

**Collective Bargaining Agreement
between
Private Equity Stakeholder Project
and
The Denver Newspaper Guild – CWA Local 37074**

November 22, 2023 – November 22, 2025

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Article I Recognition

1.1 Recognition: (a) The Employer voluntarily recognizes the Guild as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and all other terms and conditions of employment for employees who are members of the bargaining unit. (b) The bargaining unit includes Coordinators, Senior Coordinators, and all PESP employees in current and future positions who do not meet the criteria for exclusion in Section 1.2 below.

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 directors.

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 Management Rights and Responsibilities

Rights to Manage.

Except to the extent expressly abridged by a specific provision of this Agreement, PESP reserves and retains, solely and exclusively, all of its rights to manage PESP and its activities.

Article III Union Security

3.1. 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.

3.2. 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.

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

Article IV Payroll Deduction of Dues

4.1. The Employer agrees to make collections of Union dues 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 tenth working day of the following month and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

4.2. 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 V Union Representation

5.1. The bargaining unit shall keep the Employer informed of the names of individuals employed by the Employer who are designated as Union Officers and/or Stewards.

5.2. The Employer shall allow access to their workplace(s) to Union representatives not employed by the Employer for the purpose of conferring with management and employees. The Employer shall provide the Union a channel on its Slack platform or any other similar platform the Employer utilizes in the future.

5.3. Union Stewards shall be granted release time 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.

5.4. 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 or permitted to use their paid time off to attend to the business of the Union including but not limited to CWA meetings, conventions, etc. There shall be no effect on a bargaining unit employee's seniority or benefits as a result of their excused absence without pay under this provision.

5.5. The Employer shall allow all unit employees one (1) hour paid release time per month to attend to union business. During the months of PESF staff retreats, the hour of paid release time for bargaining unit members to conduct union business may occur during the retreat during the hours of 9am-5pm at a time determined by the retreat committee.

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 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 or any disciplinary meeting. 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 (three business days' notice) to be present. A second union representative may attend if available at the time the first union representative is available and is

attending as part of the training of the first union representative.

6.3. New employees shall be on probation for a period of six (6) months 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. Peer reviews submitted by coworkers shall be taken into consideration as to whether an employee on probation will be retained or released. Nothing shall prevent management from terminating an employee during the probationary period.

6.4. Personal Improvement Plans (PIPs) according to the policy outlined in Appendix A 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. PIPs shall not be considered a disciplinary step.

Article VII Committees

7.1. Labor Management Committee

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. 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.

7.2. 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.

7.3. The LMC shall discuss any changes to job descriptions.

7.4 Established and Ad-Hoc Committees

PESP routinely convenes organization-wide ad hoc and established committees (e.g. Retreat Committee, Strategic Planning Committee) to address issues and needs of the organization. The Union and PESP recognize that the participation of bargaining unit members on Committees fosters collegiality, creativity, and democratic principles, which is beneficial to the organization. All Committees must allow at least half of the Committee composition to be bargaining unit members who are selected by the Union. Upon selection for a Committee, members shall have a timely discussion with their manager to discuss the amount of time expected to be spent weekly on committee work. Managers and coordinators shall make adjustments to other work responsibilities in order to account for time spent on retreat committee tasks. Supervisors shall not penalize bargaining unit members for participating in a Committee. No Senior Coordinator or Coordinator can be compelled to lead a Committee. All Committee membership shall be voluntary.

Article VIII

Grievance and Arbitration

For purposes of this Agreement, a grievance is a dispute or difference of opinion between the Union and the Employer involving the meaning, interpretation, or application to employees covered by this Agreement.

8.1. The Union shall designate a committee of its own choosing to take up with the Employer or authorized representative any disputes regarding the interpretation of this agreement, discharges, discipline, wages and/or other terms and conditions of employment. The Union shall provide the names of the committee members to the Employer prior to grievance-related meetings and hearings.

8.2. Before filing a formal grievance concerning a non-disciplinary issue, the Union shall bring the matter to the Employer's attention and agrees to attempt to quickly resolve any issue or dispute in good faith through a verbal and/or written discussion with the Employer's designated representative.

8.3. Within fourteen (14) calendar days after the discussion conducted under Section 8.2, the Union 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) calendar days of receipt of the notice of discipline or discharge.

8.4. 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 Union shall meet with two representatives of the Employer and shall discuss the grievance. The Union may substitute a TNG-CWA local or national representative for up to one (1) grievance committee member. In addition to the two representatives, the Union may have one (1) grievant attend. The parties may mutually agree to attendance by more than one grievant.

8.5. 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.

8.6. If the resolution step is not requested, the Union has fourteen (14) calendar days from the Union'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 Union'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).

8.7. In the event the procedure in Sections 8.1 to 8.6 above does not result in a resolution of the grievance, the Union may submit the matter to arbitration. To be timely, a demand for

arbitration must be served within twenty (20) days after the last step taken as provided above is completed.

8.8. 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.

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

8.10. 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.

8.11. 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 Union, 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.

The Union and Employer agree that the hearings may be held in-person or by Zoom.

8.12. 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.

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

8.14. 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.

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

Article IX

Hiring, Seniority, Layoffs and Severance Benefits

9.1. Hiring. If a position is to be posted externally, PESP agrees to post all job requisitions on listservs, hiring sites and job boards representing historically marginalized communities as identified by the Labor Management Committee. Within the first two weeks of a new bargaining unit member starting at PESP, the union steward will also get a guaranteed hour with the new hire to discuss history, culture, and rights of all employees in the unit. Each hiring committee shall have at least one bargaining unit member.

9.2. Layoffs:

In the event of expected layoffs due to financial distress, before the period when the layoff is announced and management determines which individual(s) employment to terminate, management shall consult in good faith with the Union to explore alternatives to the layoff. Such consultations should include suggestions from both the Union and PESP regarding how to provide for equivalent cost savings instead of the planned layoff. PESP shall negotiate in good faith over ways to mitigate the adverse effect of an economic layoff on employees.

A. Under normal circumstances, PESP shall share the financial information pursuant to Article 21 of this Agreement.

B. For the purposes of this article, “financial distress” is defined as: the organization’s annual projected expenses exceeding revenue by a considerable amount or the projected expenses of one team or program exceeding revenue for that team or program by a considerable amount.

C. When “financial distress” has been experienced or is anticipated, the organization shall follow the defined measures and procedures below to alleviate financial distress.

D. The following provides a sequence of events during or in anticipation of financial distress:

- 1.** PESP will notify the Labor-Management Committee as soon as financial distress occurs or is anticipated.
- 2.** At any point that financial distress occurs or is anticipated, the Unit and Management will convene the Labor-Management Committee [as defined in Article 7, Committees] as soon as possible to meaningfully discuss and negotiate ways of increasing organizational revenue, and then in trimming the budget, including reductions in hours to non-essential contractors.
- 3.** If PESP is not able to get out of financial distress or anticipated financial distress, the Labor-Management Committee shall have meaningful discussions and seek to mutually agree upon a fair process for equitable emergency measures applicable.
- 4.** In the event of a layoff, layoffs will happen within the project or team facing financial distress. First to be laid off will be consultants unless their utilization is specifically required by a grant agreement, then temporary employees, then permanent employees.

9.3 Severance in the event of layoffs: Employees who are laid off shall receive the following severance.

Severance Pay and Continuation of Benefits in event of layoffs

During probation	Payout of unused vacation time remaining for the calendar year. Employees will be given the option to purchase their work computer or laptop at a fair market rate.
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After probation	Three (3) weeks of salary/benefits and payout of unused vacation time remaining for the calendar year. Laid off employees will be given the option to purchase their work computer or laptop at a fair market rate.
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9.4 Recall: Employees who have been laid off shall have recall rights to their job type (communications, research, ops, etc.) for a period of twelve (12) months from the date of their layoff. 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 report within an additional fifteen (15) 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.

Article X

Hours, Scheduling, and Workload

10.1 Hours & Scheduling

The normal work week for full-time employees is forty (40) hours per week, inclusive of a paid meal break. Employees will normally be scheduled for an eight-hour day Monday through Friday; however, in order to encourage a healthy work-life balance and to accommodate personal obligations, employees may work a flexible schedule as long as the employee is able to perform job duties to the standards established by the Employer. Employees shall be responsible for keeping their calendar updated and their teams apprised of their schedule.

10.2 Given the sometimes unpredictable nature of PESP's work, there may be times when staff are required to work beyond forty (40) hours per week. In that case, staff are encouraged to flex time on future days or in future weeks to ensure a balanced working environment, so long as their time sensitive work is up to date. Supervisors cannot change an employee's regular work schedule to be outside the hours of 9am-5pm in their respective time zone within the continental United States. If a supervisor directs or approves an employee to work during a holiday, weekend, or approved paid time off, the employee shall be given compensating time off. If an Employee works on a holiday, weekend, or approved time off due to an emergency issue without pre-approval from a supervisor, the supervisor shall not unreasonably deny compensating time off.

10.3 Workload

Each job title has a written job description outlining the requirements and responsibilities of the position. If the Employer wishes to modify job descriptions during the life of this contract, they must discuss such changes with the Labor Management Committee.

PESP will strive to ensure that Employees' workload averages no more than forty (40) hours per week. If a PESP staff member's workload routinely exceeds forty (40) hours per week, the employee may initiate a workload review with their direct supervisor(s), Operations Director, and a Union representative. Staff members are encouraged to first discuss the issue with their direct supervisor in good faith before initiating a workload review. The Employee and Supervisor will implement a forward-looking Workload Improvement Plan to address workload issues.

If after the implementation of the Workload Improvement Plan the Employee has not seen a reduction in

their workload, the Employee may file a grievance. Remedies for workload that routinely exceeds forty (40) hours per week may include but are not limited to the provision of compensatory vacation time and change in assigned tasks.

In the case that an employee or employees go out on extended (four weeks or longer) leave, PESP may request that remaining employees assume the workload of the employee(s) on leave. The supervisor shall work with the employee to ensure their workload does not result in working over an average of forty (40) hours per week.

10.4 Meetings

PESP will strive to ensure that Employees have sufficient meeting-free time to accomplish their job duties.

PESP will provide one internal meeting-free day each week. No employees can be compelled to have internal meetings on this day.

10.5 Capacity Review

PESP has periodically implemented a capacity review survey. PESP agrees to share the raw results from such surveys with the Union within one month after the survey is completed.

10.6 Time-tracking

All employees are required to track time in Gusto. This requirement is not intended to surveil employees but rather to account for our time.

Article XI Reimbursements

PESP reimburses various types of employee expenses. PESP will ensure all submitted expenses are approved or rejected by the employer and sent to Expensify, if approved, within ten (10) business days. If an expense is not reimbursable per the organization's policies and this contract, then PESP will notify the employee within five (5) business days of the expense's submission. All approved reimbursable expenses should be reimbursed within thirty (30) business days of submission.

11.1 Submitting Expenses

Employees shall submit expenses through the online expense management platform used by the organization. Expensify is the organization's expense management system. Expenses shall be submitted within three months of being incurred. Expenses submitted after three months shall not be reimbursed.

11.2 Approval of Expenses

1. Expenses of **greater than \$250** shall only be reimbursed if they are pre-approved by the Executive Director and/or Operations Director.
2. Expenses **below \$250** should be submitted in Expensify and will be approved by your supervisor on a monthly basis.
3. All professional development expenses should be approved prior to submitting to Expensify.

11.3 Minimizing Expenses

To minimize expenses, employees should choose the cheapest reasonable option. To minimize travel expenses, employees should strive to book transportation and hospitality at least three weeks prior to departure. When booking air travel, employees should choose economy class, unless there is reason for upgraded travel and it is approved by their supervisor.

11.4. Per Diem Rates & Reimbursements While Traveling

The organization will reimburse for meals and transportation while the employee is traveling for work purposes. The organization will not reimburse for alcohol.

1. **For daytrips** (no overnight stay), employees may expense the cost of meals by submitting receipts of payment to Expensify.
2. **For overnight trips**, employees may elect to submit receipts for the actual cost of meals or may elect to use the GSA per diem meals and incidentals rate for the city in which they are staying. If an employee is at a meeting or event where meals are provided, the employee shall subtract the cost of meals provided from the per diem GSA rate. If utilizing per diem rates, employee shall provide a breakdown of dates and meals covered under per diem when submitting expense for reimbursement.
3. **For driving** during in-person work travel activities. Employees may use the standard mileage rates to calculate the deductible costs of operating an automobile for business purposes. The standard mileage rate for business travel defined by the IRS is 62.5 cents per mile; the employee shall submit a picture of odometer reading before and after travels to Expensify for verification.

11.5. Reimbursements

As outlined in the **Article 17, Benefits**, reimbursable expenses include cell phone, internet, office supplies and equipment, tools and software, professional development, and any other reimbursements agreed to under this agreement.

Article XII Holidays & Shutdowns

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

12.2. The minimum number of observed holidays in a calendar year shall be no fewer than fourteen (14). The following holidays will be guaranteed to all employees:

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday (President's Day)
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day

Day After Thanksgiving
Christmas Eve
Christmas Day
One floating holiday

Employees must notify their supervisors at least one week in advance before use of their floating holiday. Floating holidays may be used for religious holidays, birthdays, and other special occasions.

If a holiday falls on a Sunday, the holiday will be observed on the following Monday. In no event shall bargaining unit employees receive fewer paid holidays than non-bargaining unit employees.

If an employee is required to work (including travel) during a holiday, they shall be given a floating holiday as compensatory time off. If the Employee is unable to use the floating holiday before the end of the calendar year, they are permitted to use it in the next calendar year.

12.3. The Employer shall close for a holiday between December 26 and January 1 of each year.

Article XIII Vacation and Paid Personal Leave

All full-time, regular employees are entitled to twenty (20) days/one hundred sixty (160) hours of paid vacation annually. Starting in 2024, employees will receive an additional 1 day/8 hours of vacation for each year of employment at PESP. This time can be carried over year over year.

New employees' vacation leave will be prorated according to the start date. Part-time, regular employees will receive paid vacation on a pro-rated basis.

PESP offers all employees two (2) days of paid personal leave. This time may be carried over year over year.

Vacation and personal leave shall be capped at 40 days.

Article XIV Sick Leave

PESP has an unlimited paid sick leave policy. Employees shall only use sick leave for illness or health issues, or care for a child or dependent facing illness or health issues.

Staff are expected to notify management of an absence due to illness at the time an absence will occur. Under extreme circumstances (where immediate notification is not possible), it should be reported and logged within PESP's leave tracking system (Gusto) as soon as possible.

If an employee is absent for more than 10 consecutive workdays due to illness or accident, they shall provide written documentation of the relevant health event and schedule a meeting with management once able to address any issues related to the absence, at management's discretion. If PESP makes short-term disability coverage available to employees, after 10 consecutive days of absence due to illness or accident the employee shall take all required steps to make a short term disability claim. The employee's pay shall be reduced by the amount received under the short-term disability coverage.

If an employee's sick leave reaches three (3) consecutive weeks, leave shifts to Family/Medical Leave status.

If at any point an employee's multiple absences, of any length and due to illness or accident, have interfered with an employee's ability to fulfill their duties despite typical accommodation, the employee and management shall meet to discuss the absences. Employees may be asked to provide written documentation of the relevant health event. This meeting will result in a plan to accommodate the underlying cause so that the employee will be able to fulfill their duties. The plan may include changes to working conditions, the taking of unpaid leave or other leave available to the employee (such as disability leave), or other reasonable accommodations.

Article XV Other Paid Leaves

15.1. Family and Medical Leave:

All PESP employees are entitled to up to 16 weeks per year paid family and medical leave at 100% of salary, either provided entirely by PESP or a combination of PESP and government agencies, depending on the employee's local jurisdiction. PESP employees are eligible for this benefit if they have been an employee for at least 26 consecutive weeks prior to the covered event.

If PESP makes short-term or long-term disability coverage available to employees, an employee taking leave shall take all required steps to make a disability claim. The employee's pay shall be reduced by the amount received under the disability coverage.

For employees who are eligible to receive benefits from their local jurisdiction, employees shall access those benefits and provide documentation to PESP of the benefits received. PESP shall make up the difference between the benefits provided by the government sponsored paid leave program and the employee's current salary to come to the total PESP standard of 16 weeks.

Leave does not have to be consecutive, but may be split with a minimum of 4 weeks used at a time. It must be used within 12 months after a qualifying event. PESP will make the employee's same position available upon return from leave. While on family and medical leave, employees shall continue to receive health, dental and vision coverage, and 401K.

If staff are considering leave, they are encouraged to let management know as soon as possible. Four weeks' notice is strongly recommended, though situational approval can still be given for unexpected events or emergencies; notify as soon as possible in these instances.

Paid family leave can include:

- Medical leave, which covers an employee's own serious health condition.
- Parental leave, which covers bonding with a new child (including biological, foster, or adoptive children).
- Caregiving leave, which covers caring for a family member with a serious health condition.
- Deployment-related leave, which covers needs in connection with a family member's current or impending active-duty military service, such as making legal or financial arrangements and childcare needs.

For purposes of this policy, "family" shall be defined as: (A) A biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom an eligible individual stands in loco parentis; (B) A biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to an eligible individual when the eligible individual was a child; (C) A person to whom an eligible individual is related by domestic partnership or marriage; (D) A grandparent of an eligible individual; or (E) A sibling of an eligible individual.

15.2. Leave for Jury Duty:

(a) Employees who are summoned for jury duty shall be paid their normal rate of pay while serving, less any compensation received from the court for service. Employees should notify their manager immediately upon receiving a summons for jury duty and provide a copy of the summons to their manager. Employees shall provide documentation of any compensation received from the court for jury service.

15.3. Bereavement Leave:

An employee shall be provided with up to five (5) days per year of paid bereavement leave in the event of the death of a significant other or a member of the employee's familial circle, biological or chosen. Such leave may be extended by request depending on circumstances such as distance, the individual's responsibility for the funeral arrangements, and the employee's responsibility for taking care of the estate of the deceased. Such a request shall not be unreasonably denied. The Executive Director, at their discretion, may grant bereavement leave for the death of an individual not covered by the above and may grant additional leave on a case-by-case basis. PESP understands the deep impact that death can have on an individual or a family, therefore additional paid or non-paid time off may be used by the employee.

15.4. Community Impact Leave:

(a) Employees may use up to one (1) day annually for positive community impact. This time cannot be rolled over and must be approved at least two (2) weeks in advance by management. Community impact activities include, but are not limited to, volunteering for nonprofit organizations, political campaigns, or other community events.

15.5 Disaster Leave

Management will work to accommodate leave for remote employees when local weather and safety conditions interfere with their ability to work (e.g., due to unexpected caregiving responsibilities or power outages). This policy applies to all PESP employees.

Disaster leave provides employees with job protection, continued pay, and benefits over a designated period of time relating to ongoing weather conditions or a local emergency declaration. Disaster leave may extend throughout the entire period of the emergency, and will not affect accumulated PTO including vacation, personal leave, or sick leave.

PESP employees who need to use disaster leave should communicate this to their supervisor as soon as possible. This communication should include the nature of the disaster, extent of damage, and expected duration of the employee's leave.

Article XVI Wages

16.1 As illustrated in the table below, the starting salary for Coordinators is \$77,000 and the starting salary for Senior Coordinators is \$90,000. For each year at PESP, Coordinators will earn an additional step increase of \$2,000 per year and Senior Coordinators will earn an additional step increase of \$1,000 per year for their first five years of employment. In addition to increases for years at PESP, all Employees will receive a cost-of-living increase equivalent to the greater of 4% or the increase of the Consumer Price Index over the prior year on January 1, 2024 and January 1, 2025, and the base starting

salaries will be adjusted accordingly.

18.2 Current employees at the ratification of this contract shall be placed at the greater of 1) the scale that reflects their length of service or 2) the scale that reflects their current salary. If an employee is placed on the scale at a salary greater than the salary corresponding to their actual years at PESP, the employee shall receive their next step increase only when they reach that step based on their actual years of service with PESP. If an employee is above the scale, they shall stay at their current salary and shall only receive cost of living increases.

16.3. No negotiations: The salaries as described in 18.1 and shown in the table below are set, and cannot be negotiated higher or lower.

16.4. An Employee's experience shall be taken into account at the time of hire to determine whether they should start as a Coordinator or a Senior Coordinator, based on the job descriptions.

16.5. If an Employee is promoted from Coordinator to Senior Coordinator, they shall start at the greater of 1) the scale that reflects their length of service or 2) the scale that reflects their current salary. If in being promoted an employee is placed on the Senior Coordinator scale at a salary greater than the salary corresponding to their actual years at PESP, the employee shall receive their next step increase only when they reach that step based on their actual years of service with PESP.

Coordinator						
	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Ratification	77,000	79,000	81,000	83,000	85,000	87,000
1/1/24	80,080	82,160	84,240	86,320	88,400	90,480
1/1/25	83,283	85,446	87,610	89,773	91,936	94,099

Sr. Coordinator						
	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Ratification	90,000	91,000	92,000	93,000	94,000	95,000
1/1/24	93,600	94,640	95,680	96,720	97,760	98,800
1/1/25	97,344	98,426	99,507	100,589	101,670	102,752

Article XXII

Benefits

17.1. Insurance benefits.

PESP offers the following insurance benefits:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Basic Life Insurance, with option for Supplemental
- Accidental Death & Dismemberment Insurance

PESP shall provide employees with individual and family health, dental, and vision insurance coverage. PESP will cover 100% of the monthly premium for such coverage for the employee and dependents. PESP will strive to ensure that the coverage both provides access to the broad range of healthcare providers and remains affordable in terms of employee deductibles and copays.

PESP will review benefits with employees annually sixty (60) days prior to the open enrollment period to determine potential change to benefits. The Employer will bring in a healthcare benefit representative, either from Gusto or BCBS, ahead of annual elections each year to discuss care packages and options with staff. If PESP intends to make a material change to its benefit plans, it shall give the Union sufficient 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 PESP on the same basis as other (non-Unit) employees. If after the ratification of this Agreement PESP establishes a new benefit generally applicable to all other employees of PESP, the Employer will make such benefit available to the bargaining unit.

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

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

- Blue Cross and Blue Shield of Illinois, Blue PPO Platinum 1192, fully paid for employees and dependents.
- Blue Cross and Blue Shield of Illinois, BlueCare Dental PPO DILHR03 [IL-CS], fully paid for employees and dependents.
- Guardian EM Vision 9:IL, fully paid for employees and dependents

17.3. Other Forms of Insurance: The Employer shall offer:

(a) Fully paid basic life insurance and accidental death and dismemberment (AD&D) insurance

- Guardian EM life 1E: IL, coverage amount of \$25,000. Employees also have the option to purchase supplemental life insurance.

Workers Compensation

In accordance with applicable law, PESP pays for and maintains workers' compensation insurance for work-related injuries and illnesses for all regular employees.

17.4. Retirement benefits:

The Employer shall provide employees with access to a 401K retirement savings plan. Employees shall be eligible to participate in the plan upon hire.

PESP will provide a 100% match of employees' contributions to the plan up to 5% of an employee's salary. Employees can contribute greater than 5% of their salary to their 401K, but the employer will not

match employees' contributions above 5%.

17.5. Other Benefits:

a. Office Equipment and Supplies Reimbursement

(i) At the time of hire, the Employer shall pay for the cost of a computer or laptop as provide up to \$1,000 reimbursement for necessary equipment, software, and supplies to be used as well in the first twelve months of the Employee's hiring date.

(ii) The Employer shall furnish all necessary equipment/software for employees to effectively do their jobs. After the first year, the Employer will fully reimburse the additional purchase of or replacement of equipment, software, laptops or other necessary items on a case-by-case basis.

b. Coworking space

PESP allocates funds per year (specific amount is budget dependent) for co-working space communicated during the annual budget process. PESP will survey employees prior to the beginning of the fiscal year to determine the number of people who wish to use coworking reimbursement funds. The final budgetary amount will be distributed equally among the staff who elected to use coworking space. These funds are not carried over into the next calendar year. Employees must submit a copy of the co-working space expense when seeking reimbursement.

c. Student Loan Reimbursement

Permanent staff who have been employed for at least one year shall be entitled up to \$250 per month for reimbursement of student loan payments provided that employees have applied for Public Service Loan Forgiveness. The amount shall be pro-rated for part time employees. Employees shall submit proof of payment per PESP expense reimbursement policy in order to be reimbursed.

d. Wellness Reimbursement

The Employer shall reimburse employees for costs up to \$500 per year associated with overall wellness including but not limited to: acupuncture, massage, gym membership, home gym equipment, yoga classes, health/life coaching, behavioral health services, and/or out of network specialists.

e. Professional Development Reimbursement and Policy

(i) PESP is committed to employee training and professional development. PESP has a professional development policy to assist employees with the financial burden of professional development. Professional development may include continuing education courses, seminars and certification exams. Expenses must be validated by receipts and/or paid invoices. PESP will reimburse employees up to a maximum of \$1,000 per budget year (depending on available funding) and will consider additional support on a case-by-case basis. The funds will not carryover and will be renewed (budget-depending) at the beginning of each calendar year.

(ii) All full-time, regular employees who have completed the six (6) month probationary period are eligible for reimbursement under this policy if approval has been obtained by the employee's direct supervisor or the Executive Director. Employees may pursue a higher education degree or take individual courses at an accredited educational institution provided the course of study, certification, or seminar is related to the employee's current position or a probable future role and pending approval from the employee's supervisor. This policy does not provide travel funding.

(iii) Covered Professional Development Expenses:

Expenses eligible for 100% reimbursement include tuition, registration and required fees, webinars, certification/licensing fees, exam fees, and building use and lab fees. Other miscellaneous expenses—such as supplies (including books, etc.), social dues, computer access charges, etc.—are also reimbursable. Additional expenses may be covered at 100% based on PESP’s discretion and available funds.

(iv) Proof of Completion:

Employees shall provide proof of the completion of the course or class, or the achievement of the certification for which they request reimbursement. There are instances where proof of completion is not available; therefore a screenshot of progress benchmarks or a written letter from an instructor will suffice.

v) Procedures and Approval:

After receiving supervisor approval, employees shall submit an Operations-provided Professional Development form. Reimbursable expenses shall be submitted for payment in Expensify within 90 days of the end of the semester/term, course, or exam. Employees may use up to twenty (20) paid hours per year for professional development. Beyond twenty (20) hours, employees can use PTO or unpaid time with approval from their supervisor.

f. Dependent Care

For each employee that request it, the Employer shall contribute into a dependent care Flexible Spending Account (FSA) at a 5:1 match up to a total contribution of \$5,000 per year or the IRS limit, whichever is higher.

g. Cell phone reimbursement

Employees may expense the cost of cell phone service up to \$100 per month. Employees must submit a copy of the phone bill when seeking reimbursement.

h. Internet

If an employee works from home, then the employee may expense cost of internet service up to \$50 per month. Employees shall submit a copy of internet/cable bill when seeking reimbursement for internet.

Article XXIII

Promotions, Job Descriptions, and Performance Reviews

18.1. Job Descriptions:

PESP shall provide the relevant job description to new hires at the time of hire, or earlier if requested by the job candidate. PESP shall store all job descriptions in the shared DropBox folder, or any other similar platform PESP may utilize in the future, so employees have access to review them.

The Employer shall notify the Union and bargaining unit employees when it makes any material change(s) to a job description for a job classification covered under this Agreement and negotiate with the Labor Management Committee, before any such change takes effect. The Union may propose changes to job descriptions subject to negotiation by the LMC.

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.

18.2. 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 PESP has the need to fill a bargaining unit position, it shall include the base salary for the position on any job postings.
- c) PESP 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 operational needs. In accordance with this principle, if PESP 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 two weeks. The post shall include email contact information for the person to contact if an employee has interest in filling the position. PESP shall give consideration first to existing employees who meet the qualifications laid out in the job description for the position, as determined by PESP, and existing employees shall not be rejected solely based on years of experience.
- d) PESP 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 and meet the qualifications of such a classification they can request a review to seek a promotion, regardless of years of experience. The review shall take place within thirty (30) days of an employee's request for review. Bargaining unit employees shall be free to reject a promotion or to opt-out of managing staff.

18.3. Performance Reviews:

- a) Every employee shall receive a performance evaluation after their probationary period and annually, no later than one month after the employee's anniversary date. The employee's performance shall be evaluated by the staff member's immediate supervisor(s). The supervisor shall discuss the performance evaluation with the employee. Nothing herein shall prohibit the employer from releasing a probationary employee for any reason.
- b) Performance evaluations shall not be considered a step in the disciplinary process.
- c) A performance evaluation is a review of the employee's performance and shall be based upon job-related criteria listed in their agreed-upon job description. Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance for performance development and improvement. Employee evaluations should acknowledge changes affecting the employee's position, including workload, which have occurred since the last evaluation.
- d) Formal staff feedback and reviews of their managers should go directly to the Operations Director and the Executive Director. If the staff member's lead is the Operations Director it

should go directly to the Executive Director. Employees may submit an additional review of their managers ahead of their manager's performance review. PESP will provide a list of supervisors' anniversary dates to the Union.

e) Both parties shall submit the completed review forms to the Operations Director ahead of the Employee's review. The Operations Director releases the answers ahead of the review, separately to both parties, no later than five (5) working days before the scheduled performance review date.

f) The employee shall have the option to have a non-participating Director of their choosing attend an annual performance review meeting, or, upon mutual agreement between the supervisor and employee, the employee may have a non-participating bargaining unit member attend the review.

g) Performance reviews shall incorporate feedback from coworkers other than the Employee's lead. The employee may request a peer review from one coworker, including peers, senior managers, and more junior colleagues. That information shall be analyzed by the manager and discussed with the employee during their annual performance evaluation.

h) If there are any changes or recommendations to be made in the evaluation after the supervisor(s) has discussed it with the employee and reviewed the employee's comments, the evaluation shall be returned to the supervisor(s) for discussion with the employee before these changes are made in the evaluation. The employee shall sign the new evaluation and that signature shall only indicate that the employee has read the evaluation. A copy shall be provided to the employee at this time.

i) The employee shall be given up to ten (10) working days following the performance review date to review the evaluation and provide input, if any, to the Operations Director. If an employee receives less than a satisfactory evaluation or disagrees with any aspect of the review, the Operations Director agrees to meet with the employee within thirty (30) calendar days of the evaluation to review, in detail, the alleged deficiencies.

j) If an employee disagrees with the record of a performance evaluation which has been placed in their personnel file, the employee may submit a rebuttal statement which shall be attached to the performance evaluation. The evaluation shall be reconsidered by the Operations Director, or designated Representative if the Operations Director is the supervisor who conducted the review, in light of the rebuttal statement and/or the Provision. If the evaluation is amended, the amended evaluation shall replace the original evaluation and its rebuttal.

k) PESP's Executive Director and the Operations Director shall meet with the Union no later than fifty (50) days after ratification to negotiate the introduction of the systemwide evaluation form and provide written guidance on the performance review procedure. The systemwide evaluation form shall include evaluation metrics and scales that shall be clearly defined and achievable.

Article XIX

Health and Safety

PESP is a remote workplace in which Employees may be asked to travel to in-person meetings and events. The Employer agrees that it will take all reasonable steps to provide a safe and healthy

workplace at all PESP-sponsored events (including staff retreats) and to correct any unsafe conditions or safety or health hazards at these events. All internal in-person meetings, including staff retreats, will have a hybrid option available to those who are unable to travel as described in Article 20 (Travel).

19.1. *In-person meetings and events.*

PESP remains committed to taking all reasonable steps to ensure that employees are safe in situations where staff is required or asked to meet in person. PESP and the Union are committed to providing an inclusive environment where staff with medical conditions and/or disabilities that render them immunocompromised can participate in-person if they choose.

19.2. *Remote office.*

At the time of hire, the Employer will provide a stipend for PESP Employees to purchase and be reimbursed for safe and ergonomic home office equipment, including but not limited to a desk, chair, monitors, air conditioner unit, or heating unit in accordance with Article 17, Benefits. Funds will be available for all staff to update or purchase additional equipment as needed in order to ensure a safe and healthy working environment.

19.3. The Employee will not be required to use their permanent address as their remote office. If an Employee's remote working conditions become unsafe due to domestic violence, extreme temperatures, or other serious health and safety hazards, the Employer will reimburse the Employee for use of coworking space (or other form of remote office space) until there is no longer a health and/or safety hazard at the Employee's remote office or until the Employee has received up to \$1000 in reimbursement during a period of two years, whichever happens first. If the Employee reaches the reimbursement limit before their remote office is safe to use, the Employer may choose to, but is not required to, provide additional funds. Any reimbursement for coworking space related to a health or safety hazard in an Employee's remote office will not count against their coworking allocation. The employer may require proof of the need for a temporary coworking space.

19.4. *COVID-19*

Although the unpredictability and severity of the COVID-19 pandemic has been steadily waning according to most medical experts, PESP remains committed to ensuring, to the best of its ability, that employees are safe in situations where staff is required or asked to meet in person.

To that end, the following are PESP's protocols relating to COVID-19 detection and prevention during all in-person internal staff gatherings:

PESP will require masking indoors at all internal in-person meetings if an immunocompromised staff member requests indoor masking. Staff are not required to inform the Employer if they are immunocompromised, and so it is the immunocompromised Employee's responsibility to inform the Employer of their condition and request masking to go into effect. All requests shall be directed to Operations Director and will be confidential. PESP will provide a hybrid option to attend meetings to those staff who are unable to travel due to health-related concerns as described in Article 20 (Travel).

The Employer will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees. This includes COVID-19 rapid antigen tests and KN95 masks for all in-person meetings.

Pre-Arrival

- a. Staff are required to take a rapid test 24 hours before arriving at their destination. A positive test result should be reported to one's supervisor or the Operations Director, and in such case staff shall not travel to the in-person gathering, but may attend using the virtual option.
- b. Staff attending PESP in-person meetings are required to wear masks on airplanes, at airports, and other public transportation.

Post-Arrival

- a. Rapid Covid tests will be made available by PESP.
- b. Masks (KN-95s) will be made available by PESP for anyone who would like to wear one. In the event that immunocompromised staff requests masking at the retreat, all staff will be required to wear masks indoors at internal staff meetings or events that occur during the work day.
- c. PESP will try its best to secure meeting room and dining options that provide for the greatest possible ventilation, including outdoor venues when possible.
- d. If a staff member feels sick at any point during the in-person gathering, that person is required to (1) quarantine in their lodging area and (2) take a rapid Covid test provided by PESP.
- e. If a staff member receives a positive test result during the in-person gathering, that person shall report the result to their supervisor or the Operations Director, and that person shall not participate in the PESP in-person meetings and after-hours activities with coworkers.
- f. If a staff member is quarantined for longer than the extent of the trip, PESP shall pay for such person to remain accommodated for 5 days from the positive test (test date is day 0), including travel arrangements, consistent with current CDC guidelines. If a staff member is not feeling well enough to travel after 5 days, PESP may extend the paid accommodations on a case-by-case basis.
- g. After-hours Social Activities: PESP recognizes that after-hours activities with colleagues are important features of in-person gatherings, especially for virtual organizations. However, we ask staff to use discretion in choosing an environment for such activities. For example, it is advisable for staff to avoid crowded places and try to stay outside when possible. If you feel you were in a risky situation where Covid-19 was likely present, it may be advisable to take a Covid test.

Adaptability

- a. Hybrid Option: The option to attend in-person gatherings via communications technology will remain available for staff members unable to travel as described in Article 11 (Travel). Staff should discuss the necessity of a virtual/hybrid option with their supervisor before the deadline for booking accommodations.
- b. As the prevalence and severity of various COVID-19 outbreaks ebbs and flows, it is important to keep a flexible policy with regard to the measures necessary to keep staff safe. Therefore, all COVID-19 policies for the organization shall be subject to a reassessment of their appropriateness should circumstances change. The Labor Management Committee (LMC) shall monitor such changes before each in-person retreat and recommend updates to the policy as necessary. No changes will be made without agreement of the Union. The LMC will update the COVID policy annually.

Article XX

Travel

20.1. PESP is a remote workplace where Employees will sometimes be asked to travel to investor meetings, conferences, in-person events, and staff retreats.

20.2 Staff retreats

PESP and the Union agree that in-person staff retreats are vital to organizational, team, and collegial relationship-building. In-person staff retreats require substantial planning, budgetary allocations, and time spent away from home and family. As such, PESP will hold two org-wide in-person staff retreats per year and will strive to schedule them in the Spring (March-April) and Fall (September-October). PESP will strive to hold retreats Tuesday-Thursday with Monday and Friday serving as travel days.

Work sessions will incorporate interactive strategic discussions, breakout groups, and fewer presentations. All after-work hour activities (after 5:00 pm), will not be mandatory for staff participation.

Staff retreats will be immediately followed by a three (3) day weekend for all staff who attended in-person. Necessary travel days shall be included as retreat days. If a travel day for the retreat falls on a weekend, all staff shall receive a comp day.

If the work required of retreat committee members routinely causes any member to work more than 40 hours a week it is grounds to create a workload improvement plan, as outlined in Article 10, lasting for the duration of their time on the committee.

20.3 Reimbursements for travel expenses

PESP will reimburse all work-related travel costs, including but limited to lodging, airfare, meals, car rental and other forms of transportation, and use of a personal vehicle for business purposes provided employees receive approval of and submit such expenses for reimbursement in compliance with PESP's expense reimbursement policy. For most travel, Employees are expected to pay for related costs upfront and be promptly reimbursed by the Employer, in accordance with Article 11: "Reimbursements."

Employees who are unable or wish not to pay for lodging, airfare, car rental, and other travel costs over \$250 upfront must notify the Operations Department once they become aware of the travel. Operations will then make arrangements to pay for the relevant travel costs upfront.

20.4 Advance notice for travel

Whenever possible, Employees will be provided with at least three weeks' notice for travel. The Union and PESP recognize that three weeks' notice may not be possible for in-person actions, investor meetings, and other types of in-person events related to campaigns and dynamically changing situations. In such cases, travel will be voluntary and cannot be compelled.

20.5 Right to refuse travel

The Union and PESP acknowledge that employees' work may require occasional travel to investor meetings, conferences, in-person events and actions, and staff retreats. Employees retain the right to refuse travel for the following reasons: 1) health or medical conditions that make travel unsafe; 2) emergencies (e.g., unexpected care for dependents or immediate family members, unexpected deaths, funerals, etc.); 3) major life events (e.g., weddings, births, etc.); 4) extreme weather conditions in the destination that make it unsafe to travel; and 5) less than three weeks-notice for travel. Employees have the right to request to not travel for other reasons and their supervisor will consider such requests on a case by case basis. Supervisors shall not unreasonably deny an employee's request not to travel.

20.7 "Buddy System" for Investor Engagement

When attending their first pension fund meeting or in-person investor engagement, PESP offers new staff members the opportunity to travel with a co-worker for company and guidance. PESP will cover all costs incurred by the staff person's "buddy," and allow time for the PESP staff member and their "buddy," to strategize around investor engagement. New PESP staff members are not required to utilize the "buddy system."

Article XXI

Transparency, Accountability, and Organizational Input

21.1. In accordance with Article 7, bargaining unit members will have the right to participate in non-management Committees dedicated to discussion and decision-making around PESP's strategic priorities (such as org-wide strategic plan, goals, and organizational procedures) and present written

documentation to be considered for inclusion into documentation presented to the Executive Director, Board or other stakeholders.

21.2. Management shall notify the Union of all board meetings at least three (3) weeks before each board meeting. All PESP staff including bargaining unit members have the right to attend board meetings, and to propose materials and agenda items for consideration at board meetings at least two (2) weeks in advance of the meeting. At least one (1) week prior to the board meeting, the Employer shall notify the Union whether they have accepted the Union's materials or agenda items to be included at the meeting, and the Employer shall share a final meeting agenda with the Union.

21.3. Management shall furnish all staff with a written report and meeting minutes within 2 weeks following each meeting of the PESP Board.

21.4. As a tax-exempt c(3) organization defined by the Internal Revenue Service (IRS), nonprofits embrace the values of accountability and transparency as a matter of ethical leadership, as well as legal compliance. The Employer shall provide the Union with the most recent 990-filing within one month of it being filed with the Internal Revenue Service.

21.5. As an organization that regularly faces threats from large, well-funded, and well-connected private equity firms that may seek to cut off its funding, PESP is very selective in where and how it discloses the names of its funders. PESP shall present a list of current and potential funders and funding amounts to staff on a biannual basis. PESP shall provide staff with a list of funders that can be disclosed without supervisor approval. Employees cannot disclose funders outside of this list without supervisor approval.

21.6. Budget: The Employer shall furnish organizational and teamwide budgets and budgets proposed for approval by the PESP board of directors to the Union upon request.

21.7. Partners and Stakeholders: PESP and the Union recognize that work with partner organizations and stakeholders is a critical aspect of our organizational mission. PESP and its employees shall approach our partner and stakeholder relationships with respect and democratic principles.

PESP recognizes that authentic power- and movement-building among stakeholders is critical for the work we do. As such, PESP shall not contract out bargaining unit work by paying organizations or stakeholders to participate in rallies, protests, and other actions. This language does not preclude PESP from paying for or reimbursing stakeholder travel and other expenses incurred by attendance for investor engagement and other actions for stakeholders and organizations.

Article XXII

Diversity, Equity, and Inclusion

PESP is an equal opportunity employer, committed to providing a work environment that is free of unlawful harassment. PESP prohibits discrimination based on a team member's actual or perceived race, color, creed, sex (including pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), gender or gender identity, religion, marital status/registered domestic partner status, age, disability, national origin or ancestry, medical conditions, sexual orientation, political affiliation, political activity and/or union activity, veteran status, prior conviction of a crime, or any other circumstance made unlawful by federal, state, or local laws in the United States. These protections apply to employees and applicants. Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

Specifically, PESP is committed to recruiting, hiring, training, and promoting qualified persons to all job titles without unlawful discrimination, and to administering all personnel actions, including compensation, benefits, transfers, layoffs or terminations, returns from layoff, training, education and social and recreational programs, without unlawful discrimination.

22.1. - Sexual Harassment Policy

Under various state and federal laws, sexual harassments includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where:

- submission to such conduct or communication is either explicitly or implicitly made a term or condition of an individual's employment; or
- submission to or rejection of such conduct or communication by an individual is used as a basis for employment decisions affecting such individual; or
- such conduct or communication has the purpose or effect of unreasonably interfering with an individual's work performance or creates and/or perpetuates an intimidating, hostile, or offensive work environment.
- As defined by law, sexual harassment can also take the form of other unwelcome conduct or communication that has the purpose or effect of unreasonably interfering with an individual's work performance or creates and/or perpetuates an intimidating, hostile, or offensive work environment. Such other conduct or communication sometimes takes the form of verbal abuse of a sexual nature, unwanted touching, leering, sexual gestures, a display of sexually suggestive objects or images, sexually explicit or offensive jokes, stories, cartoons, nicknames, slurs, epithets, and other communications of a sexual nature.

22.2. - Gender-Based Harassment Policy

Definition

PESP's commitment to equal employment opportunity includes its commitment to fostering an inclusive and welcoming environment for transgender and gender non-conforming employees. PESP recognizes that gender identity and gender non-conformity are highly personal matters, and that each individual is different and may have different needs. Accordingly, this policy does not anticipate every situation that might arise, and supervisors and managers are expected to respond in a professional, respectful, and compassionate manner as issues related to gender identity and gender non-conformity arise.

Point of Contact

Employees with questions or concerns regarding this policy should contact PESP's Operations department. The Operations Director is responsible for addressing all gender transition-related issues when an employee requests a workplace change or assistance regarding a planned or current transition.

Use of Preferred Name and Pronouns

Under this policy, PESP's expectation is that employees will address and refer to others by the name and pronouns displayed in their PESP signature. PESP will not tolerate the intentional misuse of an employee's name or pronouns, and such misuse violates PESP's policy on harassment in the workplace. PESP expects supervisors and managers to take the lead in ensuring that employees are addressed and referred to correctly.

22.3. - Reasonable Accommodation

PESP is committed to providing accommodations to all employees with disabilities. PESP will comply with the Americans with Disabilities Act and all other applicable federal, state, and local laws regarding disability discrimination and accommodation.

1. If an employee has a disability that substantially impacts one or more major life activities, the

employee may disclose their disability privately to PESP who must confidentiality document the disclosure. After such disclosure, the employee may request from PESP a reasonable accommodation to address employee needs while at work or during business-related activities and meetings that occur during the workday (9 a.m. - 5 p.m. in the time zone of the aforementioned employee).

2. PESP will provide a reasonable accommodation and apply the accommodations to any of the aforementioned activities in which the employee participates. The employer may require documentation from the employee's medical provider to support the need for a reasonable accommodation.

22.4. Bullying

Neither PESP nor the Union shall tolerate bullying behavior against an Employee in the course of their employment, including bullying that is the result of power-based harassment. Bullying is repeated, health-harming mistreatment of one or more people. Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves constitute bullying of an Employee if they are severe or pervasive:

- Slandering, ridiculing or maligning a person or their family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; making abusive and offensive remarks;
- Nonverbal gestures that convey threatening messages; using obscene gestures;
- Public humiliation or public reprimands;
- Deliberately excluding an individual or isolating them from work-related activities, such as meetings relevant to the employees work without a work-related reason;
- Unwanted physical contact, physical abuse or threats of abuse to an individual, their work area or their property;
- Constant criticism on matters unrelated or minimally related to the person's job performance or description;
- Persistently not allowing the person to speak or express themselves (i.e., ignoring or interrupting)

22.5. Retaliation

Retaliation against any Employee who, in good faith, reports or who participates in the investigation of violations of any policies against discrimination and harassment and/or this Agreement is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under this Agreement. Retaliation includes any threatening, intimidating, harassing, coercing or any conduct that would discourage a reasonable person from engaging in activity protected under this Agreement. Claims of retaliation based on filing a discrimination or harassment complaint or on participating in an investigation of a discrimination or harassment complaint should be reported by the Employee or by the Union on the Employee's behalf to the Operations Director and/or the Executive Director. PESP shall investigate all claims of retaliation promptly.

22.6. Complaint and Investigation Procedure

As a means to ensure a workplace free from discrimination, harassment, and bullying PESP 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 in this Collective Bargaining Agreement and 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:** PESP employees are strongly encouraged to come forward with a

complaint within a reasonable time of an incident but no more than ninety (90) days. Reporting additional incidents that support a pattern of harassment may go beyond ninety (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 is encouraged not to wait to report harassment until it becomes severe and pervasive. PESP 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 ED or their designee, and strive to complete in no longer than thirty (30) business 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 PESP representatives who are not the accused to be involved in the process when the accused is a representative of PESP.

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 PESP, 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 PESP 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, PESP 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 ED. If the report is made to a Supervisor, the supervisor should immediately notify the ED. 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 ED 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 ED, the complaint shall be reported to the Board Chair. For the remainder of this Article, if the complaint is against the ED, references to the ED 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 ED 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 ED or designee may attempt to resolve the matter informally.

(v) The ED or designee, will initiate an investigation to determine whether discrimination or harassment has occurred within one week of receiving the report. The ED 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 ED has a conflict, the Board Chair shall appoint the designee to conduct the investigation. PESP will strive to complete the investigation within 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 ED 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 ED or designee will inform 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 during the period of investigation, including separating the relevant parties. PESP 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, PESP will take prompt and appropriate action within one week of the conclusion of with proper investigation of the complaint.

(ix) If necessary, PESP will take steps to ensure that additional discrimination, harassment, or retaliation does not occur

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 8, Grievance Procedure.

If it is conduct by an employee or officer of an affiliate or by a vendor or consultant, then PESP 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, requesting that appropriate action is taken.

PESP values the use of restorative practices as an approach to non-punitive conflict management. PESP 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 ED or designee, and based on advice from legal counsel if sought, the ED shall determine appropriate action to be taken when a violation of this Policy has been established.

(xi) PESP 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 ED or designee fails to conduct the investigation promptly or maintain communication with the complainant in regard to the investigation, the complainant may follow the Grievance Procedure outlined in this collective bargaining agreement.

(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.

22.7. Accessibility

PESP will strive to ensure that in-person meeting spaces (such as for staff retreats and meetings with partners) are accessible to all participants. This may include, but is not limited to, ensuring that hotels and other meeting spaces have working elevators, are wheel-chair accessible throughout, and have handicap accessible bathrooms. In the event that a meeting space, investor meeting, conference, action, or other in-person work location is not accessible to an Employee, that Employee shall not be required to participate.

PESP shall not expect employees to be on camera during all internal and external meetings. If any employee consistently needs to be off camera, the Employer may request a documented need for reasonable accommodation.

PESP will ensure that retreat programming includes a one-hour lunch break and at least sixty (60) minutes of break time spread throughout the daily agenda. No Employees shall be required to work during a break period at a retreat.

Article XXIII Artificial Intelligence

Employees shall not be required to use generative AI to perform work that is editorial in nature, such as writing blog posts, reports, or emails. However, AI may be used directly by a bargaining unit employee to assist in the performance of work.

PESP shall not incorporate the use of AI into bargaining unit work in such a way that could result in reduction of hours and/or Employee layoffs.

No Employee shall be disciplined or otherwise penalized for electing not to use AI to perform work that is editorial in nature, such as writing blog posts, reports, or emails.

Article XXIV Document Retention

The Union and PESP recognize the legal risks inherent in the organization's work. Employees agree to abide by the organization's document retention policy. Communications (including written and digital) and documents related to the supervision of employees, administration of employee benefits, issuance of discipline, communications between employees and supervisors, and grievances are not subject to PESP's document retention policy.

Article XXV Separability

25.1. 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.

25.2. 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 XXVI No Strikes – No Lockouts

26.1. No Strikes. During the term of this Agreement, neither the Union collectively nor employees individually will engage in any no-work stoppages, picketing, sympathy strikes or any other form of economic action or interference with the Employer's business. Nothing herein is meant to interfere with bargaining unit members' section 7 rights under the NLRA.

26.2. No Lockouts. During the term of this Agreement, the Employer will not lock out any of the employees in the bargaining unit covered by this Agreement.

Article XXVII
Term of Agreement

27.1. This Agreement shall be in full force and effect from November 22, 2023, to and including November 22, 2025. At any time within one hundred eighty (180) days immediately prior to the expiration date of this agreement, the Employer or Union may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during such negotiations.

27.2. 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.

THE DENVER NEWSPAPER GUILD – CWA
LOCAL 37074, By:

Amanda Mendoza

Azani Creeks

Nichole Heil

Mary Bugbee

Tony Mulligan

PRIVATE EQUITY STAKEHOLDER
PROJECT, By:

Jim Baker, Executive Director

Aliya Glenn

Eileen O’Grady

Justin Flores

Date Signed: November 22, 2023

Appendix A: Performance Improvement Policy

PESP Performance Improvement Policy as of November 21, 2023. This language may be modified by the Labor-Management Committee.

Performance Improvement Policy

Performance management is key to sustaining a high-performing team where staff feel a sense of purpose and connection and take ownership overarching goals.

In addition to annual performance evaluations, PESP encourages you and your supervisor to discuss your job performance on a frequent and ongoing basis. Additionally, if any staff have performance issues with their Directors, please discuss directly with the Operations Director.

PIP steps

An initial performance warning conversation should be the first step in a performance improvement process. An **informal verbal warning** would be issued in a more casual one- to-one meeting. During this meeting, the supervisor and staff member talk about the issue(s) and what the employee needs to improve on and what (if any) roadblocks may be a hindrance. The supervisor would then notify the Operations Director that the meeting took place.

- **Schedule a meeting with the staff member > Discuss performance issues, what improvements need to be made along with any roadblocks that may be hindering performance > Inform Operations Director of meeting**

If the issue(s) persists, then a **formal verbal warning** would be issued during an arranged meeting between the supervisor and Operations Director, the staff member, and any other involved parties which will be officially documented. During this meeting, the supervisor involved will present the evidence of the issue(s) to the staff member, discuss the issue(s), possible resources which would include extra training, coaching, or support for the staff member. This could include practical hands-on coaching that helps the employee improve their job performance.

- **Inform Operations Director that a formal verbal meeting needs to take place > Inform and schedule meeting with staff member (along with any other relevant parties) > Discuss and document meeting along with any resources mentioned that could help job performance**

If a staff member's performance does not improve within 60 days after the formal verbal warning meeting, the employees' supervisor would contact the Operations Director, which would be followed by a performance improvement plan (PIP). A PIP is a written plan with clear steps to help staff members get to the expected level of performance for their role. It lays out the standard, the actions the staff member needs to take, and the support and oversight they will receive during the process. PIPs are designed to give staff members the best chance to improve on performance issues and to assist supervisors with considering all options when dealing with performance issues.

Once a decision is made for an employee to be placed on a PIP, the supervisor, with the assistance of the Operations Director and Executive Director will meet in person with the employee to discuss the formal

period of evaluation and issuance of PIP and to identify the specific areas within the employee's job description where demonstrated and sustained improvement must occur in order to meet benchmarks outlined in the PIP. The supervisor should also establish a reasonable period of time, relative to the nature of the problem, for the employee to demonstrate improved performance (usually ninety days).

- **Supervisor informs Operations Director that a PIP is needed > Supervisor will complete the PIP template > Meeting scheduled within 14 business days with staff member, Operations Director and Executive Director where supervisor will review the PIP and discuss specific benchmarks and timelines for improvement > PIP form will be documented in the staff member's personnel folder**

Supervisors shall use the following template for the development of a PIP, and where possible, include employee input on the ways to correct/remedy the unsatisfactory work performance.

Consequences including but not limited to promotion eligibility, demotions, job assignments/transfers up to terminations are determined by and will be at the discretion of department directors and Executive Director.