOR MANAGEMENT COMMITTEE</u>	1
<u>ARTICLE 2A: RACIAL JUSTICE COMMITTEE</u>	2
<u>ARTICLE 3: RECOGNITION</u>	2
<u>ARTICLE 4: PROBATIONARY PERIOD</u>	4
<u>ARTICLE 5: PROFESSIONAL DEVELOPMENT</u>	4
<u>ARTICLE 6: NON-DISCRIMINATION</u>	5
<u>ARTICLE 7: HOURS OF WORK</u>	8
<u>ARTICLE 8: PROMOTIONS</u>	8
<u>ARTICLE 9: PAID TIME OFF</u>	9
<u>Comp Time</u>	9
<u>Holidays</u>	10
<u>Vacation</u>	11
<u>Sabbatical Policy</u>	11
<u>Sick Leave</u>	12
<u>Sick Leave Bank</u>	13
<u>ARTICLE 10: PAID LEAVE</u>	14
<u>Jury Duty or Subpoenas</u>	14
<u>Paid Bereavement Leave</u>	14
<u>Paid Maternity/Paternity, Co-Parent or Adoption Leave</u>	14
<u>ARTICLE 11: UNPAID LEAVE</u>	15
<u>ARTICLE 12: SALARY</u>	15
<u>Car Allowance</u>	18
<u>Cell Phone</u>	18
<u>Reimbursements of Work-Related Expenses</u>	18
<u>ARTICLE 13: INSURANCE AND BENEFITS</u>	19
<u>Disability Insurance</u>	19
<u>Health Care Benefits</u>	19
<u>Retirement Benefits</u>	20
<u>ARTICLE 14: WORK PERFORMED FOR UNITED FOR A NEW ECONOMY ACTION OR A PROJECT SUPERVISED BY OUTSIDE PERSONNEL</u>	20
<u>ARTICLE 15: LAYOFFS</u>	21
<u>ARTICLE 16: DISCIPLINARY & CORRECTIVE ACTION PROCEDURES</u>	22
<u>ARTICLE 17: DISCHARGE FOR JUST CAUSE</u>	23
<u>ARTICLE 18: GRIEVANCE</u>	23
<u>ARTICLE 19: BARGAINING UNIT REPRESENTATIVE INVOLVEMENT IN HIRING</u>	24
<u>ARTICLE 20: EVALUATION OF MANAGEMENT PERSONNEL</u>	24
<u>ARTICLE 21: NO STRIKES OR LOCKOUTS</u>	25
<u>ARTICLE 22: RIGHTS OF THE PARTIES</u>	25
<u>ARTICLE 23: SAVINGS CLAUSE</u>	25
<u>ARTICLE 24: TERM OF AGREEMENT</u>	26

**Agreement between
Denver Newspaper Guild (DNG)
and
United for a New Economy (UNE)**

This Agreement is entered into by and between United for an New Economy hereinafter referred to as “UNE” and the Denver Newspaper Guild herein after referred to as “DNG.”

**ARTICLE 1
STAFF COMMITMENT & VALUES**

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

UNE 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.

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

UNE values an organization of open dialogue and will meet with DNG to discuss areas of concern as necessary.

**ARTICLE 2
LABOR MANAGEMENT COMMITTEE**

Project organizations shall comply with these LMC provisions but shall not be bound by the number of committee members required unless the Project staff is large enough to comply with those numbers.

The purpose of the Labor Management Committee (LMC) is to promote communication, problem solving, diversity and increased effectiveness of the UNE staff as a whole and to develop a more effective, democratic organization. Since budgetary realities effect staff and the work of UNE, LMC members shall have access to the budget report and profit and loss statement at least quarterly. 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 collective bargaining agreement as well as with the application of the agreement.

The LMC will meet monthly or as needed unless all parties mutually agree to reschedule or that there are no issues to discuss. The Committee must meet at least quarterly. There shall be five (5) standing members, (2) UNE Management, (2) DNG, and (1) OPEIU. Any group may have alternates as needed.

The position of Chair of the LMC shall rotate between DNG and UNE management annually. In

odd years, UNE management committee members shall select the Chair. In even years, DNG committee members shall select the Chair. The Chair is responsible for assuring that meetings are scheduled, confirmed, and do take place. In addition, the Chair is responsible for collecting agenda items for each meeting and delivering the agenda to all committee members at least one day prior to the meeting. Committee members must send proposed agenda items to the Chair at least two days prior to each meeting.

ARTICLE 2A RACIAL JUSTICE COMMITTEE

Project organizations are not required to establish a racial justice committee or to participate in UNE's committee but are expected to make efforts to dismantle racism within the project organization.

Vision for the Racial Justice Committee: Explicit aim to dismantle racism internally and externally within the organization of UNE. All UNE staff shall conduct themselves in a manner that reflects the Racial Justice Committee's vision.

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

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

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

The committee must have mandatory quarterly meetings, with the expectation of monthly meetings (committee members can cancel by majority agreement). At least half of the committee membership shall be People of Color. The RJ Committee must always include at least one member of the director team.

ARTICLE 3 RECOGNITION

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

An intern is an enrolled student or an individual who has graduated within the previous six (6) months who is hired or who volunteers for a time-limited position intended to provide experiential learning and exposure to UNE's work, whether or not such internship is connected

to academic credit.

A temporary employee is a non-intern employee hired for an anticipated term of less than five months, or any employee hired to cover for another employee who is on a temporary but extended leave of absence.

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

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

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

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

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

DNG can hold quarterly meetings of reasonable duration and occasional additional meetings on specific issues during UNE work hours. DNG can hold additional meetings, of reasonable frequency and duration, before contract negotiations. DNG is permitted to meet in the UNE office. For DNG meetings during work hours, DNG members will give every amount of reasonable notice possible, and meetings during work hours are not to exceed 4 hours per month, not including time spent in grievance meeting or negotiations. UNE agrees to allow two members of DNG to participate in contract negotiations during paid work hours.

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

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

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

retraining membership in DNG, whenever employed under and for the duration of, this Agreement.

Upon receipt of a properly signed form, UNE agrees to deduct all dues, fees and COPE contributions and remit same to the Secretary of DNG or the Secretary's designated recipient.

ARTICLE 4 PROBATIONARY PERIOD

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

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

Extension

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

ARTICLE 5 PROFESSIONAL DEVELOPMENT

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

UNE recognizes the importance of professional development for its employees and values increasing its staff's capacity and skills. UNE 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 UNE employees.

At least once a year, two weeks before or two weeks after the employee's anniversary date, unless the employee agrees to an extension, every employee and their supervisor will conduct an annual evaluation and prepare a professional development plan. The supervisor shall schedule the discussion. The supervisor and employee will discuss both individual interests and organizational needs during this process.

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

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

Process

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

Transparency

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

ARTICLE 6 NON-DISCRIMINATION

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

Bullying

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

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

Bullying can occur at all levels - between directors, between supervisors and employees, and between employees. Bullying includes, but is not limited to, verbal communication, manipulating the work environment, and psychological manipulation. UNE considers the following types of behavior to constitute workplace bullying: personal attacks such as angry

outbursts, excessive profanity, or name-calling, staring; glaring or other nonverbal demonstrations of hostility; abusive and offensive language, insults and teasing; spreading rumors and innuendo; and encouragement of others to turn against the targeted employee.

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

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

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

POLICY PROHIBITING HARASSMENT AND DISCRIMINATION

General Harassment and Discrimination UNE strives to provide a work environment where all employees can work together comfortably and productively, free from harassment and discrimination. UNE prohibits the harassment of, or discrimination against, any of its employees based on an individual's race, creed, color, religion, marital status, age, sex, gender identity, national origin, immigration status, sexual orientation, personal appearance, family responsibilities, political affiliation, disability, military/veteran status, language or pronunciation or any other basis prohibited by applicable laws.

Prohibited harassment may include, but is not limited to, epithets, slurs, derogatory comments or jokes, intimidation, negative stereotyping, threats, assault or any physical interference with the employee's normal work or movement. Harassment may also include written or graphic material placed on walls, bulletin boards or elsewhere on UNE's premises or circulated in the workplace that denigrates, shows hostility or aversion towards an individual or group because of the characteristics identified above.

Sexual Harassment and Unwelcome Sexual Conduct

UNE also is committed to provide a workplace free of sexual harassment. Sexual harassment is defined as unwelcome sexual conduct that creates an offensive or hostile working environment or unwelcome sexual conduct that is made a condition of working at UNE. Sexual harassment may occur between people of any gender.

Examples of prohibited unwelcome sexual conduct include but are not limited to:

- Verbal harassment (e.g., sexual requests, comments, jokes, slurs);
- Physical harassment (e.g., physical contact or intimidation); and
- Visual harassment (e.g., posters, cartoons, e-mails, texts or drawings of a sexual nature).

This policy is not limited to UNE's facilities but includes anywhere a business-related function is taking place.

While such behavior, depending on the circumstances, may not be severe or pervasive enough to create a sexually hostile work environment, it can still make co-workers uncomfortable.

Accordingly, such behavior is inappropriate and may result in disciplinary action, up to and including termination of employment, regardless of whether it is unlawful.

Complaint Procedure

UNE values creating a safe workplace and takes all reports of harassment and discrimination seriously. Any behavior reported to a member of the Director team constitutes an official complaint that must be formally investigated. If an employee wishes to report conduct, they believe violates these UNE policies on prohibiting harassment and discrimination by any UNE employee, vendor or other business contact, they may do so either orally or in writing to a member of the UNE Director team. Bargaining unit employees may, at their option, ask a union representative/steward to be involved as well.

The Executive Director will be responsible for conducting all investigations. If the Executive Director is involved in the conduct underlying the complaint, a member of the Board of Directors will conduct the investigation. Bargaining unit employees may, at their option, ask a union representative to be present at all interviews of bargaining unit employees during the investigation. Individuals responsible for the investigation will produce a written record of the findings within five (5) business day from the date the conduct was reported to a member of the Director team. If the Executive Director or the appointed Board member is unable to gather information from all parties, they shall receive an additional seven (7) business days to conduct further investigation, respond to the complaint, and shall take appropriate action to remedy the issue, if any.

If it is conduct by a member, employee or officer of an affiliate, a vendor or consultant, or a member of the community, then UNE 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 and/or no longer requiring the employee to be exposed to the harassing party.

UNE will not retaliate, nor will it tolerate retaliation, against employees who complain about harassment or discrimination in the workplace, or against witnesses who participate in an investigation. UNE will investigate any such report as appropriate, and will take whatever corrective action is deemed necessary, including disciplining or discharging any individual who is believed to have violated these prohibitions against harassment, discrimination and retaliation. Confidentiality will be observed as much as possible, but it is not possible to guarantee that it will not have to be broken in order to conduct a thorough investigation.

ARTICLE 7 HOURS OF WORK

Both parties recognize that the nature of work at UNE may require long, irregular hours, including weekend and evening work. The regular hourly expectation for employees is 40 hours per week, including a sixty-minute daily lunch period, however employees will be expected to work the hours required to fulfill their responsibilities. Hours worked remotely, off-site from the UNE office during regular work hours must be pre-approved by the employee's supervisor. If an employee is working more than 40 hours per week frequently, the employee and their supervisor shall meet to create an action plan to help the employee meet their workload in 40 hours or reduce the assigned workload.

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

In the event that an employee works long hours in a day, such an employee will be permitted to arrive at work later the next day, if work plan allows.

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

Employees that qualify as salaried employees based on the criteria of the FLSA and State law, and are paid below the overtime exempt minimum annual salary shall be eligible to receive time and one-half overtime pay for hours worked beyond forty (40) hours in a pay week. Salaries are based on a forty-hour workweek. For the purpose of calculating overtime pay the employee's weekly salary shall be divided by 40 hours to determine the employee's hourly rate. That amount shall be multiplied by 1.5 to determine the overtime rate.

Employees that qualify as salaried employees based on the criteria of the FLSA and State law and are paid above the overtime exempt minimum annual salary shall not be eligible for overtime pay but shall be eligible for comp time as outlined in Article 9 Paid Time off.

ARTICLE 8 PROMOTIONS

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

Project Organizations shall not be required to comply with the Job Postings, and Job Description update provisions of this article.

New Positions - Job Postings

In the case when UNE is adding a new position, UNE creates a job posting in the following manner:

1. The Director Team creates a draft job posting for the position and determines the job category based on the criteria outlined in Article 12, Salary.
2. UNE shares the draft job posting with the DNG Bargaining Unit chair and gives adequate time for feedback.
3. The job posting is shared internally with all staff via email with an invitation to apply 2 business days before public posting. Employees that wish to be considered within this internal period must give notice of interest in the position via email within the 2 business days, but a full application is not required. If employees do not indicate their interest during this period, they still have the option of submitting a full application after the position is posted publicly.
 - a. If UNE wishes to hire the internal applicant for the new position, then the job is not posted publicly.
 - b. If UNE does not wish to hire the internal applicant without reviewing external candidates, then UNE will inform the internal candidate and then share the job posting publicly.
 - c. If there are no internal applicants at the end of the 2 business days, UNE shares the job posting publicly.

Revising/Updating Current Job Descriptions

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

1. The Supervisor and Employee create and finalize a draft and forward to the Director Team for review.
2. The Director Team forwards to the DNG Bargaining Unit Chair and the OPEIU steward for review with a deadline to reply.
3. The Director Team finalizes the job description.
4. The Supervisor posts the file on the on the Google drive on the server (UNE's Internal Shared Server Drive) and sends an email to the full staff notifying the staff that the revised job description is now available.

ARTICLE 9 PAID TIME OFF

Comp Time

Both parties to this contract will employ this article with trust, honesty and mutual respect. The purpose of Comp Time is to provide staff with rest from the hard work required of staff to accomplish the mission of UNE.

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

Comp time is accrued as outlined below and can only be used in 1/2 or full day increments. Employees must use flexible scheduling whenever possible to keep their work hours below 45 in a week. Paid time off including holidays, sick days, vacation days and union time cannot be used to accrue comp time. Employees must seek written approval using a standard form provided by UNE. Such requests shall not be unreasonably denied. s. Comp time must be scheduled by mutual agreement with the supervisor.

Employees shall accrue comp time as follows:

- For calendar week in which an employee works 45 hours or more. the employee shall accrue one (1) comp day.
- If an employee is required to work one (1) weekend days after working a full regular work week (defined as Monday to Friday, except on holidays), one (1) comp day is accrued.
-
- Hours or days worked in a single calendar week may only be used to accrue comp days under one of the above methods, and hours or days worked in the same calendar week may not be used to accrue comp days through more than one of the above methods.
- Comp time must be used within three months of accrual.

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

Comp time is separate and independent of the flexible work schedules in Article 7, Hours of Work. Working a shorter day during the workweek or taking time off in the middle of the day shall not be construed as the use of comp time as long as the employee works the regular expectation of forty (40) hours in the workweek as established in Article 7, Hours of work.

Holidays

Project organizations with an annual operating budget of less than \$200,000 shall not be required to provide the employee’s birthday or three floating holidays as paid days off. The following holidays shall be observed with no deduction in salary:

Martin Luther King Jr. Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Day after Thanksgiving

December 24

December 25

Employee's Birthday

Three floating holidays for religious, ethnic or personal holiday of employee's choice

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

UNE strongly encourages staff to take these holidays off, but if urgent program needs require an employee to work on any of these days, the Executive Director, at their discretion, may grant a substitute floating holiday.

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

Vacation

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

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

Employees who have been employed for less than four (4) years may carry over no more than five (5) days of unused paid vacation into the following calendar year. Employees who have been employed for four (4) or more years may carry over no more than ten (10) days of unused paid vacation into the following calendar year.

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

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

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

Sabbatical Policy

Project Organizations with an annual operating budget of less than \$200,000 shall not be required to participate in the plan but may elect to do so.

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

- A proposed plan must be submitted to the Executive Director no less than six (6) months prior to the requested start of the sabbatical, describing how the individual will use the

sabbatical to rest, rejuvenate, learn something new, and/or grow professionally. Plans are subject to the Executive Director's approval.

- Prior to approval of a sabbatical plan, the Executive Director must also approve a plan for work coverage during the proposed sabbatical.
- The Executive Director at their discretion may also allow employees to add unused paid vacation or other accrued unpaid time for a total sabbatical not to exceed four (4) months.
- Employees will continue to receive health care and retirement benefits during sabbatical, but no comp time, cell or auto stipends may be accrued during sabbatical leave.
- Employees shall make a good faith effort to commit to a full year of employment beginning upon their return from sabbatical. If an employee separates from UNE before one year following their return date, the employee shall compensate UNE for the value of their sabbatical according to the following scale:
 - If the employee works less than four full months upon return from sabbatical, the employee shall pay UNE the equivalent of three months' salary.
 - If the employee works more than four but less than eight full months upon return from sabbatical, the employee shall pay UNE the equivalent of two months' salary.
 - If the employee works more than eight but less than twelve full months upon return from sabbatical, the employee shall pay UNE the equivalent of one month's salary.

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

Sick Leave

Project organizations with an annual operating budget of less than \$100,000 shall provide at least five (5) days of paid sick leave per year.

Project organizations with an annual operating budget of more than \$100,000 but less than \$200,000 shall provide at least eight (8) days of paid sick leave per year.

Project organizations with an annual operating budget of more than \$200,000 shall provide at least twelve (12) days of paid sick leave per year.

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

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

family.

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

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

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

Sick Leave Bank

Project Organizations shall not be required to establish and maintain a sick leave bank, but may elect to do so.

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

Contribution of Sick Leave to the Bank

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

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

Administration of the Sick Leave Bank

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

**ARTICLE 10
PAID LEAVE**

Jury Duty or Legal Proceeding Leave

An employee shall be excused from work without a reduction in pay if the employee is summoned to serve on a jury. An employee shall be excused from work without a reduction in pay if the employee must make an appearance in a legal proceeding related to the employee's employment with UNE, provided the employee is not the complaining party.

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

Paid Bereavement Leave

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

Paid Maternity/Paternity, Co-Parent or Adoption Leave ("New Parent Leave")

Project Organizations with projected annual revenue of less than \$200,000 shall not be required to participate in the plan but may elect to do so.

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

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

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

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

Month	37+
Weeks	12

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

New Parent leave is exclusively for the purposes of preparing for or caring for a newborn, foster child or adopted child. In order to use new parent leave in the case of fostering a child, the

employee must provide UNE with documentation showing the employee intention to adopt the foster child.

Employees are required to give the UNE leadership at least three (3) calendar months of notice of the employee's likely intention to take New Parent leave. UNE, at its discretion, may consider New Parent leave for an adoptive parent who provides less than three months' notice if the employee establishes that they received less than the requisite three-month notice of placement of the child in the employee's home.

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

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

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

ARTICLE 11 UNPAID LEAVE

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

ARTICLE 12 SALARY

Hourly employees of Project Organizations shall be paid for all hours worked including time and one-half of straight-time pay for all hours over 40 in a workweek.

Employees of Project Organizations must be properly classified as hourly, salaried – overtime eligible or salaried-overtime exempt based on the employee's duties and applicable law.

Project Organizations with an annual operating budget of less than \$200,000 shall pay an hourly wage not less than \$15.00 or a weekly salary not less than \$600.

Project Organizations with an annual operating budget of more than \$200,000 shall pay an hourly wage or salary not less than provided in the provisions below.

Pay Scale for Bargaining Unit Employees:

UNE’s salary minimums are based on levels of responsibility necessary to complete the job category. Employees included in this collective bargaining agreement shall earn regular raises on an annual basis.

Salaries listed are a minimum starting salary for each category:

	April 1, 2021	April 1, 2022	April 1, 2023
Category 1	\$43,000	\$44,290	\$44,737
Category 2	\$47,000	\$47,940	\$48,899
Category 3	\$51,000	\$52,020	\$53,060

Category 1:

- No experience required.
- Requires a high degree of support, supervision and direction from supervisor and others at the organization.
- Requires a high degree of initial training of technical skills.
- Operationalizes processes and strategies decided upon by their supervisor or other director team.
- Brings curiosity to problems and works with supervisor to identify possible issues and solutions.
- Shows commitment to learning more about UNE organizational culture and how to embody it.

Category 2:

- Two (2) years or more of relevant experience.
- Requires a moderate degree of support, supervision, and direction from supervisor and others.
- Brings moderate level of understanding of organizationally important technical

skills/expertise and relationships and has practiced those skills.

- Primarily responsible for prioritizing their own work.
- Portions of work responsibilities are designed/delegated by others; some are self-designed in line with team and organizational strategy.
- Handles a wide range of responsibilities and a meaningful body of work.
- Identifies issues and works with supervisor and director team to recommend and implement solutions.
- Exhibits leadership by setting a good example of organizational culture.

Category 3:

- Two (2) years or more of relevant experience.
- Requires a moderate degree of support, supervision, and direction from supervisor and others.
- Brings a working knowledge of the field or organizationally important technical skills/expertise and relationships and has practiced those skills.
- Primarily responsible for prioritizing their own work.
- Portions of work responsibilities are designed/delegated by others; some are self-designed in line with team and organizational strategy.
- Anchors a strategic issue or electoral campaign in line with organizational strategy and with a high level of independence.
- Identifies issues and works with supervisor and director team to recommend and implement solutions.
- Exhibits leadership by setting a good example of organizational culture.
- Contributes to but not responsible for bottom line fundraising to support employee's work.
- Acts as a resource for supervisors and director team during times of extenuating circumstances.

Second Language Differential

An employee who is required in the regular course of their assigned duties, to use a second language will receive a \$25.00 per pay period differential subject to such an employee demonstrating an oral fluency in the second language required.

Promotions:

Moving from one position category to another is considered a promotion. Promotions earn a pay increase of 6% or the minimum salary listed for the new category, whichever is higher. During an employee's annual evaluation, the supervisor shall discuss opportunities for promotion based on the needs of the organization. If such an opportunity exists, or may be created, UNE will work with the employee to create a plan that outlines the new responsibilities, and necessary support the employee may need to take on the new responsibilities.

Employees shall receive a 3% pay increase annually on the employee's anniversary date of hire.

Employees shall receive a retention increase of 6 % on their fifth (5th) anniversary date of hire.

The wage rates set forth in the collective bargaining agreement are minimum rates. UNE may, at its sole discretion, provide a higher wage to an individual employee without having to pay the same amount to every employee in the same classification. If UNE provides an employee a higher rate UNE will notify DNG in writing.

Car Allowance

All UNE employees shall be eligible for reimbursement for non-commute, work-related mileage at the federal rate in effect at the time.

Cell Phone

Project Organizations with an annual operating budget of less than \$200,000 shall not be required to comply with the cell phone provisions below.

UNE employees shall be eligible for the cell phone benefit based on the following criteria:

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

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

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

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

Reimbursements of Work-Related Expenses

Reasonable and customary expenses including parking incurred in the performance of the employee's job will be reimbursed as described in the UNE reimbursement policy.

Legal Expense

UNE 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 the employee's behalf any bail, fines, judgments or penalties imposed upon the employee as a result of their performance of their UNE duties. Driving and parking infractions are excluded from this provision.

ARTICLE 13 INSURANCE AND BENEFITS

Disability Insurance

Project Organizations with an annual operating budget of less than \$200,000 shall not be required to participate in the disability plan but may elect to do so.

UNE will make available long-term and short-term disability plans for employees working more than thirty (30) hours per week.

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

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

Health Care Benefits

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

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

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

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

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

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

Health care coverage includes medical, dental, and vision.

If during the term of this contract UNE receives notice from its health care provider that the cost of these premiums is scheduled to increase more than 5% for the upcoming year, UNE retains the right to re-open bargaining regarding health insurance only. UNE agrees to provide the DNG with prompt notice if it learns that benefits are scheduled to increase more than 5%, including prompt notice of any potential changes to health care benefits or costs UNE wishes to bargain over. Re-opener bargaining, if any, will commence within ten (10) business days of UNE providing the Union with written notification of premium increases from the health insurance provider. The parties agree that changes in employee contributions towards healthcare, if any,

will go into effect on January 1 of the subsequent year. DNG understands that the UNE health insurance pool covers individuals outside the bargaining unit, and that the input of these parties will also be taken into account when discussing any changes in health insurance coverage or costs.

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

Retirement Benefits

Project Organizations with projected annual revenue of less than \$200,000 shall not be required to participate in the plan but may elect to do so.

UNE provides an employer-matched 403(b), 401(k) or simple IRA retirement plan. As soon as administratively possible after ratification of this agreement UNE will become a participating employer in the IUE-CWA 401(k) plan. Employees shall become eligible to participate in the plan the first of the month following their date of hire. After six months of employment, UNE 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 UNE. Employees shall immediately vest in their contribution, and UNE's contribution.

If an employee chooses not to participate in the UNE retirement plan, the employee must 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 parties agree that UNE may change retirement providers upon mutual agreement between UNE and the Guild,

ARTICLE 14 WORK PERFORMED FOR UNITED FOR A NEW ECONOMY ACTION OR A PROJECT SUPERVISED BY OUTSIDE PERSONNEL

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

All terms of employment set out in this contract shall continue to apply to any employee who is performing work on behalf of United for a New Economy Action, UNE partner 501 (c) (4) organization or a project supervised by outside personnel. In such instances the employee's UNE supervisor shall remain the primary supervisor responsible for maintaining the working conditions set out in this contract.

ARTICLE 15 LAYOFFS

Financial and Programmatic Layoffs

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 DISCIPLINARY & CORRECTIVE ACTION PROCEDURES

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

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

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

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

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

1. Verbal Warning

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

2. Written Warning

Prior to a supervisor authoring a written warning, a meeting shall be held to assure that all relevant information has been collected and considered. The meeting shall include the affected employee(s), supervisor, Executive Director and union steward or representative.

After such meeting, if UNE concludes that a written warning is justified, UNE meets with the employee and presents him/her with a written notice of corrective action. A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. UNE and the employee shall set a time frame and a check-in program, during which improvement must be made and maintained in accordance with the terms of the warning and/or any plan for improvement ("Improvement Plan"). A record of the written warning and any Improvement Plan shall be kept in the employee's personnel file.

ARTICLE 17
DISCHARGE FOR JUST CAUSE

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

ARTICLE 18
GRIEVANCE

DNG has the right to file a grievance in accordance with the following procedures outlined below regarding unfair treatment and/or disputes with UNE relating, but not limited to, disciplinary action, interpretation or application of the contract, or unilateral changes by UNE to well-established past employment practices.

Earnest efforts will be made to settle issues with informal discussions prior to reducing them to writing. The parties shall meet and seek possible resolution of the issue.

Step One:

DNG, when appealing such UNE action shall submit a written complaint (the “Grievance”) to the appropriate supervisor or the Executive Director within twelve (12) business days after the Aggrieved Party knew, or reasonably should have known, of the act or condition on which the Employer action is based. Included in the Grievance, Aggrieved Employee shall describe the relief or remedy sought.

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

Step Two: Optional Mediation

If both parties agree, they may choose to utilize mediation to attempt to resolve the issue. Upon agreement to enter mediation, the parties agree to use a free Federal Mediation and Conciliation Services (FMCS) Commissioners for such mediation.

Alternatively, upon the rejection of the grievance by UNE, DNG and the affected employee(s)

may choose to submit a rebuttal letter concerning the issue grieved to UNE Human Resources who shall place the rebuttal in the employee's personnel file if the rebuttal is in response to a discipline. If the rebuttal concerns a non-disciplinary grievance HR Human Resources shall place the rebuttal in a file for such documents. Upon request employees shall be allowed to view their own personnel file and the separate rebuttal file.

Step Three: Arbitration

If the Grievance is not settled in Step Two, DNG shall notify the Executive Director in writing within ten business (10) days of the Executive Director Response Deadline of its intent to proceed to arbitration.

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

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

ARTICLE 19 BARGAINING UNIT REPRESENTATIVE INVOLVEMENT IN HIRING

DNG shall have the right to designate up to two representatives to participate in the hiring committee for all positions, except Executive Director, Temporary Employees and Project Employees. The role of the hiring committee is to recommend final candidate(s) to the Executive Director or the Board. UNE shall have the right to vet resumes before including the DNG representatives in the hiring process. The Board of Directors may request a representative from DNG to join any committee created to hire the Executive Director at their sole discretion. UNE shall fill all vacancies promptly.

ARTICLE 20 EVALUATION OF DIRECTOR TEAM

Annually, in November or December, DNG shall provide a written evaluation of the Director who supervises the employees.. The evaluation shall cover the work areas of leadership and supervision, communications, work plan management and commitment to a quality and equitable workplace culture.

Supervisors shall have a portion of their evaluation dedicated to the evaluation by bargaining unit employees of the skills named above. A standard form agreed upon by the LMC shall be provided to all bargaining unit employees to rate their supervisors on such skills.

The LMC shall finalize the evaluation form by April 1, 2021. Acknowledging that evaluations were not conducted in 2020, The agreed upon form will be provided to bargaining unit employees by April 1, 2021, to be completed by April 9, 2021. UNE shall make the completed forms available to the director's supervisor, and in case of the Executive Director, the Board of Directors. The board may, at its sole discretion, choose to include these forms or another mechanism in their evaluation of the Executive Director.

**ARTICLE 21
NO STRIKES OR LOCKOUTS**

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

**ARTICLE 22
RIGHTS OF THE PARTIES**

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

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

**ARTICLE 23
SAVINGS CLAUSE**

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

ARTICLE 24
TERM OF AGREEMENT

The term of this contract shall be March 1, 2021 through March 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 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 (60) 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.

For UNE:

Carmen Medrano
Desiree Westland Cindric

For the Guild:

Nicholas Marquez
Iona Long Soldier
Tony Mulligan

April 5, 2021
Date signed

LETTER OF AGREEMENT

Concerning the salary placement and progression of current employees

As an exception to the salary progression provided for in Article 12, Salary, UNE and the Guild agree to the following schedule and percentage amounts of pay increases for Guild-covered staff of UNE employed on the date of ratification of the Collective Bargaining Agreement.

Iona Long Soldier's shall receive a 18% increase effective April 1, 2021 in lieu of the annual raise scheduled for June 10, 2021.

Nicholas Marquez shall receive a 22% increase effective April 1, 2021 in lieu of the annual raise scheduled for July 8, 2021.

No cost of living or retention increases shall be owed to Marquez or Long Soldier in 2021.

On their anniversary dates beginning in 2022, Marquez and Long Soldier shall receive the annual increase of 3%.

All pay increases described in this LOA are minimums and do not preclude Marquez or Long Soldier from promotion to Level 3 or being granted a salary above the contractual minimums.