

# **Collective Bargaining Agreement**

**between**

**Denver Newspaper Guild-CWA Local 37074**

**and**

**Colorado Immigrant Rights Coalition**

**Managers Contract**

**November 1, 2023 – December 31, 2026**

**(As modified in wage opener negotiations)**

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**Collective Bargaining Agreement**  
**between**  
**Denver Newspaper Guild-CWA Local 37074**  
**and**  
**Colorado Immigrant Rights Coalition**

This Agreement is entered into by and between Colorado Immigrant Rights Coalition hereinafter referred to as “CIRC” or “Employer” and the Denver Newspaper Guild – CWA Local 37074 hereinafter referred to as “DNG” or “Union.”

**ARTICLE 1**  
**RECOGNITION**

1. CIRC hereby recognizes the DNG as the exclusive collective bargaining representative for all staff with the title of “Manager”~~;~~ excluding all other employees~~—~~(hereinafter referred to as “Manager” or “employee”).
2. Current covered positions include: Managers
3. CIRC agrees to notify DNG upon creation of any new non-exempt positions and agrees to bargain a salary or wage and any conditions unique to the position.
4. Bargaining unit work includes work previously or presently performed by bargaining unit employees, work similar in function to such past or present bargaining unit work, and any new work assigned to be performed by bargaining unit employees. Bargaining unit employees shall not be terminated and replaced by the use of contractors or employees outside of the bargaining unit to perform such work.
5. In the event the Employer creates a new position and asserts it to be a Director’s position or confidential under the National Labor Relations Act (“Act”), it shall notify the Guild in writing not less than two (2) weeks prior to establishing such a position. The parties shall meet within ten (10) calendar days of receipt of such notice for the purposes of discussing the Employer’s exemption assertion. If no agreement is reached within five (5) calendar days of such meeting, the Employer may designate the position as exempt. Either party may submit the issue for resolution in a unit clarification proceeding or other appropriate proceeding before the National Labor Relations Board (“Board”).

**ARTICLE 2**  
**BOARD AND STAFF COMMITMENT & VALUES**

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

2. CIRC promotes a culture of participatory democracy and encourages the expression of all ideas and opinions that relate to program, mission, vision and other items of concern.
3. CIRC supports an atmosphere of free speech within the organization, including the employees' and management's right to open debate without judgment or retaliation for their views.
4. CIRC management values an organization of open dialogue and will meet with the bargaining unit through the unit's designated unit or local representatives to discuss areas of concern as necessary.
5. The co-Executive Directors shall update the bargaining unit on decisions made by the Board monthly and shall provide the unit with a copy of the budget and any updates as soon as such budgetary decisions are made. The work of CIRC shall remain consistent with the immigrant rights and racial justice mission of the organization.

### **ARTICLE 3-A LABOR MANAGEMENT COMMITTEE**

1. The purpose of the Labor Management Committee (LMC) is to promote communication, problem solving, diversity and increased effectiveness of the CIRC staff as a whole, to develop a more effective, democratic organization and to address work/life balance issues as they arise. The LMC cannot change the language or the application of the collective bargaining agreement.

The Committee shall meet at least quarterly but shall meet as issues arise. Meetings shall be scheduled for one hour but may be extended by mutual agreement. There shall be up to four (4) standing members made up of half management and half DNG representatives. The DNG member(s) may be from both or either bargaining unit. Any group may have alternates as needed.

2. The position of Chair of the LMC shall rotate between DNG and management annually. In odd years, management committee members shall select the Chair. In even years, DNG committee members shall select the Chair. The Chair is responsible for assuring that meetings are scheduled, confirmed, and do take place. In addition, the Chair is responsible for collecting agenda items for each meeting and delivering the agenda to all committee members at least one day prior to the meeting. Committee members must send proposed agenda items to the Chair at least two days prior to each meeting.

### **ARTICLE 3-B RACIAL JUSTICE COMMITTEE**

#### **A. Vision of the Racial Justice Committee**

The Colorado Immigrant Rights Coalition created the Racial Justice Committee to dismantle racism internally and externally in our operations, programming, and organizational culture at

CIRC. The committee recognizes that dismantling racial capitalism necessitates resistance and organizational work against other forms of oppression, including, ableism, patriarchy and economic injustice.

The committee will work to:

- Create equitable, inclusive ops, programming and culture
- Use an intersectional lens that recognizes the white supremacist roots of structural and institutional racism in the U.S. and our movement for immigrant rights
- Create learning opportunities for everyone, on and outside of the committee, that will help CIRC create an organization in which all people are respected and meaningfully included.

As an organization whose foundation and work relates closely to the topic of race, it is the Committee's duty to ensure racial equity is practiced. Nonprofit organizations have historically been places where white supremacy and systems of oppression have flourished. CIRC strives to be a leader in the nonprofit sector by dismantling the status quo. In order to be a part of the immigrant rights movement, we must ensure the movement is supported from the inside out by providing systemic justice to our staff members, our members and our community.

The Committee envisions a work environment where everyone is treated with dignity and respect. The Committee strives to provide accountability of management and staff and allow racial conflicts and power dynamics to be brought forward and resolved instead of being swept under the rug.

The Committee will annually make goals and create workplans for the committee and its members.

## **B. Committee Structure**

The committee will consist of 5 members. The committee must include one member of management and at least one immigrant. The Directors and each bargaining unit shall have at least 1 representative on the committee (Managers and Organizers/Coordinators).

Three of the five committee slots will be reserved for BIPOC, though all slots are open to People of Color; if less than three People of Color in the organization wish to be part of the committee for any given term, anyone may nominate themselves. If there are more nominees than spots in the committee, all union staff members will vote to elect committee members.

The committee will be led by a President. The President of the committee will be voted on by committee members. It is the President's responsibility to act as the leader of the Committee by scheduling and leading meetings, creating the agenda for meetings and being the point of contact for the committee.

All members of the committee must convene at least once every other month, with additional meetings or subgroup meetings scheduled as the committee feels necessary (committee members can cancel by majority agreement).

Committee members will serve 1-year terms, though committee members are encouraged to serve at least two years. Committee members may serve multiple terms. If a committee member wishes to step down mid-term, another vote will be held to replace them.

Voting will take place in the first week of January. Current Committee members will notify the President before the meeting to inform them if they wish to stay in the committee or step down from their term. Depending on how many spots are available, the President will first open up the meeting for any union staff member to nominate themselves to the open positions. In the circumstance that no one nominates themselves, the union staff members will nominate others. The nominees have the option to accept or decline. The voting process will take place in a singular meeting.

### **C. Operations**

The committee shall be provided with an annual budget from the trainers/consultants line item to carry out the assignment of the committee, with input from the RJC and to be negotiated with the co-Executive Directors. The Committee will coordinate all training ideas with the Operations Team, which is also coordinating trainings for the entire organization.

Employees participating in the work of the Racial Justice Committee shall be relieved of some of their regular assignments while completing the work of the committee, which should be noted in the work-plan and written out in a document to be signed by supervisor and employee. Work pertaining to the committee is expected to be no more than 8 hours a month. Prior to beginning work on the committee, an employee will discuss with their supervisor how workload can be adjusted. If the employee works over the designated amount of full-time hours a week, including committee related hours, the employee may flex their hours.

Employees who serve on the committee will be provided with 5 days of PTO per year.

The RJ Committee will share their learnings as a committee with the entire organization at least annually.

The issue of a stipend for serving on this committee will be revisited at the next wage reopener.

Internally, the committee is responsible for maintaining transparent accountability of staff and management by providing or leading training/activities that promote individual and organizational growth. The co-Executive Directors oversees the creation of professional development plans and the assessment of hiring practices. The co-Executive Directors will work regularly with the Committee to ensure that professional development plans and hiring practices align with Committee values.

Management shall allocate one half-day per quarter where the Committee will engage all staff in racial justice conversations and solidarity building. These will include free form discussion or work on current issues such as BLM, violence facing our immigrant communities, behaviors that reproduce white supremacy, activities to build solidarity, and productive ways to confront

persistent issues. These events will be scheduled and led by the Committee and coordinated through the organizational strategic calendar.

#### **D. Accountability**

The Committee has influence on the following:

- New hires
- Renewing partnership with another organization or consultant
- Bylaws rewrites
- Engaging member organizations of the coalition in constructive dialogue on racial justice

At least one member of the Committee will be on every hiring committee. They will act as a representative of the Committee. If there are concerns regarding the new hire, the Committee representative on the hiring committee will take them back to the Committee as a whole for discussion and provide a recommendation to the co-Executive Directors or their delegate. Hiring decisions are confidential and committee discussions must be kept confidential at risk of liability/lawsuits to the organization. Final decisions for hires remain with the co-Executive Directors or their delegate, who must address the concerns of the Committee if making a hire against their recommendation.

The Committee will investigate any organizations or consultants that CIRC is working with whose practices are raised as problematic with CIRC by a member, board member or a staff member. Committee will flag any relationships they think conflicts with Committee values and will provide a summary and report to the co-Executive Directors.

The Committee is encouraged to share any concerns about member organizations' behaviors or problematic conduct with the co-Executive Directors. The co-Executive Directors will work with the board to provide clear and actionable steps towards a solution to the committee within a month and resolution and report back to staff and members within 3 months.

In the event of changes to CIRC's organizational bylaws or strategic plans, the Committee will be permitted time to review and discuss the changes and make any recommendations to management. Per CIRC's bylaws, any changes to the bylaws will be ratified by membership at the annual assembly. CIRC's strategic plan will be created by the C3 and C4 boards in a collaborative process that will include staff and some members.

Management shall report to the racial justice committee on the results of any investigation related to racial discrimination, bias or injustice. The Committee shall keep a general record on investigations and can use these reports to investigate specific departments or policies that are deemed problematic through the data.

#### **E. Growth**

The committee promotes the integration of racial justice values in our campaigns, partnerships, and leadership engagement. To this end, the Committee will hold annual alignment meetings with each department. Each department annually will engage in a DEI evaluation of their own work, guided by processes initially drafted by a consultant expert in the field. The Committee will also serve as a resource and support in addressing issues that surface in these evaluations.

In the event that the Committee feels that an organizational issue must be addressed or adjusted, the Committee will report their concerns to the co-Executive Directors. The appropriate Director or their delegate will work with the concerned staff or department to develop a detailed plan with support from the Committee to address those concerns within 30 days. The department will implement detailed plans to address these concerns in conjunction with organizational management. Personnel issues involving sexual harassment, racial injustice, or other discrimination will be dealt with via the discrimination clauses in the union contract and not the Committee.

Every staff person will be required to attend two racial-justice-related training sessions per year, funds permitting. The Committee will help departments or individuals identify useful training. The professional development budget may be used to pay for these training sessions. Staff will check with their supervisor before making ticket purchases. Issues that will be addressed will include addressing the economic roots of inequality, the racialization of the U.S. economic and political system, dismantling anti-blackness, and the construction and dismantling of white supremacy organizationally and individually. People of Color on staff will be encouraged to explore their own needs for healing from trauma and internalized oppression, and to build a vision for racial justice rooted in the strengths of communities of color. White staff members are encouraged to attend one training or workshop per year on confronting white supremacy and/or anti-racist organizing. All staff will explore together the ways CIRC can build a transformational organization through enhanced understanding of structural oppression. The Committee will work with Operations to include an annual all-staff training on bias. If requested by the Committee, space will be made in ~~any~~ all-staff meetings for the Committee to maintain accountability or plan programs.

#### **ARTICLE 4**

#### **UNION MEMBERSHIP AND DUES CHECK-OFF**

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

#### **ARTICLE 5**

#### **UNION TIME**

1. DNG can hold up to two meetings per month for up to two hours to discuss issues with the bargaining unit. These meetings may take place during work hours and may be held in the



CIRC office. During non-bargaining periods, unit members in leadership positions such as the co-chair roles, secretary may use up to five hours per month as paid union time. Their meetings/tasks can be conducted during the workday.

2. CIRC will allow each Manager to attend one union meeting or training opportunity (one week or less) per year with full pay CIRC will consider lost time (DNG pay) for further meetings or trainings. CIRC Managers will notify management as early as possible about meetings or training opportunities. Reasonable requests will not be denied.

3. CIRC management will consider long term (more than one week) union leaves of absence on a case-by-case basis.

4. Collective bargaining shall be conducted during the workday. Time spent negotiating the contract shall be considered paid work time for the Union's bargaining committee members.

## **ARTICLE 6 PROBATIONARY PERIOD**

1. New Managers shall be on probation for a period of three (3) months and within this period may be terminated at CIRC's discretion and without recourse through the grievance procedure. The probationary period gives CIRC an opportunity to observe and evaluate the capacity of the Manager, including the Manager's ability to satisfactorily perform the essential functions of their job; to observe and evaluate the Manager's work habits and conduct and make reasonable efforts to assist Managers in improving where there are weaknesses in skills or performance identified.

2. Temporary or short-term employees who are later hired into a bargaining unit to perform the same work they had performed as a temporary or project employee within six (6) months of their temporary or project work ending, shall have such prior service counted towards the employee's probation.

## **ARTICLE 7 PROFESSIONAL DEVELOPMENT**

1. Professional development is the continuous process of acquiring new knowledge and skills that relate to one's profession, job responsibilities, or work environment. It plays a key role in maintaining trained, informed, and motivated employees, regardless of job classification. Annually, CIRC shall budget for adequate, meaningful training for each bargaining unit employee, as provided for in this Article 7 below.

2. The on-boarding process for new bargaining unit employees shall include training on the basic functions of the job.

3. Within the first six months of employment and at least once a year thereafter, every Manager and their Director will carry out a reciprocal evaluation and prepare a professional

development plan to be included in the work plan. The Manager and their Director will discuss both individual interests and organizational needs during this process.

4. In addition to these plans, the parties agree to regularly share available professional development options, including identifying and sharing training opportunities with all employees.

5. Options for professional development are varied and may include but are not limited to internal, community-based, professional, union, local or possibly national education. Professional development shall be consistent with organizational goals and resources. Each employee shall have access to \$1,000 of professional development funds to be used on an annual basis. Professional development requests shall be reviewed and approved by the Manager's Director. Employees should express their willingness to share acquired knowledge and skills with their team members, contributing to a collaborative learning environment within the organization.

6. Official Professional Development Flex Policy: Employees can count training time as work time for up to 50 total hours over three months. After three months or 50 hours, any time spent on the same Professional Development opportunity will not be counted as work time.

7. An employee desiring to enhance skills, knowledge and/or ability to perform tasks outside of their current position may request specific training beyond that described in section 5, above. Such requests shall be evaluated on the basis of organizational goals and resources (both costs and time away from work), as well as ensuring that employees have already had the opportunity to enhance their skills relevant for their current position. Such requests may include college classes or other kinds of courses that support their professional and/or educational development so long as that educational opportunity helps them in some way at work. Management reserves the right to approve or deny any requests for Professional Development that fall outside of enhancing employee skills in their current position.

8. Approved professional development funds cannot be cashed out upon separation and the opportunity must be completed during employment.

9. The parties recognize the need for transparency in the spending of professional development dollars. CIRC agrees to provide quarterly updates on how the funding is being spent broken down by individual employee.

## **ARTICLE 8**

### **NON-DISCRIMINATION**

1. CIRC will not discriminate against an employee in matters of training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, sex, marital status, religious affiliation or non-affiliation, creed, sex, sexual orientation, gender identity or expression, marital or parental status, age, physical or mental ability (visible or hidden), HIV status, domestic violence survivor status, military or veteran status, income level, membership or participation in the activities of the Union or any labor organization, political beliefs or affiliation, caste, or any other discrimination prohibited by law.

## **ARTICLE 9 HOURS OF WORK**

1. Both parties recognize that the nature of work at CIRC may require long, irregular hours, including weekend and evening work. The average hourly expectation for Managers is 32 hours per week, including sixty minutes of break time daily, including lunch. Employees are expected to work Monday to Thursday with the office closed on Friday.
2. All parties agree that Managers may be required to work longer hours as required to complete tasks in a timely manner, or as required by the demands of the work, or as required by the demands of a comprehensive campaign for socio-economic change that seeks to involve working families who may only be available on evenings and weekends.
3. CIRC Managers are responsible for meeting work hour expectations and completing their work. CIRC strives to foster a work environment based on trust. CIRC recognizes that its Managers can manage their own schedules and hours of work to meet personal and organizational needs. CIRC acknowledges that some personal tasks need to be handled during traditional work hours and Managers are free to do so within reason.
4. Managers that are legitimate salaried employees based on the criteria of the FLSA and State law and are paid above the overtime exempt minimum annual salary shall not be eligible for overtime pay.
5. Salaried, overtime exempt Managers who work more than 32 hours in a week may flex their schedules to take time off for any hours worked beyond 32 hours within two weeks of the additional work. Managers must seek approval before working beyond 32 hours in a workweek. Such requests shall not be unreasonably denied. No Manager shall be required to work more than seven consecutive days. Flex time must be used within two weeks of the timesheet week in which the additional hours occur and does not accumulate or carry over into future weeks. To be clear, flex time does not accumulate and is not a form of paid leave; it is an option to permit flexibility in scheduling that only arises when approved work is performed at time not regularly part of the employee's schedule.
6. On rare occasions where work above 32 hours is required for an extended period of time, such as the election, managers will create a plan with their supervisor to use flex time after the 2-week period. In such scenarios, managers and their supervisors will agree to an end date of consistent work above 32 hours, such as election day, and create a plan with their supervisors to use flex time within a month of that date. Flex time must be used within a month of the agreed upon end date and does not accumulate or carry over into future weeks.
7. Managers shall complete timesheets on a weekly basis, tracking their time worked, comp time accumulated and used, and paid time off used.
8. Time actually spent in transit by Managers traveling to and from out-of-town assignments, including drive/ride time to and from airports/hotels, all time in airports and all flight time, as well as time spent at conferences and other work-related events shall be considered

working time. Managers will discuss these plans ahead of time with their supervisor and, where possible, limit work for travel and/or events to 32 hours per week.

9. When the office is closed due to weather or other hazardous conditions Managers shall work remotely. The co-Executive Directors shall make the decision concerning office closure. Caregivers or parents whose child(ren)'s school district is closed may get a paid weather day. Such requests will need to be approved by the supervisor.

10. Managers shall be allowed to work remotely except when attendance in the office or at other in-person or people facing days are needed such as staff meetings and retreats. The Employer shall be reasonable in requiring in-office days.

## **ARTICLE 10**

### **PAY**

1. Job titles shall accurately reflect the responsibilities and level of self-direction of the position.

2. Managers will be hired into the job title and paid at least the base salary for the position which they applied, interviewed and was hired to fill. The Employer may recognize relevant prior experience, including for existing employees who have demonstrated the value of their past experience. If a Manager is temporarily assigned to perform the job duties of a higher position, the Manager shall be paid at the appropriate higher level of pay during the periods that they are temporarily assigned to perform such work. If a Manager and their Director believe that the Manager is working at a higher position, they shall submit their rationale for a temporary salary change to the co-Executive Directors. The rationale shall include a detailed explanation of work consistently completed in each category of work in the CIRC Job descriptions. The co-Executive Directors have no more than one (1) week to review the rationale, conduct any necessary meetings, and decide to approve or reject the requested change. The Employer's decision is subject to the grievance and arbitration process.

3. Upon ratification of this Agreement, Managers shall be placed into the appropriate step within the scale for the Manager's job title based on length of service with the employer.

4. Managers shall advance to the next step within the scale for the Manager's job title on the Manager's anniversary date of hire.

#### **5. Pay Rates**

Classification 5: Manager							
Date	start/1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.	6th yr.	after 6 yrs.
Current	59,823.00	60,843.00	61,863.00	62,883.00	63,903.00	64,923.00	65,943.00
1/1/2026	65,805.30	66,825.30	67,845.30	68,865.30	69,885.30	70,905.30	71,925.30
2025 Bonus	6,580.53	6,682.53	6,784.53	6,886.53	6,988.53	7,090.53	7,192.53

## **ARTICLE 11**

### **JOB DESCRIPTIONS AND PROMOTIONS**

1. Written job descriptions are required for all employment positions and are based on the job duties. Each job description must detail the position's job functions and tasks.
2. Should CIRC create a new job title within the bargaining unit, the Employer shall furnish the Union with the job description and the parties shall negotiate over the salary for the position. If the parties cannot agree on the salary for the position prior to the position being filled, the Employer may implement its last offer
3. Notice of vacancies in current or new positions including contract work shall be sent to all current employees via email. The notice shall include the job title, job description and pay rate. After notice is sent, current employees shall have five (5) business days to apply for the position. Current employees shall be interviewed and given first consideration prior to external candidates being interviewed. If a current employee is not hired for the position, upon the employee's request a detailed explanation of why the applicant was denied shall be provided to the employee.
4. During the Manager's annual evaluation or at other times, the Director or the Manager may believe that revisions are needed for a current job description to reflect actual duties performed. In such a case, the Director and Manager shall work together to edit the job description then submit it to the co-Executive Directors for approval. The parties may negotiate a new or modified pay rate for the position. If the parties cannot reach agreement on a pay rate the Employer has the right to implement its last offer, but in no case shall the new rate be less than the prior rate.

## **ARTICLE 12**

### **EXPENSES AND EQUIPMENT**

#### **1. Driving and Parking Expenses**

- a. All Managers shall receive a reimbursement at \$0.66 (sixty-six cents) per mile driven for all non-commute, work-related mileage. If the federal reimbursement rate exceeds \$0.66 (sixty-six cents), Managers shall be reimbursed at the federal rate. The parties agree that this reimbursement covers all compensation for driving, fuel, maintenance and repairs incurred as a result of driving during the course of work and no Manager shall be entitled to separate reimbursement for any of these costs.
- b. For scheduled trips over 100 miles, round trip, Managers shall be allowed to rent a car for the trip.
- c. Managers shall be reimbursed for all reasonable parking costs incurred during work related driving and travel, including at the airport. Receipts are required for reimbursement of such parking costs unless the parking cost is less than \$10.

#### **2. Cell Phone**

Managers with job duties requiring the use of a cell phone on a regular basis shall receive a monthly cell phone stipend of \$75.

### **3. Travel Expenses and Reimbursements**

- a. All meals during travel will be reimbursed by CIRC, except for any meal that is being provided by a conference or organization. Meals will be reimbursed at a maximum of \$60 per day. Any expense for alcohol is not reimbursable.
- b. Ground Transportation costs to/from airports, meetings, and other events during travel will be covered. Managers shall attempt to utilize cost-effective transportation whenever possible (i.e. public transportation or parking at airport over taxis).
- c. Prior to confirming and booking travel, all Managers must receive Director approval of the travel budget, including estimated expenses for meals, ground transportation, and any other direct costs from CIRC.

### **4. Reimbursements of Work-Related Expenses**

- a. No later than February 28 of each year, CIRC will provide each unit employee with their budget by class for that budget year.
- b. Employees who require a credit card to fulfill their work responsibilities shall be provided with a CIRC credit card. The credit card shall be used for organizational expenses only. Organizational expenses incurred by the Manager that are not charges to the credit card shall be reimbursed.
- c. Managers that are not provided with a CIRC credit card shall be reimbursed for reasonable organizational expenses incurred.
- d. If paying for travel expenses upfront and being reimbursed later creates a burden on the Manager, the Manager may request an advance of estimated expenses prior to travel. Once travel is complete, the Manager will submit receipts as provided below for all reimbursable travel expenses and to return any unused portion of the advance.
- e. Expense and reimbursement reports are due by the 7<sup>th</sup> day of the month following when that expense is incurred. Such reports shall be submitted through the Nexonia software.
  - i. Receipts are required to be submitted for all expenses except parking of under \$10. Failure to submit the receipt for an expense within 30 days of filing the report shall result in no reimbursement for that expense.
  - ii. If a Manager uses CIRC credit card and fails to provide receipt within 30 days, then the Manager is responsible for that expense and shall pay circ the amount equal to that expense.

### **5. Equipment**

- 1. CIRC shall provide office space unless CIRC and Manager agree that the Manager shall work from home. CIRC shall also provide the equipment needed to perform assigned work, desk, chairs, computer, and office supplies. If the Manager solely works from home then the Manager shall receive a \$50 per month stipend toward internet service.

### **2. Lost, Stolen or Damaged Property Policy**

- a. When CIRC-owned property is lost, stolen or damaged through employee negligence, the information will be forwarded to employee's CIRC Supervisor and Operations Coordinator.
- b. Items damaged through normal wear and tear, or theft will be examined by the Operations Coordinator to assess, and a decision will be made as to the most appropriate method, repair or replacement, for restoring the item to service. Wear and tear are defined as use that would occur during regular use of an item by staff and volunteers, examples include, cracking a screen of a mobile device, charger/cables being worn, etc.
- c. If CIRC-owned property, worth more than \$150, is lost, stolen or damaged through employee negligence the employee will pay a \$50 replacement fee. The fee will be taken out of the employee's reimbursements, or by check written to CIRC. The \$50 replacement fee will be implemented for the first incident only.
- d. If CIRC-owned property is lost, stolen or damaged through employee negligence a second time, the employee will replace the item in full.
- e. If a replacement item is to be purchased, the Operations Coordinator will provide the details needed for ordering, such as item number, sizes and any other pertinent information needed so that an order can be placed to both the liable employee and the co-Executive Directors. In this instance, the replacement item will not be taken out of the employee's reimbursement, but purchased by the employee.
- f. If a CIRC employee exits the organization, all CIRC property must be returned by date of departure. If property is not returned, the employee shall be provided notice and an opportunity to return such equipment before the employees' last pay is processed. If the property is not returned, the full amount of the value of the property will be taken out of the last employees' check.

#### 6. DACA Renewal and other immigration applications

a. CIRC shall continue to cover the DACA renewal fee for DACA recipients/directly impacted staff. CIRC will also cover the fees for other immigration applications related to work authorization, such as TPS, adjustment of status (LPR), and naturalization. Time spent renewing one's work permit may be done during the workday without a loss in pay.

### **ARTICLE 13 HOLIDAYS**

1. The following days are designated as paid holidays for all full-time and part-time employees:

Winter break: the last 2 week of December  
 New Year's Day  
 Martin Luther King Day  
 Cesar Chaves Day  
 Memorial Day  
 Juneteenth  
 Independence Day  
 Labor Day  
 Indigenous Peoples Day  
 Thanksgiving Recess (Wednesday, Thursday)

a. Employees will be entitled to 2 floating holidays annually that they can use to celebrate holidays specific to their faith or tradition or that they can use as personal days. These two floating holidays shall be used within the calendar year. Floating holidays not used prior to the end of the calendar year or termination from employment, whichever occurs first, will be lost and cannot be cashed out.

2. Prior to working on a holiday, managers must seek approval from their supervisors and they will receive comp time equal to hours worked. If a Manager is required by their Director to work two or more hours on a holiday, they will receive comp time for a full day.

3. When any holiday listed in Section 1 falls on a Saturday the last working day of the preceding week shall be observed as the holiday. When a holiday falls on a Sunday, the first working day of the following week shall be observed as the holiday. If a holiday falls on a Friday, it will be observed on Thursday. If a holiday falls during a Manager's vacation or sick days, then instead of using that vacation or sick day, the Manager shall use the holiday as the paid day off.

4. Managers will have the right to use six (6) Personal Days each calendar year for any reason. Managers shall be granted such days on January 1 each year. Upon hire, new Managers shall be granted a prorated number of days as follows: begin working before October 1, all six personal days; begin working after October 1 but before December 1, three personal days; begin working after December 1, one personal day.

A. Personal days may be taken in one-half day increments.

B. Prior to taking the personal day the Manager shall inform their Director that taking time off for personal day and amount of time being used.

C. Personal days shall be lost if not used within the calendar year or prior to the termination of employment, whichever occurs first, unless the employee and Employer mutually agree upon extension.

D. Personal Days cannot be cashed out for any reason.

## **ARTICLE 14**

### **VACATIONS**

1. Managers will receive annual vacation with pay according to the following schedule:
  - Upon hire employees shall accrue vacation at the rate .1538 days per week for the remainder of the calendar-year, the rate equivalent to 2 weeks (8 days) paid vacation annually. which may be used prior to accrual with supervisor approval.
  - On the first January 1 after employment, 3 weeks (12 days) paid vacation shall accrue to be used during the calendar-year.
  - On January 1, after two complete years of employment: 4 weeks (16 days) paid vacation shall accrue to be used during the calendar-year.
  - On January 1 after three complete years of employment and all years beyond ,5 weeks (20 days) paid vacation shall accrue to be used during the calendar-year.



2. Managers who have been employed for less than four (4) years may carry over no more than four (4) days of unused paid vacation into the following calendar year. Managers who have been employed for four (4) or more years may carry over no more than eight (8) days of unused paid vacation into the following calendar year. Accrued vacation beyond the carryover limits provided above shall be assigned by management and taken by the Manager on the assigned dates.
3. Vacation requests are subject to Director approval, but such approval shall not be unreasonably denied.
4. The use of paid medical/parental leave (maternity for example) and time off as a part of a Manager's sabbatical shall not preclude a Manager's access to vacation or personal days.
5. The co-Executive Directors, at their discretion, may grant additional vacation time upon hire if negotiated with new Managers.
6. Unused vacation remaining upon a Manager's departure shall be paid out.

### **Sabbatical Policy**

1. Staff who have been continuously employed with CIRC for four (4) years are eligible to request and take up to eight (8) weeks of paid sabbatical leave for the purpose of study, personal development or the pursuit of personal interests. The sabbatical is intended to be a reward and a renewal period for previous contributions of the staff and prepare the employee for future efforts.
2. Sabbaticals may or may not be granted for the period requested, based on operational needs. Employees shall request sabbatical leave at least ten (10) weeks prior to the date they intend to begin the leave.
3. Employees must submit a plan for use of their sabbatical time that indicates at least one activity they will engage in that will either enhance or add to their ability to perform their job.
4. The weeks may be taken consecutively or in increments of at least three (3) weeks over a period of no more than two (2) years.
5. Vacation and sabbatical time off combined in any twelve-month period may not exceed sixteen (16) weeks.
6. During sabbatical leave, insurance coverage and premium payments paid by CIRC shall remain the same as would have received had the employee not been on sabbatical. However, during the leave, the employee shall not receive cell phone or internet stipends (if they had been working from home) and no reimbursement for driving mileage. Managers shall suffer no loss of seniority or vacation accrual during the sabbatical.
7. After the first sabbatical, employees will be eligible for sabbatical leave after every five (5) years of employment with CIRC in a six-year period.

## **ARTICLE 15 SICK LEAVE**

1. On January 1 of each year, Managers shall receive twelve days of sick leave for that year. New Managers shall be granted three (3) days of sick leave upon hire and the remaining amount for that year, if any, after the Manager completes the probationary period.
2. Sick leave shall be integrated with Worker's Compensation, and only the amount of salary paid by the Employer shall be charged against the Manager's remaining sick leave.
3. A Manager may use sick leave to care for a family member.
4. A Manager may use up to three days a year of sick leave to take care of unavoidable personal business.
5. An employee may roll up to three unused sick days to the following year. Remaining sick days may be donated to an employee community sick leave bank. Employees may donate sick days to the sick leave bank during the current year so long as the employee will have at least six (6) days of sick leave remaining after the donation. Employees may take up to half of the available days from the community sick leave bank after exhausting their sick days. CIRC shall grant such request if the employee can establish that use of such leave is necessary. Employees in both bargaining units and Directors may participate in this community sick bank under the rules described above.
6. Sick leave will not be cashed out upon separation from employment.
7. In addition to sick leave, if needed, employees may take one (1) day of menstrual leave per month. If additional days are needed for menstrual absence, sick leave may be utilized.

## **ARTICLE 16 LEAVE OF ABSENCE**

1. The Employer agrees to abide by all the provisions of the Federal Family and Medical Leave Act, whether or not the Employer employs the minimum number of employees to be legally bound by the FMLA. Employees shall have the option of using any accrued paid time during such leave (i.e., vacation, sick leave, etc.). Requests for leaves outside of reasons covered by FMLA shall be considered by the employer. During leave of absence, the employee shall continue to receive medical benefits as provided in Article 20.
2. 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. Permanent employees who are in the U. S. Military Reserves and who submit proof that during the calendar year they are required under terms of their initial obligation, to report for annual active-duty training, shall be granted a leave with pay for up to nineteen (19) days per year. For military leave longer than nineteen days, employees may use accrued vacation.
3. A Manager shall be excused from work for a maximum period of twelve (12) days in the event of the death of a significant other or a member of the immediate family. "Significant other"

is defined as Manager's boyfriend, girlfriend, domestic partner, or spouse. "Immediate family" is defined as parent, child (including adoptive, foster and step-children), brother/sister, grandparent, grandchild, aunt/uncle, or parents of a significant other. The co-Executive Directors, at their discretion, may grant bereavement leave of up to 4 days for the death of an individual not covered by the above.

a. Employees may consult with Supervisors to take their bereavement leave at a later time for memorial services and other bereavement-related activities.

4. The Employer shall not discriminate in granting or denying an employee's request for any leave of absence.

## **ARTICLE 17**

### **PARENTAL LEAVE AND NURSING**

1. The Employer shall grant forty-eight (48) work days of paid parental leave, for the birth, pre-birth complications, adoption, adoption equivalent or foster care of a child.

2. Upon request by the employee, the Employer may grant extended unpaid parental leave up to forty-eight (48) work days, or may agree to part-time employment. If the Employer agrees to part-time employment for the Manager, they shall continue to receive their benefits during that period of part-time employment. During extended parental leave the Manager shall be permitted to use any combination of sick leave, vacation, personal days, accumulated compensatory time or unpaid leave. The maximum combined amount of leave and part-time employment shall not exceed one hundred and twenty (120) calendar days except at the discretion of the Employer.

3. Managers shall be guaranteed the return to their original position held at the time of taking parental leave, at the same rate of pay received prior to the leave, including any negotiated increases.

4. Managers shall suffer no loss of seniority or vacation accrual during parental leave. All insurance coverage shall be maintained for Managers on parental leave.

5. Nursing parents shall be provided reasonable break time for the purpose of expressing breast milk or nursing as long as the parent continues to express. The Employer shall provide a private, sanitary place for the parent to express or nurse.

## **ARTICLE 18**

### **Court Leave**

1. Court leave will be granted to a Manager who is called to jury duty or who is subpoenaed by a court to serve as a witness. The Manager must present a court notice to their Director in advance to be excused. Managers on court leave shall receive their full pay for up to two weeks of jury duty or witness service, less any amount the court has paid for jury service.

## **ARTICLE 19**

### **ARRESTS**

1. For planned and pre-approved arrests for civil disobedience (where a Manager and co-Executive Directors discuss the potential for arrests and a Manager is granted approval by the co-Executive Directors for arrestable actions), Managers shall be paid their regular salary for up to twenty (20) work days of incarceration.
  - a. Any Manager may willingly refuse to engage in a planned and pre-approved arrests without retaliatory action.
  - b. Managers shall receive comp time for time spent incarcerated on the Manager's regular days off.
2. For unplanned and/or unapproved arrests by Immigration and Customs Enforcement (ICE), Managers shall be paid their regular salary for up to twenty (20) work days of incarceration. The parties will meet to discuss any compensation thereafter.
  - a. Managers shall receive comp time for time spent incarcerated on the Manager's regular days off.
3. Any Manager may use unused vacation, personal days, or sick days for periods of incarceration not otherwise compensated.
4. CIRC shall pay bail/post bond and pay any fines rendered on employees directly related to pre-approved arrests contemplated in Section 1(a) above.
5. CIRC will provide legal counsel for employees if she/he is required to appear in court for planned and pre-approved arrests for civil disobedience. Driving and parking infractions are excluded from this provision. For ICE arrests contemplated in Section 1(b) above, CIRC will attempt to assist such employee in retaining pro bono counsel.

## **ARTICLE 20**

### **HEALTH AND WELFARE**

1. CIRC shall provide medical, dental, and vision insurance for each full-time employee and up to two (2) child dependents under the age of eighteen (18), CIRC shall pay 100% of the premium to provide such coverage. CIRC's medical insurance plans will provide gender affirming care to employees. The employee may add additional eligible dependents to their health plan at an additional cost that the employee shall pay through payroll deduction.
  - a. Employee shall be eligible for coverage on the first day of employment.
2. In addition to the two bargaining unit representatives from the other unit, there shall be one bargaining unit representative from this unit shall be included in CIRC's annual discussions with the insurance broker concerning renewal options and any changes to the plan(s) for the following year. Changes to the coverage shall be made only with mutual agreement between CIRC and DNG.

## **ARTICLE 21**

### **DEFINED CONTRIBUTION PLAN 401(k)**

CIRC shall continue to be a participating employer in the IUE-CWA 401(k) Plan. CIRC shall contribute an amount equal to two percent (2%) of the employees' pay on behalf of each bargaining unit employee. The contribution shall be made for each pay period. Bargaining unit employees may contribute additional funds to their 401(k) each pay period up to the maximum amounts allowed by law.

## **ARTICLE 22**

### **DISCIPLINARY & CORRECTIVE ACTION PROCEDURES**

1. Except as provided in Article 6, Probationary Period, no employee shall be subject to discipline or discharge except for just cause. Except in circumstances where a severe conduct infraction justifies immediate discharge or suspension, all discipline shall be progressive including oral warning, written warning, suspension and discharge. All performance and attendance disciplines shall be progressive.
2. Any proposed discipline must have final approval of the co-Executive Directors.
3. Managers shall have the right, but must request, that a union representative be present at any discussion with the Employer which the Manager reasonably believes may result in their discipline and/or any disciplinary meeting. A Manager shall be given reasonable advance notice when such discussion is scheduled and the Manager shall be informed of the nature of the complaint against them. If a request for a union representative is made, the discussion shall not proceed until the union representative is given a reasonable opportunity to be present. A second union representative may attend if available at the time the first union representative is available and is attending as part of the training of the first union representative.

## **ARTICLE 23**

### **ECONOMIC REOPENER**

An economic reopener will be held in October 2024 and 2025 to address any article that has economic/budgetary implications, such as wages, 401k, etc.

## **ARTICLE 24**

### **LAYOFFS**

1. In the event CIRC determines that a reduction in staffing is necessary, CIRC shall meet with DNG to discuss such reduction and any possible alternatives. In the end, CIRC shall make the final judgment as to whether to engage in reduction of staff and the amount of reduction.

2. In case of layoff of a permanent employee, four weeks written notice shall be given to the employee and DNG. Layoffs shall be conducted in reverse seniority order within the affected Managers in each department in the bargaining unit.

(b) During the notice period, the Employer shall accept volunteers within the affected job title and division to be laid off instead of the least senior employee(s).

3. Except in the case of demonstrable, extreme financial distress of CIRC, for layoff the Manager will have the option of receiving two weeks' pay in addition to the four weeks written notice. A Manager may choose to separate employment immediately upon receiving notice and receive two weeks' pay.

4. Any Manager laid off shall be placed upon a rehire list in seniority order for one year. When a bargaining unit position previously held by a laid off Manager at the time of their layoff is to be filled, the Employer shall first notify the Manager for that position on the rehire list of the opportunity to return to work. If more than one Manager is on the recall list, the most senior Manager who previously held that position shall be recalled first. Such recall notice shall be made to the last known email and mailing address of the Manager via certified mail. The Manager shall have three business days from the date of first delivery attempt to accept the return to work offer and shall be available to return no more than three weeks after the notice is delivered. Upon their new hire date, the Manager's previous service time will be counted toward their seniority.

## **ARTICLE 25**

### **GRIEVANCE PROCEDURE**

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

2. Before filing a formal grievance concerning a non-disciplinary issue, and within fourteen (14) calendar days after the Manager or the Guild knew, or by reasonable diligence should have known, the facts giving rise to the dispute, the Guild shall bring the matter the appropriate Manager director's attention and agrees to attempt to resolve any issue or dispute through discussions with the Employer's designated representative

3. Within fourteen (14) calendar days after the first meeting conducted under section 2, the Guild may file a written grievance as provided below. The written grievance shall explain the dispute, include a specific statement of the remedy sought, and request a meeting regarding the dispute.

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

4. A grievance meeting shall be held as promptly as possible after the Employer receives the written grievance but, in any case, within fourteen (14) calendar days thereafter. A grievance committee of not more than TWO (2) bargaining unit employees designated by the Guild shall meet with TWO representatives of the Employer and shall discuss the grievance. The Guild may

substitute A TNG-CWA local or national representatives for up to one (1) grievance committee members. In addition to the two representatives, the Guild may have one grievant attend. The parties may mutually agree to attendance by more than one grievant.

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

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

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

7. In the event the procedure in Sections 1 to 6 above does not result in a resolution of the grievance the Guild may submit the matter to arbitration. To be timely, a demand for arbitration must be served within fourteen (14) calendar days after the last step taken as provided above is completed.

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

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

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

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

12. The arbitrator shall limit his/her 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.

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

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

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

## **ARTICLE 26**

### **COMPLIANCE WITH LAW**

In the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention to any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. The Employer and the Union further agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof.

## **ARTICLE 27**

### **ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE**

#### **I. Policy Statement**

CIRC, hereby referred to as CIRC, is committed to providing all of its employees including officers, and its interns and its volunteers with a workplace free from discrimination, harassment and bullying. CIRC does not discriminate against or allow harassment of any employee, volunteer or individuals representing member organizations because of the employee's or volunteer's race, religion, color, sex, age, national origin, sexual orientation, gender identity or expression, disability, ancestry, pregnancy, caste, or any other basis prohibited by law, or based on the employee's or volunteer's protected activity under the anti-discrimination statutes.

CIRC reaffirms that it will not tolerate discrimination, harassment or bullying 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.

#### **II. DEFINITIONS:**

A. Designee



The designee is a person appointed by co-Executive Directors to investigate a discrimination or harassment complaint and report their findings to the appropriate authority. If the complaint, in whole or in part, is against the co-Executive Directors, then the board chair shall appoint the designee.

#### B. Discrimination

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

#### C. Employee

For the purpose of this Policy, "employee" is defined as any individual employed and paid by CIRC, including staff, seasonal or project temporary employees and interns.

#### D. 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, caste, or any other characteristic protected by law. It may include, but is not limited to, actions such as use of epithets, slurs, negative stereotyping, offensive jokes, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures and interference with work performance that relate to sex, race, age, disability or other protected categories as defined in Section II. 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 e-mail, placed on walls, bulletin boards, computer screens, or elsewhere on CIRC 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.

#### E. Sexual Harassment

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

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

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

Unwelcome sexual conduct can constitute harassment if:

- it has the purpose or effect of unreasonably interfering with an individual's work performance; 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.

#### F. Bullying

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

### **III. COMPLAINT AND INVESTIGATION PROCEDURE**

As a means to ensuring a workplace free from discrimination and harassment, CIRC 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.

#### A. General Principles

CIRC employees are strongly encouraged to come forward with a complaint within a reasonable time of an incident but no more than 300 days. any incident of discrimination or harassment should be reported immediately including isolated incidents—whether or

not the employee wishes for action to be taken—so that a pattern of behavior may be established. The employee may report offensive conduct as defined herein without fear of interference with the individual's work performance or contributing to a hostile work environment. An employee should not wait to report harassment until it becomes severe and pervasive. CIRC is committed to stopping discrimination and harassment even if the conduct has not risen to the level of a violation of law.

If the employee feels comfortable doing so, they should respond to the discriminatory or harassing conduct in a way that demonstrates that the conduct is unwelcome. However, the employee is not required to respond directly to the offending individual.

Efforts will be made to investigate and resolve complaints promptly, thoroughly and impartially, and in as confidential a manner as is possible consistent with proper investigation of the complaint. No investigation shall take longer than one week from the date the complaint is first received.

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

If the accused is determined to have engaged in discrimination or harassment, appropriate action will be taken promptly. For discrimination or harassment by an employee, supervisor or officer of CIRC, appropriate sanctions will be imposed up to and including termination of the offending individual, in compliance with the collective bargaining agreement. If it is conduct by a member, employee or officer of an affiliate, vendor or consultant, then CIRC will take appropriate action, using its best good faith means available.

There will be no retaliation or other adverse action taken against the complainant who reports an incident of apparent discrimination or harassment, or individuals who provide information in the course of the investigation of such a complaint or report. Any such retaliation can also be the subject of a complaint under this procedure. If, as a result of retaliation or adverse action, the complainant does not feel they can work in good faith with the Board members or designee, the individual should contact a Regional or CIRC Staff Representative. If retaliation in fact occurred, prompt and appropriate corrective action will be taken and appropriate sanctions imposed, up to and including termination.

## **B. Procedure**

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

1. If an employee believes that they have been the target of discrimination or harassment, CIRC encourages the employee to report the alleged incident(s) as soon after the incident occurs as reasonably possible but no more than 300 days to a Director or co-Executive Directors. If the report is made to a Director, they should immediately notify the co-Executive Directors. Failure to report claims of harassment hampers CIRC's 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 Director who receives a complaint to inform the co-Executive Directors or designee of the allegations so that a prompt investigation may be conducted, unless otherwise directed by the complainant. If the complaint is against the co-Executive Directors, the complaint shall be reported to the Board Chair. For the remainder of this Article, if the complaint is against the co-Executive Directors, references to the co-Executive Directors shall be replaced with Board Chair. This article is not intended to the person receiving the complaint to further report the complaint against the expressed will of the complainant.

2. The co-Executive Directors 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 co-Executive Directors 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 co-Executive Directors 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 co-Executive Directors or designee, will conduct an investigation to determine whether discrimination or harassment has occurred within one week of receiving the report. The co-Executive Directors 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 co-Executive Directors has a conflict, the 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 Board Chair 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 co-Executive Directors 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, CIRC will take steps to ensure that additional discrimination, harassment, or retaliation does not occur during the period of investigation. CIRC 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, CIRC will take prompt and appropriate action within one week of the conclusion of the investigation. This may include corrective action designed to end and to remedy the discrimination or harassment and to prevent it from recurring. Action may include imposition of discipline on the discriminator/harasser, ranging from reprimand to discharge. If it is conduct by a member, employee or officer of an affiliate or by a vendor or consultant, then CIRC 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.

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

11. CIRC 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. If the co-Executive Directors or designee fails to conduct the investigation promptly or maintain communication with the complainant in regards to the investigation, the complainant may follow the Grievance Procedure outlined in Article 25.

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

## **ARTICLE 28**

### **DRUG AND ALCOHOL POLICY**

The consumption or use of illegal drugs, marijuana or alcohol during work hours or at work related events or reporting to work impaired by such substances is prohibited. Any use of, or impairment by such substances during work hours will be grounds for discipline, which may include verbal or written warning, suspension or discharge.

Exceptions to the consumption of alcohol include work-related social events, however consumption deemed excessive during such events is prohibited and grounds for discipline.

## **ARTICLE 29 GENERAL CONDITIONS**

1. Confidentiality. In the course of work, employees will be privy to confidential information about members of CIRC, such as address, phone number, etc. Employees agree to maintain this information in confidence from anyone outside CIRC staff, except when authorized by Directors to share such information with other members or organizations. In the event that an employee is asked to divulge information about a CIRC member by a law enforcement officer, the employee must speak first with legal counsel provided by the organization.
2. Violence and Weapons. All acts of violence and/or possession of weapons in the workplace is prohibited. All forms of violence should be immediately reported to a Director. Any acts of violence or the introduction of weapons into the workplace is ground for discipline up to and including termination.
3. Compliance with Financial Requirements and Law. Employees shall report any concerns involving questionable or improper accounting procedures or violation or concerns of violations of applicable laws and regulations. Under no circumstance shall an employee experience retaliation or adverse employment conditions for raising a concern.
4. Paydays. Payroll occurs twice a month on the 15th and last day of each month. Hourly employees are expected to maintain and keep track of their own hours on a Nexonia timesheet and submit to their supervisors by the end of the week or Monday of the following week. Employees are expected to report all hours worked. If the payroll date occurs on a weekend or holiday, the payday will be the last working day prior to the holiday or weekend. Any change in pay dates shall be negotiated by the parties.
5. Self-Care. CIRC requires all employees to have a Self-Care Plan. Self-care should be a regular part of weekly check-ins with supervisors to ensure flex time is used within one month of accumulation or otherwise assigned by the Director and vacation benefits are being accessed. Individual work plans should address what is needed for each employee to maintain his or her emotional, physical, spiritual and social health. The plan will be shared with employee's supervisor and co-Executive Directors, and will be revisited at least quarterly.
  - a. Employees may use sick time towards mental health counseling and/or coaching involving work-related stress.

## **ARTICLE 30 DURATION OF AGREEMENT**

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

For the Employer:

For the Union:

Henry Sandman  
Gladis Ibarra  
Marine Brichard

Alma Orozco  
Keilly Leon  
Anthony Mulligan

11/30/2023  
Date Signed

12/7/2023  
Date Signed

**As Modified in wage opener negotiations:**

For the Employer:

For the Union:

<u>Henry Sandman</u>	<u>11/10//2025</u>	<u>Paola Grimaldo</u>	<u>11/11/2025</u>
<u>Gladis Ibarra</u>	<u>11/10/2025</u>	<u>Alma Orozco</u>	<u>11/10/2025</u>
<u>Nayda Benitez</u>	<u>11/10/2025</u>	<u>JuanDavid Garza</u>	<u>11/11/2025</u>
<u>Marine Brichard</u>	<u>11/10/2025</u>	<u>Tony Mulligan</u>	<u>11/13/2025</u>