

CONTRACT

Denver Newspaper Guild-CWA Local 37074 (Union)

and

SEIU Local 105 (Employer)

February 1, 2023 to January 31, 2026

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**AGREEMENT BETWEEN
DENVER NEWSPAPER GUILD-CWA Local 37074
(SEIU LOCAL 105 FIELD STAFF)
AND
SEIU LOCAL 105**

This Agreement is entered into by and between SEIU Local 105 hereinafter referred to as SEIU and the Denver Newspaper Guild-Communications Workers of America Local 37074 hereinafter referred to as "DNG".

MISSION STATEMENT

Our mission at SEIU Local 105 is to come together in solidarity to grow our power by organizing, developing, and positioning working people at the forefront of our work to empower our collective voice in our industries, in our workplaces, in our communities, and our democracy for all.

The parties agree that our joint mission is to advance the interests of Local 105 members, to build power for all working people and to be a leader in the progressive labor movement.

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

**ARTICLE 1
Recognition**

SEIU hereby recognizes DNG as the exclusive collective bargaining representative for non-administrative staff, currently including Organizers, communication Specialist, Strategic Researcher and Junior Web Developer and including any new related positions., and the past and present work performed by those employees. The parties agree that supervisors, office/clerical employees, temporary employees and project employees (employees hired for special campaigns whose salaries are funded by subsidies from the Service Employees International Union) are not covered by this agreement, except as provided below.

The parties agree that a temporary or project employee who is employed from outside of an SEIU Local 105 bargaining unit whose employment is continued beyond six (6) months shall be reclassified as a regular employee unless the temporary employee is hired to cover the leave or absence of a regular employee, in which case, the temporary status may be for the length of the leave.

It is agreed that such temporary and project organizers shall be exempt from the wage provisions of this agreement except that SEIU agrees to negotiate with DNG on wage scale placement when such employee is reclassified as a regular employee. It is also agreed that temporary or project employees are not covered by the contract provisions regarding reduction in force and eligibility

for bidding vacancies. Such employees shall be eligible for the other provisions of this Agreement unless mutual written agreement of SEIU and DNG waives other specific provisions.

Temporary or project employees are subject to reassignment for extended and potentially indefinite periods of time. SEIU will, at the time of hire, inform all employees they may be reassigned for extended and potentially indefinite periods of time.

SEIU agrees to notify DNG on a timely basis of any changes which have significant impact on the bargaining unit, including but not limited to, the reassignment of temporary or project employees and the hiring of new bargaining unit members. When a new employee is hired, a member of the bargaining unit will be allowed to present a new employee orientation during the onboarding process. The new employee orientation will be scheduled by SEIU Local 105 and occur at SEIU Local 105 offices. The Employer shall notify the Union of the scheduled day and time. The presentation shall be one (1) hour in length, on paid work time to inform new hires of their Union rights and obligations and to answer any questions. A representative from senior staff will not be present during this orientation.

We share a common belief that a collective bargaining relationship between SEIU Local 105 and DNG uniquely transcends the normal collective bargaining process between employees and Employer in that the interest of both are not in opposition, but in common.

SEIU Local 105 and DNG agree that in order to attain our common goals and enhance the quality of our work, we must treat each other with dignity and respect and work collaboratively.

ARTICLE 2

Non-Discrimination

This is intended to apply to recruiting, hiring, promotions, upgrading, layoffs, compensation, benefits, termination, and all other privileges, terms, and conditions of employment. SEIU Local 105 shall not discriminate against any person or employee because of race, creed, color, ethnicity, religion, sex, sexual orientation, gender expression, gender identity, national origin, immigration status, education, marital status, ancestry, age, disability, pregnancy and nursing, veteran status, HIV status, income, or union activity.

SEIU is an equal opportunity employer. SEIU is firmly committed to maintaining a work atmosphere in which people of diverse backgrounds may grow personally and professionally. All parties to this contract agree to treat each other with respect and dignity.

*Gender identity is defined as a person's real or perceived internal sense of being male, female, some combination of male and female, or neither male nor female.

*Gender expression is defined as the physical and behavioral manifestations of one's gender identity.

SEIU considers workplace bullying unacceptable. SEIU encourages all employees to report any instance of bullying behavior to their immediate supervisor and/or another manager. Any reports of this type will be treated seriously and investigated promptly and impartially.

ARTICLE 3

Union Membership and Check-off

Not less than thirty (30) calendar days following the execution of this Agreement or not less than thirty (30) calendar days following the beginning of employment, whichever is later, all employees covered by this Agreement shall, as a condition of continued employment, become and remain members in the Denver Newspaper Guild to the extent of remitting to DNG, an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in DNG, whenever employed under and for the duration of, this Agreement.

Upon receipt of a properly signed form, SEIU agrees to deduct all dues, fees and COPE contributions and remit same to the Secretary of DNG or his/her designated recipient.

Per the Constitution and Bylaws of SEIU Local 105, a staff member is eligible to become a regular member or associate member of Local 105. SEIU agrees to deduct membership dues upon receipt of a signed SEIU Local 105 dues authorization card.

ARTICLE 4

Issue Resolution

An effective means of resolving issues is in the interests of all parties. Solving workplace concerns quickly and by those most directly involved is essential to reducing conflicts and grievances and creating a more constructive work environment. This procedure has a system for raising and quickly resolving workplace issues using interest-based problem solving by those directly involved with the issue.

Issue Resolution

Issues are raised at the work unit (team) level and the stakeholders within the work unit will meet in a timely manner to attempt to resolve the concern. If the concern continues to remain unresolved the parties will discuss and mutually agree on any next steps to follow. Issue resolution is an alternative to, however it does not replace the Grievance Procedure.

If the concern is generated from the employee to the Union Steward or Representative, the Union shall notify the supervisor. If the concern is generated by the supervisor or by the employee to the supervisor, the supervisor shall notify the Union Steward or Representative about the need for a meeting.

SEIU and DNG agree to attempt resolution through informal discussion so that the submission of a written grievance may not be necessary. The dialogue shall focus on resolving the issue to the satisfaction of all parties on an informal, amicable basis. Facts surrounding the issue(s) shall be presented, reviewed, and options discussed. Issues(s) must be addressed within a reasonable period of time.

Either party can convene a meeting concerning the issue with two weeks' notice to the other party. If either party requests for an Issue Resolution meeting in writing giving rise to the concern shall preserve the timelines as noted in Article 6, Grievance and Arbitration. This

process shall continue until either party informs the other in writing that they are either considering the issue resolved or are moving the issue through the Grievance process.

ARTICLE 5

Corrective Action and Discipline

The Corrective Action Plan has six levels: Oral Reminder Written Warning and Action Plan, Corrective Action Plan, Suspension, Day of Decision and Termination. The first two steps are informal with no documentation in the personnel file. All general attendance, performance and conduct issues begin at Level 1 corrective action and progress through levels 2, 3, 4, 5 and 6. For more severe infractions, the process may begin at Level 2 or above, up to and including Level 6 Termination. The goal is to jointly correct the attendance, performance or conduct, rather than punish the employee. An employee who disputes any action at any level under this procedure shall have the right to file a grievance.

This shall be applied to every level of discipline in this Article. If the supervisor sees that discipline may be necessary, an initial meeting will be called. The employee in question and their supervisor will select a date to have an initial discussion on the situation. Both parties will present evidence and discuss relevant information to the case at this initial meeting.

A follow-up meeting will be scheduled after this initial meeting where, if management deems discipline is necessary, a level can be assigned by management subject to the grievance and arbitrations procedures in this Contract.

.Level 1 – Oral Reminder

Manager and employee meet privately to:

- o Identify the root cause
- o Develop solutions
- o Work together to solve problem
- o Write up a summary detailing each party's commitment and outlining future expectations (placed in manager's file only not exceeding one year.)

Level 2 – Written Warning and Action Plan

Manager, employee and steward meet privately to

- o Together develop a plan to help employee succeed
- o Plan will detail timelines and everyone's roles
- o Write up a summary detailing each party's commitment (placed in manager's file only not exceeding one year)

Level 3 – Corrective Action Plan

Manager, employee and steward

- o Jointly develop Corrective Action Plan
- o Written plan outlines the employee's commitment to improvement
- o Plan will detail timeline and everyone's roles
- o Goal remains to help employee succeed

- o Plan placed in SEIU personnel file not to exceed one year
- o It is designed to be repeated as often as necessary to help employee be successful

Level 4 – Suspension (optional step at management’s discretion)

If the infraction is so severe it warrants a discipline greater than Level 3 but does not warrant termination the employee may be placed on a one-day unpaid suspension. This Level 4 may also be used as an optional step in the progression of corrective action.

- o Employee placed on one unpaid day of suspension
- o Jointly develop Corrective Action Plan
- o Written plan outlines the employee’s commitment to improvement
- o Goal remains to help employee succeed
- o Plan placed in SEIU personnel file not to exceed one year
- o It is designed to be repeated as often as necessary to help employee be successful

Level 5 – Day of Decision

If the infraction is so severe that immediate termination is justified, or no change in performance/behavior has been achieved through the progression of corrective action, the Employer may offer this Level 5 Day of Decision in lieu of termination. If the employee and union representatives accept the offer, the manager, next level manager, employee, steward and next level union representative meet to invoke Day of Decision. If the offer is rejected, the employee will be terminated.

- o Employee placed on one paid Day of Decision
- o If employee decides to change performance behavior, manager, employee and union will write up a Last Chance Agreement
- o Everyone will sign agreement
- o Agreement placed in SEIU personnel file not exceed one year

Level 6 – Termination

If the infraction is so severe that immediate termination is justified, or no change in performance/behavior has been achieved through the progression of corrective action, and the Employer has decided against offering Level 5, or Level 5 has already been utilized, the employee will be terminated

Employees may be disciplined or discharged only for just cause. However, since the ability to motivate workers and move them to action is an essential component of job performance, SEIU may discipline for failure to meet reasonable performance standards.

SEIU will advise the Employee of their right to have a Union representative present and the nature of the complaint against her or him prior to any meeting in the corrective action process. If the employee requests union representation, the discussion shall not proceed until the union representative or representatives is/are given reasonable opportunity to be present at such meeting provided it does not present unreasonable delay.

SEIU agrees to maintain personnel files for each employee. An employee may review his/her file upon request. A copy of any formal disciplinary document placed in an employee file also shall be mailed to the Guild. An employee may place reaction material in response to any item

in his/her file. A disciplinary document shall remain in the employee file for not more than one year from the date of the incident. The parties recognize and agree the nature of some disciplinary infractions may require that they be kept in the file for longer than one year. Any disciplinary notice not removed after one year will be identified and reviewed by SEIU and DNG.

ARTICLE 6

Grievance and Arbitration Procedure

Grievance Defined

A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement, or a complaint that an employee has, in any manner, been unfairly treated. Earnest efforts will be made to settle grievances by applying the following procedures, and except in case of termination, the parties agree to attempt to resolve grievances with informal discussions prior to reducing them to writing.

Processing Grievances

Step 1

Within fifteen (15) days of occurrence of a grievance, the affected party shall present the complaint to the other party in writing. The parties shall meet and attempt to resolve the dispute. The responding party shall respond in writing within 5 days of such meeting.

Step 2

If the disposition of the grievance in the previous step is not acceptable, the grieving party may so inform the other party within ten (10) days of receipt of the answer in the previous step. SEIU President and/or his/her designee, shall meet with representatives of DNG and attempt to resolve the dispute.

Step 3

If the disposition of the grievance in the preceding step is not acceptable to the grieving party, the grieving party may notify the responding party in writing of their intent to arbitrate the grievance within ten (10) days of receipt of the answer in the previous step. The arbitrator shall be selected and the proceedings shall be conducted in the following manner.

- A) Within ten (10) days after filing the request for arbitration, SEIU and DNG shall each appoint one (1) person to serve as a selector and the two (2) persons so appointed shall, within (10) days after appointment choose and designate an arbitrator.
- B) If no agreement is reached in the selection of an impartial arbitrator within the time limits prescribed above or within any mutually agreed extension of such time, either party may then request the Director of the Federal Mediation and Conciliation Service to submit a panel of arbitrators to the parties. Within ten (10) days after receipt of such panel each party shall strike three names alternately with the first strike determined by lot and with the remaining name being designated as the arbitrator. Such arbitrator shall be notified of his/her appointment to hold a hearing in the matter.

Arbitration proceedings

The arbitrator's decision shall be reduced to writing and shall be final, conclusive and binding upon the parties. The arbitrator shall have no authority to add to, modify, amend, or otherwise change any provisions of this Agreement.

Expenses of Arbitration

DNG and SEIU shall each assume the expense of presenting its own case and shall share equally the expenses and fees of the arbitrator.

ARTICLE 7

Seniority

Seniority is defined as the length of continuous service from the date of hire with SEIU Local 105. Any employee who has been a regular employee of Local 105 and thereafter performed work in a paid status with the International Union shall be credited with time worked in that capacity for purposes of Local 105 seniority. Further, employees hired into temporary, project status, OIT or on lost time who later becomes regular employees shall have their prior service in such status credited for seniority purposes as long as the service was continuous and occurred immediately before their date of hire as a regular employee. Any hours worked full-time or part-time as a temporary employee, project employee or while on lost-time within six months before becoming a regular employee shall be counted toward the employee's seniority, but not their probationary period as outlined in Article 7, Section 2, unless the temporary employee, project employee or lost-time employee was doing the same work as a regular employee. In this case, any hours worked in this capacity will be credited towards the six months' probationary period.

Seniority shall prevail in the assignment of shifts, vacation scheduling, and filling vacancies provided the senior employee has the necessary skills and qualifications to perform the job with minimal training or unless such seniority preference would have a significant adverse impact on SEIU's program or representation obligations. For layoffs and reduction in force, seniority shall prevail within the affected job classification provided the senior employee has the necessary skills and qualifications to perform the job with minimal training or unless such seniority preference would have a significant adverse impact on SEIU's program or representation obligations. A laid-off employee will be allowed to bump back into a position held within the year prior to their layoff date as long as the employee does not have a Level 3 disciplinary notice or higher in their personnel file at the time of the layoff.

1) Termination of Seniority

An employee's seniority shall terminate if he/she:

- A) quits or is discharged for just cause
- B) fails to return to work at the expiration of an Employer-approved leave of absence
- C) retires.

2) Probationary Period

New employees shall be on probation for a period of six (6) months and as such may be terminated at SEIU's discretion and without recourse to the grievance procedure. Probationary

period rules as outlined in this section, such as but not limited to the six months' probationary period and 90-day extension, will begin from their date of hire as a regular employee, unless the temporary employee, project employee, or lost-time employee was doing the same work as a regular employee. In this case, the Employer agrees to provide all check-ins, feedback and training for the employee as outlined below.

When any new employee is hired into the DNG unit and has previously worked for SEIU Local 105 as a temporary employee, project employee, or lost-time employee, the hiring manager will notify the new hire in the offer letter of employment if the manager considers the new hire to be eligible for credit toward their probation period. This notice will include the hiring manager's calculated amount of credit and the date of the new hire's expected completion of their probation period.

During the probationary period, SEIU shall provide regular check-in, feedback and training for the employee. No later than 90 days after the date of hire, the appropriate lead or director will schedule a meeting with the employee in order to review job performance. The final review meeting shall take place no later than 180 days after the date of hire. Failure of the employee to respond in a timely fashion or make an attempt to reschedule final review meeting shall constitute scheduling of the meeting, provided that the SEIU-request is made one week before the employee's last day of probation. If the final review meeting is not scheduled and conducted within the timelines above, the employee shall be deemed a regular employee effective the day after the missed timeline. The reviews will utilize a check-list with CLC input, provide specific performance-related feedback and will include a development plan to address any deficiencies, which will be provided to the employee in writing.

In addition to the six (6) month probationary period, an extension of up to 90 days will be granted provided SEIU provides justification for said extension. In the event SEIU did not schedule a review within the first 90 days or conduct a review within the first 120 days, no extension shall be granted because the employee shall have been deemed a regular employee. Probationary employees are encouraged to request evaluations as provided in Article 13 Staff Development.

SEIU shall give two months' advance notice to a probationary employee of any weakness that may exist in his or her performance which, if not corrected, could result in his or her discharge prior to or on the expiration of his or her probationary period and shall notify the employee of an extension prior to the expiration date of the original probation.

3) Reduction in Force

In the event SEIU determines that a reduction in staffing is necessary, SEIU shall meet with DNG to discuss such reduction with at least 60 days' notice before any reduction in force.

A call for volunteers to be laid off shall be made. Volunteers that are laid off shall receive a severance of one (1) week pay for every one (1) completed year of service up to 26 weeks. If no volunteers come forward seniority shall prevail within job classification, provided the senior employee has the necessary skills and qualifications to perform the job with minimal training or unless such seniority preference would have a significant adverse impact on SEIU's program or

representation obligations. Employees who are laid off shall receive a severance of one (1) week of pay for every one (1) completed year of service up to 26 weeks.

An employee scheduled to be displaced by layoff in one job classification may be retained, upon the employee's request in an available position in another job classification if such employee has the necessary skills and qualifications to perform the job with minimal training.

In case of layoff of a permanent employee, four weeks written notice shall be given the employee and DNG. Except in the case of demonstrable, extreme financial distress of SEIU, the employee will have the option of receiving two weeks' pay in addition to the four weeks written notice. An employee may choose to separate employment immediately upon receiving notice and receive two weeks' pay.

- A) Any employee laid off shall be placed upon a rehire list in seniority order for one year. When a bargaining unit position previously held by a laid off employee at the time of their layoff is to be filled, SEIU shall first notify the employee for that position on the rehire list of the opportunity to return to work. If more than one employee is on the recall list, the most senior employee who previously held that position shall be recalled first. Such recall notice shall be made to the last known email and mailing address of the employee via certified mail. The employee shall have three business days from the date of first delivery attempt to accept the return to work offer and shall be available to return no more than three weeks after the notice is delivered. Upon their new hire date, the employee's previous service time at the local will be counted toward their seniority. Employees who had a Level 3 step disciplinary notice or higher in their personnel file at the time of layoff will not be eligible for the recall list.

4) Continuation of Seniority

Employees will continue to accrue seniority as follows:

- A) When on paid sick leave for a period up to 6 months
B) When on Union leaves of absences

ARTICLE 8 Hours of Work

Both parties recognize that the nature of the work requires long, irregular hours including frequent weekend and evening work. SEIU will not act unreasonably in the scheduling of work. SEIU will not act unreasonably in the scheduling of employees. SEIU will establish relatively equivalent work expectations for all staff.

1) Relief Time

The parties understand that due to the mission of SEIU Local 105 and the needs of its members, organizers may be required to work long and irregular hours; to work on weekends and holidays and to work away from home for extended periods.

The purpose of relief time is to provide staff members with relief from the hard work required of staff to accomplish the mission of SEIU Local 105.

Each DNG member shall receive six (6) days of paid relief time every calendar year as follows in accordance with when they are hired on or after the below dates:

| | |
|-------------|---|
| First half | 3 relief time days |
| | January 1 st = 3 relief days |
| | March 1 st = 2 relief days |
| | May 1 st = 1 relief day |
| Second half | 3 relief time days |
| | July 1 st = 3 relief days |
| | September 1 st = 2 relief days |
| | November 1 st = 1 relief day |

No employee shall have more than 3 relief days available at any given time without written approval from the Chief of Staff or designated representative.

Relief time must be scheduled by mutual agreement with the supervisor and will not be unreasonably denied. Relief time may not be carried over from half-year to half-year. Under extenuating circumstances an exception to carry over relief time can be requested by the employee and must be approved by the Chief of Staff or designated representative. If carry over is denied, the Chief of Staff or designated representative and employee shall arrange for the employee to use the expiring relief days prior to the end of the half-year. Upon separation of employment, unused relief time will not be cashed out.

Whenever possible, at the request of the employee, the parties will endeavor to combine a relief day with a weekend to allow a three-day weekend.

2) Comp Time:

SEIU employees will get at least one day off a week. In the event that an employee is required by their supervisor to work seven days a week in any given work week, they shall accrue an additional day off with pay.

Employees will get at least two days off per week in at least two weeks in any given four-week period. In the event that an employee does not get at least two days off at least two times in two work weeks in any given four-week period, they will accrue an additional comp day for each of the third and/or fourth weeks in which they did not receive two days off.

If extraordinary circumstances exist, an employee may request and SEIU may grant additional day(s) or hours off with pay, not to be unreasonably denied. The 60 hours referred to below is solely the threshold for accruing additional relief time and is not the standard workweek:

- Any hours to be worked over 60 needs the approval of the division director.
- Comp time for approved hours worked over 60 will be granted as follows: 1 hour comp time for every 1 hours worked over 60 hours.

- The provisions of Article 8, Section 2 will not be in effect three weeks prior to the final date of a union recognition election or card check, Labor Peace Act election, or political election, or strike authorization vote, or prior to the first date of a strike. In the case of a strike, the provisions will not be in effect for the length of the strike.

All comp time accrued from January 1 through November 30 shall be used by the end of the calendar-year. All comp time accrued in December shall be used by the end of the first quarter of the following year.

3) Flexible Scheduling:

In the event that an employee is required to work long hours in a day, such employee will be permitted to flex their hours within that work week if work plan allows and the director or designee approved.

ARTICLE 9 Holidays

Paid Holidays

- A) The following annual holidays shall be observed with no deduction in salary:
- New Year's Day
 - Martin Luther King Jr's Birthday
 - Caesar Chavez Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Last work day before Christmas Day or Last work day before New Year's Day
 - Christmas Day
 - Employee's Birthday
- Three floating holidays (per calendar year, prorated for new employees as follows):
- Hired prior to May 1: 3 floating holidays
 - Hired on or after May 1 but prior to September 1: 2 floating holidays
 - Hired on or after September 1: 1 floating holiday
- B) Any of the above holidays may be substituted for another day of the employee's choice. Prior notification is required in writing to immediate director or designee for approval.
- C) Floating holidays may be taken in half-day increments.
- D) An employee with more than three (3) months of continuous service shall be eligible to take their floating holidays with mutual agreement of SEIU.

Holiday Pay for Holidays Worked

If an employee is required to work on any of the holidays designated in this Article, the employee will receive compensatory time for the hours worked on the holiday.

Holidays Observed

Holidays falling on Sunday will be observed on the following Monday: holidays falling on Saturday will be observed on the preceding Friday unless mutual agreement otherwise by the parties.

ARTICLE 10

Vacation

Length of Vacation

Each employee will accrue vacations with pay as set forth in the immediately following schedule:

- a) From date of hire through the first full year of service, employees shall accrue .19233 days per week paid, equivalent to ten (10) days per year.
- b) From the employee's first anniversary date through the fourth full year of service, employees shall accrue .2885 days per week paid, equivalent to fifteen (15) days per year.
- c) From the employee's fourth anniversary date through the ninth full year of service, employees shall accrue .38463 days per week paid, equivalent to twenty (20) days per year.
- d) From the employee's ninth anniversary date, employees shall accrue .48077 days per week paid, equivalent to twenty-five (25) days per year.

The employer shall keep accurate records of vacation accrual and utilization, and shall make those records readily available to employee.

Only for the purpose of establishing vacation accrual levels upon hire, new employees shall be given service credit for time employed by SEIU International or an SEIU affiliated local. A member hired out of an SEIU 105 bargaining unit into a staff position shall commence accrual at no less than the employee's accrual rate in their unit position.

When an employee schedules and takes a full week (five days) of vacation, the vacation week shall include the Saturday and Sunday prior to and after the five days of vacation.

Vacation Selection

Vacation may be used as it is accrued. Vacation selection will be granted with mutual agreement of SEIU, and such agreement shall not be unreasonably denied. Seniority shall prevail in the selection of vacation.

Holiday During Vacation

If a holiday, as defined in this Agreement, falls during an employee's vacation, such employee will receive an extra day of paid vacation.

Vacation Scheduling

Staff members are expected to submit vacation requests with reasonable advance notice, taking into account current and upcoming campaigns. An employee shall schedule and take enough vacation to assure that the employee has no more than one week more than one year's accrual

accumulated at any given time, unless otherwise agreed between the parties. Such cap on vacation accrual is described below.

| Years of Service | Accrual Cap |
|------------------|-------------|
| 0 – 1 | 10 days |
| 1+ – 4 | 20 days |
| 4+ – 9 | 25 days |
| 9+ | 30 days |

Employees shall accrue vacation on an ongoing basis from their date of hire. Within three months of an employee reaching their vacation accrual cap, the supervisor and the employee shall schedule a vacation using existing procedures under Vacation Selection for the purposes of not reaching the cap. Failing that, SEIU may assign the time. Once an employee reaches their cap, they shall not be permitted to accrue any additional vacation time until they have used enough vacation time such that their vacation time accrued drops below the cap, except in the circumstance described below.

When the Employer becomes aware of an upcoming campaign or other assignment that may limit the employee's ability to take vacation time, the Employer shall inform the Union of such campaign or assignment. Once the details of the plan have been determined, the Employer shall provide at least two (2) weeks advance notice of the start of the campaign or assignment.

If, during the timeframe of a campaign as referenced above, an employee will hit their cap, the Employer shall allow the employee to continue accruing until the completion of the campaign and the employee can use enough vacation time such that their vacation time accrued drops below the cap.

An employee may elect to designate, in writing, vacation time in excess of the accumulation limits above, to be converted to a Parental Leave Bank, up to a maximum of twelve (12) weeks of leave time. The Parental Leave Bank time may be accessed for use during FMLA leave upon the birth or adoption of a child. If parental plans change, the Employee will notify his/her supervisor. Within 12 months of the notification date, the Employee may utilize the accrued time in the Parental Leave Bank as paid time off. The process for scheduling this paid time off will follow the provisions set forth in Article 10. Any remaining Parental Leave Bank time after 12 months will be cashed out at 50% of value in a lump sum payment. Any unused banked time in the Parental Leave Bank at time of separation of employment will be eligible for cash-out at 50% of value in a lump sum payment.

Vacation cash-out will only be permitted with the mutual agreement of the parties. **Request for changes in the vacation schedule shall not be unreasonably denied.**

ARTICLE 11

Sick Leave, Insurance and Pension Plans

Sick Leave

- A) SEIU shall grant sick leave, with pay, which shall accrue at the rate of one day per month. There shall be no maximum in the amount of sick leave an employee may accrue.
- B) SEIU shall grant sick leave with pay for parental leave, personal illness, family illness, doctor appointments, other medically related treatments and/or doctor appointments for the employee and their family members as requested by the employee.
- C) Sick leave may be taken in accordance with state and local law.
- D) Employees may donate up to five (5) accrued sick days to another staff member who is seriously ill and has exhausted their sick leave, provided the donating employee has at least ten (10) sick days remaining after the donation of days. No employee shall receive donations totaling more than 96 hours per year, unless mutually agreed otherwise between DNG and the COS or President of SEIU 105.
- E) An employee may donate up to five (5) accrued sick days to another staff member for the purposes of approved parental leave, provided the donating employee has at least ten (10) sick days remaining after the donation of days. The receiving parent may only receive up to five (5) sick days per approved parental leave from other staff.

Insurance

Effective the first day of the month following employment as a regular full-time employee, SEIU shall pay the premium to provide health insurance through Kaiser Foundation Health Plan of Colorado for each regular full-time employee and his or her spouse, domestic partner and other eligible dependents as defined by the insurance plan or applicable law.

An employee who opts out of the health plan shall be paid an amount equal to 75% of the employee-only monthly premium for that employee. SEIU will require proof of alternate coverage before allowing an employee the opt-out option.

SEIU shall reimburse employees up to \$500 yearly for out-of-pocket co-pay expenses under the Kaiser Plan.

SEIU shall also provide dental, vision, accident and disability/life insurance, short-term and long-term disability insurance at no cost to the employee. The premiums for any additional coverage voluntarily chosen by the employee will be paid by the employee through payroll deduction.

SEIU shall include bargaining unit representatives in appropriate meetings with the insurance broker regarding plan changes, plan design and rates for the following year. SEIU may change to other insurance plans with equivalent or greater coverage with the agreement of DNG.

Upon the agreement of SEIU and the employee, alternative health and/or dental coverage will be paid for providing relatively equivalent coverage commensurate with the premiums of the benefits outlined above.

Pension Plan

SEIU agrees to participate in the Service Employees International Union Office and Employee Pension Fund on behalf of all eligible employees who are paid a salary of at least \$4,000 per year for their service, pursuant to Article 19 of the SEIU Constitution and Bylaws.

If the pension plan is frozen or the contribution is reduced, either party can request a contract opener on the pension provisions in this Article 11.

Part-time/Temporary Employees

A regular or temporary part-time employee (whose employment is projected to be 90 days or more) shall be eligible for participation in SEIU's health plan on a prorated basis. If SEIU is unable to enroll the employee in the health plan, SEIU may provide compensation in lieu of payment.

ARTICLE 12 **Leaves of Absence**

Personal Leave

After one year's service, a leave of absence without pay may be granted at the discretion of SEIU for up to six months. While on such personal leave, bargaining unit employees will not lose or accrue seniority. Any such request will not be unreasonably denied. SEIU shall not be required to contribute to health insurance premiums during personal leave.

Medical Leave

The Employer shall comply with all provisions of the FMLA, whether or not the Employer falls below the minimum number of employees to be legally bound by FMLA. The Employer shall comply with any other applicable Federal, State, or Local laws governing Family and Medical Leave.

During medical leave, employees may use accrued sick leave including donated leave, vacation, relief days and comp time for the period prior to commencement of short term disability pay, and to supplement the 60% of pay provided by short term disability, up to 100% of regular pay.

With the mutual agreement of the parties, extensions of medical leave beyond six months may be granted.

SEIU will continue to be responsible for all insurance premiums for up to the first six months of any such leave.

Parental Leave

After an employee has completed two years of service, they will be eligible to receive one week of paid parental leave upon the birth, pre-birth complications, or adoption of a child, or foster care of a child for the purposes of adoption.

After an employee has completed three years of service, they will be eligible to receive a second week of paid parental leave upon the birth, pre-birth complications, adoption of a child, or foster care of a child for the purpose of adoption, provided that the employees has exhausted all sick and vacation time available.

The paid parental leave described above can only be used one time per year, calculated starting from the occurrence of one of the eligible events listed above. Employees may elect to use accrued vacation, time from the parental leave bank and sick time with paid parental leave (including donated sick days) within the twelve (12) months after one of the eligible events listed above occurs.

Paid parental leave can be used to supplement Short Term Disability

Employees shall be guaranteed the return to the position held at the time of taking parental leave, at the same rate of pay received prior to the leave, including any negotiated increases. Employees shall suffer no loss of seniority during parental leave. All insurance coverage shall be maintained for the employee and dependents while on such leave.

Adequate accommodations for nursing and/or expressing milk shall be made.

Funeral Leave

Employees shall be allowed three (3) days bereavement leave without loss of pay in the event of a death of a family member or other person with whom the employee has a close relationship. If death occurs outside a one hundred fifty (150) mile radius of the employee's place or residence, the employee shall be excused for two (2) additional days without loss of pay. The employee may extend bereavement leave by a maximum of thirty (30) days through any combination of first, previously unscheduled vacation and then unpaid leave if the request is made to the President or designee before the end of the initial paid bereavement leave period.

Jury Duty

Any employee required to serve as a member of a jury, or subpoenaed as a witness, will be permitted to perform such service without loss of salary.

Union Leave

SEIU will grant reasonable request for leave of absence without pay for Union business each calendar year, provided written request is made by an authorized representative of DNG which states the reason for such leave.

Domestic Violence Leave

Upon reasonable advance notice (except in cases of imminent danger to the health and safety of an employee), an employee shall be eligible for leave from work to obtain a civil protection order or other judicial relief from domestic abuse, medical care or mental health counseling, legal advice or secure housing or to meet with law enforcement officials, to consult with attorneys or district attorneys' victim advocates, to attend court proceedings related to the domestic abuse of an employee or an employee's family member, to establish a safety plan or to obtain other assistance.

ARTICLE 13

Staff Development

Staff Skill Development

The parties acknowledge the benefits of regular staff evaluations. The best interests of SEIU are served when all levels of staff receive appropriate, timely training. Staff evaluations will be reciprocal, regular and on-going and non-disciplinary. Evaluations shall be completed on forms created by the CLC.

In the first year of employment written evaluations will be given according to Article 7, Section 2; and at twelve (12) months from the date of hire. After the first year of employment, evaluations will occur on or about the employee's anniversary date of hire. Evaluations may occur as needed by management or as requested by employees and to be conducted within fifteen (15) business days from the request.

The purpose of the evaluations shall be to identify employee skills and determine development needs. The parties agree that, within reason, mutually identified training needs shall be jointly addressed in a timely manner with a staff development plan.

The parties agree to advance jointly a list of staff development options including identifying and posting training opportunities. Options for staff development are varied and may include in-house, community, other union, local, or possibly national education. Staff development shall be consistent with organizational goals and resources.

A staff person desiring to enhance skills, knowledge, and/or ability to perform tasks relevant to their existing position or another position in Local 105 may request specific training. Such requests shall be evaluated on the basis of appropriateness and cost effectiveness but shall not be unreasonably denied.

Organizing Training

Recognizing that organizing is the foundation of all bargaining unit positions, all new employees hired into a bargaining unit position shall be provided training on the SEIU organizing model as soon as possible but no later than 6 months from starting employment.

Lead Training

All bargaining unit employees accepting Lead assignments shall be provided Lead training.

Affirmative Action

SEIU and DNG jointly recognize the desirability of increasing employment opportunities for minority groups, women, and SEIU members. Both parties see Affirmative Action as an ongoing process and will pursue a program of recruitment and training with emphasis on career advancement.

Filling of Vacancies

The Guild bargaining unit members shall be notified of all job openings within SEIU 105 including senior staff positions to encourage professional development and the advancement of experienced staff members. When a staff vacancy occurs, the Employer shall post the openings

for five (5) working days, to give employees the opportunity to apply for the vacant position and will not interview candidates during that period. Internal candidates meeting the minimum qualifications for the position will be ensured of an interview prior to the position being filled.

Exit Interviews

Exit interviews can provide valuable feedback for SEIU 105 and specific teams about what conditions drive turnover and how we can continue to build a more sustainable work culture. The Employer may conduct exit interviews to all resigning or retiring employees with a non-direct supervisor, within their announced notice period, in order to continue improving our workplace policies.

Upon request by the employee, any employee leaving employment shall have an exit interview with a non-direct supervisor within their announced notice period.

ARTICLE 14 Rights of Management

SEIU retains the right to define its program, establish union wide goals, prioritize work to best benefit and strengthen our membership within Local 105, along with making assignments necessary for its implementation. SEIU retains the right to manage and direct the work force, including the right to hire, promote, transfer, discipline or discharge for just cause, issue work rules and other normal rights of management unless limited by specific provisions of this Agreement.

ARTICLE 15 No Strike – No Lockout

During the term of this Agreement, there shall be no strike including sympathy strikes, or informational picketing, by DNG and no lockout by SEIU. No employee shall be required to cross a lawful picket line sanctioned by the Denver Area Labor Federation.

ARTICLE 16 Union Political Activity

Members of bargaining unit may become members of SEIU Local 105 and shall have the right to run for any office designated as a full time paid position, subject to the eligibility requirements of SEIU Local 105's Constitution and Bylaws. The parties agree that all disputes related to employment issues shall be resolved through the Grievance/Arbitration provisions of this Agreement and shall not have standing under Article 19 of the Local's Bylaws.

DNG agrees not to interfere or participate as an organization in the internal political affairs of SEIU Local 105 or Service Employees International Union elections or endorse candidates for office.

ARTICLE 17

Expenses

Employees will be reimbursed for reasonable business expenses incurred while working for SEIU Local 105, included but not limited to cellular phone expenses consistent with expense policies adopted by SEIU.

Employees will be given a per diem up to \$65 per day for food while assigned out of town in accordance with SEIU policy. During the life of this Agreement the per diem amount shall not be reduced. Should SEIU policy change to reflect an increase to the per diem employees shall receive such increase to per diem amounts accordingly. Should SEIU policy and/or law change to allow advance payment of per diem, the Union and Employer shall meet and discuss the possible implementation of such advance payment of per diem.

Employees required by management to have a car to perform their work duties will receive a monthly car allowance for the cost of maintaining an insured automobile for business purposes according to the following schedule:

2023: \$495
2024: \$505
2025: \$515
2026: \$525

Furthermore, employees required by management to have a car will be paid at the rate of \$0.22 per mile driven for business purposes as long as the sum of the monthly allowance and \$0.22 per mile combined is greater than the amount the IRS mileage rate would provide for the same number of miles.

For example, at an IRS mileage rate of \$0.625 per mile, the \$495 allowance and \$0.22 per mile sum is greater than the amount the IRS rate would provide for up to 1,222 miles per month.

X = car reimbursement
Y = mileage reimbursement
Z = miles per month
V = IRS rate

$$X + (Y * Z) > V * Z$$

All miles driven in a month beyond that point shall be reimbursed at the current IRS mileage rate.

Employees not required by management to have a car to perform their work duties will receive the current IRS rate per mile driven for business purposes in lieu of receiving the car allowance.

ARTICLE 18

General Wage Provisions

Employees shall be paid every other Friday. Employees shall have the option of direct deposit of paychecks.

The Employer shall grant experience credit upon hire equal to the employee's relevant prior experience. Relevant shall mean that the newly hired employee has previously worked in the same or similar job classification. The Employer shall also consider granting credit for translatable skills, abilities, and experience directly related to the position they are being hired into.

Upon the affected employee's request, when an employee transfers from one primary vocation within the bargaining unit to another, such as from external organizer to internal organizer/representative, experience credit granted upon hire shall be re-evaluated. If the employee has more relevant experience related to the new position, the employee's experience placement shall be adjusted accordingly.

Disputes over salary placement of new hires or re-placement of transferred employees, based upon their experience, qualifications, and abilities shall be referred to the CLC for discussion. The Parties understand and agree that the process described above in this paragraph is not grievable but may be referred to the President if it is not resolved at the CLC. Upon request, CLC members shall be provided with relevant information and documents prior to the CLC meeting.

Should SEIU create a new position within the bargaining unit, SEIU shall furnish DNG with the proposed job description and the parties shall negotiate placement of the position within existing pay classifications or negotiate a new pay classification.

On their anniversary date, employees shall advance through the steps within their pay level based on length of service from date of hire or, in cases of promotion, date of promotion.

Excepting vacations, when there is not a Director or Coordinator leading the work of a sector for more than two consecutive weeks, the employee who is fulfilling those roles and responsibilities shall be paid an additional \$100 per week, when designated to do so by the President or their designee.

Lead Organizers shall be paid 4% above scale as a differential when assigned to perform Lead work as defined in the Lead criteria to be developed by the CLC. Absent agreement at the CLC, management may implement the criteria.

No employee shall have their pay level or step reduced.

An employee who is required, in the regular course of their assigned duties, to use a second language will receive a fifty (\$50.00) dollars per pay period differential subject to such an employee demonstrating an oral fluency in the second language required.

For any translation work that would take more than one hour per work day to complete a professional external translation service will be utilized.

The below scales shall be effective retroactive to February 1, 2023 with a five percent (5%) COLA. As reflected below, effective February 1, 2024, the Wage Scale shall be increased by five percent (5%) and effective February 1, 2025 the Wage Scale shall be increased by five percent (5%). There shall be a 3% difference between each step.

Employees shall be placed on the step corresponding with Addendum 1. Beginning with Step 1, which was formerly Step 4.

| Steps | 2/1/2023 | | 2/1/2024 | | 2/1/2025 | |
|--------|------------|-------------|------------|-------------|------------|-------------|
| | Weekly | Annual | Weekly | Annual | Weekly | Annual |
| Step 1 | \$1,142.66 | \$59,418.32 | \$1,199.79 | \$62,389.08 | \$1,259.78 | \$65,508.56 |
| Step 2 | \$1,176.95 | \$61,201.40 | \$1,235.80 | \$64,261.60 | \$1,297.59 | \$67,474.68 |
| Step 3 | \$1,212.26 | \$63,037.52 | \$1,272.87 | \$66,189.24 | \$1,336.51 | \$69,498.52 |
| Step 4 | \$1,248.62 | \$64,928.24 | \$1,311.05 | \$68,174.60 | \$1,376.60 | \$71,583.20 |
| Step 5 | \$1,286.08 | \$66,876.16 | \$1,350.38 | \$70,219.76 | \$1,417.90 | \$73,730.80 |
| Step 6 | \$1,324.66 | \$68,882.32 | \$1,390.89 | \$72,326.28 | \$1,460.43 | \$75,942.36 |
| Step 7 | \$1,364.40 | \$70,948.80 | \$1,432.62 | \$74,496.24 | \$1,504.25 | \$78,221.00 |
| Step 8 | \$1,405.33 | \$73,077.16 | \$1,475.60 | \$76,731.20 | \$1,549.38 | \$80,567.76 |
| Step 9 | \$1,447.49 | \$75,269.48 | \$1,519.86 | \$79,032.72 | \$1,595.85 | \$82,984.20 |

ARTICLE 19 Health and Safety

Occupational health and safety is the mutual concern of SEIU, DNG and all employees. Employees or DNG shall report safety and health hazards of which they are aware to SEIU management.

DNG and SEIU will discuss health and safety concerns jointly at CLC meetings and will develop solutions together. The CLC shall address all health and safety concerns that are reported. When there is an imminent health and safety concern, DNG or SEIU may call an emergency CLC meeting.

When an employee reasonably believes that the completion of an assigned task will put them in danger, the employee may elect to perform other meaningful work related to their assignment or campaign for the remainder of that shift, or until the safety issue is resolved. The employee shall report the safety concern to their supervisor as soon as reasonable. The employee will work with

their supervisor to accomplish the task safely, or find alternate tasks if the safety issue cannot be resolved. Unresolved safety issues shall be reported to and addressed by the CLC.

When the office is closed due to weather or other hazardous conditions employees shall receive their full pay for the period of the closure.

Recognizing that hazardous weather conditions may affect some employee's ability to commute or drive to assignments differently, when the office is not closed, the following shall apply:

Employees who are unable to report to the workplace or drive to assignments due to weather may work from home performing meaningful work related to their assignment or campaign.

If no meaningful work is available, the employee may use vacation, floating holidays or relief time for the day(s). The employee shall not perform any work that day.

ARTICLE 20

Collaborative Leadership Committee

The purpose of the Collaborative Leadership Committee (CLC) is to avoid misunderstandings, promote and improve communication, problem solving, diversity, and increased effectiveness of the SEIU staff as a whole and to develop a more democratic organization. The CLC cannot change the language or the application of the collective bargaining agreement. The CLC is empowered to deal with subjects outside of the labor agreement as well as with the application of the agreement.

The CLC shall meet within 30 days of the execution of this agreement. SEIU and DNG-covered employees shall meet as the committee for ten (10) meetings upon request and no more than once a month in a calendar year unless a different schedule is mutually agreed upon by both parties, to discuss issues and topics that either side deems important, including organizational direction, staff development, affirmative action, diversity, and application of this Agreement.

SEIU and DNG-covered employees will be represented equally on the committee with at least two (2) representatives from each party. If appointed delegates are not available, alternates may be appointed.

ARTICLE 21

Term of Agreement

This Agreement is hereby made effective February 1, 2023 and expires January 31, 2026. At any time within two months immediately prior to the expiration date of this agreement SEIU or DNG may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during such negotiations.

For the Employer
SEIU Local 105

For the Union
DNG-CWA Local 37074

Stephnie Felix-Sowy
Shelly Fowlkes
Andy Jacob
Luis Sanchez
Luis Ponce

Jamie Landa
Keith Ohler
Kyle Ganroriski
Warren Niffenegger
Alejo Gonzalez
Sandra Lopez

February 23, 2023
Date Signed