

Contract

between

Denver Urban Gardens (DUG)

and

Denver Newspaper Guild – CWA Local 37074

Effective January 1, 2025, through December 31, 2026

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Article 1 – Recognition

1.1 Included in the unit: In accordance with the voluntary recognition agreement between the Employer and the Union, DUG recognizes the Denver Newspaper Guild – CWA Local 37074 as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and all other conditions of employment for all employees that are not excluded as provided in Sections 1.2 to 1.5 below. The coalition of employees who are members of the Union are collectively referred to as Denver Urban Gardens Workers United.

1.2 All supervisors, managerial employees, and confidential employees, as defined in the National Labor Relations Act, as amended, are excluded from the bargaining unit.

1.3 All volunteers and members of the DUG Corps who are not employees of DUG are excluded from the bargaining unit.

1.4 All temporary employees who are employed for terms of six (6) months or less are excluded from the bargaining unit.

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

1.6 The Union recognizes that DUG often engages independent contractors to perform work for the organization subject to the terms and conditions of grants issued by entities other than DUG. The Union and Employer agree that such independent contractors are not employees and therefore excluded from the bargaining unit in accordance with their classification as independent contractors.

Article 2 – Union Membership and Dues Checkoff

2.1 If and when an election is conducted and eligible employees approve the ratification of an all-union requirement pursuant to Colorado Revised Statute § 8-3-108, and certification by the Colorado Department of Labor and Employment (CDLE), the Employer shall require as a condition of employment of each bargaining unit employee that the employee become and remain a member of the Union in good standing not less than thirty (30) days following either: (1) the date when the CDLE certifies the all-union shop, such that this Union Shop provision becomes legally enforceable; or (2) the date the employee is

hired, whichever occurs later.

2.2 Upon receipt of a properly signed form, DUG agrees to deduct all dues, fees, and COPE contributions and remit the same to the Treasurer of the Guild or their designated recipient not later than the 15th of the month following the month such dues, fees, or COPE contributions are deducted.

Article 3 – Management Rights

3.1 Except to the extent abridged, delegated, granted or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had prior to the signing of this Agreement, and these responsibilities and authority shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement. The right to manage includes:

1. To manage, direct and control its property, facilities, gardens, and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To hire, assign, schedule, transfer, lay-off, recall, promote and demote consistent with the terms of this Agreement;
5. To contract with individuals subject to the terms of grants provided by entities other than DUG consistent with provisions of this Agreement;
6. To assign work, including determining working schedules, job assignments, job duties, functions and responsibilities;
7. To evaluate performance consistent with provisions of this Agreement;
8. To discipline and discharge employees for just cause consistent with provisions of this Agreement;
9. To adopt, determine, establish, promulgate, amend and enforce reasonable rules, regulations and personnel policies consistent with provisions of this Agreement;
10. To create or discontinue any service or function;
11. To evaluate or make changes in technology and equipment;
12. To manage, direct and control the Employer's mission, brand, programs, objectives, activities, resources and priorities and to establish gardening policy and determine relationships between the Employer and governmental, educational and community agencies;
13. To, manage, direct and control the Employer's methods to raise funds to support its mission and programs, including but not limited to fundraising, donations,

corporate sponsorships, grants, membership fees, planned gifts, peer-to-peer fundraising, crowdfunding, in-kind donations, events, and cause marketing;

14. To implement improved operational methods, practices, and procedures;
15. To determine the number, type, and location of facilities, operations, gardens, and service;
16. To manage, direct and control the Employer's budget and financial obligations;
17. To set pay rates consistent with provisions of this Agreement; and
18. To take such actions as may be necessary to carry out services or safeguard employees, volunteers, and community members during emergencies declared by the Employer.

3.2 (a) The terms and conditions of employment set forth in the Employer's Employee Handbook shall govern the employment of employees covered by this Agreement when such Handbook's policies do not directly conflict with any express provision of this Agreement. It is understood that this Agreement's provisions shall govern in the event of any conflict.

(b) Existing Policies. All current Handbook policies of the employer not specifically modified by or not specifically addressed in this Agreement shall apply to bargaining unit employees on the same basis as such policies are applicable to non-bargaining unit employees of the Employer.

(c) Such Policies are each subject to the Employer's right to modify, replace, or discontinue each policy, provided that prior to implementation of a new policy, the Employer shall provide ten (10) business days advance notice to the Union, and, at the Union's request, will meet to discuss/negotiate over the new policy or a change to a new policy. Regardless, the Employer may implement after ten (10) business days and the parties may continue to discuss/ bargain until an agreement is reached or bargaining is concluded.

3.3 The above rights shall not be exercised so as to violate any of the specified provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

Article 4 – Strikes and Lockouts

4.1 The Union and employees agree they will not authorize, ratify, or condone any work stoppage, including strikes, wildcat strikes, slowdowns or sit-downs during the term of this Agreement.

4.2 No employee shall be required to cross a lawful picket line sanctioned by the Denver Area Labor Federation.

4.3 The Employer agrees not to lock out the Union and employees during the term of this Agreement.

4.4 If an employee or employees engage in any work stoppage, including strike, wildcat strike, slowdowns or sit-downs, during the term of this Agreement, the Union will immediately use its authority and best efforts to cause prompt resumption of work.

Article 5 – Discipline and Discharge

5.1 Employees have the responsibility to perform their duties to the best of their ability and to the standards as set forth in the employee's job description or as otherwise established. No employee shall be subject to discipline or discharge except for just cause.

5.2 The Parties agree to the use of progressive discipline to address issues such as poor work performance or misconduct, to improve and prevent a recurrence of undesirable behavior and/or performance issues.

5.3 Below are the steps of progressive discipline. With justification, DUG may repeat or skip steps in this process depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

5.4 The following outlines the progressive discipline process:

- **Verbal warning:** The Employer may verbally counsel an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- **Written warning:** The Employer may provide written warnings to an Employee about an issue of concern. Written Warnings are used for behavior or violations

that the Employer considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file.

- **Final written warning:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved with prior disciplinary steps, the Employer may give a final warning to the employee.
- **Discharge:** The Employer may discharge an employee if the progressive steps described above fail to correct the performance or conduct issue being addressed, or as provided in 5.5 below.

5.5 The Employer may terminate an employee's employment immediately for reasons including, but not limited to the following:

1. Theft, embezzlement, falsification of records, or commission of serious offenses.

2. Violation of the following policy, rule, or regulations:

- a. Intoxication or unauthorized possession or sale of alcohol, illegal narcotics or other intoxicating substances in the workplace;
- b. Insubordination including refusal to follow a reasonable instruction or to perform assigned work.;
- c. Sexual harassment;
- d. Intentional disclosure of any confidential DUG information to unauthorized persons. Authorized persons shall be made known to staff;
- e. Intentional damage, destruction or removal of property belonging to DUG partners, participants, volunteers or other employees, representatives or agents;
- f. Falsification of records;
- h. Gross negligence that results, in a loss to DUG; or
- i. Violation of data security, which could include failure to protect, unauthorized changes to, or intentional unauthorized attempts to access information systems, or computer software.

3. Failure to report to work or report the need to be absent for two consecutive days or more except in the situation where the employee is legitimately unable to report the absence.

5.6 Employees shall have the right, but must request, that a union representative be present at any discussion with the Employer which the employee reasonably believes may result in their discipline, any disciplinary meeting or any meeting that the employee

believes may affect their relationship with the employer. When reasonably possible, an employee shall be given reasonable advance notice when such discussion is scheduled, and the employee shall be informed of the nature of the complaint against them. If a request for a union representative is made, the discussion shall not proceed until the union representative is given a reasonable opportunity to be present. The Union and Employer agree that it is reasonable for the union representative to be available within one (1) day of the employee's request for a union representative to be present. A second union representative may attend if available at the time the first union representative is available and is attending as part of the training of the first union representative. A particular union representative may serve as a second union representative at no more than two (2) meetings during their training.

5.7 Personal Improvement Plans (PIPs) may be used as a resource in order to assist employees to achieve expectations prior to or in connection with the progressive disciplinary steps listed in Section 5.4 above.

Article 6 – Grievance and Arbitration Procedure

6.1 The time limits set forth in the following grievance steps may be extended only by written mutual consent of the parties. If the Union does not comply with the time limitations, or if the Union fails to appear for a scheduled grievance step meeting with the Employer, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with the time limitations, the Union shall have the right to proceed to the next step of the grievance procedure.

6.2 The Union shall designate a committee of up to three (3) bargaining unit employees of its own choosing to take up with the Employer any disputes regarding the interpretation or execution of this Agreement, including discipline and discharge.

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

6.4 If a dispute is not resolved via informal discussion, the Union may proceed to file a written grievance within seven (7) calendar days and follow the grievance steps as provided below. The written grievance shall explain the dispute, include a specific statement of the remedy sought, and request a meeting regarding the dispute.

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

6.6 A grievance meeting shall be held as promptly as possible after the Employer receives the written grievance but, in any case, within fourteen (14) calendar days thereafter. A grievance committee of up to two (2) bargaining unit employees designated by the Union shall meet with up to three (3) representatives of the Employer and shall discuss the grievance. The Union may substitute a TNG-CWA local or national representative for one grievance committee member. In addition to the two (2) representatives, the Union may have one (1) grievant attend. The parties may mutually agree to attendance by more than one grievant.

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

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

(b) If the resolution step is requested, a meeting shall take place no later than fourteen (14) calendar days from the Union's receipt of the Employer's written response to the grievance committee meeting or the date such response was due. For the resolution step, each party shall appoint up to three (3) representatives to participate in the resolution discussions. The purpose of the resolution step is to seek agreement on a compromise. Upon mutual agreement of the parties to assist in the resolution step, a request for mediation may be made to the Federal Mediation and Conciliation Service (FMCS).

6.9 In the event the procedure in Sections 6.1 to 6.8 above does not result in a resolution of the grievance, the Union may submit the matter to arbitration. To be timely, a demand for arbitration must be served within fourteen (14) calendar days after the last step taken as provided above is completed.

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

6.11 In the event that the dispute is not submitted to arbitration or is not timely

submitted to arbitration, the matter shall be deemed closed but may be re-opened by agreement of the two parties.

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

6.13 After an arbitrator is selected, the arbitration hearing shall be held promptly, within fourteen (14) calendar days of selection.

- (a) Each party shall bear its own legal fees and expenses of preparing and presenting its own case at the hearing.
- (b) The costs of such arbitration shall be borne equally by the Employer and the Union, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.
- (c) Either party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The party requesting the certified court reporter shall pay the court reporter's fees and pay for copies of the transcript for itself and the arbitrator; the other party shall pay the cost of a copy of the transcript for itself, if requested.

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

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

6.16 Time spent attending a grievance meeting or arbitration hearing during scheduled work time will be paid by the Employer. Up to two (2) hours of time spent by the grievance committee members preparing for the grievance meeting or arbitration hearing during scheduled work time will be paid by the Employer.

Article 7 – Labor Collaboration Committee

7.1 The purpose of the Labor Collaboration Committee (LCC) is to avoid misunderstandings, promote and improve communication, problem solving, and increased

effectiveness of the DUG staff as a whole. The LCC cannot change the language of this Agreement; however, the LCC is empowered to deal with subjects of mutual interest outside of the Agreement as well as with the application of the Agreement. Details of LCC discussions shall be confidential; discussions may be reported to bargaining unit members and to management but shall not be disclosed to outside sources.

7.2 The LCC shall consist of one (1) to three (3) representatives from each Party except by mutual agreement from each Party. Representatives shall be designated at the time of each meeting and may differ each time a meeting is called; however, to promote the purposes of the LCC (detailed in section 7.1 above), the Union agrees it will attempt to have at least one (1) representative of the Union remain constant each calendar year. The LCC shall meet once quarterly, except by agreement of both Parties, or as needed at the request of either party.

7.3 Both Parties agree to make themselves available in a reasonable manner. The Parties agree to commence an LCC meeting no more than fourteen (14) calendar days after either party requests a meeting, except by agreement of the Parties. Both parties agree to submit their proposed agenda items seven (7) calendar days before an LCC meeting to ensure efficiency and productivity.

7.4 The “chair” of the LCC shall be a member of the Union and will be responsible for scheduling, applicable minutes, and the agenda for the meetings, with input from each Party. The Union shall select its own chair without restriction from the Employer, and the chair may differ each time a meeting is called. The Union shall notify the Employer of the identity of the chair at least seven (7) calendar days before each meeting.

7.5 The chair shall share the minutes of LCC meetings within seven (7) calendar days of the LCC meeting. The Employer shall have seven (7) calendar days to propose revisions to the minutes to correct errors or omissions.

Article 8 – Union Representation

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

8.2 At reasonable times, the Employer shall allow access to their workplace(s) to Union representatives not employed by the Employer for the purpose of conferring with management and employees. The Union agrees to give the Employer as much advance notice as possible of its intent to visit the workplace facility and non-bargaining unit Union representatives will comply with all Employer safety policies during such visits. The

parties agree that instances where DUG is holding events or conducting meetings where such visit would be disruptive the Employer can deny access to non-bargaining unit Union representatives in such instances with as much advance notice as possible.

8.3 The Employer shall permit communications between Union members and between the Union and the Employer on Employer-hosted communication channels, such as Zoom, Slack, or email, and using computers issued to Union members by the Employer.

8.4 Employees shall be paid when attending grievance meetings with management during working hours, as per Section 6.16.

8.5 The Employer will allow up to three (3) bargaining unit members to attend negotiations during working hours for a successor Agreement with no reduction in pay.

8.6 The Employer shall allow all unit employees to meet one (1) hour per quarter during working hours to attend to union business with no reduction in pay. The Union shall be allowed to use and reserve rooms in the Posner Center to facilitate the one (1) hour of quarterly meeting time described in this Section, and the Employer agrees to cover the cost of these room reservations, if any, as part of its existing agreement with the Posner Center.

Article 9 – Separability

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

9.2 In the event that any portion of this Agreement is held illegal as above mentioned, the parties agree to meet within thirty (30) calendar days to agree upon a proper and legal substitute.

Article 10 – Organizational Structure and Input

10.1 At least twice a year, the Union may meet with the Employer to discuss strategic priorities and present written documentation, if applicable, to be considered by the Employer for inclusion into documentation presented to the board or other stakeholders.

10.2 The Employer shall notify the Union as soon as planning meetings begin for board

meetings in the event that the Union wants to update specific materials for consideration by the Employer. The Employer shall also notify the Union of the date of such board meeting. The Union shall have until two (2) weeks before each board meeting to present revised materials for consideration by the Employer. At least one (1) week prior to the board meeting, the Employer shall notify the Union whether they have accepted the Union's materials to be included in the presentation to the board.

10.3 Bargaining unit employees shall be allowed to attend and observe board meetings; however, bargaining unit employees shall not be allowed to attend or observe executive board meetings

10.4 Management shall furnish all staff with a written or oral report and meeting minutes within fourteen (14) calendar days following each meeting of the Employer's Board.

Article 11 - Justice, Equity, Diversity and Inclusion (JEDI)

11.1 Shared Values: DUG is committed to providing equal employment opportunity; to honoring the personal dignity of each individual with whom we interact; to cultivating and maintaining an inclusive environment; and to ensuring that our workplaces are free from discrimination, either direct or indirect. DUG's values include trust, integrity, equity, community, and curiosity. We stand in solidarity with those who are marginalized and strive in our work towards a more just future.

Working towards justice necessitates moving beyond the minimum rights that individuals are afforded: in employing a JEDI framework, DUG agrees to the policies outlined in this Article but also commits to intersectional and ongoing analysis of safety, belonging, and liberation in the workplace. These policies are only a jumping-off point.

11.2 Protected Classes Status: Ability (physical or mental), age, citizenship status, creed, ethnic or racial origin, familial status, gender, gender identity, genetic information, marital or civil partnership status, medical history, national origin, nationality, pregnancy and maternity, race, religion or belief, sex, sexual orientation, transgender status, veteran status, political affiliation or any other legally-protected basis (collectively "protected status") pursuant to U.S. federal, state, and local laws. These protections apply to employees and applicants, and cover both actual and perceived identities.

11.3 Discrimination: It is discrimination for an employer to base any decision regarding the terms or conditions of employment on any of the aforementioned classes and all characteristics protected by law.

11.4 Harassment: Harassment consists of unwelcome verbal, visual, and/or physical conduct that is based on any characteristic referenced in Section 11.2. It may include, but is not limited to, actions such as use of epithets, slurs, negative stereotyping, offensive jokes, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects, pictures, and interference with work performance, especially that relate to categories as defined in Section 11.2

- (a) Harassment may also include written or graphic material that denigrates or shows hostility toward an individual or group, whether that material is sent by email, Slack, computer screens, or elsewhere on DUG platforms or premises or circulated in the workplace, including at work-related events.
- (b) Unwelcome conduct can constitute harassment if: it has the purpose or effect of unreasonably interfering with an individual's work performance; it creates an intimidating, hostile or offensive working environment; submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or in extremely serious isolated incidents.

11.5 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 of any gender and the victim and harasser can be the same gender.

- (a) The following is only a partial list of sexually harassing conduct: explicit sexual propositions; offering employment benefits in exchange for sexual favors; making threats or retaliating after a negative response to sexual advances; sexual innuendo or sexually suggestive or sexually degrading comments about a person's body, sex life, sexual prowess or sexual deficiencies; sexually-oriented jokes, derogatory comments, epithets, slurs or catcalls; obscene language, letters, messages, notes or invitations (including by e-mail); physical contact such as touching or impeding movements; conduct such as leering, making sexual gestures; or displaying or distributing pornography or other sexually suggestive objects, pictures, cartoons, calendars, or posters (including but not limited to by e-mail, viewed or shared on a work computer or via text message).

11.6 Bullying: For the purpose of this Agreement, Bullying shall be treated as a form of harassment. DUG defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Such behavior violates the company's value that all employees will be treated with dignity and respect.

Bullying may be intentional or unintentional. However, it must be noted that where an

allegation of bullying is made, the intention of the alleged bully is not more important than the impact of the action. As in sexual harassment, it is the effect of the behavior upon the individual that is important.

11.7 Requests for Accommodation: The Employer is committed to complying with the laws protecting qualified individuals with disabilities. The Employer will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provide the requested accommodation does not create an undue hardship for the Employer and/or does not pose a direct threat to the health or safety of others in the workplace and/or the individual. If an individual requires an accommodation to perform the essential functions of their job, the individual must notify the Employer. Once the Employer is aware of the need for an accommodation, the Employer will engage in an interactive process to identify possible accommodations that will enable the individual to perform the essential functions of the job.

(a) This policy extends to all aspects of the Employer's practices, including but not limited to recruitment, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

11.8 DUG agrees to hold annual training sessions for all employees and managers promoting justice, equity, diversity, and inclusion and addressing harassment. Such training will be included as part of the onboarding process for new hires.

11.9 DUG values the use of restorative practices as an approach to non-punitive conflict management. Employees may attempt to resolve matters wholly or partially through restorative practices—including with the support of outside facilitators—so long as both the accused and complainant consent to the use of restorative practices and the restorative process proposed. Restorative practices are grounded in an ethos and praxis of community accountability.

(a) As described in Transformative Approaches to Conflict Resolution from The Commons Social Change Library, approaches towards community accountability:

“Provide SAFETY & SUPPORT to community members who are violently targeted that RESPECTS THEIR SELF-DETERMINATION.

Create and affirm VALUES & PRACTICES that resist abuse and oppression and encourage safety, support, and accountability.

Develop sustainable strategies to ADDRESS COMMUNITY MEMBERS' ABUSIVE BEHAVIOR, creating a process for them to account for their actions and transform their behavior.

Commit to ongoing development of all members of the community, and the community itself, to TRANSFORM THE POLITICAL CONDITIONS that reinforce oppression and violence.” [\[Link\]](#)

Article 12 – Anti-Discrimination and Anti-Harassment Procedure

12.1 DUG is committed to stopping discrimination and harassment even if the conduct has not risen to the level of a violation of law. All employees must abide by and uphold the Employer’s policies on harassment and discrimination.

12.2 Definitions of Involved Parties: These terms are defined only in the context of this Article (12).

- (a) Complainant: The employee who initiated the complaint.
- (b) The Accused: The subject of the complainant’s report of discrimination or harassment. The Accused can be an employee, a supervisor, management, a member of the Board of Directors, or an affiliate as defined below.
- (c) Affiliates: For the purpose of Article 12, “affiliates” are defined as individuals that are involved in the achievement of DUG’s goals including, but not limited to, contractors, garden leaders, gardeners, tree keepers, mentors and mentees, volunteers, and vendors.

12.3 Employees are encouraged to come forward with a complaint following any incident with the understanding that an employee may need a significant amount of time to process and discuss the situation before feeling ready to report it to the Employer. Any incident of discrimination or harassment is encouraged to be reported, including isolated incidents—whether or not the employee wishes for action to be taken—so that a pattern of behavior may be established. Employees understand their notification of the problem is essential to DUG. The Employer cannot help resolve a harassment problem unless it knows about it. Therefore, it is the responsibility of employees to bring their concerns and/or problems to DUG’s attention so that the Employer can take whatever steps are necessary to address the situation. The Employer takes all complaints of harassment seriously and will not penalize an employee or retaliate against an employee in any way for reporting a harassment problem in good faith.

12.4 All complaints of harassment which are reported to DUG will be investigated as promptly as possible and corrective action will be taken where warranted. The Employer and employees agree that employees are prohibited from hindering internal investigations and the internal complaint procedure.

12.5 Efforts will be made to investigate and resolve complaints in as confidential a manner as is possible consistent with proper investigation of the complaint. If, at any point, the investigation warrants disclosure of the complainant's name or identifying characteristics to an outside party, the complainant shall be notified of such needed disclosure.

12.6 The complainant may be accompanied by a union member for support in any formal discussions.

Article 13 – Hours and Scope of Work

13.1 (a) The average workweek for full-time overtime exempt and nonexempt employees is forty (40) hours per week.

(b) Non-Exempt employees who work five (5) or more consecutive hours shall be entitled to at least a 30-minute duty-free, uninterrupted, uncompensated meal break. Because of the nature of DUG's business, and certain employee's jobs, there are situations and circumstances where an uninterrupted meal period is impractical. In situations or circumstances where an uninterrupted meal break is impracticable non-exempt employees will be allowed to consume an on-duty meal without any loss of time or compensation.

(c) Over-time exempt employees may take meals and other breaks consistent with their workload.

(d) The Employer will endeavor to hold staff meetings at times before 11:00 a.m. or after 1:00 p.m.

(e) The nature of the work at DUG may require irregular hours including weekend and evening work. Employees may work a flexible schedule, as long as the employee is able to perform their job duties as outlined in their job description.

13.2 Employees shall be responsible to keep their calendar updated and their managers apprised of their schedule.

(a) The employee's responsibility to keep their calendar updated and manager apprised shall not apply in cases of emergencies, illnesses, or other similar situations. Managers shall respect existing schedules and shall not arbitrarily and/or unilaterally modify an employee's schedule.

13.3 If an employee works during a holiday, weekend, or evening, they shall be granted offsetting paid time off during normal working hours in coordination with their managers. This shall not be considered a usage of Paid Trusted Time Off, as outlined in Article 14, since it is the result of previous days worked. Employee's offsetting time off will be entered into their and the organization's calendars.

13.4 It is expected that the workload varies by season, but where an employee is working more than 40 hours a week and/or more than 5 out of 7 days in a week recurrently (where recurrently is defined as more than once in a month), the employee may notify their supervisor, who shall take appropriate action in collaboration with the employee to adjust the scope of work, workload, task list, and/or program plans in order to allow for a workload of no more than 40 hours a week and/or no more than 5 out of 7 days in a week.

13.5 Non-exempt employees who exceed 40 hours of work time in a workweek or work more than 12 hours in a workday will be paid time and one half for those hours in excess of 40 in a work week in accordance with applicable federal and state laws.

13.6 The work week begins at 12:00 a.m. on Monday morning and ends at 11:59 p.m. on Sunday night.

13.7 DUG is a hybrid (remote, in-office, and on-site/in-the-field) workplace. Days that employees are expected to be in office will be communicated clearly at the time of hiring. Standard "in-office" days are Tuesdays and Thursdays; additional days beyond this will be discretionary and decided in agreement between employees and their Managers. Employees may work remotely on "in-office" days with consent from their supervisors. Some employees may not be present in the office on standard "in-office" days due to the nature of their work.

(a) The Employer shall furnish all necessary equipment and software for employees to effectively do their jobs within the DUG office including but not limited to a work computer.

13.8 In-office meetings can be transitioned to virtual or hybrid as requested. Hybrid meetings will utilize the technology necessary for remote employees to fully participate.

13.9 Managers and supervisors shall not require or expect an employee's response on any communication channel (e.g. text, email, Slack) outside of 9:00 AM to 5:00 PM Monday through Friday or the employee's communicated work hours unless requirements of the work or a project make communication outside of these hours unavoidable.

13.10 Time spent in transit by employees traveling to and from work sites, excluding from home to the main DUG office, shall be considered working time.

13.11 When the office or worksite is inaccessible, or an event is canceled due to extreme weather or hazardous conditions, all employees, including non-exempt employees, shall remotely perform any desk work they may have and receive full pay for all planned work hours on that day.

Article 14 – Paid Trusted Time Off (PTTO)

14.1 Employees shall receive paid trusted time off (PTTO) submitted via Gusto and subject to the review and approval of their managers. PTTO is available to all employees to provide opportunities for rest, relaxation, and personal pursuits. DUG encourages employees to utilize their PTTO time for personal needs, sickness, vacation needs, or other uses agreed upon by an employee and their manager. PTTO shall include, but is not limited to, sick leave, bereavement leave, and community impact leave, as outlined below in Article 15, Other Forms of Leave.

14.2 Requests to utilize PTTO shall not be unreasonably denied.

14.3 There is not a formal or informal cap on PTTO. Employees must submit PTTO requests for full-week vacation through Gusto, DUG's HR management system, at least twenty (20) calendar-days in advance of the time they hope to take off. Each manager must approve or deny the request no later than fifteen (15) calendar-days before the requested time.

14.4 PTTO is an "open" policy without accruals, rollovers, or payment upon termination of employment.

14.5 PTTO Scheduling and Coverage

- (a) Employees will request approval for PTTO from their managers via Gusto. Once approved, it is the employee's responsibility to record the entire time off in the employee's calendar and the Dirt calendar.
- (b) The employee's responsibility to submit PTTO requests in Gusto in advance shall not apply in cases of emergencies, severe illnesses, or other similar situations. In these scenarios, employees shall be allowed to record PTTO in Gusto retroactively. Additionally, in these scenarios it is the sole responsibility of the supervisor to take on and/or delegate, when appropriate, essential work functions.
- (c) Employees may, at their discretion, request meetings (whether remotely or in-person) with their supervisor for the specific function of planning out PTTO to meet both the employee's needs and ensure the completion of work tasks.
- (d) It is the joint responsibility of the employee and their supervisor to meet (whether remotely or in-person) to discuss and identify essential work tasks and appropriately delegate such tasks for the duration of the time off.
- (e) The supervisor shall make reasonable and proactive efforts to cross-train themselves and other members of the leadership team to cover essential work functions during employee absences.

14.6 Employees, including non-exempt employees, shall receive 100% of their average

wages and usual benefits during all PTTT.

14.7 All bargaining unit employees shall be eligible to take PTTT as described in this Article, and including, but not limited to, the categories described in Article 15, Other Forms of leave.

Article 15 – Other Forms of Leave

15.1 The forms of leave in this Article are all part of the PTTT policy, and the use of any form(s) of PTTT outlined in this Article shall not prevent employees from using PTTT for other purposes.

15.2 Consistent with the requirement in Section 14.6 that employees shall maintain full compensation during all PTTT, the Employer may supplement any employee compensation available from government programs, such as Colorado FAMILI, during eligible forms of leave so that employees maintain 100% of their wages.

15.3 Sick leave: Sick leave is designed to protect employees against loss of income during periods of illness, injury, or disability. Sick leave may include absences caused by the illness of or injury to the employee. Mental health and menstrual health days are some of the appropriate uses of sick leave. Sick leave shall not have an expected duration but will be communicated on a case-by-case basis between the Employer and employee. If the Employer has reasonable suspicion that an employee is abusing PTTT as sick leave, after four (4) or more consecutive sick day absences, the Employer may require medical confirmation of the need for the absence from a medical provider. Employee privacy will be honored in communications around sick leave.

15.4 Parental and Family Leave: Family leave is intended to give employees time to be with their families and help with critical tasks including, but not limited to, childcare or aiding ill family members. Parental leave is a type of family leave and is intended to give employees time to spend time with their children after birth or adoption.

(a) Parental leave is available to both parents, regardless of gender, for up to one (1) year from the time of the birth, or the earlier of the date of adoption or adoption leave commencement.

(b) Employees are eligible for any amount of parental leave agreed upon by the Employer and the employee, but not less than such leave provided by state and/or federal law. The Employer shall supplement pay received through Colorado FAMILI so the employee receives their full regular salary.

(c) Employees shall be permitted to use parental and family leave on an intermittent basis but must coordinate and schedule with their manager. Employees must make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of DUG. The Employer may deny requests for intermittent leave if such leave will interfere with DUG's operations. Requests for intermittent leave shall not be unreasonably denied.

15.5 Leave for Jury Duty: All employees who are summoned for jury duty shall be allowed to take the mandated time off with pay to fulfill this civic duty of juror service they are serving. Employees shall notify their manager upon receiving a summons for jury duty.

15.6 Bereavement Leave: Employees may use PTTT as bereavement leave for the purpose of attending funerals, supporting friends and family, and taking personal time to grieve the death of a family member or friend.

Article 16 – Holidays and Office Closures

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

16.2 Holidays and office closures described herein will not be counted against any form of leave.

16.3 The following holidays will be guaranteed to all employees, and the Employer will post all holidays to the Dirt calendar by the end of December of the preceding calendar year:

- Martin Luther King Junior Day or Presidents Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day and day after
- Christmas Day through New Year's Day

If one of the above holidays occurs on a Saturday, the holiday will be observed on the previous Friday. If the holiday occurs on a Sunday, the holiday will be observed on the following Monday.

16.4 Management will make accommodations for employees to observe their religious holidays in compliance with Title VII of the Civil Rights Act of 1964.

Article 17 – Work-Related Expenses and Stipends

17.1 Except as otherwise specified, work-related expenses outlined below can be made on Employer-paid and -provided credit cards, or made by employees and timely reimbursed by the next pay period. All purchases made on DUG cards will be accounted for and tracked via monthly Tallie reports.

17.2 Travel Expenses: The Employer shall cover reasonable travel expenses for employees including airfare, train fare, hotel stays, meals, car rental, transportation while out-of-town.

17.3 Mileage: Mileage reimbursements for use of an employee's personal vehicle for DUG business shall be reimbursed at the rate determined by the IRS Standard Mileage Rate and submitted via a request in Tallie.

17.4 Local Transportation: In alignment with DUG's vision of a sustainable urban future, employees may request, and the Employer shall provide, an annual Employer-paid RTD EcoPass.

17.5 Phone Plan Stipend: As employees use their own cell phone devices for work, DUG shall timely reimburse \$50/month, paid as \$25 per paycheck.

17.6 Other Work-Related Expenses: Consistent with Section 13.7(a), the Employer furnishes all necessary equipment and software for employees to effectively do their jobs within the DUG office. Employees can ask management to reimburse other work-related expenses as well.

17.7 Professional Development: The Employer shall grant all employees up to \$250 per year for professional development activities beyond those development opportunities attended as a work assignment, including activities during work hours that are approved by management. Employees can ask to use an amount greater than \$250 when opportunities for mission-aligned professional development arise that exceed this budget. Such requests shall not be unreasonably denied.

Article 18 – Hiring

18.1 The Employer shall share full job listings, including job descriptions, with the Union for all new positions at DUG and allow employee comment for no less than three (3) calendar days prior to posting the job listing publicly.

18.2 Before opening job opportunities to the public, DUG shall give consideration to existing employees that might be capable of performing the job, consistent with Section

21.2.

18.3 DUG agrees to make best efforts to promote all job openings as widely as possible, including on community listservs, hiring sites, and job boards. In line with justice, equity, diversity, and inclusion goals, DUG will work to reach candidates from marginalized groups in the search and hiring process, including candidates with disabilities as specified in Section 11.2.

18.4 At least one (1) bargaining unit employee shall be afforded the opportunity to interview all outside prospective hires and provide a hiring recommendation to management in line with the hiring procedures currently in place at DUG.

18.5 Upon hiring, the Union will get a guaranteed hour with all new hires to discuss matters specific to the union.

18.6 Avoiding Nepotism and Conflicts of Interest: To avoid conflicts of interest, favoritism, or other unfair hiring and work practices; close relatives, those in a dating relationship, members of the same household, or other close personal or non-work relationships generally are not to be hired into positions that have a reporting responsibility to each other.

- (a) A formal hiring process consistent with the standard of all other newly hired employees must be conducted if a new position becomes open and a person of the relationships mentioned prior are interested in being considered. They are to be viewed as external to the organization and the new position should thus be posted publicly following the hiring processes listed in this Article. They shall not be given preferential treatment and only are to be hired if they are the most qualified applicant.
- (b) If a person of the aforementioned relationships is hired, it is expected that their performance expectations will be equally and fairly adhered to on the same standard of all other employees. Where needed, disciplinary action will be progressive as outlined in Article 5, Discipline and Discharge.
- (c) If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position over the other person, the employees involved shall report such relationship to the Employer. If the Employer deems it an issue that needs to be addressed, The Employer shall discuss options with the affected employees that may include reassignment or demotion.

Article 19 – Layoffs and Severance

19.1 Layoff Notice and Voluntary Layoff:

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

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

- (a) The Employer will consider seniority; skills and abilities; and documented, ongoing performance issues in choosing which employees to retain. If a more senior employee within a job classification is less qualified to perform the remaining work, the employer may retain a more junior employee that possesses better skills and abilities, provided a reasonable justification is given in writing to the LCC before such a decision is made.
- (b) If the skills and abilities are determined to be equally adequate between employees to perform remaining work, and such employees do not have ongoing performance issues, the Employer shall proceed by laying off the least senior employee in each affected job classification.
- (c) Should management and the Union disagree as to whether a more senior employee does or does not possess equally adequate skills and abilities to perform the remaining work as compared to a more junior employee, or has displayed ongoing performance issues, the employer may proceed with such a layoff. The Union may grieve the decision under the provisions of Article 6, Grievance and Arbitration Procedure.
- (d) Should an employee on the LCC be affected by this process, they may select a designee who shall be substituted as a party to this matter.

19.3 Severance: Employees who are laid off shall receive the following severance:

- (a) Less than six (6) months of service: one (1) weeks of average wages shall be paid as severance.
- (b) Between six (6) months and one (1) year of service: two (2) weeks of average wages shall be paid as severance.
- (c) One (1) to two (2) years of service: three (3) weeks of average wages shall be paid as severance.
- (d) More than two (2) years of service: Four (4) weeks of average wages shall be paid as severance.
- (e) If they participate in the Employer's group insurance plans, the employee will continue on the Employer's group insurance plan for the remainder of the month and one (1) month beyond the month in which the employee was laid off. Afterwards, the laid off employee will be eligible for COBRA.

19.4 Recall: Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff. The Employer may not contract out work or hire a new employee to perform the work that a laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of the laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within five (5) business days and report within an additional five (5) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report.

Article 20 – Job Responsibilities and Classifications

20.1 Job Descriptions: Within 30 days following the ratification of this Agreement, the Employer and Union, through the LCC, shall have a job description for each position covered by this Agreement. Each job description will include the responsibilities of the employee along with the reasoning for its job classification (e.g. Coordinator, Manager, Director). The Employer shall post the job descriptions on the DUG shared Google Drive so employees have access to review them. Any changes to job descriptions covered by the Agreement or the addition of new job descriptions shall be addressed in the LCC.

20.2 Employee Classification Categories:

- (a) Non-exempt employees are employees whose work is covered by the Fair Labor

Standards Act (FLSA). They are not exempt from the law's requirements concerning minimum wage and overtime.

- (b) Exempt employees are generally managers or professional, administrative or technical staff who are exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

20.3 (a) Temporary employees may be hired for a special project lasting no longer than six (6) months or for the length funded by an outside funding source specifically for such temporary position, not to exceed one (1) year. Temporary employees may also be hired to cover the position of a bargaining unit employee on leave for the length of such leave.

- (b) Temporary employees hired to work longer than six (6) months are covered by all provisions of this Agreement except layoff provisions and severance.

20.4 Seniority. Seniority is defined as an employee's length of continuous service with DUG.

20.5 Changes to Job Responsibilities:

- (a) The Employer shall notify the Union and bargaining unit employees when it makes any material change(s) to a job description for a job classification covered under this Agreement.
- (b) If the Union believes the change(s) to the job description creates additional responsibilities for employees in that job classification that warrants higher pay and wishes to negotiate a new minimum salary as a result of the change, it shall send a written request to bargain within seven (7) days of receiving the Employer's notice. If a request is made, then the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, then the Union may submit the dispute to arbitration within seven (7) days after the parties meet. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.
- (c) If the Employer creates a new classification for a bargaining-unit eligible position, the parties will attempt to reach an agreement within ten (10) business days on a tentative pay rate/range and job description for such a classification. However, if an agreement is not reached, within three (3) months after such a new classification becomes operational, wages will be negotiated with the Union according to Article 24, Wages.

Article 21 – Performance Reviews and Promotions

21.1 Employees who have had at least six (6) months of service shall receive a performance review between the months of January and March of each calendar year.

- (a) During an employee's annual review, the Employer will discuss with the employee how the employee's performance is or isn't meeting the organization's expectations and areas for improvement. If a promotion is available or will be in the next year, the manager will share the path to take to be considered for promotion.

21.2 The Employer affirms the basic principle that it will continue to provide all employees with advancement opportunities that are consistent with individual performance and skill development, as well as the business needs of the organization.

- (a) In accordance with this principle, if the Employer has a need to fill an open bargaining unit position, it shall announce via an email to bargaining unit employees, and post the open position internally, to allow for internal applicants to seek the position for one week. The post shall include the email contact information for the person to contact if an employee has interest in filling the position. Employees must express interest in the open role during the week of internal posting. If no internal candidates express interest, the job will be posted externally.

21.3 The Employer agrees that employees should regularly be performing work within their job classification. In the event an employee can demonstrate they have been regularly assigned duties of a higher job classification, they can request a review to seek a promotion. Employee must request review within thirty (30) days of when they began regularly fulfilling the regularly assigned duties of a higher job classification. The review and resolution shall take place within thirty (30) days of an employee's request for review.

- (a) If the employee receives a promotion as a result of a review, the employee will be paid retroactively to the date the facts demonstrate the employee began regularly fulfilling the assigned duties of a higher job classification or to the date thirty (30) days before the employee requests a review to seek a promotion, whichever period is of a shorter duration.

21.4 The Employer agrees that years of work experience will often qualify employees for more responsibility and authority, and Employees on the track to leadership will be promoted timely.

- (a) Provided they are meeting or exceeding job expectations, employees shall spend no more than 3 years at the Manager level before promotion to Senior Manager,

provided the Senior Manager role is vacant in their department.

(b) Upon hire or promotion to the Senior Manager level, employees will be offered a track not to exceed 12 months (including necessary training and professional development) to promotion to the Director level, provided the Director role is vacant in their department. It is at the employee’s discretion to accept or decline this promotion plan.

21.5 Determining Factors for Job Levels

This section outlines the five job levels eligible for Union membership. These responsibilities are determined as key priorities required to achieve the organization’s strategic plan.

<p>Level 1 <i>Associate</i> <i>(In-unit)</i></p>	<ul style="list-style-type: none"> ● Non-exempt. ● Executes work plans and routine job processes. ● Directed on most aspects of the work: work tasks and priorities are set by the supervisor. ● May serve as owner of discrete projects as part of a work plan set by their supervisors. ● Collaborates to align work culture with organizational values. ● No responsibility for overarching organizational strategy design but participates in annual planning and aligns work with strategic plan(s) and values. ● Not required to, but offered opportunities to, participate in decision making and evaluation around staffing, board, and development. ● No responsibility for setting budgets or managing department spending but may track expenses and other related costs. ● No staff management responsibilities.
<p>Level 2 <i>Coordinator</i> <i>(In-unit)</i></p>	<ul style="list-style-type: none"> ● Non-exempt. ● Executes work plans and routine job processes. May support, but does not lead, development of work plans. ● Directed on most aspects of the work: able to set some priorities with guidance. Work on some projects may be independent based on subject area expertise. ● Often serves as owner of discrete projects as part of a work plan set by their supervisors. ● Collaborates to align work culture with organizational values. ● Responsible for participating in and contributing to overarching organizational strategy design, annual planning, and program evaluation. Aligns work with strategic plan(s) and values. ● Participates in decision making and evaluation around staffing, board, and development decision-making processes as needed. ● No responsibility for setting department budgets, but may participate in managing spending with support from their supervisor and provide input on budgeting. May track expenses and other related costs. ● No staff management responsibilities.
<p>Level 3 <i>Manager</i> <i>(In-unit)</i></p>	<ul style="list-style-type: none"> ● Non-Exempt ● Designs and executes work plan(s) with the support and guidance of their Director or Senior Manager.

	<ul style="list-style-type: none"> ● Work is primarily independent: tasks and priorities are autonomously determined with feedback from their supervisor. ● Helps determine new workflows and team initiatives, setting individual and team priorities. ● May assume a lead role for team(s) or work group(s), setting an example for collaboration and alignment with organizational values. ● Responsible for participating in, contributing to, and implementing overarching organizational strategy design, annual planning, and program evaluation. ● Takes on some leadership of annual planning and evaluation processes. May directly advise leadership on staffing, board, and development decision-making. ● May directly advise leadership on department budgets with support from their supervisor and may provide input on budgets. Manages spending and tracking of expenses and other related costs. ● May include staff management responsibilities. Managing full-time staff makes a Manager ineligible for union membership.
<p>Level 4 Senior Manager <i>(Either)</i></p>	<ul style="list-style-type: none"> ● Exempt. ● Limited to individuals who are on Director track, but Employer believes employee needs more experience before progressing to -Director-level role. If employee satisfactorily performs job responsibilities of position, Employer expects the employee will be in this role for six (6) months to one (1) year. ● Establishes and oversees plan(s) to achieve organization’s strategic priorities, with support/guidance from their supervisor. ● Works autonomously. ● Holds a lead role for team(s) or work group(s), setting an example for collaboration and alignment with organizational values. ● Responsible for co-leading and implementing overarching organizational strategy design, annual planning, and program evaluation. ● Advises Leadership Team on major organizational decisions, and serves as a problem-solving partner to other managers on staff. ● Includes regular advisory responsibilities. ● May directly advise leadership on department budgets and shall collaborate and provide input. Manages spending and tracking of expenses and other related costs. ● May include staff management responsibilities. Managing full-time staff makes a Senior Manager ineligible for union membership.
<p>Level 5 Director <i>(Either)</i></p>	<ul style="list-style-type: none"> ● Exempt ● Establishes and oversees tactical plan to achieve organization’s strategic priorities ● Works autonomously, goals and problem-solving strategies are aligned with the strategic plan ● Responsible for ensuring program and process compliance, efficiency and equity efforts are executed in alignment with the strategic plan goals ● Required to be familiar with and ensure 501(c)(3) compliance for their program or department ● Provides thought leadership and area expertise, executes on organizational strategy and planning, directs collaboration by setting individual and team priorities ● Leads and executes overarching organizational strategy design, annual planning processes, and budget management ● Responsible for the implementation of our strategic plan and accountability to our organizational

	<p>values with members of their team</p> <ul style="list-style-type: none"> ● Advises Leadership Team on major organizational decisions, and serves as a problem-solving partner to other managers on staff ● Sets department budgets and may manage spending and track expenses. ● Always includes staff management or advisory responsibilities, often overseeing a team
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Article 22 – Contracting of Bargaining Unit Work

22.1 The Employer shall have the right to contract bargaining unit work with the following limitations:

- (a) The Employer cannot lay off bargaining unit employees while contracting bargaining unit work that an employee who is scheduled for layoff has previously performed unless replacing the contractor with the employee would cause disruption to the client. The “disruption to the client” exception shall not apply to work that is expected to last for sixty (60) days or more. It is understood that the “disruption to the client” exception is not intended to be used on a repeated basis for the same bargaining unit work.
- (b) The Employer may not contract bargaining unit work for more than a sixty (60) day period while bargaining unit employees who have previously performed such work are on layoff, unless agreed upon between the Union and management through the LCC. Such right is not intended to be used on a repeated basis for the same bargaining unit work.

Article 23 – Wages and Salaries

23.1 The following are the “base” wage and salary minimums for bargaining unit positions (per job classification):

- Associate (Non-Exempt) – \$22.74/hour
- Coordinator (Non-Exempt) – \$26.47/hour
- Manager (Non-Exempt) – \$27.40/hour
- Senior Manager (Exempt) – \$65,000/year
- Director (Exempt) – \$70,000/year

(b) Each year, effective January 1, beginning with January 1, 2025, the hourly rate and

salary amounts of employees and the minimum wages listed in this Article shall be adjusted by the same percentage increase/decrease used by the State of Colorado to adjust the state minimum wage, but not less than 2% or greater than 5% increases.

(c) (i) Each year, Effective January 1 beginning January 1, 2025, those employees with a date of hire/anniversary date prior to October 1 in the calendar year shall receive their 3% length of service step in advance, in addition to the wage adjustment provided in section (b) above, until the employee reaches top scale after three years of service in a position.

(ii) Each year, effective January 1, beginning January 1, 2025, those employees with a date of hire/anniversary date on or after October 1 in the calendar year shall receive their 3% length of service step on the January 1 following their anniversary date, in addition to the wage adjustment provided in section (b) above, until the employee reaches top scale after three years of service in a position.

- Steps: 3%
- 2025 COLA increase: 2.7%
- 2026 COLA Increase: To be determined

Minimum compensation: Program Associate - Hourly				
Effective Dates	Start Base	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Base Rate	\$22.74	\$23.42	\$24.12	\$24.85
Effective 1/1/25	\$23.35	\$24.05	\$24.78	\$25.52
1/1/26 = 2025 + COLA				

Minimum compensation: Program Coordinator - Hourly				
Effective Dates	Start Base	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Base Rate	\$26.47	\$27.26	\$28.08	\$28.92
Effective 1/1/25	\$27.18	\$28.00	\$28.84	\$29.71
1/1/26 = 2025 + COLA				

Minimum compensation: Program Manager - Hourly				
Effective Dates	Start Base	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Base Rate	\$27.40	\$28.22	\$29.07	\$29.94
Effective 1/1/25	\$28.14	\$28.98	\$29.85	\$30.75
1/1/26 = 2025 + COLA				

Minimum compensation: Senior Program Manager - Annual Salary				
Effective Dates	Start Base	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Base Rate	\$65,000.00	\$66,950.00	\$68,958.50	\$71,027.26
Effective 1/1/25	\$66,755.00	\$68,757.65	\$70,820.38	\$72,944.99
1/1/26 = 2025 + COLA				

Minimum compensation: Program Director - Annual Salary				
Effective Dates	Start Base	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Base Rate	\$70,000.00	\$72,100.00	\$74,263.00	\$76,490.89
Effective 1/1/25	\$71,890.00	\$74,046.70	\$76,268.10	\$78,556.14
1/1/26 = 2025 + COLA				

(d) The raises in the preceding two clauses are independent amounts, so the award of one shall not influence the award of the other.

(e) Compensation set forth in this Article are minimum amounts. The Employer is free to grant compensation above the minimum amounts at its discretion.

(f) Upon implementation of the Agreement, the pay of bargaining unit employees shall be adjusted by first applying the greater of the amount coinciding with the employee's job title and years of service listed in the chart above, or the employee's current wage, then applying the increases provided in Sections b and c above and any bilingual differential.

(g) Upon promotions, the employee shall retain their years of service for placement in the scale of wages/salaries based on years of service.

23.2 Wages for Interns and Fellows:

(a) DUG shall make efforts to find and fund paid interns whenever possible.

23.3 Contractor agreements will be publicly accessible to all employees on the DUG shared Google Drive, including the terms of work, rates of pay, timeline, and projects to be completed. The Union reserves the right to comment on the terms under which the contractor was hired.

23.4 The Employer shall internally disclose, in writing, the current wages for bargaining unit employees. This shall be publicly accessible on the DUG shared Google Drive and changes in pay must be reflected in the document within one (1) week of the pay adjustment. The Union may discuss salary increases with the Employer through the LCC to ensure that pay for all employees sharing a title or sharing similar scope of work is equitable in regard to any status covered in Section 11.2 on JEDI.

(a) In the event that the Employer creates a new title doing substantially the same

work as the job classifications set forth in Article I, Recognition, the Employer may temporarily set the wage/salary range for such title. The Employer shall notify the Union via email of the new job title and description with its corresponding wage/salary range. If the Union disagrees and wishes to negotiate over the temporary minimum salary set by the Employer, it shall send an email request to bargain within seven (7) days of receiving the Employer's notice. If no request is made the wage/salary range shall become permanent. If a request is made the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, the Union may submit the dispute to arbitration within seven (7) days. Both parties shall submit to the arbitrator their final wage/salary range and the arbitrator shall select the appropriate one.

(b) Minimum salaries and the benefits in this document shall not be construed as limiting the Union's ability to bargain through the LCC for higher salary and benefits on behalf of an individual employee or employees at the time such individual's responsibilities have changed or expanded and or during the annual evaluation period.

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

(d) The Employer shall pay employees on the 1st and 15th day of each month, rather than the 3rd and 18th day as was common before the ratification of this Agreement.

23.6 Bilingual Pay Differential: For the purposes of this Article, bilingual employees shall be defined as employees who have full professional proficiency in a language other than English that is required as part of their job or that becomes an expectation of the Employer of the employee.

The Employer shall pay bilingual employees 10% above the contractual scale for the employee's position. Such employees shall have "Bilingual" included in or added to their job title. Bilingual employees shall utilize the language other than English as needed by the Employer. Such use shall not conflict with bilingual employees' assigned work.

Article 24 – Benefits

24.1 Employees covered by this Agreement shall be eligible to participate in standard Employer-provided benefit plans currently offered by DUG on the same basis as other (non-unit) employees.

(a) If the Employer intends to make any change to the benefit plan, rules, and/or

policies, it shall give the Union thirty (30) days advance notice of such change and the opportunity to negotiate.

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

24.2 During the term of this Agreement the Employer agrees that they will continue to offer bargaining unit employees Medical and Prescription Drug Coverage, Dental Coverage, Vision Coverage, Basic Life Insurance, a retirement plan and a Short-term and Long-Term Disability Plan. All insurance coverage will continue for employees that are on leave, whether paid or unpaid, and for the duration of any PTTT.

DUG shall offer the following benefits:

Retirement Plan: Fidelity simple IRA 3% match

Basic Life and AD&D: \$15,000 basic with Guardian, with option for Supplemental Coverage

Dental: Guardian Low Plan – Value Plan MD

Health Equity Health Savings Account (HSA)

Medical and Prescription Drug Coverage: Kaiser Permanente KP CO Gold 1750/30 HSA

Short-Term and Long-Term Disability

Vision Insurance: Guardian Vision Discount Program

DUG pays 100% for the Kaiser health insurance and Guardian dental for employees and dependents. DUG contributes \$750 to employees HSA accounts for single coverage and \$1500 for family coverage annually. If the employee does not participate in the health benefits, the employee will not receive the HSA contributions.

DUG pays for the employee's group life insurance and AD&D policy. DUG does not cover dependents for life insurance.

DUG shall continue to offer a Simple IRA with an employer match of up to 3%.

24.3 Should the Employer need to switch providers for any of the above insurance categories, they must negotiate with the Union to update this Agreement with plan options

similar to or better than the existing level of coverage before switching and provide the employees thirty (30) days' notice prior to the change.

- (a) The employer shall provide all relevant cost information to the Union. At least one bargaining unit employee shall be included in correspondence with the insurance broker prior to the finalization of changes to benefits provided by DUG.

Article 25 – Outside Employment

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below:

- (a) Activities and conduct away from the job must not compete with, conflict with or compromise the organization's interests or adversely affect job performance and the ability to fulfill all job responsibilities.
- (b) Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, or leaving early. If DUG determines that an employee's outside work interferes with performance, the employee may be subject to a PIP and/or discipline consistent with outlined policy.

Article 26 – Worker Safety and Wellbeing

26.1 The environment in which many DUG staff work requires that the organization devote an increased level of attention to safety and make minimizing the exposure to potential risks a consideration in the planning and making of work assignments. The parties agree that all employees should have a safe and healthy workplace. The Employer acknowledges its responsibility to make every reasonable effort to lessen health and safety hazards for staff.

- (a) DUG must provide appropriate Personal Protective Equipment (PPE) to employees, including but not limited to gloves protective eyewear and respirator masks
- (b) Managers must organize/coordinate formal safety and protocol trainings in accordance to their program work requirements such as use of tools, operation of machinery, facilitated activities with children, conflict management, resolution and mediation, and other relevant and growing subjects to ensure all staff are properly equipped with the soft and hard skills to accomplish their program tasks safely and effectively.

- (c) Managers must establish and communicate protocol for employees to follow upon identifying present workplace and worksite safety hazards, inclement weather plans and strategies, and shelter-in-place occurrences.
- (d) DUG must provide an annual opportunity for staff to complete Occupational Safety and Health Administration (OSHA) compliant first aid and CPR training certifications and recertifications. Staff may take these trainings during or outside of their usual working hours, and will be paid usual wages during those hours.
- (e) DUG must require Child Abuse Prevention training and Mandatory Reporter training for all staff who are required to engage with youth members of our community and network, which are to be renewed for each relevant staff member every 3 years. Staff may take these trainings during or outside of their usual working hours, and will be paid usual wages during those hours.
- (f) DUG's formal Incident Report Form will include a reporting option for incidents, accidents, or other conflicts involving DUG staff, service members, and volunteers.

26.2 Logbook Report Procedure: At their discretion, staff will use a 'logbook,' whether physical or digital, to regularly record incidents, interactions, conversations, or other occurrences that do not rise to the level of submitting a report form as below, but feel worthwhile to note for potential future reference or redress.

26.3 Incident Report Form Procedure: Employees acknowledge their responsibility to inform their supervisor of safety issues in their work environment and to notify them of any accidents, incidents, or altercations. If a supervisor is made aware of such an issue, it is the supervisor's responsibility to utilize DUG's formal Incident Report Form to record such incidents to share with management. The incident report shall be shared with and signed by the employee within 7 days of the documented incident to ensure that the incident is recounted accurately. DUG will ensure that employees who raise personal safety concerns are not subject to reprisal. Incident reports are to be archived for future appropriate access to all included and necessary parties with consideration of protecting the privacy of included parties.

26.4 In the event of inclement weather (including, but not limited to, thunderstorms, Air Quality Index of 100+, strong winds, UV Index of 11+, ambient air temperature above 95 degrees or below 32 degrees Fahrenheit), employees may request to be excused from in-person or in-the-field work without any penalty or retaliation.

26.5 The Employer agrees to make every reasonable effort to reschedule events and/or adjust programs to accommodate the requests made under the above Section 26.4.

26.6 Any employee exposed to COVID-19, suspecting an exposure to COVID-19, and/or

experiencing symptoms of COVID-19 shall shift from in-person to remote work per the hybrid work practices described in Section 13.7.

Article 27 – Entire Agreement

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, express or implied, between such parties or between the Employer and individual employees. The parties acknowledge that they have had a full opportunity to bargain over all matters contained in this Agreement. Any modification, amendment or supplemental agreement shall be of no force and effect unless reduced to writing and approved by the signatories hereto and executed after the effective date of this Agreement.

Article 28 – Term of Agreement

28.1 This Agreement will take effect on January 1, 2025 and will expire December 31, 2026. Status quo shall continue until the January 1, 2025, effective date.

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

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

For the Union:

For the Employer:

Marisa Loury _____ 12/27/2024
Date Signed

Linda Appel Lipsius _____ 12/27/2024
Date Signed

Shay Moon _____ 12/30/2024
Date Signed

Patrick L. Collopy _____ 12/27/2024
Date Signed

Izra Rosario _____ 12/27/2024
Date Signed

Tony Mulligan _____ 12/27/2024
Date Signed