

Collective Bargaining Agreement

Western Colorado Alliance for Community Action
and
The Denver Newspaper Guild – CWA Local 37074

January 1, 2024 – December 31, 2025

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COLLECTIVE BARGAINING AGREEMENT
between
Western Colorado Alliance for Community Action
and
Denver Newspaper Guild – CWA Local 37074

Agreement

THIS AGREEMENT is made and entered into effective January 1, 2024 by and between Western Colorado Alliance for Community Action (hereinafter referred to as the “WCA”, or “Employer”) and the Denver Newspaper Guild – CWA Local 37074 of The NewsGuild, Communications Workers of America, AFL-CIO-CLC. (hereinafter referred to as the “Union” or “Guild”).

Article I – Recognition

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

Organizer
Lead Organizer
Coordinator
Finance Administrator
Office Administrator

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

1.3. Jurisdiction: The Union’s jurisdiction is recognized as covering employees of the Employer as provided in Section 1.1 above and includes the kind of work normally and presently performed and such work as has been performed in the past by bargaining unit employees and any new or additional work assigned to be performed by bargaining unit employees.

Article II – Union Security

2.1. If and when an election is conducted and eligible employees approve the ratification of an all-union requirement pursuant to Colorado Revised Statute 8-3-108, and certification by the Colorado Department of Labor and Employment (CDLE), The Employer shall require as a

condition of employment of each bargaining unit employee that the employee become and remain a member of the Union in good standing not less than thirty (30) days following either (1) the date when the CDLE certifies the all-union shop, such that this Union Shop provision becomes legally enforceable, or (2) the date the employee is hired, whichever occurs later.

Article III – Payroll Deduction of Dues

3.1 The Employer agrees to make collections of Union dues bi-monthly through payroll deductions from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Employer. This authorization shall continue in effect until canceled by written notice to either the Union, or the Employer 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 10th 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.

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

Article IV – Management Rights

4.1 Subject to the terms of this Agreement, the Employer is vested with the management of the organization, the operation of departments covered by the collective bargaining agreement and the authority to execute all the various duties, functions and responsibilities incident thereto. The Employer reserves and retains solely and exclusively all of its normal, inherent and common-law rights to manage the organization. The Employer reserves the right to implement and modify policies to the extent not in conflict with this agreement; provided that the Union reserves the right to bargain to impasse over any proposed changes to just cause.

Article V – No Strikes or Lockouts

5.1. The Union and employees agree they will not authorize, ratify, or condone a strike during the term of this Agreement. The Employer agrees not to lock out the Union and employees during the term of this Agreement.

5.2. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action, if an employee refuses to perform any service which the Employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employee.

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, any disciplinary meeting or any meeting that the employee believes may affect their relationship with the employer. An employee shall be given reasonable advance notice when such discussion is scheduled, and the employee shall be informed of the nature of the complaint against them. If a request for a union representative is made, the discussion shall not proceed until the union representative is given a reasonable opportunity to be present. 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 three (3) 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.

6.4. Personal Improvement Plans (PIPs) shall be used as a resource in order to assist employees to achieve expectations prior to any discipline and shall be used in conjunction with progressive disciplinary steps listed in Section 6.1 above. PIPs shall not be considered a disciplinary step.

Article VII – Grievance/Arbitration Procedure

7.1. The Guild shall designate a committee of its own choosing to take up with the Employer or authorized representative any disputes regarding the interpretation of this agreement, discharges, discipline, wages and/or other terms and conditions of employment.

7.2. Before filing a formal grievance concerning a non-disciplinary issue, and within thirty (30) calendar days after the employee or the Guild knew, or by reasonable diligence should have known, the facts giving rise to the dispute, the Guild shall bring the matter to the Employer's attention and agrees to attempt to resolve any issue or dispute through discussions with the Employer's designated representative.

7.3. Within fourteen (14) calendar days after the first meeting conducted under Section 7.2, the Guild may file a written grievance as provided below. The written grievance shall explain the dispute, include a specific statement of the remedy sought, and request a meeting regarding the dispute.

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

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

7.5. If the parties resolve the dispute, the resolution shall be promptly reduced to writing and signed by at least one representative for each party. If the parties are not able to resolve the dispute, the Employer's designated representative shall respond to the grievance in writing within five (5) calendar days of the meeting, or either party may refer the dispute to the resolution step.

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

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

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

7.8. At any time prior to or after a grievance is submitted to arbitration, by mutual agreement, the Employer and the Union may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.

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

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

7.11. After an arbitrator is selected, the arbitration hearing shall be held promptly. Each party shall bear its own expenses of preparing and presenting its own case at the hearing. The costs of

such arbitration shall be borne equally by the Employer and the Guild, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Either party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The party requesting the certified court reporter shall pay the court reporter's fees and pay for copies of the transcript for itself and the arbitrator; the other party shall pay the cost of a copy of the transcript for itself, if requested.

7.12. The arbitrator shall limit their decision to the application and interpretation of the provision(s) of this Agreement and shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the grievance presented for resolution.

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

7.14. The time limits contained in this Article are considered to be of the essence, but the Parties may mutually agree in writing to extend such time limitations.

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

Article VIII – Labor Management Committee

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

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

Article IX – Union Representation

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

9.2. 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

Union agrees to give the Employer advance notice of its intent to visit the workplace facility and Union representatives will comply with all Employer safety policies during such visits.

9.3. The Employer shall provide the Union a channel on its Google platform or any other similar platform the Employer utilizes in the future.

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

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

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

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

Article X – Separability

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

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

Article XI – Hours and Scope of Work

11.1. The normal work week for full-time employees is forty (40) hours per week, inclusive of a daily hour paid lunch break. Employees will normally be scheduled for an eight-hour day Monday through Friday, with the understanding that all bargaining unit employees may be required to work longer hours and/or alternate hours. Physical office hours are from 9:00 AM to 5:00 PM Monday through Thursday. and 9:00 AM to 1:00 PM Friday. Employees may work a flexible schedule, as long as the employee is able to perform their job duties to the standards established by the Employer. Employees shall be responsible to keep their calendar updated and their managers apprised of their schedule. The employee's responsibility to keep their calendar updated and manager apprised shall not apply in cases of emergencies, illnesses, or other similar situations. Managers shall respect existing schedules and shall not arbitrarily and unilaterally modify an employee's schedule without reasonable justification.

If an overtime exempt employee works during a holiday or approved paid time off, they shall be given compensating time off.

If hourly employees are required to work during a holiday or approved paid time off, they shall be paid time and a half.

There are certain events and meetings that all employees are required to attend:

- Staff meetings and retreats
- Western Colorado Alliance's annual meeting

Employees may be required to attend portions of Board meetings that pertain to their responsibilities

Full-time organizers should plan to attend the WORC June meeting; typically one organizer will be expected to attend the WORC December meeting

11.2. Overtime exempt bargaining unit employees who work over 40 hours in a week shall accrue compensatory time at a rate of one hour per hour worked over 40 hours in a workweek. The employee should endeavor to take the compensatory time within two (2) months from the date it is accrued. Accrued, unused compensatory time may be assigned by the employer after such two (2) months period. Employees shall not work and accrue more than five (5) hours of compensatory time per week, unless otherwise approved by a supervisor. Such requests shall not be unreasonably denied. No employee shall be required to work more than seven consecutive days, with the exception of exigent circumstances (e.g. Weeklong Training and GOTV work or unforeseen campaign situations). Any time an employee is required to work more than seven consecutive days, the employee and supervisor will work together to plan for the employee to take time off.

Employees shall complete timesheets provided by the organization for every pay period, tracking their time worked, comp time earned and used, paid time off used and other time tracking as required by Western Colorado Alliance.

Timesheets for hourly employees will be completed and turned into supervisors by 5:00 PM every other Tuesday with the understanding that it will take 3-4 days to process payroll. Hourly employees who do not turn completed timesheets in by the deadline will have to wait until the following pay period to receive their paycheck.

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

11.4. Hourly employees shall receive overtime pay in accordance with applicable federal and state laws. For the purpose of this provision the workweek shall be Saturday through Friday.

11.5. Allocation of work to employees other than those which are regularly assigned to do such work shall be equitable.

11.6. Time spent in transit by employees traveling to and from out-of-town assignments, using reasonably expeditious means of transportation, including drive/ride time to and from airports/hotels, all time in airports and all flight time shall be considered working time. Employees will receive mileage reimbursement for miles driven for work purposes at the allowable IRS mileage rate.

11.7. Employees must submit work plans to their supervisors by the agreed upon time between them and their supervisor every week.

Article XII – Vacation

12.1. Employees shall accrue vacation from their date of hire. Vacation may be used during the anniversary year before it is accrued. Upon separation employees shall be paid for all accrued and unused vacation.

12.2. During the first year of employment through the first three years of employment, employees shall accrue at the rate of 3.3846 hours of vacation per week worked, 176 hours, twenty two (22) days per year.

After 3 complete years of employment, employees shall accrue at the rate of 3.8462 hours of vacation per week worked, 200 hours, twenty five 25 days per year.

12.3. Employees may have no more than one year of unused vacation at any given time. When an employee accrues beyond the accrual limit, accrual shall stop until the employee uses enough vacation to be below the limit. Vacation beyond those limits will be allowed by the Employer to be taken by the employee on dates coordinated between the Employer and Employee. Compensation time does not count towards this limit.

Employees must submit a vacation request at least one week in advance of vacation. Requests for vacation shall be approved by the Executive Director or an employee's direct supervisor, provided that the needs of the organization can be satisfactorily met.

In the case of the Executive Director absence, the Executive Committee or its designee will provide such approval. Employees must submit a vacation request at least one week in advance of vacation.

For vacations of two weeks or more in duration, employees shall seek the approval at least thirty (30) days in advance of the planned vacation. The employee is responsible for noting time-off on the office calendar.

Article XIII – Sick Leave

13.1. Sick leave is designed to protect employees against loss of income during periods of legitimate illness, injury or disability. Sick leave may be used to cover absences caused by the

illness of or injury to the employee, employee's immediate family or domestic partner. Mental health days are an appropriate use of sick leave.

It is the employee's responsibility to notify their supervisor and the office for each day of absence unless other arrangements have been made.

13.2. For full-time employees, paid sick leave shall begin accruing on the first day of employment and will accrue and accumulate at the rate of one (1) day per month, accumulative to 24 days.

13.3. If all cumulative sick leave has been used, as has earned vacation days, an additional ten (10) days unpaid sick leave per year, non-accumulative, may be allowed to full-time employees at the discretion of the Executive Director. In special circumstances, additional unpaid sick days may be granted at the discretion of the Executive Director.

13.4. If an employee is eligible for short term disability, worker's compensation, FMLI, or any other wage replacement, they are required to apply for it and WCA may use accrued sick leave to supplement such pay. Sick leave does not count toward accrual to be paid out when employees leave.

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

Article XIV – Paid Leaves

14.1. Parental Leave:

(a) Employees are eligible to take parental leave for the birth or adoption of a child.

(b) The leave is available to both parents, regardless of gender, for up to one (1) year from any time between the onset of the pregnancy and one year following the birth of the child, or the earlier of the date of adoption or adoption leave commencement.

(c) Effective January 1, 2024, Employees are eligible for a maximum of twelve (12) weeks parental leave under FMLI, the first four weeks receiving full pay supplemented by the employer. This period does not include the employee's sick time. Employees may use available sick leave in order to achieve no wage loss during parental leave (i.e., maintain 100% of gross wages during leave).

(d) Parental leave may be used on an intermittent basis for up to one (1) year from the first utilization of such leave; provided that as much notice is provided to the Employer as possible.

(e) Employees are expected to notify their manager of their parental leave plans as soon as reasonably possible but not less than ninety (90) days in advance of their anticipated date of leave, if possible.

(f) An employee adopting a child shall be entitled to the same provision of parental leave. Western Colorado Alliance understands that the adopting parents may not be able to satisfy the request for ninety (90) days advanced notice.

14.2 Personal Leave:

- . Each full-time employee shall receive two (2) days paid personal leave to be used during each calendar year. Such leave shall not accumulate from one year to another. Personal leave shall be granted by the Executive Director.
- b. An additional two (2) days of unpaid personal leave for full-time employees may be granted under the same terms described above.

14.3. Leave for Jury Duty:

- (a) For Employees who are summoned for jury duty, Western Colorado Alliance will pay the employee their full pay for the duration of jury duty. Employees should notify their manager upon receiving a summons for jury duty and provide a copy of the summons to their manager.
- (b) In the event that an employee is excused from jury duty during their regularly scheduled work hours, they must contact their manager for direction on whether or not they must report to work.

14.4 Emergency Leave

A maximum of two (2) days paid emergency leave in any calendar year may be granted at the supervisor's discretion to any full-time employee. Such leave may be granted for things such as automobile accidents, fires, inclement weather, or court appearances that cannot be deferred until a later date.

14.5. Bereavement Leave:

- (a) An employee shall be excused from work for a up to ten (10) days at their supervisor's discretion based on the relevant circumstances (e.g., travel, responsibilities to the deceased), either taken consecutively or intermittently, 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 mutual agreement. The Executive Director, at their discretion, may grant bereavement leave for the death of an individual not covered by the above.
- (b) Employees are required to notify their manager as soon as possible of their intention to utilize bereavement leave.

14.6. Community Impact Leave:

- (a) Employees shall be entitled to one (1) paid day annually for positive community impact. This time shall not accumulate from year to year and must be approved at least

two (2) weeks in advance by management. Community impact activities include, but are not limited to, volunteering for 501(c)3s, local schools, or other community events.

14.7. Sabbatical Leave

For each five (5) full years of employment with Western Colorado Alliance at full-time status, full-time employees shall be entitled to apply for a sabbatical of up to six months which may be used for professional development opportunities. If approved, a maximum of three (3) months of this sabbatical shall be paid by the organization. No vacation or sick leave benefits can be accumulated during a sabbatical. Insurance benefits shall be paid for the employee during their absence.

The employee is required to make an additional employment commitment of one year upon their return from a sabbatical. If the employee does not fulfill this commitment and leaves for circumstances within their control they may be required to reimburse the organization for the appropriate proportion of their paid sabbatical. For example, if an employee leaves the organization six months after they have returned from a sabbatical, they shall be required to pay back to Western Colorado Alliance 50 percent of their paid sabbatical.

A schedule and plan for a sabbatical must be submitted to and approved by the Executive Director six (6) months prior to the proposed start of the sabbatical. This schedule and plan shall address what professional development opportunities the employee will pursue to enhance their own skills and benefit the organization.

Article XV – Holidays

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

15.2. The Employer shall publish a list of observed holidays on or before December 15th for the following calendar year. The minimum number of observed holidays in a calendar year shall be no less than eleven (11). The following holidays will be guaranteed to all employees:

New Year's Day

Birthday of Martin Luther King, Jr.

Memorial Day

Juneteenth

Independence Day

Labor Day

Indigenous Peoples' Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

One Day before or after Christmas Day at Employee's discretion

Employees may be granted paid leave for other religious, ethnic, and/or culturally significant occasions, in exchange for other holidays listed above.

If a holiday falls on a weekend, the nearest weekday shall be considered as the holiday.

If employees work on a holiday, they can “bank” it and use it at a later date at the discretion of the Executive Director.

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

Article XVI –Expense Reimbursement

16.1. Expenses for Travel: It is WCA’s policy to reimburse employees for business related expenses while at the same time urging employees to keep those expenses as low as possible. The following will set out WCA’s policy regarding these expenses and the reimbursement thereof.

The Employer shall pay for travel expenses including airfare, train fare, hotel stays, and car rentals. The Employer shall reimburse employees for reasonable travel expenses such as meals and/or use of a personal vehicle (at the rate determined by the IRS) for business purposes. The purpose of the trip must be fully explained on the Expense Reimbursement form.

16.2. Employees who are required to attend Western Colorado Alliance functions outside of their regularly scheduled working hours are entitled to be reimbursed for child care expenses to attend such functions within the limits of the Western Colorado Alliance budget. Approval of this reimbursement for the staff will be made by the Executive Director. It is understood that employees will pursue the least-cost options for reliable, safe, and temporary child care at all times.

16.3. Meals and/or nonalcoholic beverages may also be reimbursed when an employee hosts a member, prospective member, major donor, or meets with staff offsite. These expenditures should be kept to a minimum. When reporting them on expense forms, the name(s) of the persons included in the expense and the purpose of the expense need to be indicated. At no time will the expense for alcoholic beverages be reimbursed. For additional expenses, an employee must request pre-approval from their supervisor prior to spending the money to be reimbursed. No sales tax will be reimbursed under most circumstances.

16.4. Technology Stipend:

Employees will receive a technology stipend of \$25 per pay period from WCA for business related use of their personal cell phones and technological services.

16.5. All expenses must be reported in a timely manner. Expense reports must be accompanied by original receipts and approved by a supervisor. For the purposes of expense reporting, hard copies of receipts or photographs of hard copies of receipts can be considered as an original. If a receipt has been lost or is unavailable, an explanatory memo must be attached to the expense

form stating the nature of the expense, amount, date and reason there is no receipt with supervisor approval. Requests for expense reimbursement will be paid within a calendar month of the date of submission of a complete report accompanied by all the required documentation. The executive director reserves the right to question and/or deny any request for reimbursement that has not been approved previously in writing.

Article XVII – Hiring, Seniority and Severance Benefits

17.1. Hiring: WCA commits to following best practices to ensure a diverse, equitable and inclusive hiring process, including efforts to seek out diverse applicants. Upon hiring, the union steward will also get a guaranteed hour with all new hires to discuss history, culture, and rights of all employees in the unit.

17.2. Seniority: Seniority shall be defined as an employee's total service with WCA, including any paid leaves of absence. Additionally, employees who have service as a fellow or intern in the prior twelve (12) months from their date of hire as a regular employee shall have their time as a fellow or intern bridged upon hiring. If an employee leaves WCA and is rehired within one (1) year, they will retain their previous seniority status.

17.3. Layoffs:

(a) If the Employer has a need to reduce its workforce through layoffs or the dissolution of WCA, it shall provide the Union with forty (40) calendar days advance notice of their intention to layoff bargaining unit employees. The notice shall include the number of employees the Employer has scheduled for layoff for each job classification. During the forty (40) calendar day period the Employer and the Union shall meet to discuss the reason(s) for the layoff and alternatives that may alleviate the need for such layoff. During the forty (40) calendar day period the employer shall accept volunteers to be laid off from employees in the job classifications contemplated for the reduction in force. Such volunteers shall receive severance and COBRA reimbursement as provided in Section 17.3(c) below.

(b) If at the conclusion of the forty (40) calendar day notice period the Employer wishes to proceed to a layoff, then it shall proceed by laying off employees in the following manner.

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

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

Should management and the LMC disagree as to whether a more senior employee does or does not possess equally adequate skills and abilities to perform the remaining work as compared to a more junior employee, or has displayed ongoing performance issues, the employer may proceed with such a layoff. The Union may grieve the decision under the provisions of Article VII, Grievance Procedure.

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

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

Length of Service	Severance Pay Continuation of Health Benefits (Medical, Dental Vision)
Less than one (1) year of service	Two (2) weeks of salary plus Health Benefits continue through the end of the month the employee left WCA and the subsequent month post layoff. The Employer will reimburse employee the equivalent of the full cost of the COBRA premium for one (1) month (upon receipt of documentation of premium payment)

One (1) year or more of service	Four (4) weeks of salary plus Health Benefits continue through the end of the month the employee left WCA and the following two (2) months post layoff.
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(d) **Recall:** Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff conditional that the employee has not defamed the Employer, its officers, managers or directors, either publicly, to WCA members, partners in the movement, or others who could reasonably be considered to have potential impact on WCA's business reputation and relationships. The Employer may not contract out work or hire a new employee to perform the work that a laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of the laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within two (2) business days and report within an additional two (2) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report.

A recalled employee that is laid off again within the first twelve (12) months following a recall shall not be eligible to receive the severance and COBRA benefits set forth herein in connection with the second layoff.

Article XVIII – Wages

18.1 Minimum Annual Salaries or Wages at Full Time:

1/27/23 increase	4%
1/1/24 increase:	3%
1/1/25 increase:	3%
Lead differential	2%

Organizer				
Step	Board retreat amounts	with 1/27/23 COLA increase	1/1/2024	1/1/2025
Start	\$40,706	\$42,334	\$43,604	\$44,912
After 1 year	\$41,927	\$43,604	\$44,912	\$46,260
After 2 years	\$43,185	\$44,912	\$46,260	\$47,648
After 3 years	\$44,481	\$46,260	\$47,648	\$49,077
After 4 years	\$45,815	\$47,648	\$49,077	\$50,549
After 5 years	\$47,189	\$49,077	\$50,549	\$52,066

Lead Organizer				
Step			1/1/2024	1/1/2025
Start			\$44,476	\$45,811
After 1 year			\$45,811	\$47,185
After 2 years			\$47,185	\$48,601
After 3 years			\$48,601	\$50,059
After 4 years			\$50,059	\$51,560
After 5 years			\$51,560	\$53,107

Office Administrator				
Step	Board retreat amounts	with 1/27/23 COLA increase	1/1/2024	1/1/2025
Start	\$44,479	\$46,258	\$47,646	\$49,075
After 1 year	\$45,813	\$47,646	\$49,075	\$50,548
After 2 years	\$47,188	\$49,075	\$50,548	\$52,064
After 3 years	\$48,603	\$50,548	\$52,064	\$53,626
After 4 years	\$50,062	\$52,064	\$53,626	\$55,235
After 5 years	\$51,563	\$53,626	\$55,235	\$56,892

Communications and Membership Coordinator				
Step	Board retreat amounts	with 1/27/23 COLA increase	1/1/2024	1/1/2025
Start	\$48,602	\$50,546	\$52,062	\$53,624
After 1 year	\$50,060	\$52,062	\$53,624	\$55,233
After 2 years	\$51,562	\$53,624	\$55,233	\$56,890
After 3 years	\$53,109	\$55,233	\$56,890	\$58,597
After 4 years	\$54,702	\$56,890	\$58,597	\$60,355
After 5 years	\$56,343	\$58,597	\$60,355	\$62,165

Finance Administrator				
Step	Board retreat amounts	with 1/27/23 COLA increase	1/1/2024	1/1/2025
Start	\$53,107	\$55,231	\$56,888	\$58,595
After 1 year	\$54,700	\$56,888	\$58,595	\$60,353
After 2 years	\$56,341	\$58,595	\$60,353	\$62,163
After 3 years	\$58,031	\$60,353	\$62,163	\$64,028
After 4 years	\$59,772	\$62,163	\$64,028	\$65,949
After 5 years	\$61,566	\$64,028	\$65,949	\$67,928

(b) Employee's paid less than the Colorado minimum for overtime exempt status (\$55,000 in 2024) shall be hourly, overtime eligible employees. Employees paid more than the Colorado minimum for overtime exempt status who's job duties meet the criteria for such exemption may be classified as salaried, overtime exempt.

(c) Implementation of minimum salaries/wages. Upon implementation of this Agreement, current employees shall be placed in the scale at the greater of the amount based on their job title and length of service or the amount within their job classification that is greater than the employee's current pay.

18.2. Compensation:

(a) Compensation amounts set forth in this Agreement are minimum amounts, and nothing herein shall prohibit the Employer from paying employees amounts above such minimums in its discretion.

(b) In the event that the Employer creates a new title doing substantially the same work as the job classifications set forth in Article I – Recognition, the Employer may temporarily set the minimum salary for such title. The Employer shall notify the Union via email of the new job title and description with its corresponding minimum salary. If the Union disagrees and wishes to negotiate over the temporary minimum salary set by the Employer it shall send an email request to bargain within seven (7) days of receiving

the Employer's notice. If no request is made the temporary minimum salary shall become permanent. If a request is made the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, the Union may submit the dispute to arbitration. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.

(c) Data from wage surveys in relevant fields should be considered when setting the salary for any new job, substantially changed job, or any classification brought within the jurisdiction of this Agreement.

(d) No employee shall have their salary reduced as the result of implementing the wage minimums, or data from wage surveys.

Article XIX – Promotions and Job Descriptions

19.1. Job Descriptions:

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

(b) The Employer shall post the job descriptions on the WCA internal server, or any other similar platform the Employer may utilize in the future, so employees have access to review them.

(c) 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. If the Union believes the change(s) to the job description creates additional responsibilities for employees in that job classification that warrants higher pay and wishes to negotiate a new minimum salary as a result of the change it shall send a written request to bargain within seven (7) days of receiving the Employer's notice. If a request is made then the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, then the parties may engage the mediation to resolve the issue. If the parties cannot reach agreement through mediation, the Employer may implement its last, best and final offer

(d) If the Employer creates a new classification, the parties will attempt to reach an agreement within ten (10) business days on a tentative pay rate and job description for such a classification. If agreement cannot be reached, the Employer's proposed pay rate and job description will be put into effect. However, within six (6) months after such a new classification becomes operational, wages will be negotiated with the Union. If no Agreement is reached, then the parties may engage the mediation to resolve the issue. If the parties cannot reach agreement through mediation, the Employer may implement its last, best and final offer.

19.2. Promotions:

(a) During an employee's annual review the Employer will discuss with the employee role expectations in order to be considered for promotion, if desired by the employee, including feedback on how the employee's performance is or isn't meeting the expectations for promotion.

(b) When the Employer has the need to fill a bargaining unit position, it shall include the minimum salary for the position on any job postings.

(c) The Employer affirms the basic principle that it will continue to provide all employees with advancement opportunities that are consistent with individual performance and skill development, as well as the business needs and constraints of the agency. In accordance with this principle, if the Employer has a need to fill an open bargaining unit position, it shall announce via an email to bargaining unit employees, and post the open position internally, to allow for internal applicants to seek the position for one week. The post shall include the email contact information for the person to contact if an employee has interest in filling the position. WCA shall give consideration to existing employees that might be capable of performing the job.

(d) The Employer agrees that employees should regularly be performing work within their job classification. In the event an employee can demonstrate they have been regularly assigned duties of a higher job classification they can request a review to seek a promotion. The review shall take place within thirty (30) days of an employee's request for review. If the employee receives a promotion as a result of a review, the employee will be paid retroactively to the date it was determined the employee began fulfilling the duties of a higher job classification.

(e) If the employee and employer cannot agree that the employee has been performing work beyond their current job classification, the LMC and employer will meet with the employee to review duties assigned and work performed. If the union delegates to the LMC and employer cannot agree on the employee's job classification for work performed, the classification becomes operational but the dispute can be submitted to the Grievance and Arbitration procedure.

Article XX – Benefits

20.1. Terms of Participation: Employees covered by this Agreement shall be subject to standard Employer benefit plans in accordance with the terms and eligibility standards of such plans, work rules and policies applicable to other WCA personnel, as such benefit plans, work rules and policies may be amended from time to time, with the understanding that in cases where such work rules and policies conflict with provisions contained in this agreement, this Agreement shall prevail. If the Employer intends to make a material change to its benefit plans, work rules and/or policies it shall give the Union advance notice of such change and the opportunity to negotiate. Employees covered by this Agreement shall be eligible to participate in Employer-provided benefits currently offered by WCA on the same basis as other (non-Unit) employees. If after the ratification of this Agreement WCA establishes a new benefit generally applicable to all other employees of WCA, the Employer will make such benefit available to the bargaining unit.

During the term of this Agreement the Employer agrees that they will continue to offer bargaining unit employees Medical and Prescription Drug Coverage, Dental Coverage, Vision Coverage, and a retirement saving plan. All insurance coverage will continue for employees that are on leave, whether paid or unpaid.

WCA currently offers the following benefits:

- Medical and Prescription Drug Coverage
- Dental
- Vision
- Retirement Saving Plan
- Professional Development
- EAP

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

Article XXI – Diversity, Equity and Inclusion

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

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

21.2. Definitions:

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

(b) **Discrimination:** It is discrimination for an employer to base any decision regarding the terms or conditions of employment on an employee's race, religion, color, sex (including pregnancy), age, national origin, sexual orientation, disability, gender identity or expression, ancestry, marital status, or any other characteristic protected by law.

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

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

Unwelcome conduct can constitute harassment if:

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

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

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

- explicit sexual propositions;
- offering employment benefits in exchange for sexual favors;
- making threats or retaliating after a negative response to sexual advances;
- sexual innuendo or sexually suggestive or sexually degrading comments about a person's body, sex life, sexual prowess or sexual deficiencies;

- sexually-oriented jokes, derogatory comments, epithets, slurs or catcalls;
- obscene language, letters, messages, notes or invitations (including by e-mail);
- physical contact such as touching or impeding movements;
- conduct such as leering, making sexual gestures; or
- displaying or distributing pornography or other sexually suggestive objects, pictures, cartoons or posters (including but not limited to by e-mail, viewed or shared on a work computer or via text message).

Unwelcome sexual conduct can constitute harassment if:

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

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

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

(a) **General Principles:** WCA employees are strongly encouraged to come forward with a complaint within a reasonable time of an incident but no more than 90 days. Reporting additional incidents that support a pattern of harassment may go beyond 90 days. Any incident of discrimination or harassment should be reported immediately including isolated incidents—whether or not the employee wishes for action to be taken—so that a pattern of behavior may be established. The employee may report offensive conduct as defined herein without fear of interference with the individual's work performance or contributing to a hostile work environment. An employee should not wait to report harassment until it becomes severe and pervasive. WCA 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 a ED or their designee, and complete in no longer than 30 days.

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

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 WCA, 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 WCA 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, WCA 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.

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

(v) The 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. The investigation will conclude 30 business days from the date of the investigation being initiated.

(vi) If the investigation warrants disclosure of the complainant's name or identifying characteristics to individuals other than the 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 the accused of the complaint, and will give them the opportunity to respond to the allegations and to submit the names of individuals who the accused believes have information relevant to the investigation.

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

(ix) If necessary, WCA will take steps to ensure that additional discrimination, harassment, or retaliation does not occur during the period of investigation, including separating the relevant parties. WCA 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, WCA will take prompt and appropriate action within one week of the conclusion of the investigation. This may include corrective action designed to end and to remedy the discrimination or harassment and to prevent it from recurring. Action may include imposition of discipline on the discriminator/harasser, ranging from reprimand to discharge. Discipline may be grieved under the provisions of Article VII, Grievance Procedure.

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

WCA values the use of restorative practices as an approach to non-punitive conflict management. WCA 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) WCA 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 regards to the investigation, the complainant may follow the Grievance Procedure outlined in Article VII.

(xiii) Use of the process established in this policy in no way constitutes a waiver of any legal rights held by or remedies available to the complainant.

Article XXII – Organizational Structure and Input

22.1. The Employer shall continue to engage the staff in strategic planning discussions before presenting such plans to the board.

22.2. The Employer shall continue to furnish the bargaining unit members with the board packet prior to board meetings.

22.3. The bargaining unit shall continue to have access board meeting minutes.

Article XXIII – Professional Development

Western Colorado Alliance is committed to providing employees with professional development opportunities that are relevant to the employee's job assignments. Such training opportunities will be considered work time. Money may also be available, finances permitting, for expenses associated with the training.

Requests for the time necessary to attend professional development training as well as any requests for financial assistance will be considered on a case-by-case basis by the Executive Director. For any such training requiring a leave of more than one week within a two-month period, a schedule and plan for the leave must be submitted to and approved by the Executive Director three (3) months prior to the proposed start of the leave. This schedule and plan shall address what professional growth opportunities the employee will pursue to enhance their own skills and benefit the organization.

Article XXIV – General Conditions

24.1. Employees wishing to hold an additional job are required to notify the Executive Director before taking the additional job. If there is no conflict of interest, the employee shall be free to engage in any activities outside of working hours, provided such activities do not create a conflict of interest with WCA. Failure to secure advance permission may result in discipline up to and including termination.

An employee may hold a job with another organization as long as they satisfactorily perform their job responsibilities with WCA. All employees will be judged by the same performance standards and will be subject to WCA's scheduling demands, regardless of any existing outside work requirements.

If WCA determines that an employee's outside work interferes with performance or the ability to meet the requirements of WCA as they are modified from time to time, the employee may be asked to terminate the outside employment if they wish to remain with WCA.

24.2. Employees may receive pay advances equal to but no greater than 25 percent of their gross salary for the most recent one month period. This is done at the discretion of the Executive Director.

24.3. Upon request, employees shall have the right to review the contents of their personnel files and make copies of any documents contained therein.

All inquiries or requests from non-governmental entities and individuals not retained by the organization seeking information from or contents of personnel files regarding current or former employees must be submitted in writing. Each such inquiry or request, other than inquiries/requests for salary information or verification of dates of employment, must be accompanied by a signed statement of release by the employee.

Article XXV – Term of Agreement

This Agreement will take effect on January 1, 2024 and will expire on December 31, 2025.

At any time within ninety (90) 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.

This Agreement shall be binding upon the parties hereto, their successors, administrators, lessees and assigns. In the event the Employer transfers, leases or assigns the organization, a function of the organization 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 transferee, lessee or assignee. The Employer agrees that all obligations of this Agreement shall become a condition of any transfer, lease or assignment.

For the Union:

Nick Allan
Bianca Diaz
Hanna Arauza
Anthony Mulligan

For the Employer:

Emily Hornback

December 15, 2023

Date Signed