

Collective Bargaining Agreement

Colorado State Democratic Party
and
The Denver Newspaper Guild – CWA Local 37074

March 20, 2023 – March 31, 2025

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COLLECTIVE BARGAINING AGREEMENT
between
Colorado State Democratic Party
and
Denver Newspaper Guild – CWA Local 37074

Agreement

THIS AGREEMENT is made and entered into effective [RATIFICATION DATE] by and between the Colorado Democratic Party (hereinafter referred to as the “Employer”) and the Denver Newspaper Guild – CWA Local 37074 of The NewsGuild, Communications Workers of America, AFL-CIO-CLC. (hereinafter referred to as the “Union” or “Guild”).

Article I – Recognition

1.1 In accordance with the voluntary recognition agreement between the Employer and the Union, the Colorado State Democratic Party recognizes the Denver Newspaper Guild – CWA Local 37074 as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and all other conditions of employment for all employees in the following job titles and any title created in the future that is not excluded as provided in Section 1.2 below:

Office Manager
Organizing Director
VAN and Technology Director
Director of Compliance

1.2 Excluded from the bargaining unit: All supervisors, managers, confidential employees and guards, as defined in the National Labor Relations Act, as amended, and temporary/seasonal employees.

1.3 Jurisdiction: The Union’s jurisdiction is recognized as covering employees of the Employer as provided in Section 1.1 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 II – Union Security

2.1 Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or

tender to the Union amounts which are the equivalent of periodic Union dues.

2.2 Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

2.3 The foregoing shall be subject to any prohibitions or restrictions contained in applicable state laws.

Article III – Payroll Deduction of Dues

3.1 The Employer agrees to make collections of Union dues (1.523% of net) bi-monthly through payroll deductions from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Employer. This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union, or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Employer also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis by the 15th day of the subsequent month and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

3.2 The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

Article IV – Management Rights

Subject to the terms of this Agreement, the Employer is vested with the management of the organization, the operation of departments covered by the collective bargaining agreement and the authority to execute all the various duties, functions and responsibilities incident thereto. The Employer reserves and retains solely and exclusively all of its normal, inherent and common-law rights to manage the organization.

Article V – No Strikes or Lockouts

5.1 The Union and employees agree they will not authorize, ratify, or condone any work stoppage, including strikes, sympathy strikes, wildcat strikes or sit-downs during the term of this Agreement. The Employer agrees not to lock out the Union and employees during the term of this Agreement.

Article VI – Discipline and Discharge

6.1 Except as provided in Section 6.3 below, no employee shall be subject to discipline or discharge except for just cause. Except in circumstances where a severe conduct infraction justifies immediate discharge or unpaid suspension, all discipline shall be progressive including oral warning, written warning, suspension, and discharge. All performance disciplines shall be progressive.

6.2 Employees shall have the right, but must request, that a union representative be present at any discussion with the Employer which the employee reasonably believes may result in their discipline, any disciplinary meeting or any meeting that the employee believes may affect their relationship with the employer. An employee shall be given reasonable advance notice when such discussion is scheduled, and the employee shall be informed of the nature of the complaint against them. If a request for a union representative is made, the discussion shall not proceed until the union representative is given a reasonable opportunity to be present. When confidential or sensitive information is involved, the Employer may implement any reasonable measure to ensure compliance with all obligations to confidentiality, including indemnification from any action subsequent to exposure to sensitive or confidential information.

6.3 New employees shall be on probation for a period of ninety (90) days and within this period may be terminated at the Employer's discretion and without recourse through the grievance procedure. The probationary period gives the Employer 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; to observe and evaluate the employee's work habits and conduct and make reasonable efforts to assist employees in improving where there are weaknesses in skills or performance identified.

6.4 Personal Improvement Plans (PIPs) shall be used as a resource in order to assist employees to achieve expectations prior to or in conjunction with progressive disciplinary steps listed in Section 6.1 above. The implementation of the PIP is the written warning.

6.5 In certain circumstances involving unambiguous and evidentiary direct harm to the Employer via malicious action, the progressive disciplinary track shall be null and void such that immediate termination may be imposed on an employee. Such circumstances shall be understood to be materially assisting Republican candidates against Democratic candidates, theft from the Employer, assault against any Colorado Democratic Party staff or volunteer, or similarly egregious behavior, subject to the grievance and arbitration process.

Article VII – Grievance/Arbitration Procedure

7.1 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, discipline, wages and/or other terms and conditions of employment.

7.2 Before filing a formal grievance concerning a non-disciplinary issue, and within thirty (30)

calendar days after the employee or the Guild knew, or by reasonable diligence should have known, the facts giving rise to the dispute, the Guild shall bring the matter to the Employer's attention and agrees to attempt to resolve any issue or dispute through discussions with the Employer's designated representative.

7.3 Within fourteen (14) calendar days after the first meeting conducted under Section 7.2, the Guild may 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.

(a) A grievance of discipline or discharge shall be filed within fourteen (14) days of receipt of the notice of discipline or discharge.

7.4 A grievance meeting shall be held as promptly as possible after the Employer receives the written grievance but, in any case, within fourteen (14) calendar days thereafter. A grievance committee of not more than two (2) bargaining unit employees designated by the Guild shall meet with two representatives of the Employer and shall discuss the grievance. The Guild may substitute A TNG-CWA local or national representatives for up to one (1) grievance committee members. In addition to the two representatives, the Guild may have one (1) grievant attend. The parties may mutually agree to attendance by more than one grievant.

7.5 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 Employer's designated representative shall respond to the grievance in writing within five (5) calendar days of the meeting, or either party may refer the dispute to the resolution step.

7.6 If the resolution step is not requested, the Guild has fourteen (14) calendar days from the Guild's receipt of the Employer's written response to the grievance committee meeting, or the date such response was due, to submit the dispute to Arbitration.

If the resolution step is requested, a meeting shall take place no later than fourteen (14) calendar days from the Guild's receipt of the Employer's written response to the grievance committee meeting or the date such response was due. For the resolution step, each party shall appoint two (2) representatives to participate in the resolution discussions. The purpose of the resolution step is to seek agreement on a compromise. Upon mutual agreement of the parties to assist in the resolution step, a request for mediation may be made to the Federal Mediation and Conciliation Service (FMCS).

7.7 In the event the procedure in Sections 7.1 to 7.6 above does not result in a resolution of the grievance, the Guild may submit the matter to arbitration. To be timely, a demand for arbitration must be served within fourteen (14) calendar days after the last step taken as provided above is completed.

7.8 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.

7.9 In the event that the dispute is not submitted to arbitration or is not timely submitted to arbitration, the matter shall be deemed closed.

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

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 Time spent in grievance and arbitration during scheduled work time will be paid by the Employer.

Article VIII – Labor Management Committee

8.1 The purpose of the Labor Management Committee (LMC) is to promote communications and problem solving, to avoid misunderstandings and to resolve issues as quickly as they arise. The LMC cannot change the language of the collective bargaining agreement. The LMC is empowered to deal with subjects outside of the labor agreement as well as with the application of the agreement. Any topic proposed to be addressed through the LMC may be rejected by the other party. Details of LMC discussions shall be confidential and off the record, except discussions may be reported to bargaining unit members and to management but shall not be disclosed to outside sources.

8.2 The LMC shall consist of two (2) representatives from each Party except by mutual agreement from each Party. Representatives shall be designated at the time of each meeting and may differ each time a meeting is called. The LMC shall meet as needed. Both Parties agree to make themselves available in a reasonable manner. The “chair” of the LMC shall rotate between each party yearly and will be responsible for scheduling, applicable minutes, and the agenda for the meetings.

Article IX – Union Representation

9.1 The Local shall keep the Employer informed of the names of individuals employed by the Employer who are designated as Union Stewards.

9.2 Union Stewards shall be granted the time needed with pay when attending grievance meetings with management during working hours. It is understood that other Steward activities will be conducted outside of working hours unless circumstances do not permit, in which case the Steward will make every effort to minimize the invasion of work time.

9.3 If the needs of the business allow, in the sole determination of the Employer, and the Union has given at least one (1) week of notice, bargaining unit employees shall be excused without pay to attend to the business of the Union.

9.4 The Employer will allow three bargaining unit members time off with pay to attend negotiations for a successor Agreement.

9.5 The Employer shall allow all unit employees one (1) hour off per quarter with pay to attend to union business.

Article X – Separability

10.1 Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof.

10.2 In the event that any portion of this Agreement is held illegal as above mentioned, the parties agree to meet promptly in order to agree upon a proper and legal substitute.

Article XI – Hours and Scope of Work

11.1 The normal work week for salaried, overtime exempt employees is forty (40) hours per week, inclusive of a daily half-hour paid lunch break. Employees will normally be scheduled for an eight-hour day Monday through Friday, with the understanding that all salaried employees

may be required to work longer hours and/or alternate hours and days including on holidays and weekends. Employees may work a flexible schedule, as long as the employee is able to perform their job duties to the standards established by the Employer. Employees shall be responsible to keep their calendar updated and their managers apprised of their schedule. The employee's responsibility to keep their calendar updated and manager apprised shall not apply in cases of emergencies, illnesses, or other similar situations. Managers shall respect existing schedules and shall not arbitrarily and unilaterally modify an employee's schedule without reasonable justification. If an employee works during a holiday, weekend, or approved paid time off, they will be given reasonable compensating time off.

11.2 As salaried employees the workload does change from time to time, but where an employee is working significantly more than 40 hours a week or significant time the employee's supervisor should be made aware in writing so appropriate action can be taken, such as the reduction of workload and/or providing additional paid time off.

11.3 In the case that an employee or employees go out on leave, remaining employees will have to assume the workload of the employees on leave. When possible, the employer shall provide additional leave or a bonus for additional responsibilities imposed on the remaining employees.

11.4 Non-exempt employees shall receive overtime pay in accordance with applicable federal and state laws. For the purpose of this provision the workweek shall be Monday through Sunday.

11.5 Assignment of duties to employees other than those which are regularly assigned to do such work shall be equitable, and within the employee's job description or capabilities such that the duties can be performed without undue burden.

11.6 Time spent in transit by employees traveling to and from out-of-town assignments, using reasonably expeditious means of transportation, including drive/ride time to and from airports/hotels, all time in airports and all flight time shall be considered working time.

11.7. The employees understand the cyclical nature of the work, and expect that average working weekly hours will exceed 40 during January through April, and September through mid November. With a goal of providing work-life balance the employees similarly expect effort to compensate for this with a weekly hours between 35-40 hours during the cyclically slower months of May-August, and late November-December.

Article XII – Vacation

12.1 Employees shall accrue vacation from their date of hire. Accrued vacation hours will be vested after successful completion of the 90 day probationary period. Vacation may be used during the anniversary year before it is accrued. Except in the case of layoff, if an employee separates from employment prior to accruing the amount of vacation already taken, the difference may be deducted from the employee's final pay.

12.2 During the first year of employment, employees shall accrue at the rate of 0.1923 days per week, up to 10 working days per year.

In the second through third year of employment, employees shall accrue at the rate of 0.2308 days per week, up to 12 working days per year.

During the fourth year of employment and thereafter, employees shall accrue at the rate of 0.2885 days per week, up to 15 working days per year.

12.3 Employees may have no more than one year's accrual of unused vacation at any given time. Upon reaching their limit of accrued vacation according to their years of service, accrual will stop until the employee uses vacation time dropping below their limit, at which time accrual will recommence. Comp time does not count towards this limit.

When possible, employees must schedule vacation at least four (4) weeks prior to the date the vacation is to begin, for vacations lasting longer than two (2) business days.

12.4 Upon separation, employees shall be paid for all accrued, unused vacation, and for an unused floating holiday.

12.5 Winter Break - All staff will be given Winter Break in addition to their vacation time. Winter Break covers all workdays between December 26th through December 30th. Winter Break is not paid out or rolled over between years, but employees may be eligible for comp time for work during it.

Article XIII – Sick Leave

13.1 Sick leave is designed to protect employees against loss of income during periods of legitimate illness, injury, or disability. Sick leave may be used to cover absences caused by the illness of or injury to the employee, employee's immediate family, or domestic partner. Mental health days are an appropriate use of sick leave.

13.2 After four consecutive days, or if the employer has identified a questionable pattern of abuse of sick time, employees may be required to provide a doctor's note to continue taking sick leave. If an employee is eligible for short term disability, worker's compensation, or any other wage replacement, they are required to apply for it and the Employer will supplement the employee's full regular pay for a period of up to 2 months. Sick leave does not count toward accrual to be paid out when employees leave, and every employee will be guaranteed 10 days of sick leave per year.

13.3 The employer agrees to be bound by Federal FMLA leave requirements even if the employer is not legally bound to the law based on the number of current employees.

13.4 In extenuating circumstances with managerial agreement, if an employee becomes ill on vacation time the employee may swap vacation time for sick leave.

13.5 The employer respects the need for recovery and will not expect any remote work to be performed on a sick day.

Article XIV – Paid Leave

14.1 Parental Leave:

- (a) Regular full-time and part-time employees who work at least twenty (20) hours a week are eligible to take parental leave for the birth or adoption of a child.
- (b) The leave is available to both parents, regardless of gender, for up to one (1) year from the time of the birth, or the earlier of the date of adoption or adoption leave commencement.
- (c) Employees are eligible for a maximum of twelve (12) weeks of paid parental leave. This period does not include the employee's sick time.
- (d) Parental leave may be used on an intermittent basis for up to one (1) year from the time of the birth, or the earlier of the date of adoption or adoption leave commencement.
- (e) Employees are expected to notify their manager and HR of their parental leave plans as soon as reasonably possible but not less than four (4) weeks in advance of their anticipated date of leave.
- (f) Employees taking parental leave within one (1) year of beginning employment are expected to continue working for at least one (1) year. If such employee leaves within one (1) year of employment, they agree to pay the lesser of 6 weeks' worth of salary or the balance of weeks of salary remaining until a full year of employment is completed back to the Employer.

14.2 Leave for Jury Duty:

- (a) Employees who are summoned for jury duty shall be paid their normal rate of pay while serving. Employees should notify their manager immediately upon receiving a summons for jury duty and provide a copy of the summons to their manager.
- (b) In the event that an employee is excused from jury duty during their regularly scheduled work hours, they must contact their manager for direction on whether or not they must report to work.

14.3 Bereavement Leave:

- (a) Regular full-time and part-time employees shall be eligible for at least three (3) days for the loss of an extended family member or close friend, and at least ten (10) days for the loss of an immediate family member. Longer periods are subject to approval of the

employer.

(b) Employees are required to notify their manager as soon as possible of their intention to utilize bereavement leave.

Article XV – Holidays

15.1 Employees shall be eligible for paid holidays immediately upon hire.

15.2 The Employer shall publish a list of observed holidays on or before December 15th for the following calendar year. The following holidays will be guaranteed to all employees:

New Year's Day
Birthday of Martin Luther King, Jr.
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

In no event shall bargaining unit employees receive fewer paid Employer holidays than non-bargaining unit employees.

15.3 The Employer shall also provide one additional floating holiday to be used during the employee's birth month.

15.4 In the event that an employee is required to work a recognized holiday, the employee shall be given a compensating day off.

Article XVI – Expenses for Travel

16.1 Expenses for Travel: The Employer shall reimburse employees for reasonable travel expenses including airfare, train fare, hotel stays, meals, car rental, transportation while out-of-town and/or use of a personal vehicle (at the rate determined by the IRS) for business purposes. Billable travel must be pre-approved by a manager.

Article XVII – Hiring, Seniority and Severance Benefits

17.1 Hiring: If a position is to be posted externally, The Employer agrees to post all job

requisitions on listservs, hiring sites and job boards representing historically marginalized communities. Bargaining unit representatives of the LMC shall be afforded the opportunity to interview prospective hires who pass the initial or screening interview, and provide a hiring recommendation to management. Upon hiring, the union steward will also get a guaranteed hour with all new hires to discuss history, culture, and rights of all employees in the unit.

17.2 Minimum Staffing: The employer agrees to maintain a minimum reasonable level of staffing to ensure safe and efficient operation. The minimum staffing level shall be determined through a collaborative process between the bargaining unit and the employer. The employer shall use due diligence to ensure that staffing levels never fall below the agreed minimum level. In the event of a temporary reduction in staffing levels due to unforeseen circumstances, the employer shall take immediate action to restore staffing to the minimum level as soon as reasonably and economically practicable.

17.3 Layoffs:

(a) If the Employer has a need to reduce its workforce through layoffs for substantiated economic reasons or the dissolution of the Employer, it shall provide the Union with twenty-eight (28) business days advance notice of their intention to layoff bargaining unit employees. The notice shall include the number of employees the Employer has scheduled for layoff for each job classification. During the twenty-eight (28) day period the Employer and the Union shall meet to discuss the reason(s) for the layoff and alternatives that may alleviate the need for such layoff. During the twenty-eight (28) day period the employer shall accept volunteers to be laid off from employees in the job classifications contemplated for the reduction in force. Such volunteers shall receive severance and COBRA reimbursement as provided in Section 19.3(c) below.

(b) If at the conclusion of the twenty-eight (28) day notice period the Employer wishes to proceed to a layoff, then it shall proceed by laying off employees in the following manner.

The Employer will consider seniority, skills and abilities, and documented, ongoing performance issues in choosing which employees to retain. If a more senior employee within a job classification is less qualified to perform the remaining work, the employer may retain a more junior employee that possesses better skills and abilities, provided a reasonable justification is given in writing to the unit's Labor Management Committee before such a decision is made.

If the skills and abilities are determined to be equally adequate between employees to perform remaining work, and such employees do not have ongoing performance issues, the Employer shall proceed by laying off the least senior employee in each affected job classification, as defined in Article XVIII of this agreement.

Should management and the LMC disagree as to whether a more senior employee does or does not possess equally adequate skills and abilities to perform the remaining work as

compared to a more junior employee, or has displayed ongoing performance issues, the employer may proceed with such a layoff. The Union may grieve the decision under the provisions of Article VII, Grievance Procedure.

Should an employee on the LMC be affected by this process, the unit chair or their designee shall be substituted as a party to this matter.

(c) **Severance:** Employees who are laid off (including probationary employees that are laid off due to a reduction in force) shall receive the following severance.

Length of Service	Severance Pay Continuation of Benefits
Less than one (1) year of service	Two (2) weeks of salary. Employer will additionally reimburse employee the equivalent of the full cost of the state continuation coverage premium for one (1) month (upon receipt of documentation of premium payment).

One (1) year or more of service	Four (4) weeks of salary. Employer will additionally reimburse employee the equivalent of the full cost of the state continuation coverage premium for one (1) month (upon receipt of documentation of premium payment).
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(d) **Recall:** Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff conditional that the employee has not, except in connection with a legal proceeding or order (including a proceeding relating to this Agreement) or as otherwise protected or required by law, criticize, ridicule, or make any statement that disparages or is derogatory of the Employer, its officers, managers or directors, either publicly, to, partners in the movement, or others who could reasonably be considered to have potential impact on the organization's reputation and relationships. The Employer may not contract out work or hire a new employee to perform the work that a laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of the laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within two (2) business days and reports within an additional two (2) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit

their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report. A recalled employee that is laid off again within the first twelve (12) months following a recall shall not be eligible to receive the severance and COBRA benefits set forth herein in connection with the second layoff.

Article XVIII – Wages

18.1 Minimum Salaries and Wages:

- (a) \$50,000 for a full time salaried employee or as required by state or federal law
- (b) \$20/hr for hourly employees

18.2 Compensation:

- (a) Compensation amounts set forth in this Agreement are minimum amounts for qualified candidates for the respective positions, and nothing herein shall prohibit the Employer from paying employees amounts above such minimums in its discretion.
- (b) In the event that the Employer creates a new title doing substantially the same work as the job classifications set forth in Article I – Recognition, the Employer may temporarily set the minimum salary for such title. The Employer shall notify the Union via email of the new job title and description with its corresponding minimum salary. If the Union disagrees and wishes to negotiate over the temporary minimum salary set by the Employer it shall send an email request to bargain within seven (7) days of receiving the Employer's notice. If no request is made the temporary minimum salary shall become permanent. If a request is made the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, the Union may submit the dispute to arbitration. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.
- (c) Data from wage surveys in relevant fields should be considered when setting the salary for any new job, substantially changed job, or any classification brought within the jurisdiction of this Agreement at least once during the term of this Agreement.
- (d) No employee shall have their salary reduced as the result of implementing the wage minimums, or data from wage surveys.
- (e) Minimum salaries and the benefits in this document shall not be construed as limiting the Union's ability to bargain for higher salary and benefits on behalf of an individual employee or employees at the time such individuals responsibilities have changed or expanded and or during the annual evaluation period.

18.4 Annual Raises:

(a) Employees who have had at least six (6) months of service shall receive a performance review between the months of January and February of each calendar year and any pay increase will be effective on the first day of December or January following the performance review. If performance reviews are delayed beyond February of a calendar year, the employer will compensate the employee retroactively to March 1. Reviews shall not be delayed beyond March of a calendar year.

(d) The Employer may provide year-end bonuses to bargaining unit employees, based on the Employer's economic health.

18.5 Part-Time Employees:

(a) Part-Time Employee salaries and increases shall be prorated based on the number of hours per week the Part-Time Employee works, with a forty (40) hour per week base.

Article XIX – Promotions and Job Descriptions

19.1 Job Descriptions:

(a) Within 120 days following ratification of this Agreement, the Employer shall have a job description for each job classification covered by this Agreement. Each job description will include the responsibilities associated with each job classification.

(b) The Employer shall post the job descriptions internally so employees have access to review them.

(c) The Employer shall notify the bargaining unit employees when it makes any material change(s) to a job description for a job classification covered under this Agreement. If the Union believes the change(s) to the job description creates additional responsibilities for employees in that job classification that warrants higher pay and wishes to negotiate a new minimum salary as a result of the change it shall send a written request to bargain within seven (7) days of receiving the Employer's notice. If a request is made then the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, then the bargaining may submit the dispute to arbitration. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.

(d) If the Employer creates a new classification, the parties will attempt to reach an agreement within ten (10) business days on a tentative pay rate and job description for such a classification. If agreement cannot be reached, the Employer's proposed pay rate and job description will be put into effect. However, within six (6) months after such a new classification becomes operational, wages will be negotiated with the Union according to the article on Wages in Section 19.2.

19.2 Promotions:

- (a) During an employee's annual review the Employer will discuss with the employee a structured pathway including tiered position structures with timelines, benchmarks, and role expectations in order to be considered for promotion including feedback on how the employee's performance is or isn't meeting the expectations for promotion.
- (b) When the Employer has the need to fill a bargaining unit position, it shall include the minimum salary for the position on any job postings.
- (c) The Employer affirms the basic principle that it will continue to provide all employees with advancement opportunities that are consistent with individual performance and skill development, as well as the business needs and constraints of the agency. In accordance with this principle, if the Employer has a need to fill an open bargaining unit position, it shall announce via an email to bargaining unit employees, and post the open position internally, to allow for internal applicants to seek the position for one week. The post shall include the email contact information for the person to contact if an employee has interest in filling the position. The Employer shall give consideration to existing employees that might be capable of performing the job.
- (d) The Employer agrees that employees should regularly be performing work within their job classification. In the event an employee can demonstrate they have been regularly assigned duties of a higher job classification they can request a review to seek a promotion. The review shall take place within thirty (30) days of an employee's request for review. If the employee receives a promotion as a result of a review, the employee will be paid retroactively to the date it was determined the employee began fulfilling the duties of a higher job classification.
- (e) If the employee and employer cannot agree that the employee has been performing work beyond their current job classification, the LMC and employer will meet with the employee to review duties assigned and work performed. If the LMC and employer cannot agree on the employee's job classification for work performed, classification becomes operational, and wages will be negotiated with the Union according to the article on Wages in Section 19.2.

Article XX – Benefits

20.1 Terms of Participation: Employees covered by this Agreement shall be subject to standard Employer benefit plans in accordance with the terms and eligibility standards of such plans, work rules and policies applicable to other personnel, as such benefit plans, work rules and policies may be amended from time to time, with the understanding that in cases where such work rules and policies conflict with provisions contained in this agreement, this Agreement shall prevail. If the Employer intends to make a material change to its benefit plans, work rules

and/or policies it shall give the Union advance notice of such change and the opportunity to negotiate. Employees covered by this Agreement shall be eligible to participate in Employer-provided benefits currently offered by the Employer on the same basis as other (non-Unit)

employees. If after the ratification of this Agreement the Employer establishes a new benefit generally applicable to all other employees, the Employer will make such benefit available to the bargaining unit.

During the term of this Agreement the Employer agrees that they will continue to offer bargaining unit employees Medical Coverage, Dental Coverage, and Vision Coverage at a cost of \$5.46 to the employee. All insurance coverage will continue for employees that are on leave, whether paid or unpaid.

The Employer currently offers the following benefits:

- Medical Insurance
- Dental Insurance
- Vision Insurance, at a cost of \$5.46 to the employee
- Colorado Secure Savings Plan
- Coworking and technology
 - Phone stipend
- Professional Development

Should the Employer need to switch providers for any of the above insurance categories, they must negotiate with the Union to update this Agreement with plan options similar to or better than existing level of coverage, if available and affordable, before switching. The employer shall provide all relevant cost information to the LMC, such information shall remain confidential by LMC members. The LMC shall be included in discussions with the insurance broker prior to the finalization of provider options and the Employer is required to notify all employees of intent to switch providers at least 30 days prior to the beginning of open enrollment period, and the parties shall negotiate over such changes.

20.2 Medical (including Prescription Drugs) Premiums, Dental and Vision:

(a) Currently, the Employer offers the following plan option:

- UHC PPO Choice Direct CMJ9
- UHC Dental PPO-B8619
- UHC Vision PPO

20.5 Employee Retirement Planning: The Employer will provide and facilitate the opportunity to participate in the Colorado Secure Savings Plan.

20.6 Other Benefits:

Management reserves the right to suspend these benefits prior to a reduction in force, in order to protect staffing, and will provide notice to the union prior to the suspension of these benefits. The Union retains the right to meet and discuss alternatives to layoffs and/or the suspension of the following benefits.

(a) The Employer shall furnish all necessary equipment/software for employees to effectively do their jobs.

(c) Employees will be provided \$75 per month as a cell phone stipend.

Article XXI – Diversity, Equity and Inclusion

20.1 Shared Values: The Employer is committed to equal employment opportunity, to honoring the personal dignity of each individual with whom we interact, to cultivating and maintaining an inclusive environment, and to ensuring that our workplaces are free from discrimination, either direct or indirect, on the grounds of age, citizenship status, color, creed, disability (physical or mental), ethnic or racial origin, familial status, gender, gender identity, genetic information, marital or civil partnership status, medical history, national origin, nationality, pregnancy and maternity, race, religion or belief, sex, sexual orientation, transgender status, veteran status, or any other legally-protected basis (collectively “protected status”) pursuant to U.S. federal, state, and local laws. These protections apply to employees and applicants, and cover both actual and perceived identities.

Harassment and discrimination are not only illegal; they are also contrary to the organization’s mission and values. Those in management have a heightened obligation to ensure that harassment and discrimination do not infect hiring, promotion, transfer, discipline, compensation, development/training, termination, or any other terms, conditions, or privileges of employment. All employees must abide by and uphold the Employer’s policies on harassment and discrimination. To this end, the Employer agrees to hold annual training for all employees addressing harassment and promoting diversity, equity, and inclusion. Additionally, DEI materials will be provided to new employees as part of the onboarding process.

20.2 Definitions:

(a) **Designee:** The designee is a person appointed by the Chair to investigate a discrimination or harassment complaint and report their findings to the appropriate authority. If the complaint, in whole or in part, is against the Chair, then the board chair shall appoint the designee. The Chair or designee must be qualified to conduct an appropriate investigation.

(b) **Discrimination:** It is discrimination for an employer to base any decision regarding the terms or conditions of employment on an employee’s race, religion, color, sex (including pregnancy), age, national origin, sexual orientation, disability, gender identity

or expression, ancestry, marital status, or any other characteristic protected by law.

(c) **Employee:** For the purpose of this Policy, “employee” is defined as any individual employed and paid by the Employer.

(d) **Harassment:** Harassment consists of unwelcome verbal, visual or physical conduct that is based on any characteristic referenced in Section 24.1 an individual’s race, religion, color, sex (including pregnancy), age, national origin, sexual orientation, gender identity or expression, disability, ancestry, marital status, or any other characteristic protected by law. It may include, but is not limited to, actions such as use of epithets, slurs, negative stereotyping, offensive jokes, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures and interference with work performance that relate to categories as defined in Section 24.1. Harassment may also include written or graphic material that denigrates or shows hostility toward an individual or group, whether that material is sent by email, Slack, computer screens, or elsewhere on the organization’s platforms or premises or circulated in the workplace, including at work-related events.

Unwelcome conduct can constitute harassment if:

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

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

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

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

pictures, cartoons or posters (including but not limited to by e-mail, viewed or shared on a work computer or via text message).

Unwelcome sexual conduct can constitute harassment if:

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

(g) **Bullying:** The Employer defines bullying as persistent, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee, whether verbal, physical, on-line or otherwise, at the place of work and/or in the course of employment. For the purpose of this Article, Bullying shall be treated as a form of harassment.

21.3 Complaint and Investigation Procedure: As a means to ensure a workplace free from discrimination and harassment, the Employer adopts this formal procedure for the handling of discrimination or harassment complaints. This procedure is intended to supplement - not to replace or supersede - the other procedures available to employees under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or any other applicable federal, state or municipal fair employment practices law, or otherwise.

(a) **General Principles:** Bargaining unit employees are strongly encouraged to come forward with a complaint within a reasonable time of an incident but no more than 90 days. Reporting additional incidents that support a pattern of harassment may go beyond 90 days. Any incident of discrimination or harassment should be reported immediately including isolated incidents—whether or not the employee wishes for action to be taken—so that a pattern of behavior may be established. The employee may report offensive conduct as defined herein without fear of interference with the individual's work performance or contributing to a hostile work environment. An employee should not wait to report harassment until it becomes severe and pervasive. The Employer is committed to stopping discrimination and harassment even if the conduct has not risen to the level of a violation of law.

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

Efforts will be made to investigate and resolve complaints promptly, thoroughly and impartially, and in as confidential a manner as is possible consistent with proper investigation of the complaint. No formal investigation shall take longer than one week to initiate from the date the complaint is first received by the Chair or their designee, and complete in no longer than 30 days.

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

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

There will be no retaliation or other adverse action taken against the complainant who reports an incident of apparent discrimination or harassment, or individuals who provide information in the course of the investigation of such a complaint or report. Any such retaliation can also be the subject of a complaint under this procedure. If retaliation in fact occurred, prompt and appropriate corrective action will be taken and appropriate sanctions imposed, up to and including termination.

(b) Procedure: The procedure for dealing with complaints of discrimination or harassment is as follows:

(i) If an employee believes that they have been the target of discrimination or harassment, the Employer encourages the employee to report the alleged incident(s) as soon after the incident occurs as reasonably possible but no more than ninety days (90) days to a Supervisor or Chair. If the report is made to a Supervisor, the supervisor should immediately notify the Chair. Failure to report claims of harassment hampers the ability to take necessary steps to remedy such situations.

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

It is the responsibility of any Supervisor who receives a complaint to inform the Chair or designee of the allegations so that a prompt investigation may be conducted, unless otherwise directed by the complainant. If the complaint is

against the Chair, the complaint shall be reported to the Board Chair. For the remainder of this Article, if the complaint is against the Chair, references to the Chair shall be replaced with Board Chair. This article is not intended to require the person receiving the complaint to further report the complaint against the expressed will of the complainant.

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

(iii) When discrimination or harassment is alleged, if appropriate, the Chair or designee may attempt to resolve the matter informally.

(iv) If the nature of the allegations makes such informal investigation inappropriate or if informal efforts do not resolve the matter, the Chair or designee will ask the person making the complaint ("the complainant") to promptly file a written complaint. That complaint should describe the alleged discrimination or harassment in as much detail as possible, including a description of what occurred and the dates, times and places of the incident(s). The complainant also should submit the names of individuals who he or she believes have information relevant to the investigation.

(v) The Chair or designee, will initiate an investigation to determine whether discrimination or harassment has occurred within one week of receiving the report. The Chair or designee must be trained in conducting appropriate investigations and must not have a conflict of interest related to the complaint, complainant or accused. If the Chair has a conflict, the Board Chair shall appoint the designee to conduct the investigation. The investigation will conclude 30 business days from the date of the investigation being initiated.

(vi) If the investigation warrants disclosure of the complainant's name or identifying characteristics to individuals other than the Chair or designee, the accused, or members of the Board, the complainant shall be notified of such needed disclosure.

(vii) During the course of the investigation, the Chair or designee will inform the accused of the complaint, and will give them the opportunity to respond to the allegations and to submit the names of individuals who the accused believes have information relevant to the investigation.

(viii) The investigation may include meeting with the complainant, the accused and other individuals who may have relevant information. Relevant documents may also be reviewed. The investigation will be conducted promptly, thoroughly and impartially, and in as confidential a manner as is possible consistent with proper investigation of the complaint.

(ix) If necessary, the Employer will take steps to ensure that additional discrimination, harassment, or retaliation does not occur during the period of investigation, including separating the relevant parties. The Employer will take steps to ensure that the investigation or the accused does not interfere with the complainant's ability to perform assigned work.

(x) If the investigation establishes that discrimination or harassment has occurred, the Employer will take prompt and appropriate action within one week of the conclusion of the investigation. This may include corrective action designed to end and to remedy the discrimination or harassment and to prevent it from recurring. Action may include imposition of discipline on the discriminator/harasser, ranging from reprimand to discharge. Discipline may be grieved under the provisions of Article VII, Grievance Procedure.

If it is conduct by an employee or officer of an affiliate or by a vendor or consultant, then the Employer will take appropriate action, using its best good faith means available. Good faith means include, but are not limited to notifying the accused's superior, at the local, regional or national level, requesting that appropriate action is taken.

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

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

(xi) the Employer will inform both the complainant and the accused of the outcome of the investigation and, if permissible, what measures were taken to correct the discrimination or harassment.

(xii) If the Chair or designee fails to conduct the investigation promptly or maintain communication with the complainant in regards to the investigation, the complainant may follow the Grievance Procedure outlined in Article VII.

(xiii) 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 XXII – Entire Agreement

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, express or implied, between such parties or

between the Employer and individual employees. The parties acknowledge that they have had a full opportunity to bargain over all matters contained in this Agreement. Any modification, amendment or supplemental agreement shall be of no force and effect unless reduced to writing and approved by the signatories hereto and executed after the effective date of this Agreement.

Article XXIII – Term of Agreement

This Agreement will take effect on March 31, 2023, and will expire on March 31, 2025.

At any time within ninety (90) days immediately prior to the expiration date of this agreement, the Employer or Guild may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during such negotiations.

This Agreement shall be binding upon the parties hereto, their successors, administrators, lessees and assigns. In the event the Employer sells, transfers, leases or assigns the business, a function of the business or any part of its operation, the Employer agrees that it shall give written notice of this Agreement and of all the clauses contained herein to any prospective purchaser, transferee, lessee or assignee. The Employer agrees that all obligations of this Agreement shall become a condition of any sale, transfer, lease or assignment.

For the Union:

Joseph Zemek
William Quinn
Joselyn Jackson
Elena Martinez-Vivot
Tony Mulligan

For the Employer:

Karin Asensio

Date Signed: March 31, 2023