

# CONTRACT

## **Collective Bargaining Agreement**

Between



and

**DENVER NEWSPAPER GUILD  
COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 37074, AFL-CIO**

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## **Article 1 Recognition**

### **1.1 Preamble**

This Collective Bargaining Agreement ("Agreement") is entered into by and between Cobalt and the Denver Newspaper Guild, Communications Workers of America Local 37074, AFL-CIO to establish the terms and conditions of employment and promote a collaborative, inclusive, and respectful workplace.

The parties acknowledge their shared commitment to advancing the mission and values of Cobalt, including equity, transparency, justice, and participatory leadership. These shared commitments are further articulated in Article 2 – Commitment and Values, which outlines the principles of mutual responsibility, open dialogue, and inclusive engagement that inform this Agreement.

This Agreement reflects the mutual intent to uphold the dignity of work, ensure accountability and fairness, and support a sustainable workplace that serves Cobalt's communities. The parties enter into this Agreement in good faith and with the intent to maintain open communication, resolve concerns constructively, and support the continued success of Cobalt's mission and employees.

### **1.2 Recognition & Scope of Agreement**

Cobalt recognizes the Denver Newspaper Guild, CWA Local 37074, AFL-CIO, as the exclusive bargaining representative for all full and part-time employees employed by Cobalt, excluding supervisors, managerial staff, confidential employees, interns, and any other positions defined as excluded by the National Labor Relations Act (NLRA).

This Agreement shall apply to all employees within the bargaining unit as defined above. Unless otherwise specified, references to "employee" or "employees" in this Agreement shall refer to bargaining unit members.

The Union's jurisdiction is recognized as covering employees described in Article 1 and includes the work currently and customarily performed by these employees. This also includes any previously established duties, new or additional work reasonably related to their job duties and assignments.

### **1.3 Guild Rights & Representation**

The Guild shall have the right to represent employees in the bargaining unit on matters related to wages, hours, working conditions, and other terms and conditions of employment. Cobalt agrees to meet and confer with the Guild in good faith regarding any mandatory subjects of bargaining and to provide timely information as required by the NLRA.

Guild stewards shall be designated by the Guild and recognized by Cobalt. Stewards shall be allowed reasonable time during work hours, without loss of pay, to investigate

and represent employees in grievances or disciplinary matters, provided that such time does not

unreasonably interfere with business operations. The Guild shall provide Cobalt with a current list of designated stewards and officers.

Cobalt agrees to deduct Guild dues or service fees from employee paychecks upon written authorization from the employee, in accordance with applicable laws and procedures. The Guild will be responsible for notifying Cobalt of any changes to the dues structure and for maintaining the necessary authorizations.

The Guild shall have reasonable access to bargaining unit employees for the purpose of conducting Guild business, including during new employee orientations, consistent with operational needs and mutually agreed-upon procedures.

## **Article 2 Management Rights**

Cobalt retains the sole and exclusive rights to operate and manage its organization and affairs in all respects, except as otherwise expressly limited by the terms of this Agreement or applicable law. These rights include, but are not limited to:

- Determining the organization's mission, strategic direction, programs, and services;
- Hiring, promoting, transferring, assigning, and evaluating employees;
- Establishing work rules, performance expectations, and operational policies;
- Directing, assigning, supervising, and scheduling the workforce;
- Determining job content and qualifications;
- Introducing new or modified methods of operation, technology, or service delivery;
- Contracting out work as necessary to meet organizational needs;
- Laying off employees due to lack of work, funding, or organizational restructuring;
- Taking necessary action to ensure safety and compliance with applicable laws.

The exercise of these rights shall not be used to undermine the Guild or circumvent its role as the exclusive representative of employees. Management agrees to exercise these rights in good faith and in a manner consistent with the values and mission of Cobalt.

## **Article 3 Commitment and Values**

### **3.1 Atmosphere of Mutual Responsibility**

All parties to this agreement shall uphold an atmosphere of mutual responsibility, dignity, and respect to ensure the successful achievement of these objectives.

## **3.2 Commitment to a Participatory Culture**

Cobalt is committed to fostering a participatory culture that encourages the constructive and respectful exchange of ideas and opinions from all members of the workplace community. This commitment is grounded in Cobalt's values of diversity, equity, inclusivity, respect, and collaboration.

To ensure a supportive and productive workplace environment, the following principles govern the open expression of ideas and opinions:

*3.2.1 Respect and Professionalism.* All expressions of ideas and opinions within the workplace, must adhere to Cobalt's workplace policies, including those addressing anti-discrimination, anti-harassment, and respectful communication.

*3.2.2 Constructive Engagement.* Employees are encouraged to provide feedback, share ideas, and express concerns constructively. Cobalt provides structured opportunities for participation, including regular team meetings, feedback forums, and designated committee sessions.

*3.2.3 Training and Support.* To support this participatory culture, Cobalt offers training for employees and managers on effective communication, active listening, and conflict resolution. These trainings are designed to help all members engage in dialogue that is aligned with the organization's values and goals.

*3.2.5 Commitment to Open Dialogue.* Cobalt management values open dialogue and will be reasonably available to meet with the bargaining unit to address concerns as necessary. These meetings provide an opportunity for collaborative problem-solving and ensure that issues are addressed promptly and constructively.

*3.2.6 Ongoing Evaluation.* Cobalt is committed to continuously evaluating and improving mechanisms for participation to ensure they remain effective and aligned with organizational goals. Employees are encouraged to provide feedback on these processes.

By adhering to these principles, Cobalt seeks to create an environment where all members feel valued and empowered to contribute to the organization's success while maintaining mutual respect and professionalism.

## **Article 4 Union Time**

### **4.1 Monthly Guild Meetings**

The Guild may hold one meeting per month during Cobalt's work hours, lasting up to one

hour. Additionally, the Guild is permitted to hold supplementary meetings of reasonable frequency and duration before contract negotiations. The Guild may request to meet in the Cobalt office. Permission to meet in the Cobalt office will not be unreasonably withheld.

## **4.2 Union Training and Meeting Attendance**

Cobalt will allow up to three (3) employees from the bargaining unit to attend one union meeting or union-related training opportunity during work hours (two [2] days or less) per year with full pay.

*4.2.1 Limitations on Attendance.* Not more than one employee from the bargaining unit may attend such training or meetings at a time.

*4.2.2 Notification Requirements.* Cobalt employees must notify management of union training opportunities or meetings as early as possible, but no less than two (2) weeks in advance of the training or meeting.

*4.2.3 Approval Process.* Requests to attend training or meetings will be considered based on the operational needs of the organization. Approval will be granted unless it conflicts with critical job responsibilities, organizational priorities, or scheduled Cobalt events. Management will evaluate each request fairly and consistently, providing a written explanation if approval is denied. If an employee disagrees with the denial, the decision may be appealed to the Vice President or their designee.

## **Article 5 Dues Check-Off**

### **5.1 Union Shop**

If and when an election is conducted and an all-union agreement is approved pursuant to Colorado Revised Statute 8-3-108 and certified 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 (1) not less than thirty (30) days following the date when the CDLE certifies the all-union agreement, such that this Union Shop provision becomes legally enforceable or (2) not less than thirty (30) days following the date the employee is hired, whichever occurs later.

### **5.2 Indemnification**

The Union agrees to indemnify and hold harmless Cobalt from any claims, causes of action, or disputes arising from the enforcement of this Article, provided that such claims are not the result of Cobalt's administrative errors or negligence.

### **5.3 Dues Deduction and Remittance**

Upon receipt of a properly signed authorization form, Cobalt agrees to deduct dues, fees, and assessments from employees' wages and remit these amounts to the Treasurer of the Guild or their designated recipient no later than the 15th of the month following the month in which they were deducted.

*5.3.1 Timeliness and Accuracy.* Cobalt will implement processes to ensure timely and accurate deductions and remittance of dues, fees, and contributions.

*5.3.2 Audit and Correction.* In the event of a payroll error, Cobalt will correct the error promptly and notify the affected employee and the Union. Corrections and remittance of late dues payments will be made by the end of the pay period following the period in which the error was identified.

## **5.4 Support**

Cobalt will direct new employees to the Union for assistance with membership questions or concerns.

## **5.5 Requests for Additional Meetings**

Requests for discussions about dues or membership compliance must be made in writing and submitted at least five (5) business days before the proposed meeting date. Meetings will occur only by mutual agreement.

# **Article 6 Labor Management Committee**

## **6.1 Labor Management Committee (LMC)**

The purpose of the Labor Management Committee ("LMC") is to foster constructive communication, collaborative problem-solving, and inclusivity within Cobalt while promoting diversity and increased organizational effectiveness. The LMC serves as an advisory body to provide a forum for discussing ideas, concerns, and recommendations from bargaining unit members.

To ensure clarity and alignment with Cobalt's operational priorities, the following principles govern the LMC:

### *6.1.1 Advisory Role*

- a. The LMC may make recommendations to management for consideration. Implementation of recommendations is subject to organizational priorities, operational feasibility, and management discretion.
- b. The LMC does not have authority to change the language or application of the collective bargaining agreement ("CBA") or to supersede management's decision-making authority beyond the scope of the CBA or other mandatory subjects of bargaining.

### *6.1.2 Scope of Discussions*

- a. The LMC may discuss topics directly related to workplace concerns and those that contribute to a positive and inclusive work environment.
- b. Topics outside the CBA may be discussed, but such discussions are non-binding and advisory in nature.

*6.1.3 Exclusion from Grievance/Arbitration.* Discussions within the LMC are not subject to the grievance or arbitration provisions of this agreement. Unresolved matters may be documented and, where appropriate, referred to the formal grievance and arbitration process consistent with the CBA or other relevant organizational policies.

*6.1.5 Commitment to Diversity, Equity and Inclusion.* The LMC will explore opportunities to promote diversity, equity and inclusion within the workplace. Recommendations related to these goals will be reviewed in good faith and aligned with measurable and feasible actions.

### *6.1.6 Transparency and Accountability*

- a. Management will provide timely feedback on LMC recommendations and, where appropriate, communicate reasons in writing, for accepting, modifying, or declining specific proposals.
- b. Outcomes of LMC discussions will be documented and shared to ensure transparency and accountability.

*6.1.7 Union Collaboration.* The LMC is not a substitute for formal bargaining processes. All such discussions occur with the Union as the exclusive bargaining representative.

By adhering to these principles, the LMC aims to build trust and collaboration between management and the bargaining unit, fostering a more effective and inclusive organization with regard to the implementation of the CBA and addressing any issues that arise regarding mandatory subjects of bargaining, outside of normal contract negotiations.

## **6.2 Labor Management Committee Meeting Schedule and Composition**

The Labor Management Committee (LMC) will meet quarterly on a pre-established schedule. Additional meetings may be scheduled by mutual agreement of the parties to address specific, time-sensitive issues that align with the committee's purpose.

### *6.2.1 Scheduling Meetings*

- a. Quarterly meetings will occur on dates agreed upon by the parties at the start of each calendar year.
- b. Requests for additional meetings must include a description of the specific issue(s) to be addressed and demonstrate alignment with the LMC's purpose. Both parties must agree to the request in advance.



### *6.2.2 Composition of the LMC*

- a. The committee will include two (2) management members and two (2) bargaining unit members.
- b. Each group may designate alternates as needed, provided that alternates are identified in advance and are briefed on prior discussions and decisions to maintain continuity.

### *6.2.3 Continuity and Preparation*

- a. Committee members and alternates are expected to review relevant materials and meeting minutes in advance to ensure informed participation and efficient discussions.
- b. Agendas for all meetings will be distributed at least two (2) days prior to the scheduled meeting.

By adhering to this structure, the LMC seeks to maintain consistent communication and collaboration while balancing the operational needs of the organization and the bargaining unit.

## **6.3 Labor Management Committee Agenda and Chair Responsibilities**

The Labor Management Committee (LMC) will operate with an agenda to ensure productive and focused discussions. The following guidelines will govern the agenda-setting process and the responsibilities of the chair:

### *6.3.1 Agenda Setting*

- a. Proposed agenda items must be submitted to the chair at least two (2) days before the scheduled meeting.
- b. The agenda will be finalized by mutual agreement of the parties, with any unresolved disputes about agenda items referred to an expedited resolution process (e.g., discussion between designated management and union representatives).
- c. Time-sensitive or urgent issues that arise after the deadline may be added to the agenda at the discretion of the chair, provided they are consistent with the LMC's purpose.

### *6.3.2 Scope of Agenda*

- a. Agenda items must align with the LMC's defined role and purpose, focusing on workplace concerns, communication, problem-solving, and diversity initiatives.
- b. Topics outside the scope of the LMC or issues reserved for formal collective bargaining will not be included on the agenda unless both parties agree.

### *6.3.3 Chair Responsibilities*

- a. The chair of the LMC will rotate annually between management and the

union. Regardless of the chair's affiliation, they must adhere to established procedural guidelines to ensure consistency and neutrality in meeting management. b. The chair will be responsible for:

- Scheduling meetings.
- Compiling and distributing the agenda based on submitted items and approved additions.
- Ensuring meetings remain focused and aligned with the agreed agenda.
- Coordinating the preparation and review of meeting minutes.

#### **6.3.4 Meeting Minutes**

- a. Draft minutes will be prepared by the chair and shared with committee members within five (5) business days after the meeting.
- b. Both parties will review and approve the minutes to ensure accuracy before they are finalized and distributed.

### **6.4 Efficiency and Productivity**

The LMC will operate within a structured framework, including pre-established agendas, meeting time limits, and clearly defined objectives, to ensure productive and efficient discussions. The LMC shall prioritize agenda items based on urgency, relevance, and alignment with the committee's purpose to maximize efficiency.

## **Article 7 Equal Employment Opportunity**

### **7.1 Diversity, Equity and Inclusion**

Cobalt and the Union are committed to maintaining an organizational culture that values diversity, respects the free exchange of ideas, and supports the equitable treatment of all employees. Cobalt encourages inquiry and expression that align with organizational values and policies, including those prohibiting harassment and discrimination. This commitment fosters equitable opportunities, leadership development, civic engagement, and knowledge sharing within the organization.

### **7.2 Non-Discrimination Policy**

Cobalt is committed to fostering a diverse, equitable and inclusive workplace and will not discriminate against employees or members based on race, religion, color, sex, gender identity, gender expression, sexual orientation, age, national origin, mental or physical disability, marital status, veteran status, family status, education qualifications, or any other status or condition protected by applicable federal, state, or local law. This commitment applies to all employees and is in accordance with all applicable laws.

### **7.3 Compliance with Employment Laws**

Cobalt's personnel practices are designed to comply with applicable federal, state, and local laws regarding non-discrimination in employment. These include, but are not limited to, the Civil Rights Act of 1964 (Title VI and Title VII), the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act of 1978.

### **7.4 Reasonable Accommodations**

Cobalt is committed to providing reasonable accommodations for employees with disabilities to ensure equal access to employment opportunities. Employees may submit accommodation requests to their supervisor, the Vice President, or the President.

- Employees will be asked to complete a brief intake form to document the request.
- Cobalt will handle accommodation requests promptly and confidentially, except as necessary to evaluate and implement the accommodation.
- The Vice President or President may need to be informed of the accommodation request to ensure its effective implementation.

Reasonable accommodations will be provided in compliance with applicable federal, state, and local laws.

### **7.5 Equal Employment Practices**

Cobalt is committed to ensuring non-discriminatory treatment in all terms, conditions, and privileges of employment. Employment decisions, including but not limited to hiring, promotions, compensation, and disciplinary actions, will be made in accordance with applicable laws and organizational policies.

## **Article 8 Grievance**

Cobalt and the Guild agree that an effective grievance procedure is essential to promoting fairness, transparency, and timely resolution of workplace concerns. This multi-step process is designed to resolve disputes concerning the interpretation, application, or alleged violation of this Agreement through structured dialogue and, when necessary, neutral third-party arbitration.

### **8.1 Informal Resolution**

An employee who believes the Agreement has been violated should first bring the matter to the attention of a Guild representative. The Guild steward or representative may then engage in informal discussions with the employee's immediate supervisor or

Cobalt's designated representative to attempt resolution without formal documentation.

Informal discussions should occur as soon as possible, but no later than 10 business days after the Guild knew or reasonably should have known of the issue. This step may be oral and is intended to foster early problem-solving and fact-finding.

## **8.2 Formal Written Grievance**

If the issue is not resolved informally, the Guild may file a formal written grievance within the next 10 business days. The written grievance must be submitted to Cobalt's designated representative and include:

- A clear statement of the grievance;
- The specific provision(s) of the Agreement allegedly violated;
- Relevant facts;
- The remedy sought;
- Request for a meeting date.

## **8.3 Supervisor or Department-Level Meeting**

The union shall meet with the appropriate department head or their designee. within 10 business days of Cobalt receiving the formal written grievance.

This meeting shall be held within 10 business days of the request. It shall include the Guild representative, the grievant (if applicable), and Cobalt representatives. The purpose of this meeting is to review the grievance in detail and attempt resolution through good-faith discussion.

Cobalt shall issue a written response to the Guild within 5 business days following the meeting. **8.4 Executive-Level Review**

If the grievance remains unresolved, the Guild may request a review by submitting a written request to Cobalt's President or designee within 5 calendar days of receiving the response.

A meeting shall be scheduled within 10 business days of the request, involving senior Guild leadership and executive-level Cobalt management. At this stage, the parties may also agree to convene a joint labor-management grievance panel, where applicable.

Cobalt will issue a final written response within 5 business days following the meeting.

## **8.5 Arbitration**

If the grievance remains unresolved after Step 4, the Guild may request arbitration by submitting written notice to Cobalt within 5 business days of receiving the Step 4

response. Failure to file timely notice shall result in the grievance being considered resolved and waived.

Upon timely request, the parties shall attempt to mutually agree on a neutral arbitrator. If no agreement is reached within 10 business days, the parties shall request a list from the Federal Mediation and Conciliation Service (FMCS) and select an arbitrator by mutual agreement or strike method in accordance with FMCS procedures.

The arbitrator shall have authority only to interpret and apply the terms of this Agreement and shall not add to, subtract from, or modify any provisions. The arbitrator's decision shall be final and binding on all parties.

The costs of the arbitrator shall be shared equally, unless otherwise agreed. Each party shall be responsible for its own legal and preparation costs.

## **Article 9**

### **Employee References**

To ensure consistency, legal compliance, and protection of employee privacy, Cobalt has established clear protocols for responding to reference requests concerning current or former employees. All requests for information about a current or past employee must be referred to the President or their designee. No other employee or manager is authorized to provide reference information.

#### **9.1 Information & Safeguards**

Cobalt is committed to providing accurate and timely information in response to reference requests while safeguarding employee privacy. The organization will only confirm the following details for current or former employees:

- Verification of employment status
- Verification of position title
- Verification of dates of employment

Cobalt will not disclose confidential or sensitive information—such as performance evaluations, disciplinary records, or reasons for separation—unless required by law. All responses will be provided promptly and in accordance with applicable legal and organizational standards for data accuracy and privacy.

#### **9.2 Recordkeeping & Verification**

All reference requests and disclosures must be documented, including the details of the information provided and the requesting party's identity, to ensure accurate record-keeping and accountability.

## **Article 10**

### **Public Communication & Representation**

This article governs employee communications made on public platforms—including but not limited to social media, websites, blogs, podcasts, interviews, press releases, public speaking events, and participation in public meetings—when such communications involve the use of Cobalt time, resources, or while representing Cobalt.

This policy applies in the following circumstances:

- The employee is speaking in their official capacity as a representative of Cobalt; ● The employee is publicly identifying themselves or is being paid by Cobalt to attend an event or meeting.

This policy does not apply to personal expression on personal time, using personal resources, and unrelated to the employee's role at Cobalt—except where otherwise governed by applicable law or conflict of interest provisions. Nothing in this article is intended to restrict employees' rights under applicable law, including the National Labor Relations Act or other relevant protections. This policy shall not apply in instances where employees make a disclaimer or otherwise clearly state that their expression is personal and not representative of Cobalt, including instances where others may identify the employee as an employee of Cobalt.

#### **10.1 Media Inquiries & Official Communications**

To ensure consistency, accuracy, and alignment with organizational values, only authorized employees may speak on behalf of Cobalt. Employees who receive media inquiries or requests for comment regarding Cobalt's services, operations, or policies must refer such inquiries to the President or their designee.

No employee may issue press releases, public commentaries, or other statements representing Cobalt without prior authorization from the President or designated spokesperson.

Use of official Cobalt communication platforms, including organizational social media accounts, must reflect the organization's mission, values, and approved messaging at all times.

#### **10.2 Public Engagements & Educational Opportunities**

Cobalt may receive invitations for educational presentations, media appearances, or speaking engagements. These requests will be evaluated by the President or their designee. Only qualified employees who have received appropriate message training may be authorized to represent the organization.

A qualified employee is one who:

- Possesses subject matter expertise or relevant professional experience; ● Is in good standing with the organization, based on performance and conduct as evaluated through formal and informal processes;
- Has strong communication skills appropriate for public representation; and ● Has completed Cobalt-approved message training to ensure alignment with organizational standards.

### **10.3 Social Media & Personal Expression**

Employees must not use Cobalt-managed or affiliated or work related accounts to post content that contradicts the organization's mission, is discriminatory, abusive, or defamatory of staff or discloses confidential or proprietary information.

Personal expression on public platforms must not create the impression that the views expressed are endorsed by or represent Cobalt, unless explicitly authorized to do so.

Employees are expected to maintain a clear distinction between personal opinion and official Cobalt messaging.

### **10.4 Guild Activity & Protected Speech**

Nothing in this article is intended to interfere with or restrict employees' rights to engage in protected concerted activity under the National Labor Relations Act (NLRA) or other applicable law. This includes the right to discuss wages, working conditions, Guild matters, or terms of employment.

### **10.5 Accountability & Response**

Employees who violate this article may be subject to progressive corrective or disciplinary action, up to and including termination, based on the nature and impact of the conduct. Discipline shall be in accordance with Article 23. Responsive actions may be taken in situations including:

- Unauthorized use of Cobalt's public platforms or branding;
- Publicly disparaging Cobalt, its mission, or staff members in a way that causes harm, except as protected under the NLRA;
- Sharing confidential, proprietary, or protected information; or
- Using organizational channels to conduct personal or Guild-related advocacy during work hours with the exception of established union business (e.g. grievance, investigations, onboarding).

Accountability will follow the progressive discipline process outlined in Article 23, taking into account the intent, context, and severity of the conduct. Employees retain the right to due process and Guild representation in all disciplinary matters.

## **Article 11**

### **Whistleblower Policy**

Cobalt is committed to creating a workplace built on integrity, transparency, and ethical conduct. Employees are encouraged to report any suspected fraud, or unethical behavior, as long as the report is made in good faith. Reports should follow Cobalt's established policies and procedures and may be submitted to the President, Human Resources, or another designated official, as outlined in internal guidelines.

#### **11.1 Investigation of Good Faith Complaints**

The Employer will determine and appoint a neutral party to conduct a review and respond to good faith complaints in a timely and appropriate manner, consistent with internal procedures and applicable federal and state whistleblower protection laws.

A complaint is considered made in good faith when the employee:

- Reasonably believes, based on the information available at the time, that the conduct reported is improper, unethical, or unlawful;
- Acts with sincere intent to raise a legitimate concern—not for personal gain, retaliation, or with malicious intent; and
- Submits the report honestly, even if the allegations are later found to be unsubstantiated

All reports will undergo an initial review to determine whether they meet the criteria for good faith and warrant further investigation. Complaints that proceed will be investigated by a neutral investigator in accordance with established procedures and investigation standards.

Investigations shall begin no later than 30 days after the Employer receives the complaint. Every 30 days, throughout the duration of the investigation, the neutral investigator shall inform the employee who made the complaint of the status of the investigation. The investigator may withhold specific information if needed to maintain confidentiality and integrity of the investigation.

If the subject of the investigation is a member of the bargaining unit, the Union will receive notice within five (5) business days of the beginning of the investigation and may raise procedural concerns.

Cobalt strictly prohibits retaliation against any employee who, in good faith, reports suspected misconduct, whether internally or to an external oversight body or regulatory agency. Retaliation includes, but is not limited to, adverse employment actions such as demotion, termination, harassment, or the unfair denial of opportunities for which the employee is otherwise eligible and qualified. Any employee found to have engaged in retaliatory behavior will be subject to disciplinary action, in accordance with article 23.



## **11.2 False or Malicious Complaints**

Employees who are proven to have knowingly made false statements during the complaint process may be subject to disciplinary action, up to and including termination. This includes, but is not limited to:

- Fabricating allegations;
- Omitting or misrepresenting material information with the intent to mislead; or
- Repeatedly filing baseless complaints for retaliatory purposes.

This provision shall not apply to reports made in good faith that are later found to be unsubstantiated following a reasonable investigation.

## **Article 12 Confidentiality**

Cobalt is committed to safeguarding the integrity, privacy, and trust essential to its operations, relationships, and mission. This article outlines the standards and responsibilities related to the handling of confidential information by all employees. These standards apply to information acquired or accessed during the course of employment and remain in effect after separation. The obligations described herein are designed to protect sensitive data related to donors, stakeholders, employees, and organizational strategy, and to ensure that Cobalt remains in compliance with legal, ethical, and operational expectations.

### **12.1 Definition of Confidential Information**

“Confidential Information” refers to any non-public information obtained and developed by Cobalt that, if disclosed without authorization, could harm the interests of Cobalt, its employees, donors, stakeholders, partners, or overall organizational reputation. This includes, but is not limited to:

- Donor, stakeholder, and grantee information, including names, contact details, communications, giving histories, preferences, and other personally identifiable or sensitive data. Stakeholders include, but are not limited to, legislators, elected officials, community leaders, and partner organizations;
- Internal strategies and operational plans, including financial data, budgets, forecasts, business plans, campaign strategies, and decision-making materials;
- Technical and proprietary information, such as software code, source code, databases, algorithms, technology platforms, and digital infrastructure;
- Information about employees, such as staff lists, pay details (other than the employee's own), performance reviews, disciplinary actions, HR records, and any personal identifying

information (PII);

- Regulatory, tax, legal, or compliance documentation not publicly available;
- Voter registration or voter file data, including names, addresses, contact information, voting history, and other data derived from voter engagement platforms;
- Information related to or received from organizational partners or vendors, including proprietary materials, contact details, contractual terms, and any personally identifiable information of their representatives;
- Any material designated by the President or designee as sensitive or confidential, whether communicated verbally, in writing, or electronically.

For the purposes of this article, Personally Identifiable Information (PII) refers to any information that can be used to identify a specific individual, including but not limited to names, addresses, phone numbers, email addresses, dates of birth, government-issued identification numbers, or any combination of data that could be used to distinguish or trace an individual's identity.

12.2 Duty to Safeguard Confidential Information Cobalt requires that confidential information be maintained in strict confidence at all times. Employees are expected to protect all confidential and proprietary information they obtain through their employment—regardless of whether it is explicitly labeled as “confidential,” or whether it exists in physical, digital, or verbal form.

These obligations extend beyond the period of employment. Upon separation from Cobalt, employees must return and not retain any materials containing confidential information. Unauthorized access, disclosure, misuse, or failure to safeguard such information may result in disciplinary action, up to and including termination of employment, in accordance with Article 23. In the event of a breach after separation, Cobalt reserves the right to pursue appropriate legal remedies, including injunctive relief and recovery of damages.

### 12.3 Employee Obligations

Employees acknowledge and agree to the following responsibilities related to Confidential Information to:

- Protect and preserve the confidentiality of such information during and after their employment with Cobalt;
- Refrain from disclosing, discussing, or transmitting any confidential information to unauthorized individuals or entities, whether internal or external to the organization, unless expressly permitted by the President or a designated official;
- Return and not retain any physical documents, digital files, or devices containing confidential information upon termination of employment, including any copies, excerpts, or summaries thereof;
- Recognize that all confidential information is the sole and exclusive property of Cobalt, and that employees have no personal claim to use, access, or disclose such information

except as required in the course of their authorized duties.

### 12.3 Exclusions from Confidential Information

The term confidential information does not include:

- Information lawfully obtained by an employee from an independent third party, provided the third party is not bound by a confidentiality obligation to Cobalt and the disclosure does not violate any laws or agreements;
- Information relating to the employee's own wages, benefits, or working conditions, or to the protected concerted activity of employees, as defined by the National Labor Relations Act (NLRA). This includes the right of employees to act together to improve terms and conditions of employment, to discuss workplace matters through Guild or non-Guild activity, or to discuss workplace matters including relevant confidential information with Guild representatives;
- Information that is already publicly available, or becomes so through lawful means and without a breach of this agreement by the employee or others acting on their behalf.

### 12.4 Reporting & Handling of Breaches

Employees are expected to exercise due care in handling confidential information and to take immediate action if they suspect or become aware of an actual or potential breach.

**12.5.1 Accidental Disclosure.** If an employee inadvertently discloses Confidential Information to an unauthorized party, they must immediately notify their supervisor or the designated confidentiality officer and cooperate fully in any remedial actions required.

**12.5.2 Suspected Breach.** Employees must promptly report any known or suspected unauthorized access, disclosure, loss, or misuse of Confidential Information—whether intentional or accidental—to Human Resources or the President's designee.

**12.5.3 Duty to Cooperate.** Employees must fully cooperate in any investigation into a suspected or confirmed breach, including providing relevant information and participating in corrective measures to contain or mitigate harm.

## **Article 13**

### **General Conduct**

To support a workplace that is ethical, respectful, and effective in advancing the mission of Cobalt, all employees are expected to conduct themselves with professionalism, integrity, and accountability in all aspects of their work.

Employees must comply with the standards of behavior, responsibilities, and

expectations outlined in the Cobalt Employee Handbook, this collective bargaining agreement, and the following standalone organizational policies and procedures:

- digital security
- credit card use
- record retention
- HIPAA protocol

The employer may create additional standalone organizational policies and/or procedures as the need arises, and will notify and bargain with the union over the additional policies and/or procedures if they constitute a change in working conditions or terms of employment, or other mandatory subjects of bargaining. In instances where changes must be implemented quickly, the parties shall conduct negotiations within one week of receiving notice. If the parties reach an impasse, the employer may implement their final offer. These documents collectively govern employee conduct, performance, and workplace expectations.

### **13.1 Applicability of Policies and Procedures**

Because operational needs, legal requirements, and best practices may evolve over time, Cobalt may adopt or revise standalone policies and procedures more frequently than the Employee Handbook. The Employer shall promptly inform all employees of changes to policies through the usual methods of communication (i.e. email, Slack). Employees are responsible for complying with all current policies, which shall be made reasonably accessible by the organization. If any changes to the Employee Handbook modify mandatory subjects of bargaining, the Employer shall meet and negotiate such changes with the Guild. If any changes to the Employee Handbook modify mandatory subjects of bargaining, the Employer shall meet and negotiate such changes with the Guild. Any subjects in the handbook which are also addressed in this collective bargaining agreement must be in compliance with the relevant provisions. In any instance of conflict between this Collective Bargaining Agreement and the Handbook or standalone policies, the CBA shall prevail.

### **13.2 Notification & Bargaining Obligations**

Cobalt shall provide advance written notice to the Guild of any potential significant policy change that materially affects employee working conditions, discipline, compensation practices, or performance expectations.

For the purposes of this article, a significant policy change is defined as a new or revised policy that introduces, alters, or removes a requirement or standard that could result in disciplinary action, impact wages or benefits, working hours, or substantially affect day-to-day job responsibilities. Any change to a mandatory subject of bargaining or any permissive subjects of bargaining addressed in this agreement shall also be considered a significant policy change.

Cobalt shall engage in bargaining with the Guild over the implementation and effects of such significant changes.

### **13.3 Definition of Working Conditions**

As used in this agreement, working conditions refers to the environment and circumstances under which employees perform their job duties, including but not limited to work schedules, locations, safety protocols, tools and equipment, workload expectations, performance metrics, and conduct standards. Working conditions are recognized as a mandatory subject of bargaining under the National Labor Relations Act (NLRA).

### **13.4 Enforcement & Legal Protections**

Compliance with these policies is a condition of employment. Violations may result in corrective or disciplinary action, up to and including termination, in accordance with the provisions of this agreement.

Nothing in this article shall be interpreted to limit or infringe upon employee rights under the NLRA, applicable state or federal law, or other legal protections.

## **Article 14**

### **Anti-Discrimination, Anti-Harassment, and Anti-Bullying**

Cobalt is committed to maintaining a workplace that is inclusive, respectful, and free from discrimination, harassment, and bullying. This policy applies to all employees and extends to any work-related setting, including offices, virtual environments, coalition spaces, and fieldwork assignments.

#### **14.1 Prohibited Conduct**

Cobalt prohibits discrimination, harassment, and bullying, whether intentional or unintentional and uncorrected, based on any protected characteristic under federal, state, or local law. This includes the following behaviors:

- Discrimination – Unfair treatment in hiring, promotions, work assignments, or workplace policies based on bias based on race, religion, gender, gender identity, gender expression, sex, sexual orientation, age, national origin, mental or physical disability, veteran status, family status, or any other characteristic protected by law.
- Harassment – Unwelcome verbal, physical, or online conduct that creates a hostile work environment.
- Bullying – Repeated harmful behavior, including verbal abuse, exclusion, or intimidation. This encompasses microaggressions—subtle, often unintentional and uncorrected actions or comments that reinforce bias and contribute to exclusionary or hostile work environments.
- Retaliation against employees who report violations in good faith or participate in

an investigation.

This article should be read in conjunction with Article 15 – Workplace Violence Policy, which governs threats, physical harm, or conduct that endangers the safety of others.

#### **14.2 Reporting & Investigation**

To maintain a workplace free from discrimination, harassment, and bullying, Cobalt will:

- Provide annual training to ensure all employees understand their rights and responsibilities.
- Require all employees to review and acknowledge this policy upon hire and as updated.
- Investigate all reports of misconduct promptly and fairly, ensuring due process for all parties involved.
- Enforce progressive discipline, which may include coaching, formal warnings, suspension, or termination, based on the severity and frequency of violations, in accordance with Article 23.

Employees who experience or witness discrimination, harassment, bullying, or retaliation may report their concerns to their supervisor, Human Resources, or another designated representative. Reports may be made confidentially, and employees will not be required to confront the individual responsible. All reports will be investigated fairly, with investigations beginning within fifteen (15) business days. The investigations shall be structured as outlined in Article 11 - Whistleblower Policy. Responses may include:

- Coaching or education for minor or first-time incidents;
- Formal warnings or disciplinary action for repeated behavior;
- Termination for serious or intentional violations.

All responses will be in accordance with all applicable provisions in this Agreement, including Article 23. Cobalt will not retaliate against employees for filing a complaint in good faith. Employees who engage in retaliation will be subject to disciplinary action, up to and including termination in accordance with Article 23.

### **Article 15 Workplace Violence**

Cobalt is committed to maintaining a work environment that is safe, respectful, and free from threats, intimidation, or acts of violence. The organization does not tolerate behavior that compromises the safety or well-being of employees, board members, clients, vendors, donors, or others in a work-related context. All reports of such behavior will be taken seriously and responded to promptly, with appropriate actions based on the circumstances and in accordance with applicable policies and laws.

To the extent possible, internal reports will be handled confidentially. Information will only be shared with individuals who need to know in order to investigate and respond appropriately. This policy is intended to complement Article 14 – Anti-Discrimination, Anti-Harassment, and Anti-Bullying. While some conduct may fall under both policies, acts or threats of physical violence will be addressed with the urgency and standards outlined below.

### **15.1 Definition of Workplace Violence**

For the purposes of this policy, workplace violence refers to a range of behaviors that create or contribute to an unsafe, hostile, or threatening work environment. This includes, but is not limited to:

- Acts of physical aggression, including hitting, shoving, kicking, sexual violence, or throwing objects;
- Threats of physical harm, whether spoken, written, implied, or conveyed electronically;
- Behavior—such as intimidation, harassment, or bullying—that could reasonably cause fear for one’s physical safety;
- Unauthorized possession or use of weapons in the workplace, unless permitted by law;
- Actions that significantly compromise the well-being of others in the workplace.

### **Organizational Response**

Violent or threatening behavior toward others is prohibited and will be addressed promptly. Reports will be evaluated based on the nature and context of the behavior, with responses guided by applicable policies, laws, and due process.

### **Self-Defense Clause**

This policy does not prohibit proportionate and reasonable acts of self-defense in response to an immediate threat of harm. Any such actions must be reported promptly to a supervisor or Human Resources for review.

### **15.2 Reporting and Response**

All incidents or threats of workplace violence are encouraged to be reported immediately, but shall be reported no later than 180 days, consistent with EEOC reporting requirements, to a supervisor, Human Resources, or another designated official. Reports can be made confidentially.

Cobalt will begin investigating all reported incidents within five (5) business days. The company will take steps to ensure the safety of everyone involved and respond appropriately, in line with the collective bargaining agreement and applicable laws.

Retaliation against any employee who reports workplace violence in good faith is strictly prohibited.

The investigator will provide general updates on the status of the investigation to all directly involved employees—such as the person who made the report, the employee(s) named in the report, and others as appropriate—at least once every 30 days. These updates will include where things stand in the process, such as whether interviews are ongoing or nearing completion. To protect everyone’s privacy and maintain a fair, impartial process, the investigator may withhold specific details until the investigation is complete.

### **15.3 Consequences and Accountability**

Employees who engage in violent conduct or credible threats of violence—whether on Cobalt premises, while working remotely, or while representing Cobalt externally—will be subject to disciplinary action, up to and including termination of employment in accordance with Article 23.

Disciplinary action will be determined on a case-by-case basis, considering the nature, severity, and context of the behavior. Cobalt will act in accordance with Article 23, which includes the right to take immediate action if necessary.

## **Article 16 Access to Legal Support**

Cobalt recognizes that employees working in abortion care and advocacy may face legal risks, including arrests, lawsuits, or government investigations. This article ensures that employees receive appropriate legal support while safeguarding the organization’s financial and operational integrity.

### **16.1 Legal Assistance for Work-Related Issues**

Cobalt will provide legal support and representation when an employee faces legal action directly related to their job duties and has acted in compliance with Cobalt’s policies and instructions. Cobalt shall provide legal support for eligible matters up to an initial limit of \$10,000 per case. Any legal expenses beyond this amount will be subject to review and approval by the Legal Review Panel, as outlined in Section 16.3.

For purposes of this article, “directly related to job duties” means actions or responsibilities that fall within the employee’s defined role, responsibilities, or assignments on behalf of Cobalt, and that are carried out in good faith while performing work for the organization.

Employees shall be eligible for legal support if the case involves:

- Civil or criminal legal actions connected to their work;
- Subpoenas or legal inquiries related to job responsibilities; or
- Government investigations arising from professional duties performed on behalf of Cobalt.



## **16.2 Limits on Legal Support**

Cobalt will not provide legal support for:

- Personal legal matters; or
- Issues unrelated to the employee's work.

Legal support may be denied or withdrawn if the employee:

- Knowingly acted outside the scope of their job duties;
- Violated company policies or disregarded direct instructions from leadership;
- Engaged in intentional misconduct, gross negligence, or unauthorized unlawful conduct.

Unauthorized unlawful conduct is defined as any act or omission that is both unlawful and outside the scope of the employee's job duties, and that is not expressly approved by Cobalt or permitted under organizational policy.

If any of these conditions become known after legal support has already begun, Cobalt may withdraw support at that time. If support is withdrawn, Cobalt is not obligated to cover legal expenses incurred after the date of withdrawal but will be responsible for reasonable costs incurred up to that point.

## **16.3 Notification & Cost-Sharing**

Employees must notify Cobalt within 24 hours of becoming aware of a work-related legal issue or as soon as possible after release from custody, if applicable.

Cobalt will provide initial legal support up to a maximum of \$10,000 per case. If legal expenses are expected to exceed this amount, a Legal Review Panel will be convened within 10 business days to evaluate options. These may include alternative legal support, additional financial assistance, or limits on future support.

Decisions will take into account:

- The nature and complexity of the case;
- Alignment with past practice;
- The employee's compliance with applicable policy and cooperation;
- The organization's available resources.

Any legal support beyond the \$10,000 threshold is discretionary and subject to approval. In no case will employees be held personally financially liable for eligible legal expenses incurred in matters that meet the criteria outlined in this article. If legal support beyond \$10,000 is necessary but not approved by the Legal Review Panel, a meeting shall be convened between the affected employee(s), the Legal Review Panel, and a Guild representative to discuss alternative forms or avenues of support.

## 16.4 Employee Responsibilities in Legal Proceedings

Employees receiving legal support from Cobalt are expected to fully cooperate with the organization's designated legal representatives throughout the legal process.

**Cooperation** includes:

- Providing timely and accurate information;
- Responding promptly to communications;
- Attending required meetings, hearings, or court appearances;
- Following legal and organizational guidance;
- Not withholding any relevant facts that may affect the case or Cobalt's ability to provide support.

Failure to cooperate may result in suspension or termination of legal support. **16.5 Legal Review Panel**

In situations where legal expenses may exceed \$10,000—or when there are questions about an employee's eligibility for legal support or their cooperation with legal proceedings—a Legal Review Panel will be convened to review the matter and determine next steps. In the event that multiple ongoing cases require a Legal Review Panel, the same panel may be used for efficiency. However, panel members must be rotated or replaced if:

- A conflict of interest exists;
- There is reasonable concern of bias or lack of impartiality; or
- Either Cobalt or the Guild requests a new panel for good cause.

All members of the Legal Review Panel are required to maintain confidentiality regarding the information reviewed and discussed in the proceedings of the Panel. Information from one case shall not be used in the evaluation of any other case. Breaches of confidentiality may result in removal from the Panel or other remedies as appropriate.

Use of the same panel shall not delay the timely review of cases or employees' access to legal support. Each case must be considered solely on its individual merits, with written findings issued to demonstrate that decisions are based only on the facts and circumstances of that case.

The panel will consist of:

- One representative selected by the President;
- One representative selected by the Guild; and
- One neutral third party jointly agreed upon by the President and the Guild. The neutral third party must:
  - Have no current or prior employment or contractual relationship with either Cobalt or the Guild;

- Demonstrate relevant expertise in employment law, labor relations, nonprofit governance, or a related field; and
- Be free from any personal or financial conflict of interest related to the matter under review.

In the event that the parties cannot agree on the selection of a neutral third party within five (5) business days, they shall each provide a list of neutral third parties that will be combined into one list. The parties shall alternately strike names from such a list until one name remains, and the remaining person shall be the neutral third party.

Panelists shall expect to participate on an unpaid, volunteer basis; however, in the rare case that there are costs associated with engaging the neutral third party, those costs will be evaluated between Cobalt and the Guild to determine if and how cost sharing will occur.

Factors used by the Legal Review Panel in their evaluation of the case shall include, but not be limited to, the following:

- Financial capacity of organization
- Evaluation of need for legal representation
- Merit of case
- Alternative means of comprehensive legal representation

The Legal Review Panel will issue a written decision and share it with all relevant parties. This structure is intended to ensure a fair, balanced, and transparent process that protects the interests of both employees and the organization.

## **16.6 Scope of Support**

This article does not create a guarantee or entitlement to legal representation beyond what is outlined in this article. All decisions regarding continued legal support, financial limits, and withdrawal of services shall be made in good faith, with transparency, and with regard to organizational resources and fairness to the affected employee.

## **Article 17 Conflicts of Interest & Outside Business Activities**

Cobalt expects that all employees will prioritize the interests of the organization, its mission, and the communities it serves in the course of their work. While Cobalt recognizes and respects that employees may have professional, financial, or personal interests outside of their employment, including involvement in the broader reproductive rights movement, such activities must not compromise the integrity, performance, or reputation of the organization.

## **17.1 Conflict of Interest**

A conflict of interest exists when an employee's external activities, financial interests, or service obligations reasonably impair their ability to perform their job duties in an impartial, effective, or ethical manner, or when such interests present a reasonable risk of harm to Cobalt's mission or operations.

Examples of potential conflicts include, but are not limited to:

- Competing financial interests that create harm to Cobalt's donor or funding relationships;
- Paid or unpaid roles with organizations whose mission, programs, or donor relationships are in direct conflict with Cobalt's mission or operations;
- Political activity or public office that materially interferes with the employee's job performance or Cobalt's ability to carry out its mission and operations; and
- Use of Cobalt's resources (funds, data, facilities, staff time, technology, or branding) for personal or external benefit without authorization.

Employees are required to disclose potential conflicts of interest in writing to their supervisor or designated compliance officer. Cobalt will review disclosed conflicts and determine whether mitigation measures (e.g., recusal from certain duties, restrictions on external activities, or divestment from conflicting interests) are appropriate. If Cobalt deems mitigation measures must be taken, they will institute the minimum measures required to adequately address the conflict of interest.

For purposes of this Article, "interferes" means any activity that hinders, improperly uses, or undermines Cobalt's mission, programs, donor relationships, data, or other organizational resources.

Nothing in this Article shall be construed to restrict employee rights under the National Labor Relations Act or other applicable law.

## **17.2 Outside Employment & Business**

Cobalt recognizes that employees may engage in outside employment, side businesses, or professional opportunities in addition to their work with the organization. Such activities are permitted provided they:

- Do not create a conflict of interest, as defined in this Article;
- Do not interfere with the employee's ability to perform their duties and responsibilities for Cobalt;

- Are not conducted during Cobalt time, on paid work hours, or while representing Cobalt, unless expressly disclosed and approved in advance and in writing by the employee's supervisor or designated HR representative;
- Do not involve the use of Cobalt resources, including but not limited to funds, facilities, proprietary information, donor or stakeholder data, intellectual property, confidential information, technology, systems, or branding; and
- Do not leverage the employee's position at Cobalt to secure outside opportunities or gain unwarranted advantage.

Employees must disclose all outside employment or business activities that could reasonably present a conflict of interest or otherwise implicate the above criteria. Cobalt leadership will review disclosures based on the criteria above and may impose conditions, require mitigation, or deny or revoke approval where necessary to protect the organization.

Failure to disclose outside employment or violation of these requirements may result in corrective or disciplinary action in conjunction with Article 23.

### **17.3 Disclosure**

Employees are responsible for disclosing any actual or potential conflicts of interest to their supervisor or to Human Resources as soon as they become aware of them. Disclosures will be reviewed collaboratively by Cobalt leadership, the employee, and the Guild—if requested by the employee—to ensure a fair, transparent, and equitable resolution process.

The goal of the review process is to assess whether the outside interest or potential conflict can be mitigated or managed without disciplinary consequences. Employees will not be penalized for outside interests unless there is a direct, substantiated impact on their responsibilities or demonstrable harm to Cobalt. Any discipline shall be in accordance with Article 23.

Cobalt reserves the right to make a final determination, on a case by case basis, that a conflict of interest exists. In cases involving represented employees, the Guild will be notified and given the opportunity to confer prior to the implementation of any final action regarding the conflict of interest.

### **17.4 Failure to Disclose**

Failure to disclose a known conflict of interest, or to comply with these provisions, may result in corrective or disciplinary action, up to and including termination of employment in accordance with Article 23. Each situation will be reviewed on a case-by-case basis, considering the nature and scope of the conflict and any potential impact on the organization.

## **Article 18**

### **Job Descriptions**

Cobalt shall create and maintain clear, written job descriptions for all bargaining unit positions. These descriptions define the responsibilities, scope, required competencies, and level of self-direction for each role. Job descriptions serve as a foundation for recruitment, performance evaluation, compensation, and organizational planning.

#### **18.1 Job Description Review & Audit Process**

Cobalt will review and update job descriptions as needed or when the situation warrants. Situations that may warrant a review include, but are not limited to:

- Significant changes in an employee's assigned responsibilities or reporting structure;
- Organizational restructuring or departmental shifts;
- Implementation of new programs, systems, or technologies that alter core functions;
- or
- A request from an employee or supervisor that identifies a material discrepancy between assigned duties and the existing job description.

Employees who believe their actual job duties have changed materially or substantially may submit a written request for a job description audit to their supervisor and Human Resources. Employees shall be entitled to Guild representation, if requested, during any discussions regarding changes to their job description.

The audit will include:

- A comparison of current duties with the existing job description;
- Input from the employee, their supervisor, and relevant department leadership;
- and • An assessment of whether the changes represent a material or substantial change, defined as:
  - A significant change in more than 25% of core job functions;
  - A change in scope, complexity, decision-making authority, or required skills; or
  - An ongoing assignment of duties that are not temporary or project-based.

The President or designee, in consultation with Human Resources, shall make the final determination on whether a revision is warranted. Approved changes will be documented and shared with the employee and the Guild.

#### **18.2 Job Posting & Hiring Communication**

When a bargaining unit position becomes vacant or is newly created, Cobalt will issue both a job posting and, when appropriate, a job announcement to support transparency, equity, and internal communication.

*18.2.1 Bargaining Unit Notification.* The Guild shall receive advance written notice of any

bargaining unit vacancy or newly created position at least 2 business days prior to public or external distribution of the job posting. This notice will include the intended job title, department, and anticipated posting date.

*18.2.2 Job Posting.* A job posting shall be created for all open bargaining unit positions and shared both internally and externally. Postings shall include essential duties, required qualifications, salary range, application instructions, and a closing date. Postings will remain open for a minimum of 10 business days unless organizational urgency requires otherwise, in which case the Guild will be informed with justification.

Internal and external postings may occur simultaneously, but internal candidates will be encouraged to apply and shall receive priority consideration when qualifications are substantially equal. Upon request, internal candidates who are not selected may request feedback from Human Resources to support future growth.

*18.2.3 Job Announcement.* A job announcement may be issued to inform staff or stakeholders of the creation or fulfillment of a role. Such announcements may highlight the strategic purpose of the role or welcome a new hire to the organization.

### **18.3 Geographic Hiring**

Cobalt will prioritize candidates from within Colorado when qualifications are substantially equal. However, for roles requiring specialized skills or expertise not readily available locally, the organization reserves the right to recruit from a broader geographic area to meet operational needs.

## **Article 19**

### **Probationary Period, Professional Development and Performance Evaluation**

#### **19.1. Duration, Pay, Benefits and Union Eligibility**

New employees shall undergo a probationary period of sixty (60) days. During this period, probationary employees will receive the same pay, benefits, and union eligibility as regular employees. Employees will have access to the grievance procedure for all areas subject to the grievance procedure, excluding the decision to terminate employment.

#### **19.2 Termination Without Cause**

Probationary employees may be discharged without cause.

#### **19.3 Feedback on Performance Concerns**

While the decision to terminate is not subject to the grievance procedure, Cobalt will

make reasonable efforts to provide probationary employees with feedback within 30 days of employment, on performance concerns and communicate identified weaknesses in skills or performance, when feasible and appropriate. However, Cobalt reserves the right to terminate probationary employees without advance notice.

#### **19.4 Professional Development Commitment**

Professional development refers to the ongoing process of acquiring knowledge, skills, and competencies relevant to an employee's job responsibilities and work environment. Cobalt is committed to fostering a motivated and capable workforce by providing access to professional development opportunities. These opportunities will be distributed fairly and in alignment with organizational needs and strategic goals.

#### **19.5 Access to Professional Development Opportunities**

Cobalt will provide each employee with access to up to four (4) approved professional development opportunities annually. These may include conferences, workshops, certifications, courses, webinars, and other relevant training sessions that enhance skills and support professional growth. Requests for professional development opportunities must align with the employee's role and the organization's priorities and are subject to budgetary and operational constraints.

*19.5.1 Approval Process.* Requests must be submitted in writing and will be reviewed promptly. Denials will be communicated in writing within ten (10) business days and will include a brief explanation.

*19.5.2 Compensable Time.* Time spent in professional development activities approved by Cobalt will count as work hours if conducted during normal business hours or explicitly approved for compensation outside of these hours.

*19.5.3 Alignment with Strategic Goals.* Opportunities should enhance the employee's job performance or contribute to the organization's mission and objectives.

#### **19.6 Performance Evaluation**

Cobalt will use clear, evidence-based core competencies and goal-setting practices to define and assess the essential skills, behaviors, values, and outcomes required for success in each role. These competencies and goals reflect the organization's mission and provide a consistent framework for setting expectations, supporting development, and evaluating performance.

The competencies, goals, and any other evaluation standards shall be developed collaboratively between an employee and their supervisor, with consideration towards realistic achievements for employees within each role while also striving for progress that meets Cobalt's organizational goals. If an employee and their supervisor are unable to agree on these standards, a meeting may be convened consisting of the employee, supervisor, Cobalt leadership, and Guild representation to reach a resolution. Development



or revision of these competencies and goals may also be discussed during meetings of the Labor-Management Committee in accordance with Article 6.

During the probationary period, supervisors will provide early feedback using these clearly defined competencies and role-specific goals. This may include informal or formal check-ins to assess employee progress, highlight strengths, and identify areas for improvement. These evaluations support the goal of successful onboarding and informed employment decisions.

Supplemental evaluations may also be conducted during onboarding, role transitions, or other key moments, at the discretion of the supervisor. These check-ins are intended to support communication, clarify expectations, and provide timely guidance on progress toward competencies and goals.

While the decision to terminate a probationary employee remains outside the scope of the grievance procedure as noted in Sections 19.1 through 19.3, the use of consistent and transparent competencies and goals during this period provides a structured approach to feedback and performance assessment.

Following the probationary period, all employees will participate in annual evaluations based on these same core competencies and clearly articulated goals. These evaluations are both reflective and forward-looking—designed to recognize accomplishments, provide constructive feedback, identify development opportunities, and align individual goals with organizational priorities.

Employees may request to discuss the competencies, goals, or other evaluation methods outside of the annual evaluation cycle if they believe, in good faith, that the standards are unachievable. These discussions may include Guild representation, if requested. If an issue is identified, employees and their supervisors shall work together in good faith to reach a resolution. If a resolution is not achieved, a larger meeting will be convened with Cobalt leadership and Guild representation to reach a final agreement.

Cobalt may revise its core competencies, goals, or evaluation methods over time, in accordance with the National Labor Relations Act and other applicable laws, to reflect changes in roles, expectations, or leading practices. Any revisions shall be collaborative between employees and their supervisors. Employees shall be entitled to Guild representation, if requested, during any discussions regarding job performance concerns. Participation in professional development activities may be documented and considered as part of the evaluation process.

## **Article 20**

### **Work Hours & Compensation**

Cobalt is committed to fair and transparent compensation for all employees. All bargaining unit employees—regardless of classification (hourly, salaried, part-time, or intern)—shall be compensated in accordance with this Agreement and applicable law.

#### **20.1 Standard Work Week & Overtime Eligibility**

The standard work week for full-time employees is 40 hours, including a paid lunch period for non-exempt staff. Time spent during paid lunch does not count toward overtime unless explicitly approved by management as work time.

Non-exempt employees are eligible for overtime pay in accordance with the Fair Labor Standards Act (FLSA) and relevant state laws.

#### **20.2 Paid Lunch Period**

Full-time, non-exempt employees shall receive a 45 minute paid lunch period daily. This benefit is provided at the discretion of Cobalt and is not required by law. Employees are expected to be relieved of duties during this period. If an employee is asked or required to work during their lunch period, that time shall be counted as compensable work time with prior approval.

#### **20.3 Overtime & Additional Hours**

Employees may work more than 40 hours per week only with prior management approval, except where overtime is explicitly directed by management.

*20.3.1 Employee-Initiated Overtime.* Employees must receive prior approval to work beyond their standard hours. Without such approval, employees will not be required to complete additional work. Approved overtime may result in compensatory time or paid overtime, as applicable.

*20.3.2 Management-Initiated Overtime.* When management requires overtime, advance notice will be provided when feasible and expectations will be clearly communicated to the affected employees. In cases of personal hardship, management will work with the employee to explore alternatives or accommodations. In cases of extenuating circumstances (e.g., personal obligations or emergencies), management will work with the employee to address these concerns equitably before assigning overtime.

*20.3.3 Overtime Compensation.* Non-exempt employees shall be compensated at a rate of time-and-a-half for all hours worked beyond 40 in a workweek.

Exempt employees may accrue up to 24 hours of compensatory time at a straight-time rate for additional approved hours worked. Use of accrued compensatory time requires management approval and shall not be unreasonably denied. Comp time must be

scheduled and used within a month of initial accrual or the time shall be lost, consistent with applicable law.

## **20.4 Travel Time Compensation**

Cobalt shall compensate employees for time spent in required or approved work-related travel beyond their assigned work location, consistent with this Article and the organization's travel policy. This section pertains exclusively to compensation for travel time. Reimbursement for travel-related expenses such as mileage, lodging, or meals is addressed separately in Article 25 – Expense & Reimbursement.

20.4.1 Routine Commutes. Commutes to and from a Cobalt office for voluntary activities are not considered compensable time unless explicitly approved by management as work time.

20.4.2 Long-Distance Travel for Events. All required or approved travel time is compensable. Travel in one direction shall be capped at 8 hours per day for non-exempt employees, unless same-day participation is necessary.

20.4.3 Advance Notice. Cobalt will provide at least 5 business days' notice for required travel, when feasible.

20.4.4 Last-Minute Travel. In urgent cases (e.g., legislative or advocacy opportunities), management will:

- Consult with the affected employee to identify and address conflicts;
- Ensure full compensation for travel time;
- Attempt to reschedule or reassign work, or otherwise accommodate personal obligations, when feasible.

20.4.5 Travel Frequency. Cobalt will limit long-distance travel to essential events and prioritize remote participation when feasible. The organization will remain sensitive to the geographic limitations of regional staff.

## **20.5 Flexible Work Locations & Scheduling**

Cobalt supports hybrid and remote work models to accommodate employee needs, enhance work-life balance, and support organizational sustainability. Employees may work flexible schedules based on their roles and responsibilities, subject to supervisory approval and operational needs.

20.5.1 Core Business Hours & Availability. To ensure effective collaboration across departments and teams, Cobalt has established core business hours from 10:00 a.m. to 3:00 p.m. Mountain Time, Monday through Friday. Employees are generally expected to be available during this window for meetings, communication, and collaborative work unless otherwise approved by their supervisor.

20.5.2 Flexibility for Regional & Out-of-State Employees. Employees based outside of the Mountain Time zone may request a modified schedule to reflect reasonable

geographic differences. Supervisors will make good faith efforts to accommodate such requests while maintaining team-wide alignment and equitable participation in key workflows.

Employees may structure their remaining work hours flexibly outside of core hours, provided they meet performance expectations, remain accountable for their time, and maintain open communication with their supervisor.

**20.5.3 In-Person Attendance Requirements.** Cobalt reserves the right to require in-person attendance at the office or another designated location when necessary to meet operational needs, in accordance with Section 1.4 – Management Rights. Whenever feasible, employees will be given reasonable advance notice of such requirements.

**20.5.4 Evening & Weekend Work.** From time to time, employees may be required to work evenings or weekends to support critical organizational activities. Management will provide as much advance notice when feasible and will ensure such assignments are distributed equitably across staff, staff will be paid in accordance with article 20.3 Overtime & Additional Hours.

## **20.6 Personal Time During the Workweek**

Cobalt allows employees to step away for up to 2 hours per week during the workday to handle personal matters—such as a quick appointment or family obligation—without using leave, as long as the time is made up within the same workweek and does not interfere with business operations. If the time is not made up, it must be recorded as annual, sick, or other paid leave in line with Article 21 – Paid Time Off.

Advance notice must be provided to a supervisor for all personal time and must be documented, such as by email or calendar.

Exempt employees may flex their time with approval, so long as performance expectations are met. Non-exempt employees must track hours accurately and follow wage and hour rules.

This flexibility is intended for occasional use. Repeated or excessive requests may be reviewed by management and addressed if needed.

## **20.7 Timesheet Submission & Accuracy**

Employees are required to accurately record all hours worked in Cobalt's designated time and attendance system. Timesheets must be submitted by the scheduled due date each month. By submitting a timesheet, the employee affirms the accuracy of the recorded time.

Failure to submit accurate or timely timesheets may result in a delay in pay or disciplinary action in accordance with Article 23 – Discipline & Discharge.

## **Article 21**

### **Paid Time Off**

Cobalt provides all eligible employees with paid time off benefits designed to support their well-being, flexibility, and work-life integration. These benefits include Annual Leave, Sick Leave, and other types of leave that ensure employees can take the time they need for rest, recovery, and life obligations without compromising their job security or income.

#### **21.1 Annual Leave**

Cobalt offers a unified Annual Leave benefit, replacing previously separate vacation and personal time policies. Employees may use Annual Leave for a range of needs, including rest and relaxation, mental health, family responsibilities, religious or cultural observances, or any other personal matter. Employees are not required to disclose the reason for using Annual Leave unless necessary for scheduling or compliance.

21.1.1 Accrual for Full-Time Employees. Annual Leave for full-time employees accrues monthly from the date of hire and is based on the employee's years of service as shown below:

<b>Years of Service</b>	<b>Days/Year</b>	<b>Hours/Year</b>
0 - 3 years	18 days	144 hours
4 - 9 years	23 days	184 hours
10+ years	29 days	232 hours

21.1.2 Accrual for Part-Time Employees. Part-time employees accrue Annual Leave at 75% of the full-time accrual rate, regardless of FTE status. For example, a part-time employee in their first three years of service would accrue 13.5 days (108 hours) annually.

21.1.3 Accrual Cap and Carryover. Employees may accrue Annual Leave up to 1.5 times their annual entitlement. Once this threshold is reached, accrual pauses until leave is used. Accrued Annual Leave carries over from year to year and is not subject to forfeiture.

21.1.4 Payout Upon Separation. All unused Annual Leave will be paid out at the employee's final regular rate of pay upon separation from the organization.

21.1.5 Request & Approval Process. Employees must request Annual Leave in advance, with at least 5 business days' notice for full-day absences when feasible. Supervisors

shall make a good faith effort to approve requested leave, balancing employee preferences with operational requirements. During peak operational periods, such as major events or advocacy deadlines, Cobalt may place temporary limitations on Annual Leave usage with appropriate notice.

## **21.2 Sick Leave**

**21.2.1 Accrual & Usage.** Sick Leave is provided for employee or family illness, medical appointments, caregiving responsibilities, and other reasons permitted by Colorado law (C.R.S. § 8-13.3-404).

- Full-time employees receive 12 days (96 hours) of paid Sick Leave annually.
- Part-time employees receive 83.3% of the full-time benefit, or 10 days (80 hours) per year.

**21.2.2 Use & Documentation.** Employees can use Sick Leave in increments of one hour or more. Cobalt does not require documentation for using Sick Leave, except when needed to meet legal or public health requirements, or to support eligibility for programs like the Family and Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA).

Cobalt uses a trust-based approach to Sick Leave and expects employees to use it responsibly.

**21.2.3 Payout Upon Separation.** Unused Sick Leave is not paid out upon separation.

## **21.3 Other Paid Time Off**

Cobalt offers additional forms of paid time off beyond vacation and sick leave to support employees during significant life events, seasonal observances, and unexpected emergencies. These policies are designed to reflect Cobalt's commitment to equity, empathy, and work-life balance.

This section includes the following types of paid time off:

- **Sabbatical Leave** – Extended time away for long-tenured employees to rest, reflect, or pursue personal or professional growth.
- **Family and Medical Leave** – Support during parental, medical, or caregiving-related absences.
- **Lactation and Nursing Accommodations** – Paid breaks and supportive spaces for nursing parents.
- **Bereavement Leave** – Time to grieve and care for personal matters following the loss of a loved one.
- **Rapid Response Leave** – Time off during natural disasters, public emergencies, or other critical incidents requiring urgent support.
- **Holidays and Cultural Observances** – Recognized national holidays and organizational breaks.

These paid leave options are part of Cobalt's holistic approach to employee well-being, and may be used independently or in combination depending on the circumstances.

#### 21.3.1 Sabbatical Leave

- a. Eligibility. Full-time employees who have worked at Cobalt for six (6) continuous years can request up to six (6) weeks of paid sabbatical leave. This benefit is available once every six years.
- b. Written Request. Employees must request sabbatical leave in writing at least six (6) months before their desired start date.
- c. Responsibility Plan. Employees must submit a plan for how their work will be covered during their sabbatical. This plan is due at least three (3) months before their leave begins.
- d. Scheduling Limitations. No more than one employee may take a sabbatical at the same time unless the President gives approval.
- e. Pay Structure. Employees will receive 100% of their regular salary or wages during sabbatical leave. This helps maintain financial stability for both the employee and the organization.
- f. Combined Time Restriction. Sabbatical leave and vacation leave are separate. Employees cannot combine them to take more than ten (10) weeks off in a 12-month period.
- g. Timing Restrictions. Employees may not take vacation within four (4) weeks before or after their sabbatical leave.
- h. Continued Benefits. Health insurance and retirement benefits will continue during sabbatical leave. Cobalt will pay 100% of insurance premiums.
- i. Accrual Pause. Employees will not earn vacation time while on sabbatical.
- j. Frequency. After an employee's first sabbatical, they may request another every six (6) years.

#### 21.3.2 Family and Medical Leave

- a. Eligibility. Cobalt complies with both the federal Family and Medical Leave Act (FMLA) and the Colorado Family and Medical Leave Insurance (FAMLI) program. This applies to all employees, regardless of workforce size.
- b. Pay Supplement. While an employee is receiving FAMLI benefits, Cobalt will add to those payments so the employee receives at least 80% of their usual pay during the approved leave period.
- c. Intermittent Leave. Employees may take intermittent leave in full-day increments, with advance notice and approval from their supervisor.
- d. Job Protection. Employees who take family or parental leave are guaranteed a return to their same job at the same rate of pay, including any scheduled raises.
- e. Seniority and Benefits. Employees will not lose seniority during family or parental leave. Health insurance and other benefits will remain active during this time.

#### 21.3.3 Lactation and Nursing Accommodations

In accordance with the Federal Fair Labor Standards Act (FLSA) and Colorado Workplace Accommodations for Nursing Mothers Act, Cobalt provides reasonable break time to nursing parents for the purpose of expressing breast milk or nursing their child for as long as the employee continues to express.

Cobalt will provide a private, clean, and sanitary space—other than a bathroom—for the employee to express milk or nurse. This space will be shielded from view, free from

intrusion, and available as needed.

These breaks may run concurrently with other paid or unpaid breaks when possible. Employees are encouraged to speak with their supervisor or Human Resources to coordinate a schedule that works for both their needs and the needs of the organization.

#### **21.3.4 Bereavement Leave**

Cobalt provides paid bereavement leave to support employees after the death of someone with whom they had a close personal relationship.

- Full-time employees may take up to five (5) paid days.
- Part-time employees may take up to three (3) paid days.
- Leave must be used in full-day increments.

Employees may also request up to eight (8) additional days of bereavement leave. Approval for additional leave must come from the President, Human Resources, or their designee, based on the specific circumstances—such as travel needs, family responsibilities, or caregiving for the deceased. These additional days may be taken either all at once or spread out over time. Bereavement leave may be used intermittently for up to six (6) months after the loss. If more time is needed, employees may request to extend their leave through a combination of vacation or unpaid leave, subject to mutual agreement.

#### **21.3.5 Rapid Response Leave**

Rapid Response Leave is a discretionary form of paid or unpaid leave granted in rare, high-impact situations when immediate time away from work is needed to support an employee's well-being or address significant operational disruptions. This leave is designed to provide timely support in circumstances not covered by other leave categories.

Examples of when rapid response leave may apply include:

- Natural disasters (e.g., wildfires, hurricanes, flooding)
  - Political or civil unrest that affects employee safety or travel
  - Widespread public health emergencies not covered under existing sick or family leave policies
  - Community-based crisis events (e.g., mass shootings, neighborhood evacuations)
  - Operational emergencies requiring adjusted staffing or recovery support
- a. *Eligibility.* Rapid Response Leave may be considered for any employee impacted by a qualifying situation. Each request will be reviewed based on the nature and severity of the event, the employee's role, and organizational needs.
- b. *Approval Process.* All requests for Rapid Response Leave must be approved by the President, Human Resources, or their designee, and must include a clear written explanation of the circumstances. The decision to grant the leave is based on urgency, impact, and available resources.



### **21.3.6 Holidays and Cultural Observances**

Cobalt provides paid time off for designated holidays and cultural observances as a way to honor national and cultural milestones, support employee well-being, and encourage rest and reflection. These holidays reflect Cobalt's values of equity, inclusion, and social responsibility, and are intended to create space for employees to spend time with loved ones, participate in meaningful traditions, or simply recharge.

The following paid holidays are observed each year:

- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day and the day after
- Cobalt Winter Break: December 23–January 2

## **Article 22 Workforce Reductions**

If Cobalt determines that a reduction in staffing is necessary, it shall provide written notice to the Guild of the reduction, including the reason for the layoff, the anticipated timeline, and the affected positions, prior to the effective date of the layoffs in accordance with section 22.1. The Guild may request a meeting with Cobalt management to discuss the effects of Cobalt's decision.

### **22.1 Employee Notice**

Cobalt is committed to providing employees and the Guild with advance notice in the event of a layoff. The organization will provide at least 6 weeks written notice whenever practicable. In situations where 6 weeks notice is not practicable due to operational, financial, or strategic needs, a minimum of 4 weeks written notice will be provided.

All layoff notices will include:

- The effective date of the layoff;
- A summary of any available severance benefits; and
- Information about the rehiring process, including whether laid-off employees will be given priority consideration for future openings. Any employee without documented performance issues (e.g. performance improvement plan or in the progressive discipline process) within the last 12 months shall be given said priority consideration within the same department previously assigned.

## **22.2 Rehire List & Recall**

*22.2.1 Rehire List Management.* Employees affected by a layoff will be placed on a rehire list for a period of 6 months following the date of layoff. Placement on the list will be based on seniority within the bargaining unit.

*22.2.2 Recall Procedure.* When a bargaining unit position previously held by a laid-off employee becomes available, the Employer shall notify the most senior qualified employee on the rehire list for that position.

*22.2.3 Response Timeline.* The employee will have 5 business days from the date of first notification to accept the recall offer. If accepted, the employee must be available to return to work within 2 weeks of the acceptance date unless a different timeline is mutually agreed upon.

*22.2.4 Failure to Respond.* Employees who fail to respond within the specified timeframe or who decline the recall offer will be removed from the rehire list.

*22.2.5 Conditions of Rehire.* Employees who are rehired through this process shall be reinstated within their most recent salary band, and shall have their seniority reinstated, minus the amount of time they were laid off.

## **22.3 Severance Pay & Transitional Support**

Upon layoff of an employee, Cobalt will pay the employee the equivalent of four (4) weeks wages plus one (1) week per year of service as a form of severance.

Cobalt may, at its sole discretion, provide additional forms of transitional support—such as extended benefits access or outplacement resources—to employees affected by layoffs. The amount of severance being provided and the availability, terms, and conditions of any additional support will be communicated in writing at the time of layoff and may vary depending on the nature of the separation and the employee's role, tenure, or circumstances. Any severance provided shall be contingent upon the employee's execution of a separation agreement, which may include a release of claims and other standard provisions.

## **22.4 Final Pay & Benefits Continuation**

*22.4.1 Final Paycheck.* Employees affected by a layoff will receive their final paycheck no later than their effective date of separation, in accordance with Colorado wage laws. This payment will include compensation for all hours worked, as well as any accrued and unused annual leave as defined in Article 21 – Paid Time Off.

*22.4.2 Benefits Continuation.* Laid-off employees may be eligible to continue their health and insurance benefits through COBRA. Cobalt will provide written notice outlining available options, timelines for enrollment, and contact information for benefits administration.

## **Article 23**

### **Discipline & Discharge**

Cobalt is committed to fostering a work environment grounded in fairness, accountability, and professionalism. To ensure these values are upheld, the organization maintains standards for employee conduct and performance, as well as procedures for addressing violations or deficiencies. This article outlines the principles of just cause, progressive discipline, employee rights during investigations, and access to personnel records.

#### **23.1 Just Cause**

No non-probationary employee shall be disciplined or discharged without just cause. Cobalt's disciplinary and corrective action process shall be progressive and designed to promote the equitable treatment of all employees. While Cobalt shall apply the level of discipline required to appropriately address an issue, Cobalt reserves the right to accelerate disciplinary steps if deemed appropriate, based on the nature and severity of the issue.

#### **23.2 Immediate Discharge for Serious Misconduct**

Notwithstanding any other provision in this Agreement, Cobalt may discharge an employee without prior discipline for serious misconduct or clear rule violations. Examples include, but are not limited to:

- Gross insubordination
- Job abandonment - defined as 3 or more days of no call-no show without justification.
- Falsifying records or inappropriate access or use of internal records
- Spreading false information with demonstrable intent to harm a co-worker or Cobalt
- Physical violence of any kind
- Inappropriate or excessive use of drugs at work
- Disruptive actions that significantly interfere with Cobalt's financial well-being or ability to carry out normal operations
- Abusive behavior and/or safety violations as outlined in Articles 14 - Anti-Discrimination, Anti-Harassment, and Anti-Bullying, and 15 - Workplace Violence.

#### **23.3 Notice of Performance Deficiencies**

Management shall communicate identified performance deficiencies to the employee as soon as possible. For significant issues requiring corrective action, documentation will be provided as part of ongoing performance feedback.

#### **23.4 Collaborative Problem-Solving**

When employee performance falls below expectations, Cobalt will explore appropriate solutions, including coaching, training or adjusted responsibilities, as circumstances warrant. However, the Employer retains the right to determine the appropriate

corrective response in alignment with its policies and operational needs, subject to the grievance and arbitration process outlined in Article 8.

### **23.5 Access to Personnel Records**

Employees may review the contents of their personnel file up to 2 times per calendar year, upon written request. Copies may be requested. Access **excludes** confidential or privileged materials such as reference checks or internal investigation notes.

### **23.6 Guild Representation in Investigations**

At the employee's request, a Guild representative may be present during any investigatory meeting that may reasonably result in disciplinary action. Such meetings shall be delayed, if needed, for up to 3 business days to allow for representative participation, unless such delay will interfere with the integrity of the investigation.

### **23.7 Advance Notice**

Employees shall be given one (1) business day advance notice of any investigatory or disciplinary meeting that may result in corrective action, up to and including discharge. Notice shall include the general subject matter of the meeting and the employee's right to Guild representation under Section 23.6.

Cobalt may not be able to provide one business day's advance notice in cases involving immediate threats to safety, integrity, or operations, as described in Section 23.2. Where shorter notice is necessary, the Employer shall document the reason and offer to reschedule the meeting within a reasonable timeframe upon the employee's request. This provision is intended to support transparency, ensure due process, and allow employees to meaningfully prepare for discussions that may affect their employment status.

## **Article 24 Expenses & Reimbursement**

Cobalt is committed to equipping employees with the resources needed to perform their roles effectively, including fair reimbursement for eligible expenses incurred during the course of work. The following provisions outline expectations and procedures for reimbursable expenses, business-related purchases, and technology support.

### **24.1 Mileage**

Cobalt shall reimburse employees for the business use of their personally owned motor vehicle, in accordance with applicable law and the standard mileage rate established by the Internal Revenue Service (IRS). Reimbursable mileage includes travel to meetings, conferences, fieldwork assignments, or other authorized work-related activities, when such travel is outside the scope of an employee's routine commuting expectations.

Employees working under Cobalt's standard hybrid model are generally expected to report to a designated office location and are not eligible for reimbursement for routine travel to and from that location.

However, regional employees—defined as those who reside more than 40 miles from the Denver office—may be eligible for mileage reimbursement when required to attend in-person meetings, trainings, or events at the Denver office or another designated site. Such travel must be explicitly required by management and approved in advance to qualify for reimbursement. Voluntary travel or travel undertaken without prior approval is not reimbursable.

To receive reimbursement, employees must submit a mileage report through Cobalt's PEO, in accordance with Cobalt's reimbursement procedures. Mileage reimbursement requests must be submitted within 30 days of the travel date. Requests submitted beyond this timeframe may not be eligible for reimbursement unless justified by extenuating circumstances and approved by management.

## **24.2 Public Transportation**

Employees may use approved public transportation, such as RTD passes or regional transit, when traveling for work-related events. Routine travel to a regularly assigned office is not reimbursable. All travel and transportation expenses must receive advance approval from a supervisor or designated approver. Itemized receipts must be submitted within 14 days of the transaction. Late or incomplete submissions may delay or result in denial of reimbursement.

## **24.3 Non-Travel Expenses**

Employees must obtain advance written approval from their supervisor before incurring any work-related expenses outside of travel. Approved expenses will be reimbursed upon submission of itemized receipts through Cobalt's designated reimbursement system. Reimbursements must be submitted within 30 days of the expense date. Expenses incurred without advance approval or submitted after the deadline may not be eligible for reimbursement unless justified by extenuating circumstances and approved by management.

## **24.4 Business Credit Cards**

Employees in roles that require regular purchasing responsibilities may be issued a Cobalt business credit card. These cards are to be used only for authorized business expenses, in accordance with the organization's credit card policy.

Receipts must be submitted for all charges within 14 days of the transaction. Failure to comply may result in temporary suspension or permanent loss of credit card privileges.

Any personal expenses charged to the business card in error must be reported

immediately and repaid within 2 weeks. Repeated misuse or failure to resolve discrepancies may result in disciplinary action, in accordance with Article 23.

Cardholder status may be periodically reviewed, and Cobalt reserves the right to revoke access at any time based on misuse, changes in role, or operational needs and shall notify the employee.

## **24.5 Technology Stipend**

To support remote and hybrid work, Cobalt provides a monthly technology usage stipend of \$50.00 to offset expenses for personal internet and phone use. Employees issued a Cobalt-provided cell phone will receive a reduced stipend of \$25.00. This stipend replaces the need for individual or itemized reimbursements for technology usage.

All employees who work remotely or in hybrid shall be eligible for the reimbursement. Eligibility for the stipend may be reviewed periodically by management.

Documentation standards and internal procedures to enact the processes described in this article shall be outlined in relevant policies, which shall align to the provisions in this article. Employees are responsible for complying with all applicable policies and deadlines.

## **Article 25 Pay**

Cobalt is committed to maintaining fair, competitive, and transparent compensation practices that reflect employees' contributions, support retention, and align with organizational sustainability. This article memorializes both existing practices and new commitments established through this Agreement. Together, these provisions create a consistent, equitable framework for how compensation is structured, administered, and adjusted for all bargaining unit employees, including salaried, part-time, and those in special assignments.

### **25.1 Direct Compensation**

Cobalt uses salary bands to support consistency and equity in base pay decisions across roles. Salary bands are reviewed annually to reflect organizational capacity, job responsibilities, market benchmarks, internal equity, and applicable labor laws. Salary bands are not intended to adjust yearly.

*25.1.1 Salary Ranges and Market Alignment.* As part of its established practice, Cobalt may conduct an annual market analysis to stay informed of the practices of comparable organizations.

The following tables show the proposed pay progression model for Cobalt for **fiscal years 2025–2028**. At ratification, each employee will be placed in the appropriate pay band based on their years of service and performance. Over the life of the agreement,



<b>Placement at Ratification (2025)</b>	<b>By Years of Service:</b> • < 1 year – \$55,000 • 1 + years – \$56,000 • 2 + years – \$57,000	<b>By Years of Service:</b> • < 1 year – \$61,000 • 1 + years – \$61,750 • 2 + years – \$62,500	<b>By Years of Service:</b> • < 1 year – \$64,000 • 1 + years – \$65,000 • 2 + years – \$66,000
<b>2026 (3% COLA)</b>	3% increase applied to individual annual salaries.	3% increase applied to individual annual salaries.	3% increase applied to individual annual salaries.
<b>2027 (3% COLA)</b>	3% increase applied to individual annual salaries.	3% increase applied to individual annual salaries.	3% increase applied to individual annual salaries.
<b>2028 (3% COLA)</b>	3% increase applied to individual annual salaries.	3% increase applied to individual annual salaries.	3% increase applied to individual annual salaries.
<b>Promotion</b>	Promotion to Band 2 = <b>5% increase</b> or Band 2 minimum (\$61,000), whichever is higher.	Promotion to Band 3 = <b>5% increase</b> or Band 3 minimum (\$64,000), whichever is higher.	<b>Top band (Bargaining Unit)</b> – future increases through reclassification or merit only.

*Note: This pay model fixes salary band maximums at ratification to maintain equity between collective bargaining and non-bargaining positions. Employees receive 3% annual COLAs. Promotions include a flat 5% increase or placement at the new band's minimum, whichever is higher.*

The Employer may give employees merit pay which is tied to the performance evaluation system.

For part-time employees, the minimum wage shall be set at \$27 per hour. Part time employees shall receive an annual cost of living adjustment of 3% on January 1 of every year.

Cobalt staff will be given increases from their current salary level to the appropriate band



based on their current position and time in service. These increases will be implemented within 30 days of the ratification date of this Agreement.

## **25.2 Additional Compensation**

Cobalt provides additional compensation to recognize extra responsibilities, specialized skills, or unique work conditions. This section formalizes existing practices—such as merit-based pay and language differentials—and introduces new commitments, such as premium pay for weekend work.

*25.2.1 Lead Differential.* Cobalt will implement a lead differential for employees who temporarily perform higher-level responsibilities. This differential applies when an employee performs 50% or more of a higher-grade role's duties for more than 15 business days. A pay increase of 5% per grade level will be applied, capped at 10%. The differential and performance of higher-level responsibilities shall be limited to 120 days unless extended by mutual agreement. The pay differential shall be included in overtime calculations for non-exempt staff.

*25.2.2 Language Differential.* For roles where Spanish or another second language is an essential job requirement, an additional \$3,500 will be added to the employee's base salary upon hire, contingent on verified proficiency through standardized testing. For current employees whose roles evolve to require proficiency in a second language, the differential will be added following a formal job reevaluation and confirmation of proficiency. This language differential is incorporated into base pay and is not offered as a lump sum. Differential pay shall be applied retroactively to when the role began to require proficiency in a second language and the staff member was able to be verified in terms of their proficiency.

*25.2.3 Merit-Based Compensation.* This Agreement affirms that all eligible bargaining unit employees will have a consistent opportunity to earn such increases based on documented performance outcomes and available resources. Merit Based Compensation rewards exceptional performance without changing bands or exceeding the fixed maximum. Merit pay would typically equal 1–2% of an employee's base salary.

Merit increases are intended to recognize exceptional performance beyond normal job expectations and provide employees with an additional opportunity for annual pay growth.

**Optional Merit Increase Guidelines, FY 2025-2028**

Element	Guideline
Eligibility	Employees must have completed one full performance cycle.

Amount & Timing	1–2 percent of base salary, granted after annual reviews (separate from COLA).
Cap Rule	Merit cannot raise base pay above the band maximum. If already at max, award a one-time lump-sum payment (non-base-building).
Approval	Supervisor recommendation with HR and leadership approval to ensure equity across departments.

*Note: If implemented, merit pay would be limited to 1–2 percent of the employee's base salary within the band or provided as a one-time lump-sum payment for employees already at the maximum. One-time ratification bonuses are separate.*

If implemented, merit pay would be awarded once per year following performance evaluations. In most cases, the increase would equal 1–2 percent of an employee's base salary.

Employees who have already reached their band maximum could instead receive a one-time lump-sum payment in recognition of performance. This approach allows the organization to reward performance and retention while maintaining the equity and consistency of the fixed band structure.

**25.2.4 Weekend Work and Premium Pay.** This Agreement introduces a new premium pay policy for weekend work to recognize additional scheduling flexibility and operational demands. Weekend shifts will first be offered to a voluntary weekend work pool.

Participants in the weekend work pool may be considered for bonuses or additional PTO after completing at least three months of participation and a minimum of three weekend shifts. Any such bonuses or PTO are discretionary and subject to organizational resources and approval.

Employees will not be required to work more than three consecutive weekends unless they voluntarily opt in. Assigned weekend shifts must be communicated with a minimum of three business days' notice, except in emergency situations.

#### **Classification Rate**

- Salaried Exempt 1 hour of compensatory time per hour worked over 40 (max 8/weekend, 20 cap)
- Salaried Non-Exempt 1.25x regular rate; 1.5x if total weekly hours exceed 40 Part-Time (not scheduled) 1.5x regular rate for additional, approved weekend hour
- Part-Time (scheduled weekends) 1.5x regular rate

Premium applies only to extra, unscheduled weekend work.

*25.2.6 Ratification Bonus.* Upon ratification of this Agreement, Cobalt will issue a one-time bonus to bargaining unit employees. Full-time employees will receive \$1,000 and part-time employees will receive \$500. This bonus is subject to standard tax withholdings, does not set a precedent for future agreements, and applies only to bargaining unit employees. If Cobalt experiences a documented financial hardship, the Employer and the Guild may mutually agree to adjust payment terms, such as delayed disbursement or PTO substitution.

## **Article 26 Health & Wellness**

Cobalt is committed to supporting the well-being and financial security of its employees through comprehensive health and wellness benefits. These benefits are administered in partnership with a Professional Employer Organization (PEO), which provides access to high-quality plans while ensuring legal compliance and administrative efficiency.

### **26.1 Eligibility & Coverage**

All bargaining unit employees working at least 30 hours per week are eligible for health benefits. Coverage for eligible employees begins on the first day of employment. Cobalt pays 100% of the monthly premium for employee-only coverage in the following categories: medical, dental, and vision insurance.

Employees may enroll spouses or dependents at their own expense, with the full cost of dependent premiums paid through payroll deduction.

### **26.2 Plan Administration**

Health and wellness plans—including enrollment, eligibility determinations, claims processing, and benefits support—are managed by the PEO. One representative from the bargaining unit and one representative from the local union shall be included in discussions with the PEO insurance broker, as they occur, concerning at least two renewal options and any changes to the plan(s) for the following year. The attending

representative shall have the opportunity to provide input on behalf of the union. While Cobalt is responsible for final selection and structure of benefit plans, the Guild may provide feedback to ensure employee concerns are considered in the decision-making process. The final structure must support both bargaining unit and non-bargaining unit employees. Any changes to the benefit plans must have coverage comparable to the current plans, if available.

### **26.3 Benefits**

Cobalt provides the following benefits through its PEO:

- Medical, dental, and vision insurance (employee-only coverage fully paid)
- Life and Accidental Death & Dismemberment (AD&D) insurance
- Short-term and long-term disability insurance (60% wage replacement)
- Employee Assistance Program (EAP), free to all employees

*26.3.1 Medical Insurance.* Cobalt provides access to all medical plan options available 50 through the PEO. The full cost of monthly premiums for eligible employees is covered. If premiums increase by more than 10% annually, Cobalt and the Guild will bargain over the benefit structure and changes of coverage.

*26.3.2 Dental Insurance.* Eligible employees may select from all available dental plans through the PEO. Cobalt pays 100% of employee-only premiums. Employees who choose to add dependent coverage are responsible for the full premium cost via payroll deduction.

*26.3.3 Vision Insurance.* Cobalt covers 100% of monthly premiums for eligible employees who enroll in any vision plan option available through the PEO. Dependent coverage may be elected at the employee's expense.

*26.3.4 Life and AD&D Insurance.* Employees are provided life and AD&D coverage through the PEO. Optional supplemental life insurance is available and may be purchased through payroll deductions.

*26.3.5 Disability Insurance.* Short-term and long-term disability benefits are available through the PEO, offering 60% wage replacement for eligible employees in the event of qualifying medical leave.

### **26.4 Plan Continuity & Cost Management**

Cobalt will maintain comparable health and wellness benefits for the life of this agreement, provided it remains financially feasible. If significant cost increases or structural changes are introduced by the PEO, Cobalt will consult with the Guild to bargain over potential adjustments.

## **26.5 Access to Plan Information & Support**

Employees will receive a Summary Plan Description (SPD) for each available plan upon hire and annually thereafter. Cobalt will also provide contact information for plan advisors and access to benefits training, where available.

Employees experiencing issues with benefits—including claims, access, or eligibility—should first contact the PEO's benefits support team. If resolution is not achieved, Cobalt's HR department will assist with further review and follow-up.

## **26.6 Reopener Clause – Changes in Law or Administration**

In the event of major legislative or regulatory changes—or significant PEO modifications—that materially affect the cost, coverage, or administration of benefits, either party may request to reopen this section and engage in bargaining over potential changes in coverage. Examples include:

- Insurance premium increases beyond 10% annually
- Substantive federal or state policy changes
- PEO-driven benefit modifications that impact availability or eligibility

Discussions will be limited to the scope and impact of the change, and shall not be open to any other articles in this Agreement. Any resulting adjustments will be incorporated via a formal amendment process.

## **Article 27 Retirement**

Cobalt is committed to supporting the long-term financial well-being of its employees by offering a tax-advantaged retirement plan. The plan is designed to promote sustained retirement savings while allowing for flexibility in the event of organizational or economic uncertainty.

### **27.1 Plan Structure & Administration**

Cobalt will maintain a retirement plan in the form of a SIMPLE IRA, 401(k), or an equivalent qualified plan that complies with federal tax laws and regulations. Plan administration will be handled through an external financial institution, as determined by Cobalt based on plan availability, cost efficiency, and employee access.

### **27.2 Employer Contributions**

Cobalt will contribute an amount equal to 3% of each eligible employee's gross salary to the retirement plan. Contributions will be made on a per-pay-period basis, subject to plan limits and legal requirements. Employees are not required to make their own contributions to receive the employer match, but may do so voluntarily within plan limits.

### **27.3 Financial Hardship Provisions**

If Cobalt faces a serious financial challenge—such as a major drop in revenue or a sharp increase in costs—that makes it hard to maintain current employer contribution levels, the organization may request a temporary change.

Cobalt will explain the situation in writing to the Guild and ask to meet within 10 business days to discuss the proposed change and explore other options, with the goal of reaching a decision within 20 business days of the notice.

Any change to contributions will be temporary and reviewed every three months. If the organization's financial situation improves, contributions will return to the previous levels. Cobalt will share financial updates at each three-month review.

Both sides must agree in writing to any temporary changes. If no agreement is reached within the 20-day bargaining period, Cobalt may move forward with a short-term change for up to 60 days, as long as conversations and financial transparency continue.

### **27.4 Vesting**

Employees will be 100% vested in both employee and employer contributions from the date of their first plan-eligible contribution. This means employees will have full and immediate ownership of all funds contributed on their behalf, regardless of length of service or employment status.

## **Article 28 Savings Clause**

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. If any provision of this Agreement is found to be unlawful or unenforceable, the Employer and the Union agree to promptly begin negotiations to revise or replace the affected provision.

## **Article 29 Duration**

This Agreement shall become effective on November 7, 2025, and shall remain in effect through March 15, 2028, unless modified, extended, or terminated in accordance with the provisions below.

There shall be no layoffs among the bargaining unit for 90 days following the ratification

of this Agreement.

Either party may initiate negotiations for a successor agreement by providing the other party with written notice of its intent to bargain no earlier than 120 days and no later than 60 days prior to the expiration date of this Agreement. If such notice is provided, the parties shall begin negotiations in a timely manner.

If neither party provides timely notice to initiate negotiations, this Agreement shall automatically expire on the stated expiration date. By mutual written agreement, the parties may extend the Agreement for a defined period, not to exceed six months, to allow additional time for bargaining a successor agreement.

On behalf of the Union:

Sydney Haney

Molly Arndt

Emily Balentine

Isabel Aries

On behalf of the Employer:

Jodi Lundin

Keshia Allen Horner