

# CONTRACT

Collective Bargaining Agreement

between



and

**DENVER NEWSPAPER GUILD  
COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 37074, AFL-CIO**

**2022-2025**

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## ARTICLE 1: RECOGNITION

1. New Era Colorado (herein known as "New Era" or Employer") recognizes Denver Newspaper Guild-CWA Local 37074 (herein known as the "Guild" or "Union") as the exclusive collective bargaining representative for all the job titles listed below:

Regional Field Manager	Operations Coordinator
Policy Manager	Digital Organizer
Development Manager	Data Manager
Leadership Development Coordinator	

2. New Era agrees to notify the Guild upon creation of any new bargaining unit-eligible positions and agrees to bargain a salary or wage and any conditions unique to the position.
3. 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: NEW ERA 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. New Era promotes a culture of participatory democracy and encourages the expression of all ideas and opinions.
3. New Era Management supports an atmosphere of free speech within the organization, including the employees' right to open debate without judgment or retaliation for their views. All parties ask about and make an effort to understand the "why" behind the other team's negotiation positions. Keeping open minds to different "hows" or ways of accomplishing a given goal.
4. New Era management values an organization of open dialogue and will meet with the bargaining unit to discuss areas of concern as necessary.
5. New Era priorities should center the voice, values, and leadership of the general membership, staff are critical to the direction of the organization.
6. Bearing in the mind the particular challenges of communicating remotely and through video conferencing and leaving room for clarification when miscommunication or misunderstanding arises.

7. Practicing the core values of anti-racism in all areas of negotiation, including centering those most impacted by the issues.

### **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 New Era staff as a whole and to develop a more effective organization in which all bargaining unit member's ideas, concerns, and recommendations are taken into consideration. The LMC cannot change the language or the application of the collective bargaining agreement. The LMC may discuss 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, quarterly or as needed unless both the Guild and New Era Management mutually agree to reschedule or that there are no issues to discuss. The Committee must meet at least quarterly. There shall be two (2) Management members, and two (2) members from the bargaining unit. Any group may have alternates as needed.
3. The position of Chair of the LMC shall be designated by the Guild and Management annually. 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. The Chair will have no discretion over the creation of agenda, other than compiling agenda items from members. Committee members must send proposed agenda items to the Chair at least two (2) 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. The Union shall indemnify New Era for any claims, causes of action or disputes arising from the enforcement of this Article.
2. Upon receipt of a properly signed form, New Era agrees to deduct all dues, fees, and COPE contributions and remit the same to the Treasurer of the Guild 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. The Guild can hold one meeting every other month of one hour during New Era work hours. The Guild can hold additional meetings, of reasonable frequency and duration, before contract negotiations. The Guild is permitted to meet in the New Era office.
2. New Era will allow up to two (2) employees from the bargaining unit to attend one union meeting or union related training opportunity during work hours (two [2] days or less) per year with full pay. Not more than one employee from the bargaining unit may attend such trainings/meetings or union meeting at a time. New Era 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 New Era events 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 New Era's discretion and without recourse through the grievance procedure. The probationary period gives New Era 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. New Era 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. Extension: Under some circumstances, the employee's probationary period may be extended up to an additional three (3) months upon mutual agreement between New Era and the Guild. Extensions must be considered before the three-month probationary period ends. If an extension is granted, New Era 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.

2. New Era shall budget at least the equivalent of \$250 per year per full-time employee for professional development, available to all employees. Access to the use of development funds is subject to approval by New Era. Requests for use of professional development funds shall not be unreasonably denied.

## **ARTICLE 8: EQUAL EMPLOYMENT OPPORTUNITY**

1. An environment characterized by diversity, free inquiry, free expression, sexual, and religious freedom, and balanced by interpersonal civility is now, and always will be, a top priority of New Era Colorado Foundation. This environment is an essential aspect of manifesting the world we want to live in, building new leaders, promoting civic engagement, and sharing knowledge.
2. New Era Colorado Foundation is an equal employment opportunity employer and does not discriminate against employees or job applicants on the basis of race, religion, color, sex, gender identity, gender expression, sexual orientation, age, national origin, mental, or physical disability, marital, veteran or family status, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies and is allowable under applicable law.
3. New Era's personnel practices strive to comply with federal, state, and local laws regarding nondiscrimination in employment, including Title VI and Title VII of the Civil Rights Act of 1964; Title V, Section 504, of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act; and the Age Discrimination in Employment Act of 1978, as amended.
4. New Era is committed to providing reasonable accommodations to staff with disabilities. Staff can bring accommodation requests to their supervisor, the Operations Director or the Executive Director. Employees will be asked to complete an intake form. Accommodations will be strictly confidential with the necessary exception of the Executive Director, Operations Director, and the employee's supervisory chain. Note that New Era may require documentation to process an accommodation request.
5. This policy extends to all aspects of the employment relationship, including, but not limited to, recruiting, interviewing, job assignments, training, compensation, benefits, discipline, use of facilities, participation in New Era Colorado Foundation-sponsored activities, termination, and all other terms, conditions, and privileges of employment.

## **ARTICLE 9: JOB TITLES, PURPOSES AND RESPONSIBILITIES**

1. Job titles shall accurately reflect the responsibilities and level of self-direction of the position. A job description shall be completed for each bargaining unit position with non-binding input from the bargaining unit. Full-time positions shall not be diminished to part-time.

2. If a bargaining unit employee serves on internal/external committees, with input from the employee, their supervisor shall work to balance job responsibilities with committee work within the regular work week.
3. Should New Era create a new job title within the bargaining unit, the Employer shall furnish the Guild with the job description and the parties shall negotiate over the wage for the position. If the parties cannot agree on the wage (or wage band) for the position prior to the position being filled, the Employer may implement its last offer.

#### ARTICLE 10: HOURS & LOCATION OF WORK

1. All bargaining employees shall be hourly, overtime eligible.
2. Full-time employees shall get a daily paid lunch period of 60 minutes.
3. Time spent getting to and from an office, field, or any other location other than the employee's one assigned office shall count as work time. Time spent getting to and from an office, field or any work location after the initial commute is complete shall count as work time when required by the organization. Time spent commuting to and from an employee's assigned reporting location (e.g., office, campus) shall not be considered time worked.
4. The average hourly expectation for full-time employees is 40 hours per week, including lunches. Hours spent during paid lunch shall not count towards working time or overtime.
5. 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.
  - a. Employees shall be allowed to work hours beyond forty (40) hours to complete assigned work subject to approval from Management. Without approval, the employee shall not be required to complete the work in question.
  - b. Bargaining unit employees who work over forty (40) hours in a week shall be paid at the rate of time and one-half pay for all hours worked over forty.
6. Work hours and work location at New Era Colorado Foundation are often non-traditional, irregular, and flexible. Schedules and work location will be agreed upon by the employee and their supervisor. At times employees may need to work evenings and weekends.
7. Employees should not use New Era Colorado Foundation time to take care of personal business on more than a *de minimis* basis. From time to time it is acceptable as long as the employee makes up the lost time during that day or during that week for something such as an appointment or going to the DMV. Employees may also use their lunch time to take care of personal business. However if the time is used for something political or partisan in nature, the employees must request it in advance and submit the request in writing. **Any political or partisan activities must occur off the clock.**
8. All employees must keep track of their hours in the provided system which is shared with their supervisor. It's required for legal compliance and financial reasons that New Era track

hours worked for each employee. These hours must be accurate. By submitting the timesheet, the employee is attesting that the timesheet reflects the full and accurate hours. For all employees, timesheets are due to the Operations Department on the 1st and 16th of every month. All timesheets must be reviewed by their supervisor before being submitted to the Operations Department.

## ARTICLE 11: 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 the wage for the position which they applied, interviewed and were hired to fill, provided applicants will be given the option to apply for alternative positions if they so desire.
3. All bargaining unit employees shall have access to all bargaining unit employees' wages (including bonuses and additional benefits) upon request by the Union
4. Wages for 2022 – 2025:

<b>Managers (annualized equivalent)</b>	<b>Ratification 2022</b>	<b>August 1, 2023</b>	<b>August 1, 2024*</b>
<b>1st Year</b>	\$51,000	\$52,020	\$53,060
<b>2nd Year</b>	\$52,020	\$53,060	\$54,122
<b>3rd Year</b>	\$53,060	\$54,122	\$55,204
<b>4th Year</b>	\$54,122	\$55,204	\$56,308
<b>5th Year</b>	\$55,204	\$56,308	\$57,434
<b>Coordinators (annualized equivalent)</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>1st Year</b>	\$46,000	\$46,920	\$47,858
<b>2nd Year</b>	\$46,920	\$47,858	\$48,816
<b>3rd Year</b>	\$47,858	\$48,816	\$49,792
<b>4th Year</b>	\$48,816	\$49,792	\$50,788
<b>5th Year</b>	\$49,792	\$50,788	\$51,803
<b>Organizers (hourly)</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>



<b>1st Year</b>	\$20.00	\$20.40	\$20.81
<b>2nd Year</b>	\$20.40	\$20.81	\$21.22
<b>3rd Year</b>	\$20.81	\$21.22	\$21.65
<b>4th Year</b>	\$21.22	\$21.65	\$22.08
<b>5th Year</b>	\$21.65	\$22.08	\$22.52

\* 2024 Wages are subject to reopener negotiations as set forth in Section 7.

5. Upon ratification of this agreement, the above-referenced wages will become effective and all bargaining unit employees will be paid based on the employee's job title and length of service in such title with New Era, as provided in the chart above.
6. New Era will provide a ratification bonus of \$1,000 to each full-time staff member and \$500 to each part-time staff member.
7. Commencing in March of 2024, the parties agree to reopen Section 4 of this Article for negotiations. Such reopener negotiations will consist entirely of two (2) bargaining sessions with either party enjoying the right to utilize Federal Mediation & Conciliation Service mediation for any portion of the reopener.
8. In no case shall any employee have their wages reduced by the implementation of this wage scale.
9. In the event the Employer creates a job title where employees who are proficient in a second language must use such language in the performance of their work, such employees shall receive a 2% increase above this wage scale.
10. The pay scales in the chart above are minimums. Nothing shall prevent the parties from negotiating wages above such minimums.

## **ARTICLE 12: RESERVED**

## **ARTICLE 13: PAID TIME OFF**

1. Vacation
  - a. All full-time bargaining unit employees shall accrue vacation with pay at the rate of five (5) hours per pay period, equivalent to one hundred and twenty (120) hours in a one-year period.
  - b. All part-time employees shall accrue 0.05 hours of paid time off per hour worked.
  - c. The accrual of vacation is capped at a maximum of one hundred and twenty (120) hours. Once an employee has accumulated one hundred and twenty (120) hours of

accrued and unused vacation, accrual will stop until the employee takes vacation time off, at which time accrual shall commence again.

- d. The Employer will provide a system for tracking vacation time.
- e. 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 two (2) weeks' notice for vacation requests of two (2) to five (5) days; and five (5) weeks' notice for vacation requests of more than five (5) days.
- f. Accrued, unused vacation is paid out upon separation from employment.

## 2. Sabbatical Leave

- a. Full time staff who have been employed with New Era for four or more (4+) years are eligible to request and take up to eight (8) 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.
- b. Sabbaticals may or may not be granted for the period requested, based on operational needs. Employees shall request sabbatical leave at least five (5) months prior to the date they intend to begin the leave.
- c. The employee will continue to be paid 100% of their wage on a semi-monthly basis throughout the term of their sabbatical leave.
- d. Sabbatical is separate and distinct from available vacation. Vacation and sabbatical time off combined in any twelve-month period may not exceed twelve (12) weeks. Vacation may not be taken in the four (4) weeks on either side of sabbatical leave.
- e. All insurance and retirement benefits will continue as elected during the sabbatical period. Vacation does not accrue during sabbatical leave.
- f. Employees will be eligible for sabbatical leave every four (4) years following the first sabbatical taken.
- g. An employee who takes sabbatical leave must commit to continued employment at New Era Colorado for twelve (12) months after the sabbatical leave is taken. An agreement between the employee and the organization will be signed prior to the sabbatical leave stating that the employee will repay all pay they received during

sabbatical if they voluntarily leave New Era within a period of twelve (12) months after the sabbatical.

- h. Employees have no right to payout of sabbatical leave upon separation.

### 3. Sick Leave

- a. Employees may use sick leave for any purpose identified in C.R.S. § 8-13.3-404 (in whatever form this statute or any successor statute exists at the time the employee seeks to use leave).
- b. Full-time Employees shall be granted eighty (80) hours of paid sick leave per calendar-year, pro-rated upon hire and for term of employment for the remainder of the calendar year. Employees shall be able to take additional sick days unpaid, up to a reasonable amount at the discretion of management.
- c. Part-time employees shall be granted twenty (20) hours of paid sick leave per calendar-year, pro-rated upon hire and for contract term for the remainder of the calendar year. Employees shall be able to take additional sick days unpaid, up to a reasonable amount at the discretion of management.
- d. Unused sick time is not paid out upon departure.
- e. An employee may use available 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.
- f. Employees shall have no more than eighty (80) hours of available sick leave at any time.
- g. New Era Colorado Foundation reserves the right to request reasonable documentation to the extent an employee is absent for more than three consecutive work days.

### 4. Holidays

- a. All full-time employees will receive all holidays off as described below paid at eight (8) hours per holiday. Employees may request alternative holidays for personal, religious, or cultural days that may not be reflected here. Part-time employees will receive holidays off as described, paid at four (4) hours per holiday. Alternative holidays shall be in lieu of an equal number of holidays listed below.

<b>Holiday</b>	<b>Date</b>
MLK Day	Third Monday of January
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday of September
Election Recess (1 day)	1 Day after Election Day
Thanksgiving Recess (3 days)	Fourth Wednesday, Thursday, and Friday of November
Winter Break	At least from Christmas Eve through New Year's Day

- b. Additional time may be added to Winter Break at the discretion of the Executive Director.
- c. When any holiday listed in Section (a) above falls on Saturday or Sunday 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.
- d. If an employee is assigned to work on any paid holiday listed above, the employee shall receive their regular holiday pay for the day plus an additional one hour paid for each hour of work. If an employee works on both the actual and observed holiday, the employee shall only receive double time for the actual holiday.

## 5. Family Leave

- a. New Era shall grant paid and/or unpaid family leave to care for an immediate family member (i.e., spouse, child, or parent) with a serious health condition, or to take medical leave when the employee is unable to work because of a serious health condition, including employees requiring leave for gender transition (more information on transitioning can be found in New Era's Gender Transition Guidelines) within the parameters of the following table:

Employment Duration	Paid Leave	Unpaid Leave
< 1 Year	N/A	Up to 12 weeks
1+ Years	3 weeks	Up to 9 weeks

- b. For the purposes of the family care leave, immediate family is defined as the employee's mother, father, parent, child (including legally adopted children and foster children), sibling, spouse, domestic partner, significant other, parent of current spouse, stepchildren, grand-children and grand-parents.
- c. Serious health condition is defined as (per the Department of Labor) "an illness, injury, impairment, or physical or mental condition that involves:
  - i. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
  - ii. A period of incapacity requiring absence of more than three (3) calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a healthcare provider; or
  - iii. Any period of incapacity due to pregnancy or for prenatal care; or
  - iv. Any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy); or
  - v. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases); or
  - vi. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a healthcare provider for a condition that likely would result in incapacity of more than three (3) consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis)."
- d. Family leave may be granted as a single period of leave or on a part-time or intermittent basis. Leave may be extended at the discretion of the Executive Director.
- e. New Era may require verification of the need for the leave. Family leave will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. The total amount of leave will not exceed twelve (12) weeks in a twelve (12) month period.
- f. Employees will be required to use all accrued vacation over forty (40) hours concurrently with Family leave.
- g. Vacation does not accrue during family care leave. Employees have no right to payout of family leave upon separation.

## 6. Bereavement

- a. A full-time employee shall be excused from work for a period of up to six (6) days without loss of pay, in the event of death of a member of his/her/their immediate family. Bereavement leave must be taken in one day increments. A part-time

employee shall be excused from work for a period of up to three (3) days without loss of pay. Immediate family is defined as the employee's mother, father, parent, child (including legally adopted children and foster children), brother, sister, spouse, domestic partner, significant other, mother, father or parent of current spouse, stepchildren, grandchildren and grandparents. Bereavement days may be used intermittently up to 6 months after the loss. The employee may request additional bereavement leave to a maximum of twenty additional (20) days through any combination of first previously unscheduled vacation and then unpaid leave. Bereavement leave may be used in full-day increments. Employees are not entitled to payout of bereavement leave upon separation.

#### 7. Parental Leave and Nursing

- a. New Era will grant paid parental leave for the birth, pre-birth complications, adoption, and/or foster care of a child at the rate of: Twelve (12) weeks leave per year for all employees including part time and full time employees after twelve (12) months of employment; provided that any leave shall terminate upon the expiration of the employee's term of employment.
- b. Employees under twelve (12) months of tenure are eligible for twelve (12) weeks unpaid leave.
- c. Employees shall be guaranteed the return to their original position held at the time of taking parental leave, unless the employee's term of employment ends during the leave period. Upon return, employees will remain at the same rate of pay received prior to the leave, including any negotiated increases.
- d. Employees shall suffer no loss of seniority during parental leave. All insurance coverage shall be maintained for employees on parental leave.
- e. Nursing staff shall be provided reasonable break time for the purpose of expressing breast milk or nursing as long as the caregiver continues to express. The Employer shall provide a private, sanitary place for the caregiver to express or nurse.
- f. Vacation shall not accrue while on parental leave.
- g. Employees have no right to payout of parental leave upon separation.
- h. The employee shall provide the employer with at least four (4) months' notice of the expected need to take parental leave.

#### 8. Court Leave

- a. 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 or any non-mandated court appearance related to an incident that occurred "on the clock" at work for the employer. The employee must present relevant documentation, if any, to their supervisor or the Operations Director in advance to be excused. Employees on court leave shall receive their full pay if the absence overlaps with the employee's typical work hours with no maximum allotment, so long as documentation verifies the necessity.

9. Rapid Response Leave

- a. When New Era determines that rapid response procedures are warranted, the Executive Director may provide paid time off in excess of the benefits set forth in this Agreement.

**ARTICLE 14: HEALTH AND WELFARE**

1. After a thirty (30) day waiting period, New Era shall provide medical, vision and dental insurance for every union employee with average hours over fifteen (15) per week, their spouse or domestic partner and eligible dependents. New Era shall pay 85% of the premium to provide such coverage for employees and eligible dependents. In no event shall New Era be required to expend more than \$1,000.00 per eligible employee per month on insurance premiums.
2. One representative from the bargaining unit shall be included in discussions with the insurance broker, as they occur, concerning at least two renewal options and any changes to the plan(s) for the following year. The attending representative shall have the opportunity to provide input on behalf of the union.
3. New Era will provide permanent union employees \$300 wellness stipend upon ratification, upon hire into a permanent position prorated for time of hire and at the beginning of each subsequent year.
4. Annually and at the time of hire, the Employer shall provide each bargaining unit employee with a copy of the summary plan description for each plan offered, as available. The Employer shall also provide contact information for an advisor at the plan provider, if any.

**ARTICLE 15: EXPENSES AND EQUIPMENT**

1. Auto Reimbursement

- a. New Era reimburses mileage at the current allowable IRS rate per mile.
- b. Permanent staff mileage reimbursement eligibility is limited to non-routine program activity that does not easily allow for using the employee's provided RTD EcoPass. Staff will not be reimbursed for travel to and from the Denver or Boulder office.

- c. However, exceptions to 1.b. justified by transporting supplies or people who do not have Ecopasses, for NEC purposes, logistical or schedule challenges or limited transit service will be made at the Executive Director's discretion. New Era can require that staff carpool to minimize mileage except if there is a health or safety risk. Based on the stipulations above, all employees will use their best judgment when requesting mileage reimbursement.
- d. All employees shall be reimbursed for any mileage driven, when required by New Era, during their shift.

## 2. Travel Expenses and Reimbursements

- a. All meals during travel will be reimbursed by New Era, 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).
  - i. For scheduled trips over 100 miles, round trip, employees may request to rent a car for the trip. Such requests shall not be unreasonably denied.
- c. Prior to confirming and booking travel, all employees must receive Director of Operations approval of the travel budget, including estimated expenses for meals, ground transportation, and any other direct costs from New Era.
- d. Once travel is complete, employees must promptly submit reimbursement forms and itemized receipts to the Director of Operations. 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.
- f. All advances and work reimbursements must include an itemized receipt. If the employee fails to provide a receipt, the reimbursement may not be approved. In the case of an advance, failure to provide an itemized receipt will require reimbursement by the employee. Expenses may not include purchases not essential to the employee's job functions.

## 3. Non-Travel Reimbursements

- a. Staff are not required to use their personal resources for New Era and may contact a staff member with a New Era credit card to complete any required purchases
- b. Authorized expenses will be reimbursed by New Era in a timely manner and



conditional upon an itemized receipt

- c. All expenses need to be authorized, in advance, by Executive, Deputy, or Operations Directors
- d. All permanent staff members shall have access to an organization credit card for work purchases. Itemized receipt submission will be required for all charges.

4. RTD Ecopass

- a. New Era provides an RTD Ecopass for all permanent full-time employees. Per RTD rules and regulations, New Era is unable to provide Ecopasses to any other seasonal, on-call, temporary, volunteer, out-of-State, retired or terminated persons working for or on behalf of New Era. The Ecopass is supplied to offset transit costs for employees. It covers transit on RTD buses and light rail. If an employee misplaces or loses their Ecopass, they need to get a replacement card form from Operations, take it to an RTD station, and pay the fee for a replacement.

5. Parking

- a. Reasonable and necessary parking costs incurred during the course of work by the employee shall be reimbursed by the Employer. Parking costs incurred at either the Boulder or Denver office are not necessary.

6. Technology Usage Stipend

- a. To the extent equipment is not otherwise provided by New Era, Permanent Staff will receive \$50/month to offset the cost of personal technology usage such as cell phone and home internet.

**ARTICLE 16: RETIREMENT PLAN**

- 1. New Era Colorado has a SIMPLE IRA plan that all full-time bargaining unit employees are eligible to participate in after six (6) months of consecutive employment. New Era Colorado will match employee contributions up to three percent (3%) of their annual salary. Per the plan, all contributions and matches are immediately vested.

**ARTICLE 17: DISCIPLINARY & CORRECTIVE ACTION PROCEDURES**

- 1. New Era'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. Management has primary responsibility for disciplinary action of bargaining unit staff. The Employer shall communicate any deficiencies as soon as practicable.
3. Whenever an employee's performance or actions are judged to be below standard, the Employee and Employer and/or direct 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, may be 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 on a rolling basis.
7. The employer shall conduct a thorough and complete investigation prior to determining whether discipline is justified.

## **PROGRESSIVE DISCIPLINE**

### **1. Verbal Warning**

New Era may select to counsel an employee following an offense in an effort to eliminate any possible misunderstandings and to clarify performance criteria. If New Era selects this option, it shall help the employee develop a solution and/or improve performance to the appropriate level. The supervisor shall inform the employee that such discussion was a verbal warning.

### **2. Written Warning(s)**

New Era 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. New Era 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, New Era 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 two (2) written warnings in one twenty-four (24) month period or serious/egregious misconduct. Serious or egregious misconduct includes but is not limited to: campaign finance violations, 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 18: LAYOFFS**

1. In the event New Era determines that a reduction in staffing is necessary, New Era shall meet with the Guild 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 the Guild. Layoff shall be conducted in reverse employment seniority order within the affected department/program area(s) of New Era bargaining unit employees.
3. 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.
4. Upon layoff of a permanent employee, New Era will pay the employee the equivalent of four (4) weeks wages plus one (1) week per year of service as a form of severance in exchange for signing a separation agreement that shall state:
  - a. New Era will not disparage the employee and the employee will not disparage New Era for a period of one year.
  - b. Employees who choose to separate without signing a separation agreement will not be eligible for any severance payment.
5. Separation from employment due to expiration of an agreed-upon term of employment shall not constitute a layoff.

## ARTICLE 19: GRIEVANCE PROCEDURES

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.
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 issue 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. Grievance(s) (no more than two [2] Guild representatives) 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 member. Both parties may have counsel present.
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.
6. In the event the procedure in Sections 1 to 5 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.
7. 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.
8. 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.
9. If the parties cannot agree on a satisfactory arbitrator, then an impartial arbitrator shall be selected from a 7-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.

10. 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.
11. 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.
12. 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.
13. 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.
14. 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 during scheduled work hours shall be considered paid time.
15. 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 20: SAVINGS CLAUSE**

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 21: ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY**

New Era Colorado Foundation is proud of its work environment in which all employees are treated with respect and dignity. It is our policy that all employees have the right to work in an environment free from any type of illegal discrimination or harassment, including racial and sexual harassment. Any employee found to have engaged in any form of discrimination or harassment, whether verbal,

physical, or arising out of the work environment, and whether in the workplace, at work assignments off-site, at New Era Colorado Foundation-sponsored social functions, is unacceptable and will not be tolerated.

New Era Colorado Foundation's general harassment policy is designed to ensure that all individuals can work in an environment that promotes equal opportunities and prohibits discrimination and harassment on the basis of race, religion, gender, gender identity, gender expression, color, sex, sexual orientation, age, national origin, mental or physical disability, veteran or family status, or any other status or condition protected by applicable federal, state, or local laws.

For purposes of this policy, sexual harassment is defined as any unwelcome or unwanted sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment; or (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include, but are not limited to, unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess, or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insulting; obscene comments, gesture, and emails; statements about a person's conformity (or lack thereof) with traditional gender roles, appearance, or traits; and display in the workplace of sexually suggestive objects or pictures.

For purposes of this policy, racial harassment is defined as all inappropriate conduct and activity taken against an individual based on race and/or national origin. Racial harassment may include, but is not limited to, use of race-based insults or stereotypes; verbal abuse of a racial nature; display of racially charged images or objects; racially charged jokes; mistreatment or disparate treatment of another person because of their apparent race or national origin; unwanted physical contact; and the display of images or symbols which have racist connotations.

In addition, discrimination may occur on the basis of a combination of sex, gender identity, and race. This sort of discrimination may include, but is not necessarily limited to, any of the forms of discrimination described above.

In whatever form it occurs, discrimination is counter to New Era's values and the law. New Era has a **zero-tolerance** policy for discriminatory conduct by employees. New Era encourages any employee who learns of or is subject to any form of discriminatory behavior to report such behavior using the channels described herein.

Anti-Harassment Policies

New Era has developed specific policies to prevent and mitigate harassment and discrimination in its workplaces.

#### Specifics for field work: Prevention and Mitigation

Our field workers are on the front lines interacting with the general public. Field work situations include voter registration, voter turnout, door knocking, site-based canvassing, and providing rides to the polls. New Era has adopted the following protocols to provide clarity to our employees:

- Employees are not to be sent to situations where a known and likely risk exists
- Employees are not required to go to events alone if they do not feel comfortable doing so. This will not be considered a performance issue.
- Bring your essential items but no additional valuables with you when working in the field
- Share your location: let your team and supervisor know where you'll be set up/working
- Check-in regularly: answer questions from your supervisor as well as regularly check-in so everyone knows everyone else is safe.
- Employees are empowered to remove themselves from situations where they feel unsafe for any reason. Appropriate actions include:
  - Asking for assistance
  - Reporting the incident to New Era and/or other authorities
  - When canvassing, skipping a door or a block, or requesting to be re-assigned to a different piece of turf
  - When registering voters, removing yourself from the location in question, including returning to the office or finding a comfortable location to connect with your supervisor
  - When phone banking, hang up the call and mark the individual as "do not call."
  - Once you are in a safe place, call your supervisor and explain what happened
- Whether or not an incidence compels you to leave the situation, you should inform your supervisor of what happened as soon as you are able to.
- Turf selection: Supervisors will consider the best times and safest times to canvass. In the summer, the best times are usually 5pm-8pm on a weekday, ensuring that folks do stop knocking once dusk sets. Time of day is not always an indicator of safety, but should be considered with selecting turf to assign to canvassers.

#### Shared Spaces with Partners: Conferences, Convenings etc.

In conjunction with the Alliance for Youth Organizing, New Era has adopted a Code of Conduct for New Era employees and partners. New Era prohibits any conduct that may reasonably be interpreted as harassment, whether or not such conduct is severe or pervasive enough to be legally actionable.

This code of conduct applies to the shared spaces for the Alliance for Youth Action network, including meetings of the Executive Directors and the semi-annual conference for all staff members.

### Donor Relations: Meetings, Events, etc.

Studies have shown that donor relationships are one of the primary sources of harassment at nonprofit organizations. New Era strives to proactively minimize employees' risk of harassment. New Era has adopted the following policies:

- Employees are not required to attend one-on-one meetings in individuals' houses or other private locations if they do not wish to, though they have the option to do so if they choose. Relocating these meetings to a public space and/or refusing to attend an in-house 1:1 meeting will not be considered a performance issue.
- Employees are not expected to engage in any touching they may not be comfortable with
- Employees shall not be required to further interact with a third party which they have experienced harassment from. This will not be considered a performance issue.
- Employees are not required to attend one-on-one meetings with individuals who have a reported history of inappropriate behavior. Refusing to do so will not be considered a performance issue.
- Employees are empowered to take action against offending donors including:
  - Telling the donor to stop
  - Immediately removing themselves from the situation
  - Asking a friend or colleague for assistance
  - Reporting the incident to New Era and/or any additional authorities

Donors are expected to respect the wishes of employees regarding any of the above.

### Vendor Relations: Vendors, Consultants, etc.

Vendors are expected to abide by the New Era general policy on harassment and discrimination. This policy extends from one-time vendors, to vendors we may have ongoing relationships with, to consultants we work with closely. The following policies have been adopted to minimize risk of harassment and provide recourse.

- Employees are not required to attend one-on-one meetings in private locations if they do not wish to, though they have the option to do so if they choose. Relocating these meetings to a public space and/or refusing to attend a private location 1:1 meeting will not be considered a performance issue.
- Employees are not expected to engage in any touching they may not be comfortable with
- Employees are entitled to request an alternative vendor if they have experienced harassment from certain vendors or consultants. This will not be considered a performance issue.

### Reporting Harassment or Discrimination



Any person can report an incident or behavior that they believe constitutes harassment in violation of this policy to the Operations Director or, if the Operations Director is not available or is the subject of the complaint, the Executive Director, or any board member. If the Executive Director is the subject of the complaint, it should be made to any board member of New Era. A person does not have to have been the harmed party, target, or direct witness of the conduct in order to make a report. Reports may be made orally or in writing.

People are encouraged to report any incidents of harassing conduct, no matter how minor, to allow for early intervention and prevent the conduct from escalating.

Any employee, person in a supervisory role, or any board member, upon becoming aware of an incident of harassment, must immediately report this to the Operations Director or, if the Operations Director is not available or is the subject of the complaint, to the Executive Director or any board member.

Once aware of an alleged incident or other possible harassment, whether discovered due to a report or through rumors or other means, an investigation will be initiated into the conduct at issue. If for any reason the employee believes this has not occurred within a reasonable period of time, the employee may refer the complaint to the Executive Director or the New Era Colorado Foundation Board Chair. At least two members of New Era leadership will be included in an investigation: the Executive Director, Operations Director, and/or a representative of the Board's Personnel Committee. New Era may consult or involve legal counsel in any report or investigation at any stage deemed necessary. New Era may also engage a third party to assist with or conduct an investigation. When the Executive Director, Operations Director, or a member of the Personnel Committee is the subject of an investigation, that person will play no role in the investigation.

While New Era strongly encourages any employee who experiences or witnesses misconduct in violation of this policy to report it through internal processes so that New Era can address it in a timely manner, an employee may also choose to report any unlawful harassment to the appropriate federal, state, or local equal employment enforcement agency, such as the Equal Employment Opportunity Commission. Visit [www.eeoc.gov](http://www.eeoc.gov) for more information.

Retaliation against any individual who makes a good faith complaint, or who cooperates in the investigation of any complaint, is strictly prohibited and should be reported immediately.

Upon conclusion of the investigation, New Era shall take any and all action it deems appropriate and necessary to address a complaint of harassment or discrimination.

New Era values the use of restorative practices as an approach to non-punitive conflict management. New Era 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.

New Era will inform both the complainant and the accused of the outcome of the investigation and, if

deemed appropriate by New Era management, what measures were taken to correct the discrimination or harassment.

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 22: SUBSTANCE POLICY**

From time to time employees will attend work functions where alcohol is present or provided. If the employee is over twenty-one (21) years of age, it's acceptable to have a drink socially, but it is inappropriate and not allowed to become intoxicated. Utilizing illegal substances or recreational drugs while working or coming to work impaired is not allowed. Additionally, staff may not operate motor vehicles for New Era business while under the influence of drugs or alcohol. While doing voter registration, circulators will not be under the influence of drugs or alcohol.

## **ARTICLE 23: CONFIDENTIALITY POLICY**

1. New Era requires employees to treat as confidential all information and documents concerning its operations, policies, strategic objectives, organization, and financial information, and information and documents concerning or relating to its stakeholders, that may be disclosed to employees in the course of their work for New Era. Employees must not disclose or use such information directly or indirectly other than for organization purposes, either during or after their employment with New Era. Violation of this guideline is extremely serious misconduct that may result in discipline up to and including discharge.
2. New Era's confidential information may include such matters as New Era Colorado's personnel information, procedures, fundraising information, donor information, financial information records, plans, confidential reports, lists and contracts, as well as any other information specific to New Era Colorado.
3. As a condition of employment, employees are required to execute New Era's Confidentiality, Nondisclosure, and Proprietary Rights Agreement, included in this contract as attachment A, which addresses these matters in more detail.
4. Certain positions may at times be privy to information of New Era management that is confidential in nature, the parties agree that they will keep all such information and documents in their possession in confidence.

## **ARTICLE 24: EMAIL, SOCIAL MEDIA AND ONLINE CONTENT POLICY**

### Systems & Devices

New Era may provide its employees with computer, printers, cloud-drive access, and electronic mail, as well as Internet access and access to other electronic systems for their use in conducting New

Era's business. These systems and all information created, conveyed or stored in or through them is the property of New Era. All company electronic systems and all data stored thereon are the property of the organization, and are provided for business purposes. Personal use of these systems is not appropriate. In no event may work time and/or any organization electronic system be used for unauthorized broadcast messages or solicitations (e.g., unauthorized or personal social media posts, union activity or non-work messages). Likewise, unauthorized or improper use of New Era's computer system is prohibited, as is the installation on company computers of any unauthorized or outside software. Unless acting at the specific direction of company management, New Era personnel must not obtain or attempt to obtain access to any files or communications of other personnel without a substantial business purpose. "Snooping" and other unauthorized or improper access to or use of these systems may result in discipline up to and including termination.

Communications transmitted through New Era's electronic systems should always be appropriate. New Era's E-mail system is designed to facilitate quick and easy communication. Accordingly, security is given a lower priority. Therefore, sensitive or confidential information must not be communicated by E-mail. In addition, certain electronic messages may be electronically stored. Thus, even when deleted by the recipient, some electronic messages can be retrieved.

New Era reserves the right, at any time, for any reason, and without notice to or consent of users, to obtain access to all information conveyed or stored anywhere on any of the organization's electronic systems, including electronic mail messages, even if the information has been password protected or encrypted, and to use the information so obtained for any legal purpose, including disclosure to third parties, subject only to applicable law, but otherwise in New Era's sole discretion. New Era may exercise that right in the course of an investigation triggered by indications of impropriety or as necessary to locate substantive information that is not more readily available by some other less intrusive means. New Era may disclose the contents of any electronic communication sent to or received by any New Era personnel and may use information regarding the number, sender, recipient and address of messages sent over the electronic mail system for any lawful purpose.

Because of the nature and intended use of the organization's electronic communications systems, employees should treat all such systems like a shared filing systems -- with the expectation that communications sent on New Era's business or with the use of New Era facilities will be available for review by any authorized representative of New Era at any time and for any purpose.

The Internet provides users with virtually limitless access to information. Although many web sites may be useful in connection with New Era's business, many are not, including in particular sites that deal with or promote sexual conduct, violence, and extreme ideological positions such as racism. No New Era employee may access such sites -- or any other site that is not related to the employee's duties on behalf of New Era -- during work hours or from or through any New Era computer, phone line or other electronic device or connection.

Misuse of the organization's electronic communications systems is serious misconduct, and may result in discipline up to and including termination. To be clear, misuse of New Era electronic resources includes, but is not limited to the following:

1. Use of New Era Colorado Foundation computers or internet to send or receive messages, pictures, or computer files which are illegal, pornographic, sexist, racist, harassing, or discriminatory. If you receive such material, you should notify your supervisor immediately.
2. Use of your New Era Colorado Foundation email account for activities or correspondence that is partisan in nature.
3. Loading software that is not approved in advance by management.
4. Making or using illegal copies of licensed software.
5. Using software that would provide unauthorized access to the New Era Colorado Foundation's computers or would disrupt our equipment in any way.
6. Using New Era Colorado Foundation computers, printers, networks, drives, or email for personal and/or non-New Era Colorado Foundation-related use, unless authorized by your immediate supervisor.
7. Giving something of value to a candidate campaign, including New Era Colorado supplies, internet, booth space, or anything that may advance a candidate campaign.
8. Use of New Era electronic resources to engage in union activity during work time.

If a computer or device has been provided, employees with New Era-owned devices must acknowledge and abide by the [New Era Computer Guidelines](#). These guidelines are intended as a supplement to the information and policies contained in this agreement and not as a substitute for this policy.

All employees using personal devices must acknowledge and abide by the New Era Bring-Your-Own-Device Policy. The New Era [Bring-Your-Own-Device Policy](#) is intended as a supplement to the information and policies contained in this agreement and not as a substitute for this policy.

### Public Communication & Media

New Era Colorado Foundation is an organization that is in the public eye and is often under the scrutiny of organizations or individuals who do not agree with our programs or activities. We have developed the following policies to ensure that we present our organization to the public in the best possible manner. Whether or not you are acting in the capacity of an employee at any given time, you should always consider how your actions and words will reflect upon the organization.

Dealing with media requests and public communication: You should immediately refer any media inquiries to your supervisor, the Communications Director, or the Executive Director. Do not make any comments or send out press releases without your supervisor's approval. It is important that we maintain a uniform message when interacting with the press, so all interactions with the press must come through appropriate channels.

Personal Activity, Social Media and Online Content Policy: In accepting employment with New Era, each employee agrees to behave appropriately and professionally; to respect other staff members, as well as partners; and to behave in a way that generally reflects well upon the organization. New Era respects the right to guard the free speech of members of its own governing boards, staff and other volunteer leaders. We welcome the expression of a diversity of views within the organization.

However, when it is reasonably foreseeable that the public expression of individual views may be perceived as statements of organizational policies, and when the views expressed diverge from those of New Era or deal with controversial issues not covered by our policy (generally including partisan views or advocacy work) care should be exercised to distinguish that individual's view from those of New Era. Special care (such as an express disclaimer) is appropriate in instances where the expression of personal views might appear to commit New Era to an individual's positions. This includes refraining from posting partisan content to social media during New Era work hours. New Era expects the exercise of good judgment in recognizing such circumstances and in making distinctions between personal views and those of New Era.

Failure to comply with this policy constitutes serious misconduct which may result in discipline up to and including termination.

#### **ARTICLE 25: 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 bargaining unit employee who commits violence within the workplace, will be subject to termination from their position.

#### **ARTICLE 26: MANAGEMENT RIGHTS**

Subject to applicable law, all rights possessed by the Employer prior to the recognition of the Union, which rights are not governed by the terms of this Agreement, are reserved and retained by the Employer.

#### **ARTICLE 27: DURATION OF AGREEMENT**

This Agreement is hereby made effective September 29, 2022 and expires February 28, 2025. 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.

For New Era Colorado

Nicole Hensel, Executive Director  
[Printed Name, Title]

Date: September 29, 2022

For Denver Newspaper Guild

Anthony M. Mulligan, Administrative Officer  
[Printed Name, Title]

Date: September 29, 2022