



## **COLLECTIVE BARGAINING AGREEMENT**

— *by and between* —

The ACLU of Colorado  
(Comprised of the ACLU Foundation of Colorado, Inc. and the  
American Civil Liberties Union of Colorado)

— *and* —

Denver Newspaper Guild  
CWA Local 37074

March 6, 2026 – March 6, 2027

# TABLE OF CONTENTS

PREAMBLE-----	1
ARTICLE 1. UNION -----	1
ARTICLE 2. UNION MEMBERSHIP AND DUES CHECK OFF -----	2
ARTICLE 3. ORGANIZATION STRUCTURE AND INPUT -----	3
ARTICLE 4. UNION BOARD RIGHTS-----	3
ARTICLE 5. LABOR MANAGEMENT COMMITTEE-----	4
ARTICLE 6. UNION BUSINESS-----	5
ARTICLE 7. INFORMATION -----	6
ARTICLE 8. WORKER TYPES AND UNION ELIGIBILITY -----	7
ARTICLE 9. CONTRACTORS AND CONSULTANTS -----	9
ARTICLE 10. HIRING AND JOB EXPANSION -----	10
ARTICLE 11. ORIENTATION -----	12
ARTICLE 12. TECHNOLOGY AND PRIVACY -----	12
ARTICLE 13. HOURS OF WORK AND OVERTIME -----	13
ARTICLE 14. TRAINING AND EDUCATIONAL OPPORTUNITIES-----	16
ARTICLE 15. EQUITY, INCLUSION AND NON-DISCRIMINATION -----	16
ARTICLE 16. SAFETY AND HEALTH -----	19
ARTICLE 17. SALARIES AND PAY -----	19
ARTICLE 18. SENIORITY-----	21
ARTICLE 19. BENEFITS-----	21
ARTICLE 20. JURY DUTY, WITNESS DUTY AND MILITARY DUTY-----	28
ARTICLE 21. PERFORMANCE EVALUATIONS-----	28
ARTICLE 22. PERSONNEL FILES -----	29
ARTICLE 23. LAYOFF, RECALL AND SEVERANCE -----	29
ARTICLE 24. DISCIPLINE AND DISCHARGE -----	31
ARTICLE 25. GRIEVANCE AND ARBITRATION -----	33
ARTICLE 26: SAVINGS CLAUSE -----	36
ARTICLE 27: DUTY OF CONFIDENTIALITY -----	36
ARTICLE 28: VOLUNTARY RESIGNATION -----	37
ARTICLE 29. NO STRIKE – NO LOCKOUT-----	37
ARTICLE 30: MANAGEMENT RIGHTS -----	37
ARTICLE 31. SCOPE OF AGREEMENT -----	38
ARTICLE 32. TERM OF AGREEMENT -----	39
APPENDIX A-----	41

## **PREAMBLE**

This Collective Bargaining Agreement (the “Agreement”) is made and entered into effect March 6, 2026, by and between the ACLU of Colorado, herein referred to as “Employer” or “ACLU CO” and comprising both the American Civil Liberties Union of Colorado and the ACLU Foundation of Colorado, Inc. and the Denver Newspaper Guild – CWA Local 37074 of The NewsGuild, Communications Workers of America, AFL-CIO-CLC hereinafter referred to as the “Union” or “Guild.”

**WHEREAS** the Employer recognizes the Union aforesaid as the only Union representing Employees covered by this Agreement; and

**WHEREAS** the Employer and the Union recognize their shared mission to protect and further civil rights and civil liberties, and the Union and the Employer are committed to furthering and supporting that mission.

The Parties hereto, desiring to establish harmonious labor-management relations and to clearly define obligations, do hereby agree as follows:

## **ARTICLE 1. UNION**

### Section 1. Recognition

In accordance with the voluntary recognition agreement, the ACLU of Colorado, herein referred to as “the Employer” or “ACLU CO,” recognizes the Denver Newspaper Guild – CWA Local 37074 of The NewsGuild, Communications Workers of America, AFL-CIO-CLC, herein referred to as “Union” or “Guild,” as the sole and exclusive bargaining representative for Bargaining Unit Employees, herein referred to as the “Bargaining Unit,” for the purpose of collective bargaining.

The Bargaining Unit includes all regular full-time and regular part-time Employees, excluding supervisory, managerial, confidential, and guard employees as defined by the National Labor Relations Act (the “Act”). Interns, Fellows whose prespecified term of agreement is two (2) years or less, grant-funded positions employed for two (2) years or less, temporary employees employed for one (1) year or less, Consultants, and Contractors are excluded from the Bargaining Unit. Positions included in the Bargaining Unit at the time of ratification of this Agreement, whether filled or not, are those classifications listed in Appendix A.

### Section 2. Definitions

As used in this Agreement, the terms “ACLU of Colorado,” “ACLU CO,” “Employer,” or “Organization” refer to the Employer. The terms “Employee” and “Employees” shall refer only to individuals included within the “Bargaining Unit” as defined in this Article.

### Section 3. Union Jurisdiction

The Union's jurisdiction is recognized as covering Employees of the Employer as provided in Section 1 above. The Union's jurisdiction includes the kind of work normally and presently performed, such work as has been performed in the past by Bargaining Unit Employees, and any new or additional work assigned to be performed by Bargaining Unit Employees.

### Section 4. Notices to Bargaining Unit

Communications to the Bargaining Unit shall be posted on the Union bulletin board and delivered via email to members of the Bargaining Unit.

### Section 5. Transparency of Bargaining

Bargaining Unit Employees shall be permitted to observe all bargaining sessions. No audio or visual recording shall be permitted without mutual agreement of the Parties.

## **ARTICLE 2. UNION MEMBERSHIP AND DUES CHECK OFF**

### Section 1. Union Membership

In accordance with applicable law, no sooner than thirty (30) days after implementation of this Agreement or date of hire, current Employees and each new Employee hired into a position covered by this Agreement has the right to decide whether they become dues paying members under this Agreement. Upon receipt of a "Check-Off Authorization Card" ("dues deduction authorization card") from an Employee, the Employer shall deduct from the wages of such Employee's regular monthly dues in the amount certified by the Union. Those Employees who do not wish to be members of the Union shall tender a service fee in lieu of membership dues. The Union shall determine membership dues and service fees. The obligation of "membership" in the Union, for the purpose of the Agreement, shall mean the payment or tender of periodic dues and initiation fees or service fees uniformly required by the Union. The provisions of this Article (including any reference to Union membership) shall be interpreted, implemented, and administered in accordance and consistent with applicable provisions of federal, state, and local laws.

### Section 2. Union Dues

Beginning with the first full pay period following the receipt of a Bargaining Unit Employee's Check-Off Authorization Card, and so long as that assignment remains effective under its terms and applicable laws, the ACLU CO shall deduct Union membership dues or service fees from each paycheck of all Bargaining Unit members who have submitted a signed dues or service fee deductions from the Employees pay, upon receipt of a written authorization card form signed by the Employee and delivered by the Union to the Employer.

The Employer also agrees to electronically remit the amount so deducted to the designated representative of the Union, not later than the 10<sup>th</sup> business day of the month after dues/fees have been withheld and payroll has been processed. Employer shall be relieved from making such "check-off" deductions upon: (1) termination of employment, (2) transfer out of the Bargaining

Unit, (3) layoff from work, or (4) if the Union or Employee submits a letter to Human Resources requesting the Employee's dues be stopped. If the Employee wishes to resume their dues, the Union will submit another dues deduction authorization card. Upon the Employer's request, the Union shall provide the Employer with a certification of the amount of its dues and initiation fee and service fee. Changes in Union dues may take effect no sooner than two (2) weeks after the Union provides written notice to ACLU CO.

### Section 3: Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits (including attorney's fees), unfair labor practices or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purposes of complying with this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **ARTICLE 3. ORGANIZATION STRUCTURE AND INPUT**

### Section 1. Dialogue

The Employer also supports an atmosphere of free speech and open dialogue within the organization in accordance with state and federal law, including the Employees' right to open debate without retaliation for their views. ACLU CO priorities shall center the voices, values, and leadership of the communities the organization serves and Employees. The Employer recognizes that staff are critical to the direction of the organization and shall continue to involve staff as a part of strategic planning discussions.

### Section 2. Financial Transparency

A copy of the final adopted organizational budget shall be made available to all Employees and within thirty (30) calendar days of adoption. The Employer shall publish the organizational budget and quarterly budget to actuals. Any publication of organizational budget and quarterly budget to actuals under this Article will be maintained on SharePoint up to three years. Within the first thirty (30) workdays of each fiscal quarter, the Employer will review the above documents in an all-staff meeting and provide sufficient time for staff to participate in relevant discussions.

## **ARTICLE 4. UNION BOARD RIGHTS**

### Section 1. Union Presence at Board Meetings

Any Employee(s) within the Bargaining Unit may attend Board meetings as a representative of the Union. Employees are permitted to attend meetings, in an observational capacity, unless the meeting is a Closed Meeting pursuant to Section 2 of this Article. Anyone wishing to record the proceedings electronically must notify the Chair who will notify the body.

### Section 2. Closed Meetings

The Union recognizes the Board may occasionally need to discuss confidential or sensitive information. In these cases, the Board may hold a closed meeting (“executive session”) that does not include Bargaining Unit members.

## **ARTICLE 5. LABOR MANAGEMENT COMMITTEE**

### Section 1. Committee Purpose

The Employer and the Union agree to maintain a Labor Management Committee (“LMC”). The purposes of the LMC are as follows: to promote communications, problem-solving, and diversity; to develop a more effective, transparent, and collaborative organization; to make an initial attempt to resolve disputes as they arise; to discuss contract issues involving the Collective Bargaining Agreement; and to discuss other issues of concern.

The LMC shall be an advisory body only and shall not serve as a substitute for collective bargaining, the grievance process, or other procedures defined in this Agreement. The LMC is not empowered to change the language of the Collective Bargaining Agreement.

The LMC is empowered to discuss subjects outside of the Agreement. If the Employer is intent on changing a personnel policy not covered by this Agreement, it shall first raise it with the LMC and will allow the LMC to provide feedback to the Employer before any such policy is implemented. Any changes to personnel policies not covered by the Agreement will be discussed by the LMC. The LMC will ensure the Employer receives timely input and feedback from the Bargaining Unit when deciding how to implement personnel policies.

### Section 2. Specific Activities

The LMC shall be empowered to carry out any other relevant activities explicitly assigned to the LMC within this contract as stated in this contract.

- Request and receive lists of contractors and the total value of their contracts, subject to the limitations in Article 9
- Request and receive information related to the creation of new positions within the affiliate, as outlined in Article 10
- Create list of recommended Equity, Diversity, Inclusion, and Belonging (EDIB) materials for existing and onboarding staff, as outlined in Article 11
- Recommend the annual cadence for staff and management trainings as outlined in Article 14
- Consult with management on alternative evaluation methodologies, as outlined in Article 21
- Review any grievance of the Union concerning a non-disciplinary issue, as set forth in Article 25
- Provide feedback on the performance evaluation rubric used by all staff to conduct annual reviews

- Provide a formal recommendation to the Executive Director regarding summer office hours

### Section 3. Membership

The LMC shall be comprised of two (2) Bargaining Unit members and two (2) members of management appointed annually by the Employer. Alternates may be substituted to attend meetings, as needed by the Employer or the Union, at a reasonable frequency. Good faith efforts shall be made to ensure the attendance of the staff who have been appointed to the LMC. If staffing, medical, or personal needs require that a member of the LMC step down from their role, the Employer or Union, respectively, may appoint another individual for the remainder of the annual term.

### Section 4. Meetings

The LMC shall meet at least quarterly, but the Parties may mutually agree to meet more or less frequently. Both Parties agree to make themselves available in a reasonable manner for any additional meetings as the need may arise.

### Section 5. Responsibilities of Chair

The Chair of the LMC shall rotate between the Bargaining Unit members and management annually. The Chair is responsible for ensuring that meetings are scheduled, confirmed, and take place.

Agenda items may be submitted by either Party and both Parties agree to submit initial agenda items at least three (3) business days in advance of the scheduled meeting date. The Chair is responsible for collecting agenda items for each meeting and delivering the agenda to all committee members at least one (1) working day before the meeting. The LMC is empowered to alter the above deadlines by unanimous vote of the committee members.

If the Chair of the LMC fails to perform the above duties on three occasions, the Chair position shall rotate upon written notice from the LMC members. The LMC members may agree to extend the term of the current Chair notwithstanding those failures upon a showing of good cause and unanimous vote of the committee members.

### Section 6. Confidentiality

Topics discussed at an LMC meeting are considered confidential and will not be shared outside the affiliate.

## **ARTICLE 6. UNION BUSINESS**

### Section 1. Representatives at the Workplace

The Union has the right to contact Employees at work regarding matters concerning this Agreement at any reasonable time. Authorized representatives of the Union are permitted at all reasonable times to enter the facilities. Authorized representatives of the Union are permitted to

access designated SharePoint sites, or their replacements, operated by ACLU CO to conduct Union business and represent Employees. All non-employees shall sign the Security Agreement, which is subject to amendment from time to time.

### Section 2. Union Representation

Bargaining Unit Employees may act as Union representatives on paid time. Union representatives shall be allowed a reasonable duration, during their normal working hours, to investigate, process, and present grievances so long as it does not conflict with the scheduling needs of the Employer. Union representatives will be paid at their regular rate of pay for all Union work during business hours.

### Section 3. Meetings

The Union may hold meetings of reasonable duration during ACLU CO work hours. The Union can hold additional meetings, of reasonable frequency and duration, before and during contract negotiations. The Union is permitted to meet in the ACLU CO's office.

### Section 4. Labor Conferences and Trainings

Each calendar year, a specified number of Bargaining Unit Employees may attend one labor conference, convention, or multi-day Union training with full pay. This number will be determined by DNG. Provided, however, if the number unduly impacts Employer operations, the Union and Employer will bargain over the number of attendees.

### Section 5. Orientation

For Bargaining Unit Employees, the Employer will allow up to ninety (90) minutes, intermittently or consecutively, of paid time for Union orientation. Union orientation will be during normal work hours and outside the presence of management and shall be completed within two (2) weeks of the new Employee's start date.

### Section 6. Union Bulletin Board and Digital Space

The Employer will provide bulletin board space for a Union bulletin board in any physical facility owned, leased and/or operated by the Employer. The Employer may notify the Union of any materials which may create liability for the organization. The Employer will provide digital space to house Union materials on ACLU CO designated SharePoint site, or its replacement. The Employer permits the Union to include information regarding ACLU CO Workers United on the organization's "About Us" page on the website, pending Employer approval.

## **ARTICLE 7. INFORMATION**

### Section 1. Bargaining Unit Information

Upon request by the Union, the Employer shall supply the Union with a list containing the following information for all Bargaining Unit Employees:

- A. Name, contact information, and year of birth (if consented to be shared by the Employee)
- B. Date of hiring

- C. Job title
- D. Wage, including any commission or bonus arrangements, or other forms of compensation, and including the average hours worked weekly for part-time Employees.

The Union agrees that it will use the information only for Union business and will use reasonable good faith efforts to protect Employee privacy.

Section 2. Notification of Changes

The Employer shall supply the Union within thirty (30) calendar days in writing of the following information for all Bargaining Unit Employees:

- A. All merit increases granted by name of the Employee, individual amount, resulting new wage, and effective date.
- B. Step-up increases paid by name of the Employee, individual amount, resulting new wage, and effective date.
- C. Changes in classification, any wage changes by reason thereof, and effective date.
- D. Resignations, retirements, deaths, any other revisions in the data listed in Section 1, and effective dates.

Section 3. Notification of Hiring

Within one (1) week after the hiring of a Union-eligible Employee, the Employer shall furnish the Union in writing the data specified in Section 1.

**ARTICLE 8. WORKER TYPES AND UNION ELIGIBILITY**

Section 1. Employee Classifications

Employees of the Employer are classified as either exempt or nonexempt under federal and state wage and hour laws. These classifications do not determine eligibility for participation in the Employer's group health plan. Eligibility for participation in the Employer's group health plan is governed by the terms of the Plan documents as well as this Agreement and applicable law.

- A. Exempt Employees: Exempt Employees are Employees whose job assignments and salary meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and/or overtime pay requirements.
- B. Nonexempt Employees: Nonexempt Employees are Employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and/or overtime pay requirements. Nonexempt Employees shall be paid time and one-half of their regular rate of pay for any work in excess of: (1) forty (40) hours per workweek; (2) twelve (12) hours per workday, or (3) twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages.

Section 2. Regular Employees

All “regular” full-time Employees are included in the Bargaining Unit excluding supervisory, managerial, confidential, and guard employees as defined by the National Labor Relations Act and are eligible for all Employer-sponsored benefits subject to the terms and conditions of any Plan documents. Except as otherwise provided in this Agreement, full-time Employees are those normally scheduled to work forty (40) hours or more per week. A regular Employee is anyone hired without a term limit.

Part-time regular Employees — Employees who are not regularly scheduled to work thirty (30) or more hours per week and are hired without a term limit — are included in the Bargaining Unit excluding supervisory, managerial, confidential, and guard employees as defined by the National Labor Relations Act and are eligible for health, vision, dental, life, long term disability, accidental death and dismemberment benefits, subject to the terms and conditions of any Plan documents.

### Section 3. Temporary Employees

- A. Classification: The Employer is permitted to hire temporary employees to assist with short-term workload demands, special projects, important cases, impending deadlines, cover leaves of absence, and temporarily fill a vacancy while seeking a regular replacement. Temporary employees are employees hired with the understanding that their employment is to terminate at the end of a prespecified, limited term of employment. Temporary employees do not include Interns, Fellows, or grant-funded positions, which are addressed in Section 4 and Section 5, respectively below.
- B. Union Eligibility: Temporary employees whose prespecified term of employment is one (1) year or less are not Bargaining Unit Employees and have no recourse to the grievance and arbitration procedures of this Agreement. Temporary Employees whose prespecified term of employment is more than one (1) year are included in the Bargaining Unit and are covered by this Agreement.

If a temporary employee whose prespecified term of employment was one (1) year or less is retained by ACLU CO beyond the one (1) continuous-year term, the temporary employee will no longer be considered a temporary employee and will be included in the Bargaining Unit. If a temporary employee is reengaged within thirty (30) calendar days of their previous engagement, this paragraph still applies.

- C. Scope of Work: Temporary employees may perform work normally performed by members of the Bargaining Unit as long as it does not cause the displacement, termination, layoff of a Bargaining Unit Employee, or elimination of a Bargaining Unit position.

### Section 4. Interns

The Employer is permitted to engage interns in the form of paid and unpaid internships including those who receive educational credit. Interns are not included in the Bargaining Unit and have no

recourse to the grievance and arbitration procedures of this Agreement. Interns may not be used by the Employer to cause the termination or layoff of Bargaining Unit Employees.

#### Section 5. Fellows and Grant-Funded Positions

The Employer is also permitted to engage Fellows and grant-funded positions within all departments. Fellows and grant-funded positions are employed by ACLU CO with possible funding source(s) external to ACLU CO, or who receive educational credit for their service at ACLU CO. The funding source, in whole or in part, funds that employee's wages and may attach other employment conditions to the engagement.

Fellows and positions funded by grants external to ACLU CO and whose prespecified term of employment is two (2) years or less are not Bargaining Unit Employees and notwithstanding any other provision of the Agreement their employment terminates at the scheduled end of their term or fellowship and have no recourse to the grievance and arbitration procedures of this Agreement. After a Fellow, or grant-funded position completes two (2) years of continuous employment, in the event ACLU CO elects to retain them, they will be Bargaining Unit Employees.

#### Section 6. Volunteers

The Employer may engage volunteers from time to time. Volunteers shall not lead to the displacement, termination, or layoff of a Bargaining Unit Employee or interfere with Bargaining Unit recall rights.

#### Section 7. Contractors and Consultants.

A "contractor" or "consultant" for purposes of this Agreement is defined in Article 9 as workers retained through a staffing agency or are third-party entities independently contracted, with whom the Employer enters into a contract for services for a specified period. A "consultant" for purposes of this Agreement is defined in Article 9 as paid independent contractors who are retained for their expertise on a topic. Contractors historically retained by ACLU CO, including by example, copy editor, photographer, designer, lobbyist, and grant writer.

Contractors and consultants are not employees of the ACLU CO and are not included in the Bargaining Unit. The engagement of contractors or consultants shall not lead to the displacement, termination, or layoff of a Bargaining Unit Employee or Bargaining Unit recall rights.

### **ARTICLE 9. CONTRACTORS AND CONSULTANTS**

#### Section 1. Definition of Contractor and Consultant

Contractors are workers retained through a staffing agency or are third-party entities independently contracted, with whom the Employer enters into a contract for services for a specified period. Consultants are paid independent contractors who are retained for their expertise on a topic.

### Section 2. Scope of Work

Work will not be contracted out if it shall cause, directly or indirectly, the layoff, reduction in work, or reduction in wages of any Bargaining Unit Employee.

### Section 3.

The Employer will share with the Union at least annually, and upon reasonable request by the Union, through the Labor Management Committee (LMC) (as defined in Article 5), all contractors and consultants with whom ACLU CO has entered into a contract with for services in the prior year and, for those contractors and consultants the total contract value. It is agreed that the Employer is not required to share the information subject to this Section 3 for any contractor or consultant that was hired on a confidential basis and who was involved with confidential information. The LMC will provide any feedback about Employees' experiences with contractors.

## **ARTICLE 10. HIRING AND JOB EXPANSION**

### Section 1. Hiring Process

ACLU CO will, as appropriate in its sole discretion, consider the input of a member of the Bargaining Unit in the affected department or team in the process of hiring a new Employee. Such participation shall not interfere with the Employer's sole right to select the candidate to be hired.

### Section 2. Hiring for Vacant Positions and Position Creation

The Employer shall have the right to create new jobs and determine whether or not such new jobs are included in the Bargaining Unit. The Employer shall have the right to hire for positions that have been vacated. In all cases, the Employer will post vacated and new positions internally. The Employer shall have the right to determine hiring salaries or hiring wage rates for incoming Employees.

If the Employer is creating a new Bargaining Unit position that did not previously exist, the Employer will notify the Union with the proposed job description, salary range, and Union classification to the Union at least five (5) workdays prior to posting the job announcement. In the event the Union objects to the exclusion of a new job from the Bargaining Unit, it may submit the issue of such exclusion to the procedures of Article 25 (Grievance and Arbitration) of this Agreement. The Employer agrees to receive input from the LMC on the hiring wage range of the new Bargaining Unit position that did not previously exist provided that it does not delay announcement of the position beyond the five (5) workday period cited above. The Employer retains its right to set such wage range.

The Employer shall not create new job titles or create new non-Bargaining Unit positions for the purpose of eroding the Bargaining Unit.

### Section 3. Internal Hiring Practices

The Employer will post all notices of vacant or newly created positions internally at least five (5) consecutive workdays before it posts and advertises the position externally. Postings for open positions shall comply with job posting requirements under law. Any Employee within the Bargaining Unit may apply for the posted position.

The Employer shall provide qualified Employees an opportunity for a first-round interview if, in the sole judgement of the Employer, the internal applicant's overall qualifications are equal to or better than outside applicants. Internal candidates may apply to vacancies upon successful completion of their probationary period.

When making a final hiring decision, the Employer may consider in the hiring decision such factors such as: seniority, education, relevant experience, relevant multilingual abilities, career pursuits, commitment to an equitable workplace, and other relevant job-related skills. All management decisions relating to promotions, transfers, and filling vacancies will be made in good faith and in the best interests of the ACLU of Colorado by the Employer.

### Section 4. Equity, Diversity, Inclusion, and Belonging

The ACLU is committed to hiring practices as described in Article 15. On an annual basis, the Labor Management Committee will meet to discuss the ACLU's efforts towards EDIB in recruiting, hiring and retention; The Union may make recommendations at Labor Management Committee meetings regarding best practices to support diversity in hiring and retention.

### Section 5. Onboarding

The ACLU is committed to onboarding practices that are consistent with practices in Article 6 and Article 7.

### Section 6. Expansion of Job Role and Responsibility

If the Employer seeks to expand the role or responsibility of a Bargaining Unit position beyond the scope of an Employee's job description and it is expected that those duties will continue more than thirty (30) business days, the Employer will notify the Union and provide a copy of a proposed job title and job description at least ten (10) workdays before the position is expanded or as soon as practicable if the expansion of the role is due to unforeseen circumstances. If the expansion will take the position out of the Bargaining Unit, then notice shall be provided at least thirty (30) calendar days before the position is expanded.

If an Employee believes the role and responsibility of their position has been expanded and is likely to remain expanded for more than thirty (30) calendar days, the Employee or the Union may request a review of the role, appropriate compensation, and expanded job description from the Employer. If the Employee, Union, and the Employer are unable to reach agreement on the matter, it may be referred to the Grievance and Arbitration procedures.

## **ARTICLE 11. ORIENTATION**

All new hire Employees are probationary Employees for the first ninety (90) days. During the orientation period, Employees will receive an Orientation to the Employer's policies, practices, and business. An Employee's date of hire shall be the Employee's first day of work. During the Orientation Period, an Employee may be terminated at any time and for any reason without recourse to the grievance and arbitration procedures in this Agreement.

In support of the Employee's successful completion of the Orientation Period, an Employee who has been employed for forty-five (45) days may, at their discretion, request a forty-five (45) day review with their supervisor, to review the initial forty-five (45) day period and both receive and provide constructive feedback. Upon the completion of the orientation period, the Employee shall automatically become a regular Employee. Employee will be asked to consent to the disclosure of their private information to the Union as provided in Article 7. If the Employee requested a forty-five (45) day review, and one was not provided, the orientation period may not be extended. If an Employee does not actually work for a consecutive period of one (1) month or more, the orientation period shall be extended by the amount of time the Employee was absent from work.

The Employer, by mutual agreement with the Union, may extend the Orientation Period up to an additional forty-five (45) days due to unsatisfactory job performance without recourse to the Grievance and Arbitration procedures of this Agreement. The Employer will notify the Employee and the Union in writing of the Employer's intent to extend the Employee's orientation period.

During the Orientation Period, Employees shall be provided by the Employer, among other things, a description of the resources that are available to accomplish the Employee's job duties; Equity, Diversity, Inclusion, and Belonging (EDIB) materials recommended by the Labor Management Committee (LMC); an overview of the ACLU CO history, mission, vision, and strategic framework; ACLU National collaboration and structure; an affiliate-level organizational chart; a copy of affiliate bylaws and an explanation of the Board of Director's role in governance; resources for well-being and mental health services when engaging in trauma-facing work; a copy of this Agreement, ACLU CO policies and procedures and information on all ACLU benefits; and a Union orientation packet, to be written by the Union and presented to the new Employee by a member of the Bargaining Unit selected by the Union.

## **ARTICLE 12. TECHNOLOGY AND PRIVACY**

### **Section 1. Technological Change**

If the Employer wishes to implement new technology or automated office equipment that may displace Employees in the Bargaining Unit, it shall first notify the Union. At the Union's request, the Employer shall negotiate the decision and the effects of such change before implementation.

### Section 2. Workplace Monitoring

Any workplace monitoring of an Employer-owned device shall be narrowly tailored in time, place, manner to minimize intrusions on privacy, and in compliance with the Colorado Rules of Professional Conduct and any relevant statutory scheme that governs the obligations of attorneys barred in Colorado.

Except as provided in Section 3, the Employer may monitor Employee activity only for legitimate and substantial business reasons (e.g., safety, efficiency, and job evaluations) and only if the ACLU CO informs all subjected Employees of the fact and methods of monitoring.

### Section 3. Investigatory Monitoring

When the ACLU CO has substantial evidence that misconduct is occurring that is causing or threatening to cause substantial harm to the ACLU CO, its Employees, or others, and monitoring can reasonably be expected to produce evidence identifying those responsible, the Employer may conduct monitoring without providing notice.

### Section 4. Personal Use of Equipment

The ACLU of Colorado acknowledges that from time to time Employees will use their Employer-owned devices to conduct personal matters. Drafting non-work-related materials on Employer-owned devices for non-work-related purposes does not transfer ownership to the ACLU of Colorado. The Employer will not access personal materials clearly labeled as such on Employer-owned devices except in accordance with the provisions of this Article.

## **ARTICLE 13. HOURS OF WORK AND OVERTIME**

### Section 1. Hours of Work

- A. ACLU CO's regular workweek begins on Sunday at 12:00 AM MT and ends on Saturday at 11:59 PM MT. Both Parties recognize that the nature of work at ACLU CO may require irregular hours, including weekend and evening work.
- B. Full-time Employees (exempt and non-exempt) work at least forty (40) hours per week on a regular basis, inclusive of a paid thirty (30)-minute lunch break each day. Non-exempt Employees will receive any additional legally required breaks during their work period.
- C. Normal office hours are from 9:00 AM MT to 5:00 PM MT Monday through Friday.
- D. Non-exempt Employees are generally not expected to regularly check their emails, chats, texts, or phones during off-hours except upon notice from their supervisor that the volume or nature of the work so requires. Any non-exempt Employee who regularly experiences a demand to respond to off-hour communications is encouraged to raise it

directly with their supervisor or HR.

Attorneys are exempt Employees who are licensed to practice law. Attorneys working for ACLU CO must be licensed to practice in the State of Colorado and are subject to the Colorado Rules of Professional Conduct. While Attorneys and their supervisor can work together to normalize Attorney workloads so that they are regularly working closer to forty (40) hours in a workweek, Attorneys must meet their obligations under the Colorado Rules of Professional Conduct, which may require more work hours, and unusual work hours compared to other exempt Employees. The obligation of Attorneys to meet their requirements under the Colorado Rules of Professional Conduct and their obligations to the courts and their clients supersede all aspects of this Agreement, including, but not limited to hours of work.

### Section 2. Hybrid Work and Flexible Schedules

- A. The Employer maintains a hybrid work policy, allowing both virtual and in-office work. Employees shall work with their supervisor to determine an appropriate in-person schedule and hours of work based on their individual roles, responsibilities, and any accommodations. Subject to office availability and other factors, Employees are expected to conduct work in an in-person capacity — inclusive of work in the office or in the field — roughly two (2) or more days a week or eight (8) or more days per month.
- B. Employees may request flexible schedules that vary from normal business hours and hybrid policies. The Employee's supervisor will evaluate and respond to requests for flexible work schedules, based upon the current operational needs of the ACLU CO. A copy of the written approval of an alternate work schedule shall be provided to Human Resources and shall be included in the Employee's personnel file. ACLU CO reserves the right to modify or discontinue such arrangements after providing thirty (30) days' notice to the applicable Employee and the Union Representative. ACLU CO decisions relating to the modification or discontinuance of flexible work schedules or hybrid work arrangements are not subject to the Grievance and Arbitration provisions of this Agreement and are within its Management Rights.
- C. Employees remain subject to all personnel policies, job responsibilities, and normal expectations of responsiveness and productivity while working remotely. The Employer reserves the right to require that Employees be present in office for staff meetings, one-on-one check-ins with a supervisor, in-person collaborations, or other tasks that cannot be performed remotely.
- D. There are instances when an Employee will be unavoidably late or absent because of a compelling emergency, illness, injury, or other extraordinary circumstances. When an Employee is unable to report to work as scheduled, the Employee shall notify their supervisor in a timely manner. Repeated unexcused tardiness or absenteeism will be subject to disciplinary action, following the Discipline provisions of this Agreement.

### Section 3. Overtime Pay

Non-exempt Employees may be required to work reasonable amounts of overtime. Employees who are classified as non-exempt Employees shall be eligible to receive time and one-half overtime pay for hours worked beyond forty (40) hours in a pay week or twelve (12) hours in a workday. Prior approval of a supervisor is required before any non-exempt Employee works overtime.

### Section 4. Exemptions to Overtime Pay

Employees who are overtime-exempt salaried Employees based on the criteria of the FLSA and State law shall not be eligible for overtime pay.

### Section 5. Flexible Time Off

The ACLU CO recognizes the importance of maintaining an appropriate work-life balance. Exempt Employees shall work as necessary to fulfill their responsibilities. However, nothing in this Agreement shall preclude a manager from granting reasonable additional flexible time off to an exempt Employee when they have been required to work excessive hours during a weekend, holiday, or outside of regular business hours. When requesting reasonable flexible time off, Employees shall make every effort to schedule it promptly after extended periods of working excessive hours. Flexible time is not accrued wages or compensation under the law and shall not be paid out at separation.

Accordingly, an Employee's supervisor will grant Flexible Time Off (FTO) to exempt Employees following such a period under the following circumstances:

- A. The exempt Employee submits written communication to their supervisor regarding a period involving excessive work hours providing details about the scope of the work performed and hours worked.
- B. Upon submission of communication in Section 5 (A), the supervisor will review the circumstances that led to the excessive work hours and grant FTO in an amount that recognizes the Employee's excessive work in balance with the needs of the organization and the Employee's job responsibilities.

Monetary compensation may not be substituted for taking time off. No monetary compensation for FTO not taken is due at the end of employment. Employees must take FTO within seventy-five (75) days of it being approved. However, where an Employee has consecutive assignments or long-term projects which, in the view of the ACLU CO and the Employee, prohibit the Employee from utilizing their FTO within the specified limits, such limits shall be extended by the Employee's supervisor. FTO shall be taken with appropriate notice and advance approval of the Employee's supervisor, whose approval shall not be unreasonably denied.

## **ARTICLE 14. TRAINING AND EDUCATIONAL OPPORTUNITIES**

### Section 1. Training

All ACLU CO staff will participate in training on de-escalation, anti-racism, and other Employer-required training at a cadence recommended by the LMC.

### Section 2. Educational Opportunities

The Employer and Union recognize the potential benefits to the organization that an Employee can offer by attending courses and seminars for educational purposes related to their job responsibilities. Therefore, efforts will be made to accommodate Employees who wish to attend educational activities. Requests will not be unreasonably denied. Professional development funds may be used for educational opportunities.

## **ARTICLE 15. EQUITY, INCLUSION AND NON-DISCRIMINATION**

### Section 1. Commitment to Equity

The Employer is dedicated to the principles of equal employment opportunity and is committed to an inclusive workplace, respect for differences, and maintaining a work atmosphere in which people of all backgrounds may grow professionally and personally.

The Employer is fully committed to training on important topics including, but not limited to anti-racism, Equity, Diversity, Inclusion and Belonging (EDIB), unconscious bias, bullying, and harassment. The Employer will create opportunities for staff to receive training specifically on understanding and interpreting how race and racial bias impact supervisory relationships, team dynamics, organizational culture, the intersection of race/ethnicity, gender identity, sexual orientation, religion, and/or other aspects of one's identity in an institutional setting. Training on at least one of the above topics shall occur on an annual basis and will be considered hours worked.

### Section 2. Non-discrimination

Neither the ACLU CO nor the Union shall engage in discrimination, harassment or retaliation against any Employee on account of race, color, religion, creed, ancestry, alienage or citizenship status, national origin, military status, sex, sexual orientation, gender identity or expression, age, disability, genetic information, pregnancy or pregnancy-related condition (including lactation), size (height or weight), marital and/or parental and/or domestic partner status, status as a victim of domestic violence, sexual violence, or stalking, veteran status, socioeconomic status, political affiliation, union activity, union membership, or any other status protected by state or federal law.

The Employer is committed to providing a work environment that practices equitable and inclusive treatment and acting to prevent and address harassment or discrimination of any kind.

The Employer will maintain and enforce a policy prohibiting harassment (see below), including sexual harassment, that is shared with the Union.

### Section 3. Anti-Harassment Policy

ACLU CO will strive to maintain a work environment free of harassment, especially unlawful harassment. Unlawful harassment includes any unwelcome verbal or physical conduct or any written, pictorial, or visual communication directed at an individual or group based on an individual or group's membership in, or perceived membership in, a protected class that is subjectively offensive to the individual alleging harassment, and is objectively offensive to a reasonable individual who is a member of the same protected class. Harassment does not need to be in person and can occur over electronic media such as Zoom or other electronic platforms.

Unlawful harassment may include but is not limited to the following:

- Written conduct such as cartoons, emails, posters, drawings, or photographs.
- Verbal conduct, such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct, such as assault or blocking an individual's movements.

This policy applies to all Employees, including managers and supervisors, and non-Employees, including volunteers, contractors, consultants, clients, vendors, and Board members.

### Section 4. Sexual Harassment

ACLU CO prohibits all forms of sexual harassment and inappropriate sexual conduct in the workplace. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature, including when:

- Submission to such conduct or communication is made explicitly or implicitly as a term or condition of employment.
- Submission to, objection to, or rejection of, such conduct or communication is used as a basis for employment decisions affecting an individual.
- Such conduct or communication has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Both the victim and the harasser can be of any gender identity, and the victim and the harasser can be of the same sex or gender identity.

All Employees are expected to always conduct themselves in a professional manner. Conduct that may violate this policy includes, but is not limited to, unwelcome sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, and emails.
- Verbal form, such as comments, jokes, language of a sexual nature, gossiping or questions about another's sex life, or repeated requests for dates.

- Physical gestures and other nonverbal behavior, such as touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

#### Section 5. Complaints Investigation, and Retaliation

Any Employee who believes they have been harassed or discriminated against, or witnessed harassment or discrimination, must use the following complaint procedure. The Employee must make that complaint to the Executive Director or their qualified designee. If the Employee's complaint is against the Executive Director, the Employee must make their written complaint to the Chair of the Board of Directors. The Employer or Chair of the Board will take prompt action to investigate and address alleged discriminatory practices or harassment. The Employer or Chair of the Board will keep any complaint of discrimination or harassment as confidential as practicable.

Retaliation against any Employee for making a complaint or participating in a complaint investigation is prohibited. If any Employee believes they have been retaliated against on this basis, they must follow the complaint procedure above.

If ACLU CO determines that an Employee's behavior violates this policy, disciplinary action will be taken up to and including termination of employment at the discretion of the Employer.

#### Section 6. Disability and Religious Accommodation

The Employer will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship to the Employer or cause a direct threat to health or safety, in accordance with applicable law.

The Employer will make reasonable accommodation for Employees whose work requirements interfere with a religious belief, unless doing so would result in an undue hardship to the Employer, in accordance with applicable law.

#### Section 7. Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or physical recovery from childbirth. Employees who are otherwise qualified for a position may request reasonable accommodation related to pregnancy, a health condition related to pregnancy, or physical recovery from childbirth. If an Employee requests an accommodation, ACLU CO will engage in a timely, good-faith, and interactive process with the Employee to determine whether there is an effective, reasonable accommodation that will enable the Employee to perform the essential functions of their position. A reasonable accommodation will be provided unless it imposes an undue hardship on ACLU CO's business operations. ACLU CO may require that an Employee provide a note from their health care provider detailing the medical advisability of reasonable accommodation. Employees who have questions about this policy or who wish to request reasonable accommodation under this policy should contact their Human Resources representative.

ACLU CO will not deny employment opportunities or retaliate against an Employee because of an Employee’s request for reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An Employee will not be required to take leave or accept accommodation that is unnecessary for the Employee to perform the essential functions of the job.

Section 8. Employees with Transmissible Medical Conditions

No adverse employment action will be taken against an Employee based solely on any transmissible medical condition that does not interfere with their ability to fulfill the functions of their employment.

**ARTICLE 16. SAFETY AND HEALTH**

The Employer shall comply with all applicable laws, standards, and regulations regarding a safe and healthy work environment. Employees shall observe all safety practices and protocols, exercise caution in all work activities, and immediately report all accidents and unsafe or unhealthy conditions to their supervisor and/or a member of the ACLU CO security team.

Employees shall not be retaliated-against for reporting personal or workplace safety or health problems.

**ARTICLE 17. SALARIES AND PAY**

Section 1. Salaries and Pay

Upon the Effective Date of this Agreement, the salary of all ACLU CO Employees will receive the Cost-of-Living Adjustment (COLA) as follows:

SALARY TABLE	
GRADE	% INCREASE
0	0.00%
1	2.00%
2	2.50%
3	3.00%
4	3.50%
5	4.00%
6	4.50%
7	5.00%

All non-exempt Bargaining Unit Employees will be paid no less than twenty-four dollars (\$24.00) per hour. Salary bands of Bargaining Unit Employees can be found in Appendix A.

ACLU CO reserves the right to award additional salary increases and/or bonuses in its discretion to Bargaining Unit Employees during the term of this Agreement. ACLU CO shall notify the Union of such increases or bonuses.

### Section 2. Longevity Payments

The Employer shall make longevity bonus payments of one hundred dollars (\$100) per year of service to Bargaining Unit Employees. Longevity payments will begin after the first full year of service has been completed. Longevity payments will be paid at the end of the quarter following the Employee's anniversary date.

### Section 3. Bilingual Pay

The Employer agrees to pay a twenty dollar (\$20) per pay period differential to any Employee who is required by the Employer to use a second language in the normal course of business in furtherance of the ACLU's mission. This bilingual pay must be approved by the Employer, and the Employee may be required to demonstrate oral and written fluency in the second language at the Employer's request.

### Section 4. Contract Reopener

Upon request by ACLU CO, the Parties agree that if during the term of this Agreement there is a reduction in revenues of fifteen percent (15%) or more compared to quarterly benchmarks established by the Employer or the preceding four (4) quarters of revenue, or a draw on reserves of fifteen percent (15%) or more in the then fiscal year, the Parties will meet and confer to determine appropriate adjustments regarding this Article, including the appendices, as well as any other economic provisions in this Agreement.

ACLU CO will give notice to the Union to initiate the meeting and confer process based on either

- A. the closing of the most recent fiscal year, in which case notice will be given in October or November, or
- B. the current fiscal year's year-to-date revenue through December 31, in which case notice will be given between January 15 and February 15, or
- C. between fifteen (15) and forty-five (45) days after the closing of a fiscal quarter.

If ACLU CO's request is based on reductions in revenue, it will be based on the combined revenue of the ACLU CO Union and Foundation, unless a reduction in revenue for either the ACLU CO Union or Foundation exceeds fifteen percent (15%) separately and will impact the ability for (c)(4) or (c)(3) allowable activities to continue uninterrupted in accordance with IRS statute and rules.

If ACLU CO's request is based on a reduction in reserves, it will be based on the combined reserves of the ACLU CO Union and Foundation, based on the most recent fiscal year's audited financial statements.

ACLU CO will provide notice to the Union of no less than thirty (30) days to initiate the process identified in this Section.

## **ARTICLE 18. SENIORITY**

### Section 1. Definition

For the purposes of this Agreement, seniority is defined as the length of time an Employee has worked continuously for ACLU CO, excluding any period of authorized unpaid leave and determined by the date of initial hire. Part-time Employees' seniority under this section will be calculated on a pro rata basis.

### Section 2. Termination of Rights

The seniority and employment rights of an Employee shall be terminated if the Employee is terminated. Seniority accrual will end for the following reasons:

- A. Resignation,
- B. is discharged for cause,
- C. is released during the probationary period or any extension thereof,
- D. is laid off and is not recalled, or declines recall, as per the provisions of Article 23, (Layoff, Recall and Severance).

### Section 3. Rehiring

An Employee's seniority will be "bridged," the sum of past service added to the amount of future service excluding the period of unemployment, upon return to work, if rehired.

## **ARTICLE 19. BENEFITS**

All benefits currently offered by ACLU CO will be maintained unless otherwise agreed or as otherwise agreed to in any Memorandum of Understanding between the Parties after the effective date of this Agreement. All the accruals for full-time Employees in Article 19 are based on working a forty (40) -hour work week.

### Section 1. Health Insurance

ACLU CO shall provide medical, vision and dental insurance for each Employee who works twenty-one (21) hours or more per week and is otherwise eligible under the plan terms, which control the provision of insurance under this Article. ACLU CO shall pay one hundred percent (100%) of the Employee premium. Health insurance premiums and Employee contributions are subject to annual bargaining, prior to open enrollment each year.

### Section 2. Long Term Disability

The existing long term disability benefit shall remain in force during the term of this Agreement, subject to the terms and conditions of the plan.

### Section 3. 401(k) Plan

The current 401(k) defined contribution plan shall remain in force during the term of this Agreement, subject to the terms and conditions of the plan.

#### Section 4. Health Savings Account (HSA)

The Employer shall fund HSA accounts for Employees enrolled in the Anthem Gold PPO plan with three thousand dollars (\$3,000) annually, unless otherwise agreed upon by the Parties, or until Anthem ceases in operation of the plan or is replaced. All terms and conditions of the PPO plan shall apply, as amended from time to time, and shall govern the benefit under this Section. The Employer shall deposit the funds into Employees' HSA accounts on a quarterly basis, with deposits being made within fifteen (15) workdays of January 1, April 1, July 1, and October 1, of each calendar year.

Upon request by the Employee and approval by the Employer, the Employer may deposit the full amount of annual funds, or some portion thereof, into the Employee's HSA account within fifteen (15) workdays of execution of the repayment agreement as described below.

If a request for a one-time deposit into the Employee's HSA account of the full annual amount is approved, the Employee must execute a repayment agreement before ACLU CO will deposit the full amount of HSA funds. The repayment agreement will require that if the Employee voluntarily resigns or is terminated from the organization after the end of the quarter in which the funds were deposited but before the end of the calendar year, the ACLU CO may recover from the Employee's final paycheck, to the extent permitted by law, the pro rata amount of the HSA funds deposited into the Employee's HSA account. The repayment agreement will also require the Employee to repay any cost that cannot be recovered from the Employee's final paycheck.

#### Section 5. Professional Development

The Parties strive to create and sustain a healthy, positive working environment for staff to grow and flourish. Full-time Employees have a yearly pre-approved budget of \$3,000 prorated to the Employee's start date for activities related to professional and leadership development.

Professional development activities include but are not limited to training, certification courses, webinars, reading materials, conferences, classes, and coaching. The Employer shall not deny reasonable professional development requests. Professional development activities must directly support the Employee's ability to perform their current job duties or advance their skillset as defined in Article 14, Section 2.

Employees must execute a repayment agreement before ACLU CO will pay for or approve professional development activities in an amount over and above one thousand five hundred dollars (\$1,500.) If an Employee voluntarily resigns within three (3) months of participating in any professional development activities paid for by ACLU CO, the repayment agreement will allow ACLU CO to recover from the Employee's final paycheck to the extent permitted by law, the actual costs of those professional development activities. The repayment agreement will also

require the Employee to repay any reasonable cost that cannot be recovered in the Employee's final paycheck.

#### Section 6. Holidays, Observance Days, and Time Off

A. All Bargaining Unit Employees receive the paid holidays set forth below in Section 6(B).

B. An Employee unable to take a paid holiday because they must work, may request to substitute another equivalent day off for the days listed below. The substituted day off must be taken within ninety (90) days of the date of the holiday, or the day(s) shall be lost. Employees may also request to swap holidays on a day-for-day basis for the observance of religious holidays that are not observed by the affiliate. Requests shall be submitted to the Employee's immediate supervisor, who shall not deny such reasonable requests. The holidays are:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- César Chávez Day
- May Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day Weekend (Friday and Monday)
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Recess (Thursday and Friday)
- Winter Recess (Dec 24 – Dec 31)

C. Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed on the following Monday. Paid holidays falling within annual leave periods will not be counted against annual leave time.

D. To the extent a particular department or Employee's workflow requires working on a holiday, the Employee shall work with their supervisor to substitute a different day to take as a holiday at a future mutually agreeable date. The substituted day off must be taken within ninety (90) days, or the day(s) shall be lost.

#### Section 7. Annual Leave

A. All Bargaining Unit members are eligible for paid annual leave. All full-time Employees accrue annual leave as follows:

Years of Service	Monthly Accrual	Annual Accrual
First and Second Years	1.25 days	15 days
Third through Sixth Years	1.5 days	18 days
Seventh through Ninth Years	1.75 days	21 days
Tenth Year and Above	2 days	24 days

- B. Part-time Bargaining Unit members will accrue annual leave time on a pro-rata basis calculated on the number of hours they work during any calendar month.
- C. Annual leave time is accrued monthly.
- D. Annual leave is a benefit to Bargaining Unit members and is not convertible to cash compensation during an individual’s employment. Annual leave must be approved in advance by a unit member’s supervisor, and their timing is subject to the needs and requirements of the ACLU CO, but the Employer shall not deny reasonable requests.
- E. No Bargaining Unit member is eligible to have more than a maximum of their annual accrual plus ten (10) days in their annual leave bank at any one time. Once a Unit member reaches this ceiling, they cease accruing any additional annual leave. If the Bargaining Unit member later uses enough annual leave to fall below their ceiling, they begin accruing annual leave again from that date forward until again reaching the ceiling. Accordingly, Bargaining Unit members are encouraged to use all annual leave time soon after it accrues to avoid reaching the ceiling.
- F. Upon separation of employment, Bargaining Unit members will receive, subject to all appropriate withholding of taxes and other expenses and any repayments, payment for all unused accrued annual leave. Timing for payment of such accrued annual leave will occur in accordance with applicable law.

Section 8. Health and Wellness Leave

- A. Full-time Employees will accrue paid health and wellness leave at the rate of one (1) day (or eight [8] hours) per month of employment. Employees cannot accumulate more than sixty (60) days of unused health and wellness leave at any time, and no Employee may receive pay in lieu of health and wellness leave at any time, including upon separation of employment.
- B. Paid health and wellness leave may only be used for bona fide medical purposes as allowed by Colorado’s Healthy Families and Workplaces Act, C.R.S. § 8-13.3-401, *et seq.* Employees may use health and wellness leave in minimum increments of one (1) hour.

- C. If the need to use paid health and wellness leave is foreseeable, Employees are expected to notify their supervisor at least five (5) days in advance. If the absence is not foreseeable, Employees must provide notice as soon as practicable. Employees should include the expected duration of the leave, when possible. Subject to Colorado law, after four (4) consecutive days of absence of health and wellness leave, the ACLU CO may require a note from an appropriate health care provider verifying the illness and the duration of restriction and/or limitation on work. Abuse of this health and wellness leave policy may give rise to disciplinary action.
- D. Part-time Employees will accrue health and wellness leave at a rate of one (1) hour for every thirty (30) hours worked in a calendar month.
- E. If an Employee does not report upon the expiration of the leave, or any extension authorized by the Employer, the Employee, at the Employer's discretion, may be deemed to have voluntarily resigned from their employment with the Employer.
- F. ACLU CO will also provide additional paid sick leave during a public health emergency as required by C.R.S. § 8-13.3-405.

#### Section 9. Childbirth, Adoption and Parental Leave and FAMLI Leave

- A. ACLU CO supports Employees through periods of family transition by providing paid and job-protected leave in connection with the birth, adoption, and foster placement of a child and other qualifying events under FAMLI. This provision integrates Colorado's Paid Family and Medical Leave Insurance (FAMLI) benefits with organizational parental leave to ensure equitable access.

#### B. Eligibility for Parental Leave

Regular full-time Bargaining Unit Employees who have been employed for at least six (6) months may take up to eighteen (18) weeks of job-protected leave in connection with the birth, adoption, or foster placement of a child. Leave may be taken in consecutive weeks or intermittently within twelve (12) months of commencement. Leave under this section must run concurrently with FAMLI benefits when the qualifying reason is to care for a new child because of the birth, adoption, or foster placement of that child. While on FAMLI parental leave the Employer will supplement the partial wage replacement provided by FAMLI up to one hundred percent (100%) of their regular salary for a maximum of twelve (12) weeks. Additionally, Employees may elect to use accrued leave or health and wellness leave to supplement up to one hundred percent (100%) of their regular salary for up to six (6) weeks of parental leave that is not concurrently supplemented by FAMLI's partial wage replacement.

FAMLI benefits and ACLU CO paid parental leave granted to an Employee must run concurrently when the qualifying reason is the birth, adoption, or foster placement of a

child. In no circumstance may paid leave under this policy exceed eighteen (18) weeks total for the same qualifying event unless required by law.

C. Eligibility for Leave for a Qualifying Event Under FAMLI Outside of Parental Leave

Regular full-time Bargaining Unit Employees who have been employed for at least six (6) months may take up to sixteen (16) weeks of job-protected leave in connection with a qualifying FAMLI event not related to the birth, adoption, or foster placement of a child. Leave may be taken in consecutive weeks or intermittently within twelve (12) months of commencement. Leave under this section must run concurrently with FAMLI benefits. While using FAMLI leave, the Employee may execute a top-off agreement with the Employer to cover only the portion of their regular wages not covered by FAMLI's partial wage replacement using accrued leave or health and wellness leave. A top-off agreement must be executed in order to use accrued leave, or health and wellness leave to supplement FAMLI's partial wage replacement. Additionally, Employees may elect to use accrued leave or health and wellness leave to supplement up to one hundred percent (100%) of their regular salary for up to four (4) weeks of leave that is not concurrently supplemented by FAMLI's partial wage replacement. Employees electing to extend their leave up to four (4) weeks must meet the same qualification standards as would be required for the twelve (12) weeks of FAMLI leave and must be utilized for the same qualifying event as the initial twelve (12) week period.

In no circumstance may paid leave under this policy exceed sixteen (16) weeks total for the same qualifying event unless required by law.

- D. If an Employee takes less than twelve (12) weeks of FAMLI leave, they are not entitled to use the remainder for a separate purpose unless eligible under another qualifying FAMLI event (e.g., to care for a different qualifying family member).
- E. Employees must notify Human Resources or their designee of their intent to take parental/FAMLI leave, including any allowable extensions beyond the initial twelve (12) weeks, at least thirty (30) days in advance, or as soon as practicable. HR will provide guidance on how to apply for FAMLI benefits and coordinate any wage supplementation through accrued leave.
- F. Job Protection and Benefits While on Parental and/or FAMLI leave:
- Employee health benefits will continue without interruption;
  - Employees will accrue annual leave and health care leave at their regular rate;
  - The Employee's job (or a substantially equivalent position) will be held for them in accordance with ACLU CO policy and applicable law.
- G. FAMLI Contributions

The Employer shall comply with the Colorado FAMLI program. Contributions to the FAMLI fund are a shared responsibility between the Employer and the Employee. Therefore, as a participating Employer, ACLU CO remits the required premium to the FAMLI fund in accordance with the law and regulations.

For more information about FAMLI leave, please contact Human Resources.

#### Section 10. Leave Without Pay

In addition to paid and unpaid leave otherwise described in the CBA, after completion of one (1) year of employment, a Bargaining Unit member may request up to twelve (12) weeks of unpaid leave, which may be granted in the sole discretion of the Executive Director.

#### Section 11. Bereavement Leave

In the event a death occurs in a Bargaining Unit member's immediate family (defined to mean an Employee's spouse, domestic partner, significant other, child, parent, grandparent, legal guardian, brother, sister, mother-in-law, father-in-law, brother-in-law and sister-in-law), the Unit member is entitled to take up to five (5) consecutive workdays off with pay. A unit member is entitled to one (1) workday off with pay to attend the funeral of other relatives or close friends or associates so long as the unit member obtains approval from their supervisor in advance or as soon as reasonably practical under the circumstances.

#### Section 12. Additional Work Stipends

The existing cell phone stipend of one hundred dollars (\$100)/month shall remain in force during the term of this Agreement. The existing parking stipend of one hundred twenty dollars (\$120)/month shall remain in force for those who commit to working in-office at least three (3) days per week during the term of this Agreement.

#### Section 13. Sabbatical

Full time Employees who have worked at least seven (7) continuous years at the ACLU CO are eligible for a sabbatical. A sabbatical may not extend beyond one (1) month at full pay; however, accrued annual leave time may be added to the sabbatical period, but accrued health care leave may not be used for this purpose. Regular benefits will continue during the sabbatical, and annual leave and health care leave will accrue at the normal rate. At least five (5) years must pass before an Employee may request another sabbatical. A request for a sabbatical must be made to the Employee's supervisor (or the Board of Directors in the case of the Executive Director) at least ninety (90) days in advance. The request must contain the dates the sabbatical will begin and end, a plan as to how the Employee's duties will be performed while they are on sabbatical, and a statement from the Employee that they intend to return to work at the ACLU CO at the end of the sabbatical. All sabbatical requests are subject to the approval of the Executive Director, who must certify to the Board of Directors that the Employee's absence is economically feasible to the ACLU CO.

## **ARTICLE 20. JURY DUTY, WITNESS DUTY AND MILITARY DUTY**

### Section 1. Jury and Witness Duty

The Employer encourages Employees to fulfill their civic responsibilities by serving on juries and complying with subpoenas that require attendance or testimony. Employees who serve on a jury or are subpoenaed as a witness will be paid at the Employee's regular rate. Any remuneration for jury service or witness fees may be kept by the Employee.

### Section 2. Military Duty

The Employer shall comply with all laws related to absences for military leave.

## **ARTICLE 21. PERFORMANCE EVALUATIONS**

### Section 1. Employee Performance Evaluations

Performance evaluations shall generally be conducted annually by the Employee's supervisor using a standard evaluation rubric. New hires shall be evaluated after their first ninety (90) calendar days and thereafter commencing on the next review period of the Employer.

The evaluations shall be formal, beginning with a written self-assessment of individual performance followed by the supervisor's written assessment of performance and training needs. The performance evaluation process is intended to be positive, cooperative, and ongoing throughout the annual performance review period. The intention of the performance evaluation is not to introduce specific critical feedback for the first time, but to identify and discuss areas of strength, areas for improvement, any professional development goals, and memorialize feedback to facilitate the improvement for the benefit of ACLU CO and its important mission.

The evaluation shall identify goals, development needs, supervisor's expectations, and anticipated challenges for the upcoming year, along with a plan to address them. As part of the performance evaluation process, the Employee and supervisor will collaboratively develop a written professional development plan with the purpose of enhancing the Employee's professional knowledge, skills, and abilities related to their work. The Employee will work with their supervisor to identify opportunities to expand their skill set or receive mentorship. The plan will also address areas where the Employee can improve upon skills through professional development. The Employer will use progressive discipline as defined in Article 24 if discipline is required to address challenges with the Employee's work.

The Employee and supervisor(s) shall meet to discuss the performance evaluation. If an Employee disagrees with the final evaluation, an Employee may prepare a written response to an evaluation within ten (10) business days of completion of the evaluation process and have that written response placed in the Employee's personnel file. Employees and supervisors are expected to fully cooperate during the performance evaluation process. Employees shall receive a copy of their performance evaluation at least three business days before meeting with their supervisor(s) to discuss the evaluation.

Performance evaluations are not subject to the Grievance and Arbitration provisions of this Agreement. The performance evaluation process and documentation shall be overseen by the Executive Director, their designee, and Human Resources, as applicable.

### Section 2. Evaluation Methodologies

The Employer commits to exploring and implementing as necessary at the sole discretion of the Employer alternative evaluation methodologies including peer-to-peer and staff-to-supervisor methodologies in consultation with the Labor Management Committee.

### Section 3. Check-in Meetings

The Executive Director will proactively offer an annual opportunity for all staff members to schedule a check-in.

## **ARTICLE 22. PERSONNEL FILES**

Upon request to Human Resources, any Bargaining Unit Employee shall, within seven (7) workdays of the request, be given access to inspect their personnel file, including the right to a copy of the personnel file's content. Employees will be permitted to attach a response to any matter contained in their personnel file, which will remain in the file.

## **ARTICLE 23. LAYOFF, RECALL AND SEVERANCE**

### Section 1. Layoff

ACLU CO will attempt to avoid layoffs, which is a downsizing in ACLU CO that results in the involuntary reduction of Employee(s) in a workforce that is unrelated to discharge for cause. In the event that the Employer determines layoffs are necessary, the Employer will give the Union three (3) weeks' notice of their intent to layoff Bargaining Unit Employees and shall bargain with the Union over alternatives to layoffs and effects of layoffs during the three (3) weeks' notice period. At the time the Employer gives notice of intent to layoff, it will inform the Union of the number of Employees to be laid off in each department, and if known the job titles projected to be impacted, and shall provide the Union an explanation for the layoff.

Prior to implementing any layoffs of regular Employees, the Employer shall:

- A. Seek volunteers to be laid off, but the Employer retains the exclusive right to accept or not accept a volunteer for layoff. Requests for voluntary layoffs shall not be unreasonably denied.
- B. Layoff temporary Employees prior to any involuntary layoffs of regular Employees.
- C. The Employer acknowledges its obligation to bargain with the Union and commits to engaging in timely effects bargaining in layoff situations.

When the Employer contemplates layoffs of regular Employees, they shall consider a number of factors including but not limited to those noted below:

- A. Programmatic needs and operational continuity for the department,
- B. transferable skills,
- C. Employee performance evaluations,
- D. disciplinary actions in the preceding twelve (12) months,
- E. multilingual needs,
- F. the diversity, equity, and belonging goals of ACLU CO; and
- G. seniority.

The Employer shall provide notice to the Union representative and the impacted Employee(s) three (3) weeks prior to implementation of layoffs.

#### Section 2. Recall

There shall be a six (6) month recall period after layoffs. Recall shall be in reverse order of layoff. Employees on layoff being recalled will normally be contacted at least four (4) weeks prior to the expected date of recall. The Employer shall email the Employee's last known personal email address and send notice by Certified Mail to the Employee at the last known address and shall simultaneously provide a copy to the Union. The notice shall advise the Employee that they have fourteen (14) calendar days after receipt to accept recall in writing. If the Employee fails to accept the recall in writing within the time specified, unless for good cause shown, they shall lose their right to return to ACLU CO and will be removed from the recall list.

#### Section 3. Severance

Bargaining Unit members who are laid off shall be entitled to a minimum of two (2) weeks severance pay or one (1) week of severance pay for each full year, whichever is greater, up to a maximum of twenty-four (24) weeks. For service greater than two (2) years, Bargaining Unit members are entitled to a pro rata weekly fraction of severance pay for the subsequent time of ACLU service, up to one (1) week for each full year. In determining years of ACLU service, time accrued prior to a break in service of more than one year shall not be counted, unless the Employee was on an authorized leave of absence (e.g. family leave or medical leave); and when an ACLU Employee has previously received severance pay pursuant to this Article, the date for determining years of service shall in no event be earlier than the date of termination for which severance was paid.

#### Section 4. Exit Interviews

A departing Employee shall, at their request, be granted an exit interview with the Employer. Exit interviews aim to capture, among other things, the Employee's feedback on the ACLU CO workplace and reasons for leaving. The Employer will take reasonable steps to reflect on the departing Employee's feedback.

## **ARTICLE 24. DISCIPLINE AND DISCHARGE**

### Section 1. Employee Discipline

Within seventy-two (72) hours after an Employee is disciplined or discharged, the Employer shall send a copy of the documented discipline to the Union. Notices of disciplinary action, including written warnings, will be made part of an Employee's personnel file.

Any documented discipline in an Employee's personnel file older than one (1) year shall not be considered by the Employer when making decisions on later disciplinary actions related to that Employee, except when the underlying discipline matter pertains to inadequate job performance or a pattern of misconduct, including but not limited to discrimination or harassment.

### Section 2. Just Cause

The Employer shall not discipline or discharge an Employee who has completed their orientation period ("Non-Orientation Employee"), except for just cause. Just Cause under this Article shall include but shall not be limited to inadequate job performance or misconduct. Inadequate job performance is the serious or repeated failure to meet a job standard that was known or should have been known to the Employee.

### Section 3. Non-Orientation Employees

Except as otherwise provided in this Agreement, a grievance challenging the discipline or discharge of a Non-Orientation Employee may be filed in accordance with the Grievance and Arbitration provisions of this Agreement.

### Section 4. Orientation Employees

Nothing in this Article limits the rights of the Employer to terminate Employees who have not completed their orientation period ("Orientation Employees"), as referenced in Article 11 of this Agreement. Discipline and discharge decisions concerning an Orientation Employee are not subject to the Grievance and Arbitration provisions of this Agreement.

### Section 5. Definition of Discipline

Discipline includes documented verbal warning, written warning, final written warning, suspension from work, and discharge. The term does not include performance evaluations, performance improvement plans, or other non-disciplinary counseling or supervision processes or outcomes.

### Section 6. Progressive Discipline

ACLU CO recognizes the principle of progressive discipline and generally shall apply the following measures to correct Employee work performance and conduct. In cases other than discharge or suspension from work for willful, deliberate misconduct, the following procedures shall apply:

- A. When the Employer believes that just cause exists to discipline an Employee, the Employer shall first issue a documented verbal warning, explaining to the Employee the specific issue and what is expected to rectify the problem. A documented verbal warning is not subject to the Grievance and Arbitration provisions of this Agreement.
- B. If, after reasonable opportunity to demonstrate improvement concerning the issues addressed in the documented verbal warning, the Employer believes that just cause exists to further discipline an Employee, the Employer will issue a written warning to the Employee specifying the issue(s) addressed. A copy of the written warning will be given to the Employee.
- C. If, after the Employee is given reasonable opportunity to demonstrate improvement concerning the issues described in the above-written warning, the Employer believes further discipline is warranted, the Employer may, at their discretion, issue a final written warning. A copy of the final written warning will be given to the Employee.
- D. No Employee will be discharged, except as set forth below, without being issued progressive disciplinary actions within the preceding twelve (12) months, except when the underlying discipline matter pertains to a pattern of misconduct.
- E. Nothing in this Article shall preclude the Employer from electing to omit one or more of these measures based on the nature or circumstances of the deficiencies in performance or conduct at issue in a particular case, so long as there is just cause for the discipline.

#### Section 7. Discipline Without Progression

In situations involving willful, deliberate misconduct, the Employer may suspend from work or discharge an Employee without the issuance of prior progressive discipline. Suspension may be with or without pay. Discharge or suspension for misconduct, may be instituted only by the Executive Director for the following infractions:

- Misappropriation of donor, client, or ACLU CO property;
- Wrongful use or theft of property or services;
- Fraud or falsification of records;
- Unauthorized disclosure of confidential or proprietary information;
- Physical or verbal harassment;
- Endangering the health or safety of Employees or volunteers;
- Physical violence or threats of violence;
- Serious misbehavior while on the job;
- Significant insubordination.

The inclusion of a particular example of misconduct shall not by implication be interpreted as excluding misconduct of equal or greater severity or nature.

### Section 8. Non-Disciplinary Actions

Nothing in this Agreement shall prohibit the Employer from engaging in non-disciplinary counseling of an Employee in an effort by the Employer to correct an Employee's inappropriate or unsatisfactory behavior or performance.

### Section 9. Union Representation

During the onboarding of any new Employee, the Union shall inform the Employee, in writing, that they have the right to request the presence of a Union Representative at any meeting with the Employer that is investigative in nature and may lead to discipline of the Employee. If a request for a Union representative is made, the discussion shall not proceed until a Union representative is given a reasonable opportunity to be present.

## **ARTICLE 25. GRIEVANCE AND ARBITRATION**

### Section 1. Grievance Rights

Any Employee of the Bargaining Unit, group of Employees of the Bargaining Unit, or the Union acting on behalf of one or more Bargaining Unit Employees who have a dispute regarding the interpretation, application of a provision(s) of this Agreement, or regarding the Employer's actions that impact a condition of employment, shall have the right to file a grievance processed under this Article.

### Section 2. Discussion

Any Employee in the Bargaining Unit having a grievance, or the Steward acting on behalf of the Union when filing a grievance on behalf of an Employee alleging a disciplinary grievance, shall first discuss the grievance with the Employee's immediate supervisor to resolve the issue(s) in an informal manner.

### Section 3. Written Grievance

If the grievance is not resolved through discussions with the Employee's immediate supervisor, within five (5) business days of the conclusion of discussion outlined in Section 2, the Employee, or the Union on behalf of the Employee asserting a disciplinary grievance, may file a written grievance if the issue is not completely addressed.

The Union must first bring any grievance of the Union concerning a non-disciplinary issue to the Labor Management Committee within thirty (30) calendar days after the Union knew, or by reasonable diligence should have known of the facts giving rise to the dispute. If the grievance is not resolved through LMC discussion on the issue, within five (5) business days of conclusion of the discussions, the Union may file a written grievance.

For purposes of this Article, all written grievances shall contain the following:

- A. A clear statement of the nature of the grievance, including, but not limited to, the date of the occurrence, detail and circumstances that give rise to the grievance and all relevant information to support the allegations of the grievance;
- B. The Article(s) that is alleged to have been violated;
- C. The proposed resolution to the grievance, including any remedy sought;
- D. The date the written grievance is executed by the grievant; and
- E. The signature(s) of the grievant(s) and/or of the Union Representative.

All grievances and responses may be submitted via e-mail, which shall constitute the electronic signature of the respective Party.

#### Section 4. Grievance Meeting

A grievance meeting shall be held as promptly as possible after the Employer receives the written grievance but, in any case, within fourteen (14) calendar days thereafter. The Parties may mutually agree to attendance by more than one grievant. Either Party may be represented at the grievance meeting with no more than two (2) representatives of its own choosing. If the Parties resolve the dispute, the resolution shall be promptly reduced to writing and signed by at least one representative of each Party.

#### Section 5. Dispute

If the Parties are not able to resolve the dispute at the grievance meeting, the Employer's designated representative shall respond to the grievance in writing within five (5) business days of the grievance meeting described in Section 4.

#### Section 6. Mediation

If the Parties are not able to resolve the dispute at the grievance meeting, the Parties may mutually agree to proceed to engage in mediation. In order to advance a grievance to mediation, the Parties must mutually agree to a mediator engaged through AAA or JAMS located in Denver, Colorado within ten (10) calendar days from the receipt of the Employer's written response referenced in Section 5.

If the Parties have not mutually agreed to proceed to mediation, the Union has fourteen (14) calendar days from the receipt of the Employer's written response referenced in Section 5 to submit the dispute to Arbitration by submitting a written notice to the Employer to submit the grievance to formal and binding arbitration.

#### Section 7. Arbitration

Within ten (10) calendar days of receipt of the notice from the Union to submit the grievance to formal and binding arbitration, the Parties shall attempt to select a mutually agreeable arbitrator, and if unable to agree, shall jointly request a list of five (5) arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) who are available and willing to conduct a labor arbitration for this dispute within a reasonable period of time. Each Party shall alternately strike one (1) name from the list of five (5) provided by

AAA or FMCS until an arbitrator is selected. The right to strike the first name shall be determined by lot and the Parties shall alternatively strike one (1) name from the list until only one (1) name remains.

The arbitrator shall conduct a hearing as promptly as possible from their appointment at which they will hear evidence and thereafter render a decision on the issue, or issues submitted to them. If the Parties cannot agree on the issue to submit, the arbitrator shall determine the issues. The Parties mutually agree that the jurisdiction and authority of the arbitrator selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation and application of the express provision(s) of this Agreement at issue between the Parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement, or to expand on any provision(s) of this Agreement, or to impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the Employer to do an act prohibited by law.

After a hearing and after both Parties have had an opportunity to file post hearing briefs, the arbitrator shall submit their award in writing to all Parties. The award of the arbitrator shall be final and binding on both Parties and on any affected Bargaining Unit Employee. The arbitrator shall be instructed to submit their written award within thirty (30) calendar days of receipt of the post hearing briefs.

All expenses for the arbitration shall be paid equally by the Employer and the Union including the cost of a court reporter, except that each Party shall be responsible for the expenses of its own attorney, witnesses, and transcripts.

The Parties agree that the timelines and time limits set forth above in this Section may be extended or amended by the mutual agreement of both Parties. Otherwise, the time limits set forth in this Section must be adhered to and, absent an agreement to extend or modify time limits, the failure to comply with the timelines will be considered a waiver of the grievance on the part of the grievant and the Employer. The grievance shall automatically proceed to the next step of the grievance procedure if the Employer fails to adhere to time limits, absent an agreement to extend or modify time limits. All Bargaining Unit Employees shall exercise reasonable diligence regarding enforcing their rights and privileges under this Agreement.

#### Section 8. Closure

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

#### Section 9. Paid Time

Any time spent by an Employee called to testify or participate in a grievance or arbitration during their scheduled work time is considered work time. Employees are not required to take any paid time off for such time.

#### **ARTICLE 26: SAVINGS CLAUSE**

If any portion of this Agreement is invalidated by passage of legislation, a decision of a court of competent jurisdiction, or a state or federal administrative ruling, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated, shall remain in full force and effect. When either Party becomes aware of the invalidation, the Parties agree to commence negotiations for substitute language.

#### **ARTICLE 27: DUTY OF CONFIDENTIALITY**

All ACLU, ACLU Foundation, American Civil Liberties Union of Colorado, and ACLU Foundation of Colorado, Inc. membership information and lists, funder information and lists, donation and donor information and lists, volunteer lists, or any lists containing the personal addresses, emails, phone numbers, or other personally identifiable information of Management, American Civil Liberties Union of Colorado Boards of Directors, the National ACLU Board of Directors, the ACLU Foundation of Colorado, Inc. Board of Directors, and/or National ACLU Foundation Board of Directors shall be considered highly confidential and shall not be made available to or be used by the Union.

Employees may be provided access to Confidential Information in the scope and course of their employment. Confidential Information includes but is not limited to: information and strategies related to development, communications, budget, finances, and personnel; the identity of former, current and prospective members and contributors and ACLU CO's communications and relationships with them; and non-public information regarding ACLU CO's legal docket and requests for legal assistance, including the identity of people who contact ACLU CO and the nature of their requests.

Employees recognize their responsibility to safeguard Confidential Information and will exercise their best professional judgment and due diligence in preventing the improper disclosure of such Confidential Information. Employees will comply with applicable laws, regulations, codes of conduct, and ACLU CO policies regarding confidentiality obligations with respect to information they access in the course and scope of their employment.

A violation of this policy may result in disciplinary action, up to and including discharge from employment. Nothing in this provision shall be construed as to restrain, or prevent concerted activity as protected by the National Labor Relations Act.

## **ARTICLE 28: VOLUNTARY RESIGNATION**

If an Employee decides to resign from employment, the Employee is expected, if possible, to provide two (2) weeks' notice of the voluntary resignation to their immediate supervisor(s) and Human Resources. All Employees will be entitled to all their wages and compensation accrued up to the date of separation, including accrued and unused paid time off.

In a situation where an Employee provides prior notice of their intent to resign, the Employer reserves the right to immediately have the Employee end work for the ACLU of Colorado, but the Employer shall continue paying the Employee through the notice period given. If the Employer has just cause for discharge during such notice period, the Employer may discharge the Employee. On the last day of employment or at a different time as determined at the discretion of the Executive Director, the resigning Employee must return all ACLU property in their possession, including office keys, corporate credit cards, and communication devices.

## **ARTICLE 29. NO STRIKE – NO LOCKOUT**

There shall be no strike, work stoppage, slowdown, or any form of interruption of work as a concerted activity, for any reason whatsoever, during the entire term of this Agreement, except if the Employer fails to abide by an Arbitrator's award confirmed by a final decision of court or upon impasse of any wage opener. In the event of an unauthorized strike, sympathy strike, stoppage, slowdown, or interruption of work as a concerted activity, the Union shall exert every effort to terminate this activity by, without limitation, informing the Employees engaging in such activity that it violates the Collective Bargaining Agreement and may subject them to discipline, up to and including discharge. Compliance by the Union with this provision shall be full compliance with the Union's obligation under this Agreement. The Employer agrees it will not lock out Bargaining Unit Employees during the entire term of this Agreement except if the Union fails to abide by an Arbitrator's award confirmed by a final decision of court or upon impasse of any wage opener.

## **ARTICLE 30: MANAGEMENT RIGHTS**

Except as limited by other provisions of this Agreement, the Employer reserves and retains, solely and exclusively all the authority, rights, and responsibilities of management that are inherent in managing the enterprise, including the supervision and control of the Employer's business and operations, and the ability to manage the enterprise with its own policies and procedures, consistent with the terms of this Agreement.

The Employer shall be permitted from time to time to establish such reasonable rules and regulations not inconsistent with the terms of this Agreement as are necessary to conduct its business, to which Employees shall comply.

Consistent with the terms of this Agreement, the Employer shall have the right to perform annual performance reviews for purposes of Employee performance management, development, and advancement, and which may include having Employees create objectives in conjunction with their supervisor, provided that such evaluations shall not be used or cited in any disciplinary proceeding.

Without limiting the generality of the foregoing and except as limited by this Agreement or required by “effects” bargaining obligations, Management Rights include, but are not confined to: the right to determine its budget with Board adoption; initiate or discontinue, in whole or in part, all services, programs, projects, and campaigns; public messaging, security, privacy, data security, use of lists; establish program goals and strategic planning goals in conjunction with the Board; the right to establish policies and procedures, consistent with the terms of this Agreement, operation levels, staffing levels, the right to create jobs, job descriptions, job function requirements, the right to hire, terminate with just cause, schedule, transfer, promote, or discipline Employees with just cause; the right to lay off Employees, subject to Article 23 and otherwise consistent with the terms of this Agreement;; the right to schedule operations, shifts, and all hours of work including work schedules, consistent with the terms of this Agreement; the right to assign work and overtime hours, and the right to establish rules pertaining to the operations of the Employer and permissible conduct of Employees, consistent with the terms of this Agreement; the right to close all or part of the Employer or to sell, close down any facility or any part therefor or in any other way alter the facility, consistent with the terms of this Agreement; the right to introduce new, improved or different methods, techniques, facilities or equipment; the right to direct the work force, including the right to determine the size of the work force; the right to determine financial policy, including accounting procedures; the right to determine the percentages of the work force which shall be full-time and part-time or other types of Employees or workers, consistent with the terms of this Agreement; and the right to determine the methods of training related to onboarding and orientation. Nothing contained in this provision shall be deemed to supersede the provisions of existing state and federal laws.

The exercise or non-exercise of rights hereby retained by the ACLU CO shall not be deemed a waiver of any such right or prevent the ACLU CO from exercising such rights in any way in the future, provided however the Employer agrees to notify the Union of its intent to exercise any inherent right not otherwise modified by this Agreement that was not previously exercised.

All matters not within the scope of representation, and which are not terms and conditions of employment as defined by the NLRB, are reserved to ACLU CO, except where the Parties have negotiated over such matters and reached agreement on them.

## **ARTICLE 31. SCOPE OF AGREEMENT**

The Employer and the Union acknowledge and agree that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals

with respect to any subject or matter as to which the Act imposes an obligation to bargain, and that all understandings and agreements arrived at between the Employer and the Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, thus, contains the understanding, undertaking, and agreement of the Parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes to this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both Parties. During the term of this Agreement, changes to wages, hours and the terms and conditions of employment shall be bargained by the Parties to the extent required by law unless provided for in the Agreement or the Union has waived its right to bargain in writing.

## **ARTICLE 32. TERM OF AGREEMENT**

### Section 1. Term of Agreement

This Agreement will take effect March 6, 2026, and will expire March 6, 2027.

### Section 2. Initiation of Negotiations

At any time within ninety (90) days immediately prior to the expiration date of this agreement, the Employer or Union may initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations unless and until sixty (60) days' written notice of intent to terminate this Agreement is given by either party. At the expiration of sixty (60) days the Union's right to strike and the Employer's right to lock out shall be restored.

### Section 3. Binding

This Agreement shall be binding upon the Parties hereto, their successors, and assigns. In the event the Employer sells, transfers, leases or assigns the organization the Employer agrees that it shall give written notice of this Agreement and of all the clauses contained herein to any prospective purchaser, transferee, or assignee.

For ACLU of Colorado:

Olivia Mendoza                      3/6/2026  
Signature                                      Date Signed

Vanessa Michel                      3/6/2026  
Signature                                      Date Signed

Anaya Robinson                      3/6/2026  
Signature                                      Date Signed

Anna Salinas                      3/9/2026  
Signature                                      Date Signed

Erica Tinsley                      3/9/2026  
Signature                                      Date Signed

Tim Macdonald                      3/13/2026  
Signature                                      Date Signed

Suzie Post                      3/6/2026  
Signature                                      Date Signed

Jen Samano                      3/9/2026  
Signature                                      Date Signed

For Denver Newspaper Guild:

Pablo de la Rosa Santiago                      3/16/2026  
Signature                                      Date Signed

Emma Mclean-Riggs                      3/16/2026  
Signature                                      Date Signed

Mika Alexander                      3/17/2026  
Signature                                      Date Signed

Kasandra Rendon Morales                      3/6/2026  
Signature                                      Date Signed

Scott Medlock                      3/16/2026  
Signature                                      Date Signed

Isabel Aries                      3/9/2026  
Signature                                      Date Signed

\_\_\_\_\_  
Signature                                      Date Signed

\_\_\_\_\_  
Signature                                      Date Signed

## APPENDIX A

Position	Grade Level
Communications Officer	5
Digital Media Officer	5
Lead Intake Coordinator	6
Lead Researcher	5
Operations Manager	6
Paralegal	6
Philanthropy Coordinator	6
Policy Counsel	5
Senior Organizer	4
Senior Staff Attorney	4