CONTRACT

Denver Newspaper Guild-CWA Local 37074

AFL-CIO-CLC

and

Colorado WINS

Local 1876

EFFECTIVE

January 1, 2026 – December 31, 2027

MISSION STATEMENT

Colorado WINS' organizational mission is to improve the lives of working people and their families. The Parties agree that our joint mission is to advance the interests of Colorado WINS members, to build power for all working people and to be a leader in the progressive labor movement. To that end all Parties agree to strive to provide a workplace that serves as a model for our mission and our members.

Article I
General

1. Recognition

a. Exclusive Bargaining Agreement

Colorado WINS (the Employer and/or COWINS and/or WINS) recognizes the Denver Newspaper Guild-Communications Workers of America Local 37074 (the Union and/or DNG) and its successors or assigns as the exclusive bargaining representative of its Employees regarding wages, benefits, and all other working conditions.

b. Job Restructuring

Represented Employees includes those in the job titles listed below and Employees in any new job title or position established by the Employer that does not meet the criteria for exemption from the Bargaining Unit under the Labor-Management Relations Act, subject to negotiation. The Employer understands that the Guild has an interest in retaining the duties performed by Employees in the Bargaining Unit. Likewise, the Guild understands that the Employer has an interest in changing its staff structure as the nature of the organization evolves. Therefore, both Parties agree to address concerns related to restructuring through the Labor Management Committee (LMC) process.

c. Covered Job Titles

- **Grade I**
  - Grievance Representative
  - Organizer
  - Political Organizer
  - Community Organizer
- **Grade II**
  - Communications Specialist
  - Data Specialist
  - Office Manager
- **Grade III**
  - Senior Organizer
  - Senior Community Organizer
  - Senior Political Organizer
- **Grade IV**
  - Lead Organizer

    - Digital Lead
- **Grade V**
    - Communications Coordinator
    - Data Coordinator
    - Grievance Coordinator
    - Political Coordinator

The responsibilities and duties of each job title listed above shall be contained in a job description to be created by the Employer with input of the Guild through the LMC. No job description shall be altered without input of the Guild through the LMC. Should the Employer create a new position that is not considered an exempt management position and that is covered by this contract, the Employer shall furnish the position and its description to the LMC for input by the Guild as to the job classification and grade of the position prior to the establishment of the new position.

d. Confidentiality of Office Manager

As the Office Manager may at times be privy to information of COWINS management that is confidential in nature, the Parties agree that the Office Manager will keep all information and documents in his or her possession in confidence and not disclose any of the information to the Union or its representatives.

e. Lead Organizers

At times, Lead Organizers are included in discussions with the Employer that contains confidential information. Leads are expected to protect the confidentiality of such information and shall not share such information with other Bargaining Unit Employees without approval from management of COWINS. When these discussions arise, the Employer shall inform the Lead Organizers that the discussion is to be held in confidence, so there is not room for misinterpretation on the nature of confidentiality. Lead Organizers may be subjected to progressive discipline for failure to fulfill the Lead Organizer role as described above.

2. Employee Classifications

a. Permanent Employee

A Permanent Employee is one who regularly works 35 hours or more per week and does not have a specific project end date or termination date.

b. Project Employee

A Project Employee is one who is hired for a specific project, not to exceed nine (9) months. Time spent, as a Project Employee shall be credited toward satisfying the probationary period for the particular job involved. When a Project Employee is converted into a Permanent Employee, the Employee shall serve a probationary period as defined under Article II of this Agreement. Upon approval from the immediate supervisor and the Executive Director or their designee, the project end date can be extended or terminated based on campaign needs.

c. Part-Time Employees

A Part-Time Employee is one who regularly works less than thirty-five (35) hours per week. Permanent Part-Time Employees shall receive prorated leave benefits. Compensation and other benefits extended to Full-Time Employees including health and welfare coverage shall be set pursuant to the agreement of DNG, as representative of the Employee, and WINS.

3. Non-Discrimination, Hiring, Anti-Discrimination, & Anti-Harassment Policies

This policy is intended to apply to recruiting, hiring, promotions, upgrading, layoffs, compensation, benefits, termination, and all other privileges, terms, and conditions of employment. COWINS shall not discriminate against any person or Employee because of race, color, religion, sex, sexual orientation, gender self-identification, age, national origin, disability, veteran status, HIV status, immigration status or Union activity.

For all openings of Bargaining Unit positions, COWINS shall, in an attempt to make staffing of COWINS reflect the community, interview at least one member of a traditionally under-represented group who meet the minimum qualifications and apply in a timely manner for the position. COWINS shall intentionally recruit diverse applicants in order to ensure compliance with this section.

4. Guild Hiring Committee

a. Purpose

For all COWINS positions that are to be filled, the Guild Hiring Committee shall include at least two (2) Bargaining Unit members. All Guild Hiring Committee members shall be included in decisions about where to post job announcements, who to interview, who to hire for each position, and final candidate selection.

b. Notification & Scheduling

When interviews are scheduled, the Employer shall give the officers (Unit Chair, Vice Chair and Secretary) notice of the interview date(s) at least one week prior to the interview date. It is the responsibility of the unit officers to arrange to have two Bargaining Unit members attend the interviews. If the unit officers fail to schedule Bargaining Unit members to participate, the interviews may be conducted without Bargaining Unit participation. All meetings conducted with the Guild Hiring Committee shall be held within regular office hours unless otherwise mutually agreed.

c. Composition

The Guild Hiring Committee shall be selected at the full discretion of the Unit. The Employer maintains the right to include additional Employees in the hiring process in addition to, not instead of, the designated Guild Hiring Committee members.

d. Recommendation

The Guild Hiring Committee will make a recommendation of their chosen applicant or two applicants per position to be filled, to the Executive Director or designated hiring manager. The Executive Director or designated hiring manager may, at their option, interview the applicant or two applicants recommended by the hiring committee, per position to be filled before making a final decision to hire. The Executive Director or designated hiring manager may bring other managers or Bargaining Unit Employees into the final interview(s).

5. Anti-Discrimination & Anti-Harassment Policy & Complaint Procedure

COWINS reaffirms that it will not tolerate discrimination or harassment in any form. This prohibition covers any discrimination or harassment in the workplace, regardless of whether the discrimination or harassment is committed by a supervisor; officer; co-worker; member, Employee or officer of an affiliate; vendor or consultant, or any other person.

a. Definitions

i. Designee

The Designee is a person appointed by the Executive Director to investigate a discrimination or harassment complaint. If the complaint is against the Executive Director, the designee shall be appointed by the Board Chair.

ii. 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, or any other characteristic protected by law.

iii. Employee

For the purpose of this Policy, "Employee" is defined as any individual employed and paid by COWINS, including staff.

iv. Harassment

Harassment consists of unwelcome verbal, visual or physical conduct that is based on 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, offensive objects or pictures and interference with work performance that relate to sex, race, age, disability, or other protected categories as defined in Article I.3.I.B. 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, placed on walls, bulletin boards, computer screens, or elsewhere on COWINS 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;
- creates an intimidating, hostile or offensive working environment; or

- submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- extremely serious isolated incidents.

v. 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:

- Offering employment benefits in exchange for sexual favors; or
- making threats or retaliating after a negative response to sexual advances; or
- sexually degrading comments about a person's body, sex life, sexual prowess or sexual deficiencies; or
- derogatory comments, epithets, slurs, or catcalls; or
- obscene language, letters, notes, or invitations (including by e-mail); or
- unwelcome physical contact such as touching or impeding movements; or
- conduct such as leering, making unwelcome sexual gestures; or
- displaying or distributing pornography (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; or
- creates an intimidating, hostile or offensive working environment; or
- 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.

b. Complaint & Investigation Procedure

To ensure a workplace free from discrimination and harassment, COWINS 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, Colorado Anti-Discrimination statutes, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or any other applicable federal, state, or municipal fair employment practices law, or otherwise.

i. General Principles

COWINS Employees are strongly encouraged to come forward with a complaint within a reasonable time of an incident. 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. COWINS 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

If a person outside of COWINS is accused of discrimination or harassment of COWINS staff, the accused, or representatives of the outside of COWINS shall not play any role in administering or making decisions under this procedure. This shall not interfere with the ability of COWINS representatives who are not the accused to be involved in the process when the accused is an Employee of COWINS.

If the accused is determined to have engaged in discrimination or harassment, appropriate action will be taken promptly. For discrimination or harassment by a Bargaining Unit Employee, supervisor or officer of COWINS, appropriate sanctions will be imposed up to and including termination of the offending individual, in compliance with the collective bargaining agreement.

There will be no retaliation or other adverse action taken against the complainant who reports an incident of apparent discrimination or harassment in good faith, 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, as a result of retaliation or adverse action, the complainant does not feel they can work in good faith with the Executive Director or designee, the individual should contact the COWINS Board Chair. If retaliation in fact occurred, prompt and appropriate corrective action will be taken and appropriate sanctions imposed, up to and including termination.

ii. Procedure

The procedure for dealing with complaints of discrimination or harassment is as follows:

1. If an Employee believes that they have been the target of discrimination or harassment, COWINS encourages the Employee to report the alleged

incident(s) as soon after the incident occurs as reasonably possible to a supervisor, manager, Executive Director. Failure to report claims of harassment hampers COWINS' 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 manager, supervisor or Executive Director who receives a complaint to inform the designee of the allegations so that a prompt investigation may be conducted, unless otherwise directed by the complainant.

2. The Executive Director 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.

3. When discrimination or harassment is alleged, if appropriate, the Executive Director or designee will attempt to resolve the matter informally.

4. If the nature of the allegations makes such informal investigation inappropriate or if informal efforts do not resolve the matter, the Executive Director 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.

5. The Executive Director, or designee, will conduct an investigation to determine whether discrimination or harassment has occurred. The Executive Director 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 Executive Director has a conflict, the remaining managers or Board Chair shall appoint the designee to conduct the investigation.

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

7. During the course of the investigation, the Executive Director 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.

8. 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.

9. If necessary, COWINS will take steps to ensure that additional discrimination, harassment, or retaliation does not occur during the period of investigation. COWINS will take steps to ensure that the investigation or the accused does not interfere with the complainant's ability to perform assigned work

10. If the investigation establishes that discrimination or harassment has occurred, COWINS will take prompt and appropriate action. 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. If it is conducted by a member, Employee, or officer of an affiliate or by a vendor or consultant, then COWINS will take appropriate action, using its best good faith means available. Good faith means includes, but are not limited to notifying the accused's superior, at the local, regional, or national level, requesting that appropriate action is taken.

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

11. COWINS 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.

12. 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.

6. <u>Union Rights & Membership</u>

a. Union Participation

No less than thirty (30) calendar days following the execution of this Agreement or not less than 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 Union or remit agency fees equivalent to dues to the Union, whenever employed under and for the duration of this Agreement.

b. Dues Deduction

Upon receipt of a properly signed form, WINS agrees to deduct all dues, fees and COPE contributions and remit same to DNG or their designated recipient.

c. Union Access

The Union shall have access to all new Employees consistent with the following conditions:

i. New Employee Orientation

At least one (1) hour of the new Employee's work time during the first week of employment shall be reserved to facilitate a meeting between the Employee and a Union representative.

ii. Access to Agreement

Each new Employee shall be given a copy of this Agreement and shall be made aware of the Union security provisions in this Agreement upon hiring.

iii. Notice of Employment Status Changes

WINS shall give written notice to the Union of Employee status changes weekly. These status changes include but are not limited to new hires, terminations, change of job title, change of job classification, and change of address.

7. Management Rights

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

8. Labor Management Committee

a. LMC Representatives

In a mutual effort to avoid misunderstandings, to facilitate the correct application of bargained terms and conditions, to provide a forum for discussion of concerns as they arise; and to improve communications throughout the organization, COWINS management and the Union agree to establish a Labor Management Committee composed of up to 5 representatives each from WINS and the Bargaining Unit. At least 2 representatives of COWINS management and 2 representatives of the Bargaining Unit shall be present to convene a meeting of the Labor Management Committee.

b. LMC Meetings

Meetings shall be convened at least monthly thereafter at mutually agreeable dates and times. Monthly meetings may be postponed or cancelled via mutual agreement of WINS and the Bargaining Unit representatives.

c. LMC Rights

The purposes of the Labor Management Committee shall include but not be limited to:

- To identify and address Employee concerns as promptly as possible.
- To raise and expedite resolution of workplace issues as they arise, and before they escalate to the grievance stage.
- To discuss changing and developing operational needs and strategic planning or other campaign changes that affect staff's ability to perform their assigned duties.
- To foster a productive and collaborative work environment.
- To provide staff with an opportunity for input to the staff training and evaluation process.
- To discuss transfers and criteria for transfers.
- To achieve these goals efficiently the Labor Management Committee may agree to form ad hoc committees.
- To review request for exceptions to the relief time policy.
- To review and attempt to resolve grievances of contract interpretation as referred to the LMC pursuant to Article II, 2.c.i. Should the members of the LMC fail to reach an agreement on resolution of the grievance, the LMC will reduce the outcome to writing and the DNG will retain all of its rights to seek review pursuant to Article II, 2.c.iii, Step 3.
- In election years the LMC will meet at least twice prior to the start of election season in order to collectively set goals and expectations between the Employer and Employees. The meetings will serve to set reasonable expectations for staff participation in campaign activities.

Article II
Probation, Discipline, Discharge, Personnel Files, & Evaluations

1. Probation

a. Probationary Period

New Employees shall be on probation for a period of six (6) months and as such may be terminated at COWINS' 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 or project 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.

b. Credit Toward Probationary Period

When any new Employee is hired into the DNG Unit and has previously worked for COWINS as a temporary Employee or project 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.

c. Probationary Performance Review

During the probationary period, COWINS 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 COWINS-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 include a checklist with LMC 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.

d. Extension of Probationary Period

In addition to the six (6) month probationary period, an extension of up to 90 days will be granted provided COWINS provides justification for said extension. In the event COWINS did not schedule a review within the first 90 days or conduct a review within the first 180 days, no extension shall be granted because the Employee shall have been deemed a regular Employee. Probationary Employees are encouraged to request evaluations.

e. Notice of Probation Extension

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

2. Discipline, Discharge, Personnel Records, & Evaluations

a. Just Cause

No Employee shall be disciplined or discharged without just and sufficient cause.

b. Progressive Discipline Standards

COWINS shall use reasonable progressive discipline standards when contemplating disciplinary actions. For performance and general attendance issues, the first step in the disciplinary process shall be a verbal warning. After a verbal warning is issued, the Employer shall create a written document summarizing the warning. Copies of the document shall be given to the Employee, placed in the Employee's personnel file, and mailed or emailed to the DNG office. All discipline shall be issued to the Employees within three (3) weeks of the date the Employer knew, or reasonably should have known of the issue being addressed with such discipline.

c. Union Representation

Employees shall have the right to have a Union representative or representatives be present at any discussion with the Employer that is of an investigatory nature where discipline may be contemplated, where formal discipline will be administered, and in all grievance meetings. 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. The discussion shall not proceed until the Union representative(s) are given a reasonable opportunity to be present. The affected Employee and the Employee's representative or representatives shall be granted adequate paid time off from their regular duties to attend such meetings.

d. Disciplinary Documentation

COWINS will maintain personnel files for each Employee. An Employee may review their file upon request. A copy of any formal disciplinary document placed in an Employee file also shall be given to the Employee and mailed or emailed to the DNG. An Employee may place reaction material in response to any item in their file. A disciplinary document shall remain in the Employee file for not more than one year from the date of the incident unless there is a justifiable reason to retain the documentation in the file. The Parties recognize and agree that 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 by WINS and reviewed by WINS and DNG.

e. Access to Personnel Files

An Employee shall have the right upon reasonable request, to review the contents of their personnel file. COWINS maintains only one personnel file per Employee. Copies of an Employee's personnel file may be obtained by the Employee himself/herself in person.

f. Performance Evaluations

Performance evaluations of Employees who have completed probation shall be conducted annually for each Employee by the exempt senior manager to which the Employee reports, to be completed within thirty (30) days of the Employee's anniversary date. All performance evaluations shall include documented Employee self-evaluations a comprehensive review by the Employer of all aspects of the Employee's work as related to the job description or other duties that have been assigned, as well as any relevant data concerning their work product. The Employee is encouraged to submit, along with their self-evaluation, any relevant information for consideration by the manager. For field staff, evaluations may include any relevant documentation, including but not limited to membership and leadership development data. The Organizing Director shall not rely solely on such data but shall seek and consider input from the Senior Organizer, Lead Organizers, the viability for growth of the assigned group of workers, the Employee's self-evaluation, and direct input from the Employee in making the evaluation. Further, the field director shall take into consideration changed assignments throughout the performance period which may have affected the Employee's ability to meet particular goals. The manager responsible for Human Resources functions shall be responsible for at least one reminder to each Employee and their supervisor before their evaluation.

g. Evaluation of Executive Director

Annually, the Guild, through the LMC, shall have the opportunity to offer an evaluation of the Executive Director by January 31st for the preceding year. Criteria and forms for Employee and leadership evaluations shall be created by the Employer with the input of the LMC.

h. Disclosure of Staff Discipline

Staff disciplinary issues and decisions are not subject to review by members.

3. Grievance, Mediation, & Arbitration Procedure

a. Grievance

A grievance within the meaning of this Agreement shall be any complaint by one or more Employees, which involves the interpretation or application of, or compliance with, the provisions of this Agreement, or laws, or any issue affecting the relations of Employee and the Employer. All grievances shall identify the Article(s) and Section(s) of the Agreement alleged to have been violated, if any, and shall specify the remedy requested.

b. Decision Maker

For the purpose of this Article II.3, a decision maker shall be defined as the managing supervisor, or the person empowered to resolve the matter at issue.

c. Procedure

Employees and managers are expected to make their best effort to resolve issues informally and at the lowest level prior to filing a grievance. Should such informal resolution fail, a grievance shall be processed as follows:

i. Step 1

An Employee, Steward, or other representative of the Union shall file the grievance in writing not later than fifteen (15) business days after the date of the event upon which the grievance is based or the date on which such event should reasonably have become known and shall be sent or delivered to the lowest level decision maker. If the grievance involves a matter of contract interpretation, the grievance will be referred to the LMC for consideration and discussion by the Parties. All relevant timelines will be stayed pending consideration by the LMC. Within ten (10) working days after receipt of the grievance the decision maker shall schedule and hold a meeting or conference call with the Employee(s) and their Union Steward for the purpose of attempting to resolve the grievance. Within five (5) working days after the conference call the Employee(s) shall be sent a written response by the designated Employer representative. A copy of that response also shall be sent to the Union.

ii. Step 2

If the grievance is not resolved at Step 1, the Union may request that the grievance progress to Step 2 by notifying the Employer within ten (10) working days of receipt of the Employer's Step 1 response. Within ten (10) working days after receipt of the Employee’s request, the Executive Director or their designee shall schedule and hold a meeting or conference call with the Employee and Union representative in an attempt to resolve the grievance. Within five (5) working days of that meeting or conference call, the Employer shall provide the Employee a written response. A copy of that response also shall be sent to the Union.

iii. Step 3

If a grievance is not resolved to the Union's satisfaction at Step 2, the Union may submit the grievance to arbitration, provided that a written request for arbitration must be sent to the Employer within twenty (20) working days after receipt of the Employer's Step 2 answer. Upon the Employer's receipt of such a timely request, the Parties shall then jointly request a list of seven (7) impartial arbitrators from the American Arbitration Association or Federal Mediation and Conciliation Service. The Parties shall then promptly select an arbitrator by mutual agreement or by striking the list. The arbitrator shall render an award within thirty (30) days after the hearing has ended or briefs have been received, whichever occurs later. The arbitrator shall have no power to alter, amend, add to, or subtract from the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the Employee(s). The fees and expenses of the arbitrator shall be borne equally by both Parties, except that if any expenses are incurred because a party unilaterally withdraws a case then that party alone shall bear any such expenses.

d. Miscellaneous

i. Extension of Timelines

Extensions of the aforesaid time limits may be mutually agreed upon and shall be confirmed in writing. Unless an extension is mutually agreed upon between the Employer and the Union, the time limits set forth herein shall be applicable. A failure by the Union or Employee at any step of the grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the Employer's decision rendered at that step.

ii. Failure to Respond

A failure by the Employer at any step of the grievance procedure to attempt to schedule and hold a meeting or conference call or to respond to a grievance within the specified time limits shall result in the grievance being automatically moved to the next step without written appeal from the Union. In addition, if there is no response from the Employer to Step 2 of the grievance procedure the Union may, at their discretion, submit the grievance directly to arbitration.

iii. Time Lost

Employees shall not suffer any loss of pay for time spent attending an arbitration hearing and/or participating in Step 1 or 2 meetings or conference calls. In the event an arbitration hearing or grievance meeting is conducted outside of the vicinity of the Employee’s regular worksite, the Employer shall pay one-half of the travel expenses of the Employee.

iv. Information Sharing

Once an Employee or the Union has filed a grievance, all subsequent notices and documents shall be sent to the designated Union Steward or other representative as well as the Employee.

Article III
Work Life

1. Transfers

Generally, the work of COWINS Employees will be in Colorado. It is within the discretion of the Employer to ask for volunteers to work on out-of-state assignments.

An assignment to work in a different part of the state for a period not exceeding two (2) weeks is not considered a transfer. COWINS shall give Employees as much notice as is possible upon learning of the need for assignment in a different part of the state and shall consider any concerns expressed by the affected Employee regarding the assignment when making a final decision. COWINS shall pay for all expenses as provided for in this Contract.

a. Temporary Transfer

i. Definition of Temporary Transfer

A temporary transfer shall be defined as any new assignment of a period exceeding two (2) weeks but not exceeding two (2) months which requires an Employee to reside in a new location, but which does not require an Employee to permanently relocate residency.

ii. Announcement of Temporary Transfer

One (1) week prior to any temporary transfer, a written announcement of the vacancy on the work assignment which requires any transfer shall be sent to all staff asking for volunteers to fill that vacancy. The written announcement shall include the nature of the assignment, the duration of the assignment, general duties, location of the assignment, and the supervisor's name. Prior to any temporary transfer of the volunteer, all conditions of employment shall be finalized. An Employee temporarily transferred for more than thirty (30) days shall accrue an additional day of vacation leave for each month thereafter while temporarily transferred.

iii. Assigned Temporary Transfer

If no Employees volunteer to fill the vacancy or no volunteer is found suitable for the new work assignment, an LMC shall be convened to reach consensus on a plan. The personal needs of the Employee will be taken into consideration by COWINS when making a decision to fill any vacancy which would require any transfer.

iv. Temporary Transfer Discussion

At point of notice of accepting a volunteer for such a transfer, the Employee's immediate supervisor shall initiate a discussion with the Employee which shall include feedback on the Employee's work on their current work assignment and information on the new work assignment. The discussion shall be documented, and a memo will be sent to the Employee. This document shall be included in the Employee's personnel file.

v. <u>Temporary Transfer Timeline</u>
Employees shall receive one (1) week to relocate to the new work assignment. If an Employee is required to drive to a temporary assignment, Colorado WINS shall fully reimburse any expenses incurred including lodging and meals. The travel policy shall not be applied arbitrarily or capriciously. The traveling Employee shall receive and retain lodging points for the hotel/motel stays by the Employee.

vi. <u>Temporary Transfer Commute</u>
Employees must drive to any assignment with the duration of one (1) month or more. Supervisors may exercise discretion in making exceptions based on the duration of the assignment. No Employee will be required to drive more than eight (8) hours in a day.

vii. <u>Temporary Transfer Expenses</u>
While on a temporary transfer, Colorado WINS shall bear the expense of any lodging or car rental required. Employees shall receive per diem at the expense of Colorado WINS for each day they are on temporary transfer.

viii. <u>Transportation for Personal Use During Transfer</u>
Colorado WINS shall bear the expense of transportation to allow an Employee on temporary transfer to return home, when possible, on every other weekend or the equivalent days off after the assignment begins. If work assignments require the Employee to work on such a weekend, then mutually agreed upon alternate arrangements shall be made including alternative time to travel home, or arrange for the Employee's spouse, partner, or significant other to travel to the Employee's temporary work location at the expense of Colorado WINS. If an Employee is required to drive to the temporary work location and arrangements to travel home are made as such that the Employee will be without their car while at their home base, Colorado WINS shall fully reimburse for any car rental.

b. <u>Permanent Transfer</u>

i. <u>Definition of Permanent Transfer</u>
A permanent transfer shall be defined as any new assignment of a period that is expected to exceed two (2) months which requires an Employee to relocate residency due to the assignment location. Two (2) weeks prior to any permanent transfer, a written announcement of the vacancy on the work assignment which requires any transfer shall be sent to all staff asking for volunteers to fill that vacancy. The written announcement shall include the nature of the assignment, general duties, location of assignment and the supervisor's name.

ii. <u>Permanent Transfers to Fill Vacancies</u>
In the event that no Employees volunteer to fill the vacancy or no volunteer is found suitable for the new work assignment, the Employer may hire an Employee to fill the

vacancy. The personal needs of any Employee and the need to continue performing current work of the Employee considered for transfer will be considered by COWINS when making a decision to fill any vacancy which would require any transfer. The Employer may offer financial incentives to attract volunteers in the form of a one-time bonus.

iii. Permanent Transfer Discussion
At point of notice of accepting a volunteer for such a transfer, the Employee's immediate supervisor shall initiate a discussion with the Employee which shall include feedback on the Employee's work on their current work assignment and information on the new work assignment. The discussion shall be documented, and a memo will be sent to the Employee. This document shall be included in the Employee's personnel file. Prior to any transfer, all conditions of employment shall be finalized.

iv. Permanent Transfer Timeline
Employees who volunteer for permanent transfer shall receive thirty (30) days' notice of selection of permanent transfer and an additional thirty (30) days to make the relocation of residency permanent. During the entire sixty (60) day period, Colorado WINS shall pay for temporary housing as necessary until the Employee finds permanent housing. Employees shall also receive reasonable time off with pay to relocate residency. An Employee who, because of a permanent transfer, is forced to breach a lease agreement or to pay rent on two locations, will be reimbursed for costs associated with such breach, dual rent or on-going mortgage payments and rent.

v. Need for Permanent Transfer
If current and new work assigned to the Employee can be accomplished satisfactorily from the Employee's present base location, there will not be a permanent transfer.

c. Work on Days Off
Employees shall not be held responsible for work on their scheduled days off.

d. Internal All-Staff Assignments
The Executive Director shall have the authority to mandate all-staff assignments, including for political work, Union elections, bargaining support, or legislative needs, including for non-field staff. During mandatory political or legislative work, supervision may be reassigned to the Political Director or another designee of the Executive Director. When applicable, the Employer shall notify Unit Employees of the change in assignment at least thirty (30) days in advance. Notice must include start and end dates of reassignment, subject to change upon mutual agreement by the Parties. The Employer shall make equitable alternative assignments available to Employees upon request to accommodate physical and mental health needs.

e. External Blitz Assignments
External blitzes are defined as work assignments that are out of state and/or are intended to support other organizations besides Colorado WINS. With the understanding that blitz requests may be made to the Employer with short notice or incomplete details, the Employer will make every effort

to inform Employees of their assignment as soon as possible for the Employee to begin making arrangements. Per Article IV.12.a-b, Organizers may request reimbursements be provided in advance of assigned travel to cover necessary expenses.

Understanding that blitz assignments are a growth opportunity both for the organizations supported and the staff assigned to them, the Employer shall strive to distribute blitz assignments equitably among Organizers. Unit Employees have a right to decline a blitz assignment if it conflicts with their already-approved leave or creates personal hardship. Organizers shall not decline an external assignment more than once per calendar year.

A standing roster for upcoming blitz assignments shall be created and shared with Unit Employees by January 31st, 2024, with least-senior staff at the top of the list for the next blitz assignment. Once an Employee has participated in an assigned blitz, they will be moved to the bottom of the assignment roster. If an Employee wishes to volunteer for a blitz to which they have not been assigned, they may switch with an assigned Employee upon mutual agreement from both Employees and the Employer. The Employer may also recommend a switch in assignment order for staff development or organizational development purposes. Upon request, the Parties may meet to discuss rearrangements to the assignment roster.

2. Holidays

a. Recognized Holidays

- New Year's Day
- Martin Luther King's Birthday
- President's Day / Lunar New Year
- Friday before Easter
- Memorial Day
- Juneteenth
- Independence Day
- Colorado Day
- Labor Day
- Mother Cabrini Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

b. Weekend Holiday Observation

In the event a holiday falls on a Saturday, the preceding Friday shall be observed. In the event a holiday falls on a Sunday, the following Monday shall be observed. In the event Christmas Eve and/or Christmas falls on a weekend day, the preceding weekday(s) shall be observed. In the event

New Year's Eve and/or New Year's Day fall on a weekend day, the following weekday(s) shall be observed.

c. Alternative Holiday Observation

In recognition that COWINS Employees come from a diversity of religious and ethnic backgrounds, and in keeping with the COWINS non-discrimination policy, an Employee may substitute a holiday for any one of the above recognized holidays for their own personal observation. This request shall not be unreasonably denied.

d. Work on Scheduled Holidays

When work assignments require that an Employee work on a scheduled holiday, the Employee shall arrange with the immediate supervisor to take an alternate day off within the same calendar year.

e. Requests for Holiday Assignment Release

When a special event or meeting occurs on a holiday that is traditionally observed by an Employee(s), requests from the Employee(s) to be released from the assignment shall not be unreasonably denied.

3. Holiday Office Closure

COWINS offices will be closed from December 26th through December 31st. In order to be responsive to the needs of members as they arise during that week, the Executive Director shall determine the minimum number of staff needed to work that period. If no Employees volunteer, the least senior qualified Employee(s) shall be assigned to work that week. The qualified Employee(s) who work during that period shall be granted 5 days of paid administrative leave to be taken during the following calendar year. In the event that multiple qualified Employees volunteer, the most senior qualified Employee shall get the assignment. All other Employees shall not be required to work during the office closure.

4. Vacation

a. Paid Vacation Leave

Employees shall be entitled to paid vacation leave. Vacation leave shall be provided from the date of hire. Vacation leave may be used as soon as it is provided. Employees shall not be required to respond to communications while on vacation leave.

b. Seniority in Vacation Accrual

For the purpose of Article III.4.c, the amount of vacation earned per year for Employees hired from a parent Union (either Locals or Internationals) shall be calculated from the hire date with the parent Union, provided the Employee had no break in service over 30 calendar days with the parent Union prior to their hire date with COWINS.

c. Vacation Accrual Schedule

- At the 3-month anniversary: five (5) days of vacation

- At the 6-month anniversary an additional five (5) days of vacation, for the first year of employment
- On the first anniversary date of employment, for the second year of employment: ten (10) days.
- On the second anniversary date of employment and each successive anniversary date through the sixth anniversary date (for employment years three (3) through seven (7)): fifteen (15) days.
- On the seventh anniversary date of employment and each successive anniversary date through the seventeenth anniversary date (for employment years eight (8) through eighteen (18)): twenty (20) days.
- On the eighteenth anniversary date of employment and each successive anniversary date thereafter (for employment years nineteen (19) and thereafter): twenty-five (25) days.

d. Paid Holiday & Vacation Leave

In the event a paid holiday occurs during an Employee's scheduled vacation, the Employee will not be charged a vacation day but will, instead, be paid for the holiday.

e. .Unused Vacation Upon Separation

Upon separation from employment with COWINS, an Employee shall receive cash payment for all earned unused accumulated vacation time.

f. Vacation Scheduling

COWINS shall endeavor to comply with the Employee's request for vacation time consistent with the operational demands of the organization. Employees may take vacation time each year in full day increments with at least five (5) days' notice. Request for concurrent vacations which cause undue staffing or scheduling problems shall be honored at the discretion the immediate supervisor. Employee requests for vacation time shall not be unreasonably denied. The Employer may black out up to six (6) weeks per year, where staff vacation shall not be permitted except for specific need outside the Employee's control, such as a family wedding. A week for the purposes of this article runs from Saturday to Friday. A blackout period may be limited to specific departments or regions. The Executive Director, in consultation with the LMC, shall set any necessary vacation blackout dates and notify Unit Employees in January of each year. The LMC may review and adjust blackout dates each quarter.

g. Carry Over of Unused Vacation

All leave available for any anniversary year must be taken before the end of that anniversary year, except that an Employee shall be allowed to carry over into the next anniversary year up to fifteen (15) days of accrued vacation. In the event the Employee is unable to schedule vacation for job related reasons and is subject to the loss of earned vacation time, the Employee may request, in writing, that any unused time in excess of the fifteen (15) days permitted, be carried over into the following anniversary year. Requests for carrying over unused vacation time shall not be unreasonably denied.

h. Cash Out of Unused Vacation

Notwithstanding the provisions above, at the Employee's option, the Employee may cash out up to 10 days of unused vacation at the end of either the Employee's anniversary year or the Employee's step raise date, at the option of the Employee, to be paid no later than the full pay period following the Employee's choice of applicable anniversary date. The Employee may use this cash out option one time per rolling 12-month period.

i. Maximum Vacation Carryover & Cash Out

In any given anniversary year, the sum of vacation days carried over and vacation days cashed out may not exceed fifteen (15). Unused vacation beyond the fifteen (15) day limit may be assigned by the Employer to be taken by the Employee.

5. Sick Leave & Flex Time

a. Sick Leave

i. Sick Leave Accrual

Employees shall be granted four (4) days of sick leave upon hire and one-half (1/2) day of sick leave for each two weeks' pay period, for a yearly total of seventeen (17) days in the first year of employment and thirteen (13) days a year thereafter. Sick leave shall be accumulated to a maximum of sixty (60) working days. Hourly Employees may use sick leave for doctor and dental appointments and for illness of their spouse and children up to eighteen (18) years of age. In addition, in extraordinary situations upon approval by their immediate supervisor and the COWINS Executive Director or their designee, an Employee may use sick leave for an illness of members of the Employee's immediate family irrespective of age.

ii. Mental Health

Because the nature of our work sometimes requires long, irregular hours and intense, conflict-heavy interactions, it is important that in addition to using vacation time, we care for our mental health. COWINS recognizes that mental health is health. Sick leave may be used for mental health & wellness leave by all Employees.

iii. Use of Sick Leave

Sick leave may be taken only after the two-week period in which it is accrued, except that in each calendar year, all Employees may use up to six (6) days of sick leave before it is accrued. Sick leave may not be taken in increments less than a full working day except for medical and dental appointments for the Employee or child as specified above, or for illness of a child, unless an Employee becomes ill during working hours. COWINS shall furnish each Employee monthly each Employee's current accrual of sick leave. At any time, individual Employees may receive an accounting of their current accrued sick leave by requesting a written leave Status Report from Personnel.

b. Sick Leave Bank

i. Sick Leave Bank Participation

A Sick Leave Bank shall be used in the event of serious illness or injury resulting in long-term absence from employment, or for parental leave. Each Employee who wishes to voluntarily participate in the Sick Leave Bank shall donate a minimum of one (1) day, up to any number of days each year to the Sick Leave Bank, so long as the Employee retains at least five (5) days of sick leave for personal use. Donations shall be made by written notification to the Executive Director and DNG Unit Chair during the month of January or July each year, or for newly hired Employees within ten (10) working days following completion of six (6) months of employment. Upon receipt of any such written notification providing a specific number of days to be donated annually, their voluntary participation shall be deemed to continue in effect unless and until the Employee withdraws their authorization by written notification to the Executive Director or until the Employee's sick leave balance diminishes to ten (10) or fewer days. Benefits may be extended to non-qualifying Employees upon mutual agreement of the Parties.

ii. Sick Leave Bank Donations

The donated days shall be deducted from each individual Employee's sick leave allotment. An Employee participating in the Sick Leave Bank who has depleted first their sick leave and then any accrued annual leave that exceeds five (5) days and needs additional sick leave days as a result of any such serious illness or injury to themselves, family member or dependent, may draw any number of days in any calendar year from the Sick Leave Bank for their personal use. Employees must reapply for the Sick Leave Bank every ten (10) days and shall not be unreasonably denied. A request for sick leave days from the Sick Leave Bank must be accompanied by a letter from the Employee's physician verifying the seriousness of the illness or injury.

iii. Sick Leave Bank Administration

The COWINS Executive Director or their designee and the DNG Unit Chair shall administer the Sick Leave Bank and shall have complete discretion regarding the number of sick leave days to be allotted to any individual Employee provided that the amount does not exceed twenty (20) working days in any calendar year. The COWINS Executive Director or their designee shall make the final decision as to the number of days to be provided by the Bank.

iv. Cancellation of Sick Leave Bank Participation

Employees who cancel their voluntary participation in the Sick Leave Bank forfeit all unused donated hours. Donated hours will remain in the balance of the Sick Leave Bank for use by other Employees.

c. Flex Time

i. Purpose

Flex Time provides paid time off to support rest, mental health, and work-life balance for overtime-exempt Employees engaged in dynamic and irregular schedules. This section replaces and consolidates prior provisions related to personal days and relief time.

ii. Regular Accrual

1. Employees shall accrue 0.5 Flex Days per biweekly pay period (26 pay periods), totaling 13 Flex Days per year.

2. Accrual begins on the first full pay period following the date of hire and is prorated for partial pay periods.

iii. Flex Time for Extended Workweeks

1. Overtime-exempt Employees shall earn additional Flex Time when they work six (6) or seven (7) days in a single Saturday-to-Friday workweek.

2. Flex Time shall be credited in half-day increments, as follows:

   - For each 6th or 7th day worked during the defined workweek, the Employee shall earn:
     - 0.5 Flex Day if the Employee works 4 hours or fewer that day
     - 1 Flex Day if the Employee works more than 4 hours that day

3. "Days worked" shall include any day in which the Employee performs substantive duties on behalf of the Union, including member meetings, events, field visits, or required campaign or administrative work.

iv. Cap on Accrual

1. Flex Time balances are capped at 10 days.

2. Once an Employee reaches the cap, further accrual pauses until time is used.

3. Flex Time accrued for extended workweeks shall accrue in excess of the cap.

v. Use of Flex Time

1. Flex Time may be taken in half-day or full-day increments with supervisor approval.

2. Requests for Flex Time shall not be unreasonably denied.

3. Employees are encouraged to use Flex Time within 12 weeks of accrual.

4. The Employer may require use of Flex Time once the cap is reached.

vi. Tracking & Reporting

The Employer shall track Flex Time accruals and balances and provide a system to review balances.

vii. Transition

1. Upon implementation of this provision, unused personal days and accrued relief time shall convert to Flex Time, subject to the 10-day cap.

2. Excess time beyond the cap may be used within 90 days of implementation.

d. Personal Holiday Leave — Birthday

Employees will be granted a personal holiday to be taken on Employee's birthday or on another day suitable to COWINS and the Employee. This personal holiday must be taken within the calendar year and cannot be carried over into the following calendar year. Employees will receive the birthday regardless of whether their birthday comes before or after their date of hire.

6. Unpaid Leaves of Absence

a. Types of Leave

Leaves of absence for reasons other than disability, personal illness, family illness, parenting, or military service, are granted at the sole discretion of COWINS.

b. Requests for Leave

Staff requests for a leave of absence must be submitted in writing to their supervisor stating the purpose of the leave, the first date of the leave and the anticipated return date.

c. Requests for Extension

If possible, an Employee is required to identify the anticipated date of return from a leave of absence at the time the request for leave is made. Requests for extensions of leaves of absences must be submitted in writing with an explanation of the need for the extension and with, where applicable, medical documentation of the need for the extension. Extensions of leaves of absence shall be granted at the sole discretion of the Employer.

d. Retention of Position During Leave

An Employee returning from an approved leave of absence shall be guaranteed return to the same or equivalent position and shall be entitled to their same pay plus any across-the-board increases given during the first year of the leave.

e. Early Return from Leave

An Employee, who wishes to return from an approved leave of absence earlier than anticipated, shall provide reasonable advance notice to their supervisor of the intended date of return.

7. Family & Family Medical Leave

a. FMLA Compliance

Colorado WINS will fully 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 below provisions provide for rights that are in addition to those governed by state and federal law.

b. FML for Alternative Child Care

In addition to those reasons provided for under the FMLA, Colorado WINS will allow for FML for the placement of a child with the Employee for adoption or foster care.

c. Parental Leave

In addition to other forms of leave provided for in this contract, COWINS will provide, upon request, six (6) weeks paid parental leave for any Employee who has been employed with COWINS for six months or more.

d. FAMLI Premiums

WINS shall continue to pay the Employee and Employer share of Colorado Family and Medical Leave (FAMLI) premiums or the full premium of a qualifying private plan that provides all the same or better benefits, rights, and protections as the State plan. Paid time off including but not limited to short-term-disability insurance, sick leave and vacation may be used by the Employee to supplement FAMILI benefits up to the Employee's full regular gross pay.

8. Medically Related Leave Absences Upon Exhaustion of All Other Forms of Leave

a. Family Medical Leave Compliance

COWINS will comply with all federal and state laws concerning family medical leave. The rights described below shall be in addition to those rights already found in law.

b. Provision of Medical Unpaid Leaves of Absence

COWINS may provide unpaid leaves of absence for Employees who have exhausted all other forms of leave and who are not able to return to work for medically certified reasons. The duration of the leave will be within the discretion of the Employer.

c. Notification of Medical Leaves of Absence

Employees who require a medical leave of absence shall notify their supervisor and Executive Director as soon as possible by submitting their request on the standard form provided by Colorado WINS.

d. COWINS may request any necessary medical information in making the determination.

e. Leave may be taken intermittently or on a part-time schedule when medically necessary.

f. Leave for Pregnancy

Physical inability to work due to pregnancy shall be considered the same as inability to work due to any other physical disability. Leave granted pursuant to this subsection will be in addition to other forms of leave, including Article III.8-9.

g. Military Leave

Leaves of absence for the performance of duty in the U.S. Armed Forces or with a Reserve component thereof will be granted in accordance with applicable law. An Employee may use vacation or personal leave for this purpose, at their own discretion.

9. Bereavement Leave

a. Allotted Bereavement Leave

Employees shall be allowed five (5) 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. In keeping with COWINS recognition of the diversity of COWINS staff the definition of family member and others is purposely broad because today's families do not necessarily reflect the traditional family structure.

b. Travel During Bereavement Leave

Necessary time off without loss of pay for travel purposes, as measured by the fastest practical mode of transportation, shall be granted upon request of the Employee when, in COWINS' judgment, such additional time is warranted.

10. Witness Leave & Jury Duty

a. Unpaid Leave for Jury Duty

Employees who are subpoenaed to serve as a witness in a criminal or civil proceeding will be given the necessary time off. This excused time off will be unpaid, unless COWINS determines in its sole discretion that the Employee should receive paid leave. COWINS will not discriminate against any Employee who is requested to serve as a witness.

b. Notification of Jury Summons

An Employee summoned for jury duty or jury qualification, must notify their supervisor immediately. Full wages shall be paid to the Employee when so engaged as a juror.

11. Leave As a Result of Loss of Driving Privileges

Employees who are required to drive as part of their job and who temporarily lose their right to drive shall be allowed to take unpaid leave of up to 90 days without loss of employment.

12. Health & Safety

a. Employer Responsibilities

The Employer shall provide and assure a safe and healthful workplace. No Employee shall be required to work at the unusual risk of injury, disease, or death.

b. Health & Safety Procedures

Specific needs and issues up to and including formulation of policies and procedures regarding the safety of staff and campaign needs shall be addressed by the Labor Management Committee.

c. Access to Lactation Areas

COWINS will make reasonable accommodations to provide staff with a safe, clean, and secure area to express milk.

d. Office Closure

When the physical office is closed due to weather or other hazardous conditions Employees shall receive their full pay for the period of closure with the understanding that Employees will be working remotely. The highest-ranking manager or the manager's designee at each office location shall make the decision concerning office closure. The decision to attend site visits or other scheduled travel on inclement weather days will be made by the Employee, taking into account safety precautions.

e. Dignity in Travel Reimbursement

In recognition of the fact that women, trans, nonbinary, or gender-nonconforming Employees may face invasive or discriminatory screening during travel, COWINS shall reimburse the cost of TSA PreCheck or Global Entry for staff who travel regularly.

f. Refusal of Travel to High-Risk Jurisdictions

The Employer recognizes that jurisdictions sometimes adopt laws or policies that pose elevated legal, medical, or personal risk to Employees based on their gender identity, sexual orientation, reproductive status, race, religion, immigration status, or other protected characteristics.

No Employee shall be required to travel to or perform work in any state, territory, or locality where laws or government policies could reasonably endanger the Employee's safety, liberty, or dignity, including but not limited to jurisdictions that: Restrict access to gender-affirming healthcare or criminalize gender identity or expression; Restrict access to reproductive healthcare; Limit legal protections for LGBTQ+ individuals, immigrants, or religious minorities; Criminalize or enhance penalties for peaceful protest or union activity.

An Employee may refuse an assignment involving travel to such a jurisdiction without penalty. If refusal of an assignment is based on this provision, the Employee shall notify their supervisor as soon as practicable, and the Employer shall make a reasonable effort to identify alternative assignments or accommodations. Nothing in this provision shall prevent an Employee from voluntarily opting into travel to such locations if they feel safe doing so.

g. Protected Protest and Political Activity

The Employer recognizes that union staff may participate in protests, demonstrations, political actions, or other activities in support of the labor movement and social justice as part of their assigned duties or as representatives of COWINS. If an Employee is detained or arrested while lawfully carrying out assigned duties or acting as a representative of the Union at an Employer-approved or Union-sponsored event, the Employer shall provide support including but not limited to: Supporting Employee legal representation, Posting of bail or bond where permitted by law, and Appropriate leave or schedule accommodation to address the incident. This provision does not obligate the Employer to provide legal support for unlawful activity conducted outside the scope of assigned duties or without prior consent of the Union.

h. Nonviolent Direct Action Participation

Employees may be invited as part of their assigned duties or as representatives of COWINS to participate in nonviolent protest actions, demonstrations, or civil disobedience activities that carry potential legal or safety risk. Participation in such activities shall be strictly voluntary, and no Employee shall face retaliation for declining to participate or leaving the action. Prior to any such activity, the Employees shall be provided with a briefing describing the potential risks, the role of the Employee, the available legal and logistical support, and the plan for post-action follow-up. The Employer shall make reasonable efforts to ensure that any staff engaging in civil disobedience or high-risk protest activity has access to legal support, emergency contacts, and field debriefing if requested.

i. Safety Protocols for Field Assignments

The Employer shall not require any Employee to engage in door-to-door canvassing or high-conflict political or protest-related events alone. A buddy system shall be used for such assignments. Employees shall be assigned in pairs or teams to ensure mutual support and safety. A pair or team may consist of other Employees, members, or workers or volunteers engaged in the same project. An Employee may request to complete the assignment alone, but the Employer may deny such a request in order to ensure that all Employees desiring a buddy have one. If an Employee is assigned to a location or activity they reasonably believe poses a safety risk, they shall notify their supervisor immediately and may request reassignment or accompaniment without penalty. Any concerns shall be reviewed by the Labor Management Committee or designated safety team as soon as practicable.

j. Lodging & Privacy

When travel requires overnight accommodation, the Employer shall provide single-occupancy lodging for all Employees. An Employee may elect to share lodging by mutual consent of all parties, and such consent may be revoked at any time. This policy is intended to support staff privacy, safety, and individual comfort, especially for marginalized or vulnerable staff traveling in unfamiliar or politically sensitive areas.

k. De-Escalation & Threat Assessment Training

The Employer and the Union recognize that Employees may encounter situations in the field or workplaces involving harassment, intimidation, or safety concerns. To support Employee well-being and preparedness, the Labor Management Committee (LMC) shall jointly identify and recommend at least one comprehensive training on de-escalation, situational awareness, and threat assessment to be offered no later than December 31, 2026.

After the initial training is provided, the Employer may either directly offer additional trainings or reimburse Employees who seek out similar training, subject to prior approval by the Employer. Such approval shall not be unreasonably withheld and shall consider the relevance of the training to the Employee's role and assignment. The LMC shall review the effectiveness and accessibility of such trainings annually and may recommend additional offerings as needed.

13. Telecommuting

a. Default Employment Model

Employees are expected to fulfill all the requirements of their job whether they work in the office or from another location. Because of the shifting and irregular demands of being responsive to members, the default arrangement for Colorado WINS Employees is a flexible hybrid model. Further policy around remote work will be determined by the LMC.

b. Permanent Home-Office Work

Employees who live within 50 miles of a COWINS office will use the nearest office as their primary office. Employees who live further than a 50-mile radius may request to have their primary office be their home. Employees who use their home as their primary office must be given 30 days' notice prior to any travel to a COWINS office at their own expense. 30 days' notice is not required for travel that is covered by the Employer.

The basic expenses of establishing a home office shall be covered by COWINS. The equipment and supplies to be provided or reimbursed will be included in a remote work plan created by the Employee and their supervisor and approved by the Executive Director or designee.

Business needs may require an Employee to come into an office periodically. Reasons to be required to be in person include but are not limited to helping with coverage for office open hours; attending or facilitating meetings; or receiving training, coaching, or supervision. Supervisors may work with an Employee to establish a schedule for in-office time on a weekly, monthly, or standing basis.

Travel expenses from a remote location to an assigned Colorado WINS office are the responsibility of the Employee unless otherwise agreed to in the remote work plan.

14. Release Time

In respect to our staff's need and desire to contribute to all aspects of the labor movement, COWINS will not unreasonably deny requests for release time to take part in CWA-DNG activities. No Unit Employee will receive more than three (3) days of paid release time annually.

15. Turf Allocations

The Employer shall strive to incorporate feedback from the Unit when assigning turf to Organizers. At least one group discussion must be held between Organizers and the Employer before turf is permanently reallocated.

Article IV
Career and Wage

1. Job Classifications

The job classifications shall be as following:

- **Grade I**
  - Grievance Representative
  - Organizer

    - Political Organizer
    - Community Organizer
- **Grade II**
    - Communications Specialist
    - Data Specialist
    - Office Manager
- **Grade III**
    - Senior Organizer
    - Senior Community Organizer
    - Senior Political Organizer
- **Grade IV**
    - Lead Organizer
    - Digital Lead
- **Grade V**
    - Communications Coordinator
    - Data Coordinator
    - Grievance Coordinator
    - Political Coordinator

2. Wages

a. Probationary Wages
Probationary Employees shall progress pursuant to the contract.

b. Seniority for Promotion to Senior Organizer
In order to be promoted to Grade III as a Senior Organizer, the Employee must have at least 1 year of experience with COWINS.

c. Role of a Senior Employee
Senior positions are staff who have demonstrated advanced abilities in member leadership development, mobilization, collective/workplace actions in their vocation. Senior positions work under the direction of Lead positions and their Director, and take on additional responsibilities and projects.

d. Process for Promotion to Senior Positions
An Employee may be promoted to Senior at the time of the performance evaluation. Each Employee will be evaluated on criteria as established in the performance evaluation and position description. To be promoted to a Senior Employee, an Employee shall be consistently performing at a level and showing skills that excel in the development of leadership and building Union structure. All decisions concerning performance evaluations shall be within the purview of the Employer. If the Employer fails to conduct a performance evaluation, the affected Employee shall be considered to have met the expectations of their job descriptions for that period of the evaluation.

e. Role of a Lead Employee

A Lead is an Employee who works in a leadership role within their team, assuring that all team members are completing work as assigned. The Lead is responsible for two-way communication between their team and management, including notifying the appropriate manager of any performance, attendance, or conduct issues that may arise within their team. All Bargaining Unit members acknowledge and accept the role Lead Organizers have within the organization and shall not question that role.

f. Step Raise Promotion

Upon promotion to any higher pay grade, the promoted Employee shall immediately be paid within the higher grade and at least at the step within the higher grade that is greater than the Employee's prior grade and step.

g. Overtime

For all hourly Employees, overtime shall be compensated for at one and one-half (1 1/2) times the Employee's regular straight-time hourly rate of pay. Overtime shall be defined as those required hours of work which exceed thirty-seven and one half (37 1/2) hours in a week. An Employee requested to work on Saturday, Sunday, or a holiday shall be guaranteed a minimum of four (4) hours overtime or compensatory pay.

h. Compensatory Time

Hourly Employees may request compensatory time in lieu of overtime pay for each overtime hour worked in excess of seven and one half (7 1/2) hours in a day at the rate of one and one half (1 1/2) hours of compensatory leave for each overtime hour worked.

i. Pay Grade Advancement

Employees shall advance to the next step within the Employee's pay grade on their anniversary date of hire, or most recent date of promotion. The date of hire for Employees employed prior to December 15, 2008, shall be December 15, 2008.

j. Overtime for Non-Exempt Salaried Employees

Employees who are paid salaries below the FLSA or Colorado overtime exempt minimum shall be eligible to receive time and one-half overtime pay for hours worked beyond forty (40) hours in a pay week. Salaries are based on a 35-hour workweek. So, for the purpose of calculating overtime pay the Employee's weekly salary shall be divided by 35 hours to determine the Employee's hourly rate. That amount shall be multiplied by 1.5 to determine the overtime rate. Overtime is not owed for less than forty hours in a workweek.

k. Salary Scales

Salary Scales

Effective 1/1/26, scales increase by:	2.50%	Step 2yr to 3yr and beyond:	3%
Effective 1/1/27, scales increase by:	2.50%	Start to 1yr step:	5%
		5 yr step:	6%

Grade 1, Grievance Representative, Organizer, Political Organizer, Community Organizer

	Start	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	12yr	14yr	16yr	18yr
Current	65,710.27	68,995.78	71,065.66	73,197.63	75,393.56	79,917.17	82,314.69	84,784.13	87,327.65	89,947.48	92,645.90	95,425.28	98,288.04	101,236.68	104,273.78
1/1/2026	67,353.03	70,720.68	72,842.30	75,027.57	77,278.39	81,915.10	84,372.55	86,903.73	89,510.84	92,196.17	94,962.05	97,810.91	100,745.24	103,767.60	106,880.62
1/1/2027	69,036.85	72,488.70	74,663.36	76,903.26	79,210.35	83,962.98	86,481.87	89,076.32	91,748.61	94,501.07	97,336.10	100,256.19	103,263.87	106,361.79	109,552.64

Grade 2, Office Manger, Communicaitons Specialist, Data Specialist

	Start	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	12yr	14yr	16yr	18yr
Current	66,950.08	70,297.58	72,406.51	74,578.71	76,816.07	81,425.04	83,867.79	86,383.82	88,975.34	91,644.60	94,393.94	97,225.76	100,142.53	103,146.80	106,241.21
1/1/2026	68,623.83	72,055.02	74,216.67	76,443.17	78,736.47	83,460.67	85,964.49	88,543.42	91,199.72	93,935.71	96,753.79	99,656.40	102,646.09	105,725.47	108,897.24
1/1/2027	70,339.43	73,856.40	76,072.09	78,354.25	80,704.88	85,547.18	88,113.60	90,757.01	93,479.72	96,284.11	99,172.63	102,147.81	105,212.24	108,368.61	111,619.67

Grade 3, Senior Organizer, Senior Community Organizer, Senior Political Organizer

	Start	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	12yr	14yr	16yr	18yr
Current	68,189.90	71,599.40	73,747.38	75,959.80	78,238.59	82,932.91	85,420.90	87,983.52	90,623.03	93,341.72	96,141.97	99,026.23	101,997.02	105,056.93	108,208.64
1/1/2026	69,894.65	73,389.38	75,591.06	77,858.79	80,194.56	85,006.23	87,556.42	90,183.11	92,888.61	95,675.26	98,545.52	101,501.89	104,546.94	107,683.35	110,913.85
1/1/2027	71,642.01	75,224.11	77,480.84	79,805.26	82,199.42	87,131.39	89,745.33	92,437.69	95,210.82	98,067.15	101,009.16	104,039.43	107,160.62	110,375.44	113,686.70

Grade 4, Lead Organizer, Digital Lead

	Start	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	12yr	14yr	16yr	18yr
Current	70,669.53	74,203.01	76,429.10	78,721.97	81,083.63	85,948.65	88,527.11	91,182.92	93,918.41	96,735.96	99,638.04	102,627.18	105,706.00	108,877.18	112,143.49
1/1/2026	72,436.27	76,058.08	78,339.82	80,690.02	83,110.72	88,097.37	90,740.29	93,462.50	96,266.37	99,154.36	102,128.99	105,192.86	108,348.65	111,599.11	114,947.08
1/1/2027	74,247.17	77,959.53	80,298.32	82,707.27	85,188.49	90,299.80	93,008.79	95,799.06	98,673.03	101,633.22	104,682.22	107,822.68	111,057.36	114,389.09	117,820.76

Grade 5, Grievance Coordinator, Political Coordinator, Data Coordinator, Communications Coordinator

	Start	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	12yr	14yr	16yr	18yr
Current	73,149.17	76,806.63	79,110.83	81,484.15	83,928.68	88,964.39	91,633.32	94,382.32	97,213.79	100,130.20	103,134.11	106,228.13	109,414.98	112,697.43	116,078.35
1/1/2026	74,977.90	78,726.79	81,088.60	83,521.26	86,026.89	91,188.50	93,924.15	96,741.88	99,644.14	102,633.46	105,712.46	108,883.84	112,150.35	115,514.86	118,980.31
1/1/2027	76,852.35	80,694.96	83,115.81	85,609.29	88,177.57	93,468.21	96,272.26	99,160.43	102,135.24	105,199.30	108,355.28	111,605.93	114,954.11	118,402.73	121,954.82

3. Differentials

a. Bilingual Differential

An Employee who is required, in the regular course of their assigned duties, to use a second language will receive a differential of six percent (6%) above their contractual scale, subject to such an Employee demonstrating an oral fluency in the second language required.

b. Lead Differential

In the circumstance that a higher pay grade position is vacant for a period longer than 3 weeks and a lower pay grade classification is asked to perform the same work, a lead differential of 5% shall be applied for every pay grade level exceeding the Employee's current pay grade. If a Unit Employee is assigned a temporary lead role, a lead differential of 5% shall be applied for every pay grade level exceeding the Employee's current pay grade. This differential will be applied for the duration of the assignment or up to six (6) months, unless mutually agreed otherwise by the Parties. Probationary Employees cannot be assigned higher pay grade work.

4. Benefits

a. Evaluation of Benefits

The Employer and representatives of the Staff Union shall meet and confer to discuss any proposed changes to the present benefits packages including the issuance of request for proposals from providers and evaluation of those proposals.

b. Provision of Benefits

COWINS provides for its staff a full range of benefits, which are summarized below. Employees, their dependents and/or their domestic partner are covered under COWINS Health, Hospitalization and Pension Programs. Other than domestic partners, eligibility of dependents shall be consistent with State and Federal laws. Within thirty days of employment, new Employees will receive detailed summary plan descriptions of all medical and retirement benefits offered.

c. Short- & Long-Term Disability Insurance

Short- and Long-Term Disability Insurance shall be provided to Employees, the cost of which shall be fully covered by the Employer. The Unit shall have two representatives present to decide on a provider with the Employer. Any plan selected by the deciding group shall not require the Employees to exhaust other forms of leave prior to accessing short- and long- term disability insurance. Only Employees are eligible to access short- and long- term disability insurance.

d. Definition of Benefits

Health, Dental, Vision and Prescription Insurance: Premiums for coverage shall be 100% paid by COWINS for Employee and their dependents.

e. Eligibility for New Staff

An Employee and their dependents are eligible for fully paid medical, dental, and vision benefits.

f. Notification of Insurance Coverage

COWINS intends to continue its current insurance coverage. COWINS will notify Employees of any substantive change in coverage as far in advance as possible.

g. Activation of Insurance Coverage

Insurance coverage for new Employees shall go into effect as soon as allowable under each plan's terms, and in no event shall it go into effect later than the first day of the third month of employment.

h. Domestic Partner Benefits

Domestic Partner's Benefits are available for the domestic partner of an Employee, provided all the eligibility requirements are met.

i. Flex Spending Account

The Employer will establish a Flex Spending Arrangement for Employees to participate in.

5. Childcare Reimbursement

Colorado WINS shall pay up to $18 per hour for out-of-pocket childcare expenses for any hours worked after 6 pm and prior to 8 am weekdays and for any time worked on weekends and holidays. Receipts must be provided prior to payment for said expenses and a spouse or significant other shall not be eligible for reimbursement.

6. COBRA

Upon termination of employment, Employees may extend their health coverage through Omnibus Budget Reconciliation Act of 1985 (COBRA). COWINS Employees covered by the COWINS medical benefits plan have the right to continue their current coverage at their own expense in accordance with COBRA regulations if they terminate employment with COWINS for any reason other than gross misconduct.

7. <u>Workers Compensation</u>

a. <u>Workers Compensation Compliance</u>
COWINS will be fully compliant with state workers compensation laws. Provisions in this contract should be construed as providing rights in addition to those already provided by law.

b. <u>Return to Work</u>
When a worker's compensation physician determines that an injured Employee is able to return to work on a modified or reduced duty basis, the Employer may assign the Employee to any meaningful work within the Bargaining Unit or assign a reduced work schedule. The Employee shall be paid at their regular weekly rate. Time worked in modified or reduced duty status shall not be considered in Employee evaluations or disciplinary actions.

8. <u>Life & AD&D Insurance</u>

COWINS shall provide, at no cost to the Employee, group life insurance coverage in the amount of $50,000, with matching Accidental Death & Dismemberment (AD&D) benefits. All eligible Employees shall be enrolled in the Employer-sponsored policy on their first day of employment or as soon as administratively possible thereafter, consistent with the terms of the insurance provider.

9. <u>Pension</u>

COWINS staff participates in the SEIU Affiliate Staff Plan. The plan is a defined benefit plan fully paid by the Employer. COWINS contributes a percentage of each Employee's base pay/salary on a monthly basis. The contribution rate shall be set by the Plan and paid for by the Employer. A copy of the summary plan description shall be made available to each Employee.

10. <u>401K Retirement</u>

Employees may participate in the COWINS 401K Retirement program. This plan is 100% Employee contributed.

11. <u>Car Allowance & Mileage Reimbursement</u>

a. <u>Car Allowance</u>
The Employer agrees to provide the following job classes with a two hundred seventy-five dollar ($275) taxable car allowance per two-week pay period:

- Organizer
- Grievance Representative
- Political Organizer
- Community Organizer

- Senior Organizer
- Senior Community Organizer
- Senior Political Organizer
- Lead Organizer
- Grievance Coordinator

Additional job classifications may be added to the eligibility list through discussion with the LMC. Car allowances shall be paid to Employees with their regular bi-weekly pay in equal amounts over twenty-six (26) pay periods per year. This allowance shall be payment for the costs of operating the Employees' vehicle. Payment for expenses incidental to travel such as parking and tolls shall be reimbursed as expenses per Article IV.12.

b. Mileage Reimbursement

Employees exceeding the number of miles covered by the car allowance of $275 per two-week period as compared to the current IRS mileage rate shall be reimbursed at the IRS rate for all additional business mile driven during each two-week pay period. For example, the IRS mileage rate on the date of ratification was 70 cents per mile. ($275 divided by 70 cents equals 393 miles) Employees would be reimbursed at 70 cents per mile driven beyond 393 miles in the two-week pay period. Commutes between an Employee's home and their assigned COWINS office are not eligible for mileage reimbursement.

c. Car Allowance Eligibility

To be eligible for the car allowance as described in this Article IV.11, the Employee must have a valid driver's license and auto insurance with a minimum of $50,000 liability coverage for that period of reimbursement.

d. AAA Coverage

COWINS shall provide each Employee with AAA coverage.

12. Expense Reimbursements

a. Business Expenses

All reasonable small business expenses incurred by the Employee including, but not limited to, meeting expenses, personal office costs, business calls charged to the Employee and postage shall be submitted for reimbursement under the reimbursement procedures established by COWINS. All large business expenses including, but not limited to air fare, lodging, and car rental shall be paid directly by COWINS or charged to COWINS unless otherwise impracticable. Any business expense over $100 must be preapproved. All approved reimbursement requests submitted by a Bargaining Unit Employee shall be paid within two (2) weeks.

b. Per Diem

i. Eligibility

1. Per diem may only be claimed for travel that includes at least one overnight stay and is conducted for official COWINS-approved travel.

2. Travel that begins and ends on the same day is not eligible for per diem, but may qualify for reimbursement of actual expenses as outlined below.

ii. Reimbursement for Same-Day Travel (For No Overnight Stay)

1. For same-day travel, the Employer will reimburse reasonable actual meal and incidental expenses (excluding alcohol) with itemized receipts, if the travel meets the following criteria: Travel takes the Employee more than 50 miles from home; the Employee's workday begins before 7:00 AM or ends after 8:00 PM; and The Employee's workday is 10 hours or longer.

2. Reimbursement for same-day travel may not exceed the prorated GSA per diem amount for the relevant meal(s) and location.

iii. Per Diem for Multi-Night Travel

For multi-night travel, Employees may claim flat-rate per diem for meals and incidental expenses in accordance with GSA per diem rates for the travel location.

iv. Return Day of Multi-Night Travel

On the final day of travel, instead of a full per diem, Employees may claim the GSA rate for first and last day travel.

v. No Per Diem for Provided Meals

1. If two or more meals are provided at no cost to the Employee (e.g., included in conference registration, staff events, or hotel stays), that travel night shall not be eligible for per diem. Exceptions to this exemption are:

   - If the food provided is not compatible with an Employee's dietary restrictions or needs.
   - If an Employee is assigned or in sessions that do not allow them to eat the provided meals.

2. Employees must disclose any provided meals when submitting per diem or travel expense forms.

vi. Receipts & Documentation

1. Per diem payments do not require receipts.

2. Reimbursement of actual meal expenses requires itemized receipts and must be submitted in accordance with Employer reimbursement procedures.

c. Work Phone & Phone Allowance

COWINS shall provide to all Employees, a smart phone with a service and data plan adequate to perform the job or reimburse the Employee for use of their personal smart phone as follows. If an Employee decides to use their personal smart phone for work instead of a COWINS issued cell phone the Employee will be given a cell phone taxable allowance of $100 a month.

d. Reimbursement Reports

Expense reimbursement reports must be submitted within the month incurred or the following month. All expenses incurred in November and December must be submitted by January 15 of the following year.

13. Seniority

a. Calculation of Seniority

With the exception of vacation accrual discussed in Article III.4.c of this document seniority shall be calculated from the Employee's most recent hire date with COWINS. Seniority shall prevail in cases of:

- Transfers
- Layoffs
- Vacation priority
- External training opportunities

b. Termination of Seniority

Seniority shall terminate if the Employee quits or is discharged for just cause; fails to return to work at the expiration of an Employer approved leave of absence; retires; has a break in service of more than 30 calendar days.

c. Restoration of Seniority

Employees who accept a recall from layoff as provided in Article IV.14 below shall have their full seniority restored.

14. Layoffs and Recall

a. Reorganization of Operations

The Employer retains the right to reorganize its operations provided that the Employer meets with the Union prior to any major reorganization and discusses the impact any such reorganization would have on members of the Bargaining Unit and alternatives to the reorganization.

b. Notice of Layoff

Any permanent Employee to be laid-off shall be given either four (4) weeks' notice in writing or four (4) weeks' pay in lieu of notice. At WINS' or the Employee's option, an Employee may elect to terminate immediately upon notice and receive four (4) weeks of pay in lieu of notice. A copy of the layoff notice shall be submitted to the DNG Unit Chair.

c. Voluntary Layoff

Should COWINS have to reduce the number of Employees in a job classification, the Employees in that job classification may volunteer for the layoff by seniority and that approval will be based upon the remaining Employees being able and qualified. If no Employee volunteers for the layoff, then COWINS shall layoff the least senior Employee in that classification or exercise the right to layoff out of seniority order as described in Article IV.14.d below.

d. Layoff Without Seniority

COWINS may reduce the number of Employees without regard to seniority by notifying the Employee(s) to be displaced and paying an additional four (4) weeks of severance pay.

e. Demotion Instead of Layoff

Employees scheduled to be laid off may bump back into a previously held job title in a lower classification. For example, an Organizer promoted to Senior Organizer then laid off may return to the Organizer position. In such case, the least senior person in the bumping Employees prior job title shall be the one subjected to layoff. The bumping Employee's pay shall be adjusted to the appropriate level and step for the position returned to. An Employee displaced by such bumping may also bump to a previously held job title, if any. The right to bump shall not apply when the company exercises its right to lay off without regard to seniority order as described in (d) above.

f. Layoff During Leave of Absence

An Employee who is laid off while on an approved disability leave of absence shall be eligible to continue to use any form of paid leave earned and accrued prior to the effective date of the layoff, and any leave from the Sick Leave Bank for which approval was granted prior to the notification of layoff. Health insurance coverage for Employees who are laid off while on an approved disability leave of absence shall continue to the extent provided in this Agreement.

g. Recall After Layoff

Employees who have completed their probationary period and are laid off shall be maintained on a recall list for two (2) years from lay-off date. Whenever job openings in a job classification where there are Employees on layoff, such Employees will be recalled to their former, or any substantially equivalent, position for which they are able and qualified on a seniority basis. The recall offer shall remain in effect for two (2) weeks. It is agreed that qualifications may vary depending upon the remaining work.

h. Reemployment Assistance

The Employer will make a good faith effort to assist laid off Employees in finding other suitable employment with the two parent Unions or other organizations. The Executive Director shall provide a reference stating the Employees dates of employment, position held, job duties and the reason for termination.

i. Recall After Layoff During Leave of Absence

Recall rights for Employees who are laid off while on an approved disability leave of absence shall commence on the date the Employee is released from disability by their physician and able to return to work.

j. Health Insurance Coverage

The Employer will continue providing health insurance through the month subsequent to the four-week period identified in Article IV.14.b.

k. Layoff Severance Pay

Laid off Employees shall receive one week's pay for each one year of service up to a maximum of six (6) weeks of pay as severance. This shall be in addition to any amount as provided for in Article IV.14.b.

l. <u>Closure or Merger of the Local</u>
If COWINS Local 1876 is dissolved resulting in the layoff of Employees, all monetary obligations proved in the layoff provision of the Contract shall apply.

If COWINS Local 1876 is to be merged with or absorbed by another local, COWINS shall notify the DNG Unit and the Parties shall enter into effects negotiations to address any changes in pay or other working conditions that may result from such merger or absorption.

In case of merger or absorption, COWINS Employees that are not laid off through the transition shall have the right to resign during the transition and receive severance as provided in the Contract.

15. <u>Filling of Vacancies</u>

a. <u>Notification of Vacancies</u>
The Employer shall regularly update Employees via electronic mail of all available vacancies within the organization including positions outside of the Bargaining Unit.

b. <u>Internal Posting of Vacancies</u>
Unless mutually agreed otherwise by the Parties, vacancies shall be posted internally for a period of one week before external candidates are interviewed. Positions shall not be posted externally prior to being posted internally, unless mutually agreed by the Parties.

c. <u>Criteria for Filling Vacancies</u>
When filling vacancies, the criteria for consideration will be within the discretion of the Employer; notwithstanding this right of the Employer to fill positions as it deems appropriate, the Employer may consider seniority as one of these criteria in the evaluation process. Current Employees who apply for a promotion shall be given first and preferential consideration for the position. If an Employee feels this consideration was not given during a hiring process, they may request a review of the hiring decision within 30 calendar days of the vacancy being filled.

Article V
Education and Training

1. <u>Education & Training Programs</u>

COWINS may provide programs for the training and career development of its Employees in the various skills, knowledge, and abilities which will best qualify them for performance of their official duties as COWINS Employees and enhance their promotional opportunities. This may include in house training programs or upward mobility programs considered job-related.

2. Eligibility for Education & Training

Each Employee with at least six (6) months of seniority may be eligible to attend seminars, courses, and conferences not sponsored by COWINS which are job related or related to career development with COWINS. Such courses must be approved in advance by their immediate supervisor. The costs of an approved course, including travel and room accommodation, shall be paid directly by COWINS, subject to budget constraints and the timely submission by the Employee. COWINS will make reasonable time available for Employees to attend courses.

3. Access to Education & Training

Within the first year of employment and at least every two (2) years thereafter, Bargaining Unit Employees who request such trainings shall be sent to attend in person training provided by a parent Union or other labor organization, such as SEIU or AFT basic skills training, if available. The costs of the course, including travel and room accommodation, shall be paid directly by COWINS or by a parent Union. Requests to attend conventions or other trainings shall not be unreasonably denied.

Article VI
Savings Clause

In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the reminder of the Agreement shall remain in full force and effect.

Upon such determination, the Parties shall meet promptly to negotiate a substitute provision that complies with applicable law and reflects the original intent of the affected provision to the extent legally permissible.

Article VII
Duration of Agreement

This Agreement shall be effective as of January 1, 2026 and shall continue in full force and effect until December 31, 2027. The provisions of the contract will remain in full force and effect until the Parties reach a new Agreement or impasse.

Denver Newspaper Guild-CWA

Konner Pemberton

Marisa Lopez

Joseph Herrera

Sam Hambleton

Jessica Ortega

Tony Mulligan

Colorado WINS

Hilary Glasgow

Nicholas Voss

Zach Werkowitch

Date of final signature: October 9, 2025