

COLLECTIVE BARGAINING AGREEMENT

between

WildEarth Guardians

and

**Denver Newspaper Guild-
Communications Workers of America (CWA)
Local 37074**

WildEarth Workers Bargaining Unit

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ARTICLE 1 – UNION RECOGNITION

WildEarth Guardians (“Guardians” or “Employer”) hereby recognizes WildEarth Workers, Denver Newspaper Guild/Communications Workers of America (“CWA as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all its employees in the collective bargaining unit defined as follows:

The recognized Bargaining Unit covered by this Agreement shall consist of all full-time and regular part-time employees, excluding temporary employees, fellows, interns, supervisors, managerial employees and confidential employees as defined in the National Labor Relations Act (NLRA).

The term “employee” as used in this Agreement means a bargaining unit employee unless otherwise specified.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1. Except as specifically and expressly limited by the terms of this Agreement, Guardians shall have the sole and exclusive right to establish its mission, goals, and programs; to manage its business; to decide questions pertaining to its mission, goals, programs, and business; and shall retain all rights, privileges and prerogatives generally held by management in a non-unionized workplace, except to the extent they are clearly and unequivocally waived or limited in this agreement.

Such management rights and authorities shall include, but not be limited to, the rights to: determine policies, procedures, processes, standards (including safety), and work rules; determine the size, location(s), and composition of its workforce; select the employees it will hire; determine salaries, merit increases, and salary adjustments; implement changes to benefit plans, including routine cost increases; allocate resources for professional development; hold employees accountable for performance; determine assignments of work; determine and alter job titles and descriptions; establish or revise work schedules; determine type and scope of work, workload, and performance standards; discipline or terminate employees for just cause or layoff; discontinue all or any part of its business operations; expand, reduce, alter, combine or transfer, promote, assign, or cease any job, department, program, or operation for business purposes; introduce, eliminate or change methods, technologies, processes, and procedures in its operations; engage contractors for the efficiency of the organization; determine the number and

type of equipment, material, services, products and supplies to be used or operated; oversee facilities, locations, equipment, and other property; and otherwise generally manage the organization's business.

The Parties understand and agree that management rights shall only be limited by express provision within this Agreement and not by implication or construction.

Management's failure to exercise its full rights of management or discretion in any manner or on any occasion shall not bind the employer to that course of action, nor shall it be the subject or basis of a grievance or admissible in any grievance procedure.

2.2. All current policies of the employer not specifically modified by or not specifically addressed in this Agreement shall apply to bargaining unit employees on the same basis as such policies are applicable to non-bargaining unit Guardians employees.

Such policies are each subject to Guardians' right to modify, establish, replace, or discontinue each policy, provided that prior to implementation of a new or modified policy that specifically relates to terms and conditions of employment, Guardians shall provide five (5) business days advance notice to the Union, and, at the Union's request, will meet to negotiate over the new policy or a change to an existing policy. Regardless, Management may implement the policy after one negotiating session with the Union and the parties may continue to discuss/bargain until an agreement or impasse is reached, after which Management will continue to implement the policy as agreed upon or, in the event of an impasse, as proposed by Management.

Should there be a conflict between any policy or section of a policy, and the terms of this agreement, the terms of this Agreement will apply.

ARTICLE 3 – ATTORNEY OBLIGATIONS

Nothing in this Agreement is intended or shall be interpreted to limit, interfere with, or constitute a waiver of the legal and ethical obligations applicable to employees who are attorneys. Such obligations include, but are not limited to, the obligation to comply with applicable Rules of Professional Conduct for any jurisdiction in which they may practice, including, but not limited to, the duty of loyalty to a client and avoidance of conflicts of interest, the duty of confidentiality, the protection of all applicable privileges, and, for staff attorneys who litigate on behalf of the organization, the obligation to zealously represent Guardians competently and diligently.

ARTICLE 4 – LOCAL, STATE, OR FEDERAL LAW

Nothing in this Agreement will be construed to require either of the parties to act contrary to any local, state, or federal law. In the event such a condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with the law. Should any article, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision, provided, however, that upon such a decision the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 5 – UNION SECURITY, DUES DEDUCTION, AND UNION REPRESENTATION

5.1. Where not prohibited by state law, each employee employed in a union-eligible role on or before the effective date of this Agreement shall, as a condition of employment, within 30 days be required to (1) become a member of the Union and pay union dues, or (2) elect not to become a member of the union and pay a portion of union dues known as agency fees covering union representation.

5.2. Where not prohibited by state or federal law, each employee hired in a union-eligible role after the effective date of this Agreement shall, as a condition of employment, by the end of the employee's first 30 days be required to (1) become a member of the Union and pay union dues, or (2) elect not to become a member of the union and pay a portion of union dues known as agency fees covering union representation.

5.3. Notwithstanding the foregoing, nothing in this agreement limits employee rights under Section 19 of the NLRA and/or Title VII of the Civil Rights Act of 1964 to register as religious objectors to payment of union dues and fees.

5.4. Guardians agrees to make collections of the standard Union dues or appropriate fees through payroll deduction from the employee's pay. These deductions will be made during the term of the Collective Bargaining Agreement and thereafter unless and until CWA is no longer the collective bargaining representative for the unit employees. The deduction will start in the first payroll period following receipt of a voluntary written authorization form signed by the employee and delivered by the Union to Guardians and will continue in effect until canceled in accordance with the terms of the authorization.

5.5. Guardians also agrees to electronically remit the amounts so deducted to the designated representative of the Union on a semi-monthly basis, according to the established payroll schedule. Guardians will provide the Union with the names, amount of dues withheld, and check dates to coincide with payroll.

5.6. Deduction Procedures. Deduction shall be made from the employee's salary or wages, or other benefit payments as follows:

EMPLOYEE PAY DEDUCTIONS

Dues and fees will be deducted each pay period.

- A. Deductions shall begin during the first payroll period following receipt of a newly executed membership authorization card by Guardians' payroll office, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:
 - a. those required by law, and
 - b. those authorized in this Agreement for health insurance premiums, if applicable.

- B. "Payroll Deduction Authorizations", except as applicable by law, shall be suspended when an employee:
 - a. is transferred to a job that is not represented by the CWA,
 - b. goes on an unpaid Leave of Absence,
 - c. is removed from the payroll of Guardians.

- C. "Payroll Deduction Authorizations" suspended in accordance with the above provisions shall be reactivated on the first payroll period following the return of an employee to a job that is represented by the Union.

5.7. Guardians shall bear the full cost of processing authorized payroll deduction of dues as set forth in this article, except that the Union agrees to supply dues deduction authorization forms when there are any changes. Guardians shall accept authorization forms submitted electronically with digital signatures.

5.8. Both the Union and Guardians are committed to prioritizing regular, full-time employment and career path positions at Guardians.

5.9. Union Orientation. For new employees, Guardians shall allow a Union representative to initiate contact and be allowed up to two hours of Guardians paid time, for both the new employee and the employee giving the orientation, for union orientation during the first two

weeks of employment. This orientation will occur as part of their training and onboarding process in coordination with Guardians' new hire orientation process. The Union may send a new-employee packet via parcel service or work email. The new-employee packet must be clearly marked as being from the Union. The Union's new-employee packet contents will not contain material contradictory to this agreement and/or any Guardians' policies and standards.

5.10. Union Leave.

- A.** Employees are entitled to one (1) hour every month to attend a union-related meeting. Employees will note the time as "Union" time on their timesheet. Employees will provide seven (7) days' advance notice to their managers. If this hour conflicts with work-related matters, the employees will make themselves available to tend to that work.

- B.** A total of five (5) days per fiscal year during work time, for which the Union will reimburse Guardians, shall be set aside for no more than two (2) designated representatives of the union to attend union conferences, conventions, trainings, classes, meetings, and the like within the fiscal year. The cost of any such meetings, classes or training will be paid by the employee and/or the Union. This Union representative will not receive any loss of benefits for the leave taken.

ARTICLE 6 – NON-DISCRIMINATION

Guardians and the Union agree that they will not discriminate against any employee covered by this Agreement because the employee possesses any status or characteristic protected by federal, state, or local law, including of such employee's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or gender identity and expression.

Nothing in this Agreement shall be applied or interpreted to restrict Guardians from taking such action as it deems necessary to fully comply with any federal, state, or local laws, statutes, ordinances, rules or other legal mandates.

ARTICLE 7 – RESPONSIBLE UNION AND EMPLOYER RELATIONSHIP

7.1. Guardians and the Union recognize that it is in the best interest of both parties that all dealings continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, Guardians and the Union and their respective representatives, at all levels, will apply the terms of this Agreement fairly in accord with its

intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

7.2. Guardians will inform the Union of the names of the point of contact for this collective bargaining agreement. The Union will inform Guardians of the names of authorized representatives as point of contact, including stewards, unit officers, and local officers.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.1. Before filing a formal grievance concerning a non-disciplinary issue, and within twenty (20) calendar days after the employee or the Union knew, or by reasonable diligence should have known, the facts giving rise to the dispute, the Union shall bring the matter to Guardians' attention and agrees to attempt to resolve any issue or dispute through discussions with the Employer's designated representative.

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

8.2. Within fourteen (14) calendar days after the meeting conducted under Section 8, the Union may file a written grievance as provided below. The written grievance shall explain the dispute, include a specific statement of the remedy sought, and request a meeting regarding the dispute.

8.3. To facilitate prompt and amicable settlement of grievances, one designated bargaining unit representative involved is permitted a reasonable amount of time to investigate grievances on Guardians' time. The Union shall provide notice to Guardians when the investigation begins.

8.4. A grievance meeting shall be held as promptly as possible after Guardians receives the written grievance but, in any case, within fourteen (14) calendar days after receipt of the written grievance. A grievance committee of not more than two (2) bargaining unit employees designated by the Union shall meet with two representatives of Guardians and shall discuss the grievance. The Union may substitute a CWA local or national representative for one (1) grievance committee member. In addition to the two representatives, the Union may have one (1) grievant attend. The parties may mutually agree to attendance by more than one grievant. In the event the total number of people attending on behalf of the grievant(s) exceeds two (2) (including the grievant(s)), Guardians may have an equal number of participants.

8.5. If the parties resolve the grievance, the resolution shall be promptly reduced to writing and signed by at least one representative for each party. If the parties are not able to resolve the grievance Guardians' designated representative shall respond to the grievance in writing within five (5) calendar days of the meeting, or either party may refer the grievance to the resolution step outlined in section 8.6.

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

If the resolution step is requested, a meeting shall take place no later than fourteen (14) calendar days from the Union's receipt of Guardians' written response to the grievance committee meeting or the date such response was due. For the resolution step, each party shall appoint two (2) representatives to participate in the resolution discussions. The purpose of the resolution step is to seek agreement on a compromise. Upon mutual agreement of the parties to assist in the resolution step, a request for mediation may be made to the Federal Mediation and Conciliation Service (FMCS). Fees for mediation, if any, shall be borne equally by Guardians and the Union.

8.7. In the event the procedure in Sections 8.1 to 8.6 above does not result in a resolution of the grievance, the Union may submit the matter to arbitration. To be timely, a demand for arbitration must be served within fourteen (14) calendar days after the last step taken as provided above is completed.

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

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

8.10. If the parties cannot agree on a satisfactory arbitrator, then an impartial arbitrator shall be selected from an arbitration panel obtained from the FMCS. The Union shall request a panel of seven (7) arbitrators, including the special requirement that the arbitrators on the panel be members of the National Academy of Arbitrators. The Parties, beginning with the Union, shall alternately strike names from the list until one arbitrator remains and is therefore selected.

8.11. After an arbitrator is selected, the arbitration hearing shall be held without undue delay. Each party shall bear its own expenses of preparing and presenting its own case at the hearing. The costs of such arbitration shall be borne equally by Guardians and the Union, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Either party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The party requesting the certified court reporter shall pay the court reporter's fees and pay for copies of the transcript for itself and the arbitrator; the other party shall pay the cost of a copy of the transcript for itself, if requested.

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

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

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

8.15. Time spent in grievance and arbitration by employees during scheduled work time will be paid by Guardians.

ARTICLE 9 – JOINT LABOR MANAGEMENT COMMITTEE

9.1. A Joint Labor-Management Committee (JLMC) will be created to promote communication, problem solving, diversity, and increased effectiveness of Guardians' staff as a whole and to develop a more effective organization in which all staff ideas (union and non-union), concerns, and recommendations are taken into consideration. The JLMC will take on the responsibilities of the Resiliency Committee in helping to establish norms and practices that benefit workplace culture and effectiveness.

While the JLMC cannot change the language or the application of the collective bargaining agreement, it may discuss the application of the agreement as well as subjects outside of the agreement. The JLMC may discuss grievances for the purpose of promoting problem solving that benefits all, but it cannot substitute for the formal grievance and arbitration process. The JLMC creates space and time for management and the Union to communicate outside of contract negotiation periods.

The JLMC shall be equally made up of no more than three representatives designated by Guardians and no more than three representatives designated by the Union. Guardians representative(s) will include the Director of People & Operations or an appropriate designee. The committee members other than the co-chairpersons will serve terms of one year. The Union representative(s) will include a CWA Local 37074 officer or an appropriate designee. At least once per year, Guardians's Executive Director and CWA District 7 representative will be invited by the Union to participate in a JLMC meeting.

9.2. Employee representative(s) designated by the Union shall suffer no loss in pay for attending JLMC meetings. The JLMC will meet at least once per quarter or as otherwise mutually agreed by the parties.

The meeting will not exceed two hours. The meeting agenda will be mutually agreed upon by both parties and may include working conditions and any other Union-related topics for discussion. The meeting will be co-facilitated by the Union and Guardians. Meeting agendas will be sent to Guardians employees prior to the meetings. These meetings may have both open and closed sessions. All Guardians staff may be invited to open sessions if agreed to by both parties. Meetings will be conducted in the spirit of collaboration and an atmosphere of dignity. Any disruptive person shall be removed from the meetings.

Discussions of the JLMC shall not modify this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement. The JLMC may recommend that a Letter of Agreement or Memorandum of Agreement be negotiated by the Union and Guardians bargaining committees to address issues/concerns.

9.3. Safety and health are a mutual concern of Guardians and the Union. It benefits all parties to have employees work in safe and healthful environments and for employees to perform their work safely and in the interests of their own health. Guardians agrees to maintain a safe and healthy workplace for all employees. It is also necessary to promote a better understanding and acceptance of the principles of safety and health on the part of all employees, in order to provide for their own safety and health and that of their fellow employees and the general public.

Until there is an official health and safety protocol established, the JLMC will discuss worker health and safety at each quarterly meeting, and thereafter no less than once per calendar year.

Guardians and the Union will decide how their representatives gather information and recommendations to facilitate well-informed decisions regarding occupational safety and health matters. Information obtained by each party's representative may be used to develop recommendations for training that may be delivered by methods employed by Guardians for training.

The worker health and safety discussions shall focus on all matters pertaining to occupational safety and health, including ergonomic concerns in the workplace and personal protective equipment, and emergency procedures for field work, such as emergency communication devices (SPOT or similar). The JLMC may also consider existing practices and rules relating to safety and health, and formulate suggested changes in design and adoption of new practices and rules.

An employee who reasonably believes that work performed in an area could pose a serious threat of harassment, injury, or illness will inform their manager (or the JLMC) so they can both assess the situation and determine the best solutions.

ARTICLE 10 – DIVERSITY, EQUITY, AND INCLUSION

10.1. Respect and Dignity. The parties agree that all employees, interns, contractors, and volunteers should be treated with respect and dignity. The Union and Guardians recognize their shared interest in building a relationship that is effective, constructive, respectful of differences of opinions and experiences, and oriented toward problem-solving to ensure that the employer fulfills its mission and that staff are supported in bringing their creativity and energy to the work. To achieve this mutual aim, Guardians and the Union agree to treat all staff with respect, inclusion, and dignity. The parties agree to uphold the guiding principles of equity and inclusion, transparency and accountability, boldness and integrity, and collaboration and curiosity to ensure an equitable, just, diverse, accessible and inclusive workplace.

10.2. DEI+ Committee

A. Guardians will maintain its Diversity Equity Justice+ (DEI+) Committee focused on identifying, promoting and achieving DEI+ values, policies and outcomes for all staff and for the overall good of the organization.

B. Membership will be at least 5 and no more than 7 people, of which one member of the Executive Team will always serve, with an effort to rotate participation. The committee will have at least one representative from legal/program and at least one representative from non-program staff. All staff are welcome to become members of the Committee with the approval of their Manager.

C. The DEI+ Committee will conduct regular staff education and training events, create and maintain an anonymous digital feedback system, solicit DEI+-related feedback from staff and produce an accompanying report at least annually, publish routine written communications, propose updates to the DEI+ strategic plan in conjunction with the organization's strategic plan to do so, and report to staff annually on its activities.

D. The DEI+ committee in collaboration with the Communications Director, and the Executive Team may develop or propose external messaging guidelines for staff around DEI+ matters, holidays, and events. The Executive Director will approve the final external messages representing Guardians' views, policies, and processes.

E. The DEI+ committee will host both voluntary and mandatory events, but attendance at all events is voluntary for staff whose identity is the subject of the event.

F. Funding for DEI+ activities is subject to budget availability, and may include conference attendance or network in spaces geared toward underrepresented groups in the field.

G. Union employees are free to create and participate in affinity groups that meet outside of working hours or during their lunch breaks.

H. Guardians and union members recognize that issues related to DEI+ do not always end with all parties agreeing. Members of the DEI+ committee will be held to the standards enumerated in the introductory paragraph of this article. Like with any committee, consistent disruptive behavior or inciting disruptive behavior that hinders the committee's work and creates a negative environment will lead to removal from the committee.

ARTICLE 11 – BULLETIN BOARDS AND DIGITAL SPACE

11.1. The Union shall be permitted space to place a bulletin board in break rooms on Guardians' property. The size and exact location of the bulletin boards in the break rooms will be determined by Guardians' management. Such bulletin boards are to be used exclusively by the Union. The Union may also offer an online Digital Bulletin Board hosted and managed solely by the Union on its own platform at its sole discretion. Bulletin board material shall normally include the following:

- A.** Notices of Union recreational and social affairs;
- B.** Notices of Union elections, appointments, and results of Union elections;
- C.** Notices of Union meetings, including an internal Guardians calendar;
- D.** Other factual notices, information and announcements concerning official business of the Union.

Such material shall be posted and/or removed only by an official Union representative or person designated by an official Union representative.

11.2 Guardians will state that the organization is a Union employer and will include an unlinked logo of WildEarth Workers in the footer of Guardians' organizational website.

ARTICLE 12 – OFFICE SPACE AND REMOTE WORK

12.1. Guardians values providing employees with flexibility and recognizes that employees may

require adaptable working environments in order to support their capacities and functioning and that some employees have different needs than others. While Guardians has the right to determine job descriptions and set job requirements, Guardians recognizes the rights of employees to make reasonable work arrangements, including office locations, work hours, work location, travel requirements, equipment, and other matters, except as explicitly described in Section 12.2 to Section 12.11 and elsewhere in this agreement.

A work arrangement shall be deemed unreasonable if it falls into the following categories:

- A work arrangement that makes it difficult or impossible to accomplish one or more job requirements;
- A work arrangement that makes management of teams, workloads, and deliverables difficult or impossible to accomplish; or
- A work arrangement that incurs unbudgeted expenses or substantially increases organizational costs.

12.2. WildEarth Guardians generally requires that employees work locally within one of the states in which it operates. An employee may request a temporary work arrangement from a remote location, within the United States, from their manager. Manager approval is required for the temporary arrangement. If the employee is requesting a permanent work relocation in a state where Guardians is not already established, then WildEarth Guardians will make a reasonable effort to explore establishing the ability to participate in state payroll taxes and other requirements for doing business within the state where the employee proposes to work, provided the work can be effectively carried out in that state.

12.3. With their manager's approval, employees may work on a short-term basis in a location outside of the United States, based on the visa requirements of the country they work from, at their own expense. It is the employee's responsibility to ensure they have reliable internet connectivity and a reasonably distraction-free workspace. Employees must be available during work hours to fulfill their essential duties. Such requests shall not be unreasonably denied.

12.4. Certain positions at WildEarth Guardians may have a job description that includes a requirement that the job be done in a particular location, including flexibility for travel as deemed necessary by the requirements of the job. Such location requirements - and travel expectations - shall be established at the time of hire or transfer. Any permanent change in location requirements that Guardians has determined is necessary for the job will be negotiated with the affected employee.

12.5. WildEarth Guardians maintains several office spaces throughout the West and, if office space is available in an existing office, will provide suitable and agreeable office space for employees. Employees may also work from home full-time or on a hybrid schedule, with prior

management approval and job requirements permitting. Employees working from home are responsible for ensuring that they have access to a reasonably distraction-free workspace with internet connectivity.

12.6. The availability of a dedicated office space for an employee in an existing WildEarth Guardians office will be dependent on how many days per month that local staff have committed to being in the office, the space and storage requirements for the positions held by local staff, and budget availability.

12.7. Upon hire, a new employee's primary working location and the number of days per week the employee expects to work from a local office will be specified and agreed to in their job offer letter. Existing employees may request a change from their manager to their primary working location or days-in-office commitments (e.g. upon the renegotiation of an expiring office lease).

12.8. WildEarth Guardians will provide employees with the equipment and materials that are necessary for the successful completion of their job duties and for meeting ergonomic and accommodation needs. Managers will be responsible for determining reasonable cost for such equipment and materials and will provide approval to employees prior to purchase. These items generally include the following:

- Laptop computer
- External monitor, keyboard, mouse, connection cables, and headphones (as needed)
- Desk and chair (as needed)
- Home internet reimbursement up to \$50/month for employees who work from home full-time
- Employees may use their personally-owned cell phones and their private plans. WildEarth Guardians will reimburse employees choosing this option up to \$50 per month for cell phone service plans; employees should follow the regular reimbursement process outlined
- Other necessary equipment, with manager approval

Except under extraordinary circumstances and with the Executive Director's approval, the organization will provide the above-listed equipment for the employee's use in either a WildEarth Guardians-provided office space or their home office.

12.9. It is the employee's responsibility to take proper care of all organization-issued equipment and materials. Managers should maintain appropriate records of organization property that has been issued to or purchased by/for the employees on their teams. All equipment, records, and materials provided by Guardians will remain Guardians property. Employees agree to return Guardians equipment, records, and materials upon request; however, employees may purchase

laptops that are five-or-more years old. Employees must return all organization property in their possession upon termination of employment or within five business days of written notice to employees, at Guardians' cost.

12.10. Guardians will provide reasonable equipment for work, including ergonomic and accommodation needs. If Guardians provides equipment for home use, employees agree to provide a secure location for Guardians-owned equipment. All Guardians equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement.

12.11. In the event of a computer malfunction, occasional slow internet, power outage, or other issue preventing the completion of work that is outside the control of the participating employees, wages will continue to be paid until the issue is resolved. Productivity impacts due to these events will not result in disciplinary action. Employees have the responsibility to alert, and keep updated, their supervisor as soon as possible on these issues. Employees are expected to make good faith efforts to fulfill their essential duties.

12.12. Pet-Friendly Workplace

WildEarth Guardians believes that pets can foster a friendlier and happier workplace. Employees may bring certain companion animals to work with them to a WildEarth Guardians office where allowed by the building owner or manager.

In order for an employee to bring their companion animal to work, the animal must:

- Be spayed/neutered and fully up-to-date on all vaccinations required by state law.
- Have no communicable infections or parasites (e.g. fleas).
- Be clean, well-groomed, and completely house-trained.
- Have no history of biting, excessive barking/noise, or aggressive behavior in the office.
- Be well-socialized and able to handle being around other people and animals.
- Be securely leashed, or otherwise controlled, when entering and exiting a Guardians office.

Office pets are usually well-behaved dogs and cats, but any companion animal that's well-trained and not potentially dangerous or disruptive may also be allowed with the approval of the Director of People & Operations. Reptiles and spiders/insects are not permitted at work.

Employees who bring a companion animal to work are fully responsible for its behavior, well-being, hygiene, and happiness the entire time they are in the office. Employees are legally and

financially responsible for any damage or injury caused by their companion animal, and are strongly encouraged to maintain homeowner's/renter's insurance that covers animal bites.

Additionally, employees who bring an animal to work are responsible for all of the following:

- Making sure their workspace is “pet-proofed” and safe for their animal.
- Immediately cleaning up after their animal if any accidents occur.
- Providing their own items/supplies to ensure the animal's safety and wellness (including leashes, crates, or gates to keep the animal securely in the employee's work area, as well as waste bags, toys, and food and water bowls).
- Being respectful of other employees, and ensuring that their animal's behavior does not interfere with other employees' comfort or ability to do their work.
- Keeping their companion animal with them and controlled throughout the day.
- Immediately taking the animal home at any time if its behavior or health makes it a distraction, nuisance, or danger to anyone else, or if asked to do so.

Pet owners should keep their animals away from office kitchens or areas where food is served or exposed, as well as away from the offices of colleagues with allergies or other concerns. Employees should never feed other employees' pets at work without prior authorization from the animal's caregiver.

On days when the companion animal is ill or when employees would be unable to fully manage their animal at the office due to work commitments, employees should leave their animal at home or utilize alternate pet care away from work.

If any employee has a medical, personal, or other issue with any of the animals in the office, they should contact the Director of People & Operations to discuss possible accommodations and/or solutions. If there is a possibility of a severe allergic reaction by an employee sharing an office with a pet owner, the accommodation would be for the pet to remain at home.

This policy does not prohibit service animals (animals trained to perform tasks for the benefit of a person with a disability) that are necessary as a reasonable accommodation. Service animals are always allowed to move freely with their owners.

ARTICLE 13 – WORKING HOURS, SCHEDULING, MEAL PERIODS AND REST BREAKS

13.1. Guardians Work Culture. Guardians is mission-driven and staff-oriented. Depending on work duties and goals, interaction needs, and employee preference, work schedules may vary so long as job duties and goals are being met.

13.2. Generally Expected Hours to Be Worked Per Week

Generally, the standard work week is, on average, 40 hours per week Monday through Friday. As outlined in Article 12, Guardians strives to promote a flexible work culture and recognizes that employees may require adaptable working environments.

Full-Time Exempt. Full-time, exempt employees should expect to work for the amount of time needed to complete their job duties each week, and the actual number of hours worked may fluctuate based on a variety of factors. This means that employees may work more or less than 40 hours per week when necessitated by their job duties or business needs (including short-term “busy seasons,” work travel, or major events/deadlines). Additionally, there will be no standing internal meetings on Fridays.

Non-Exempt. Non-Exempt employees will be compensated for overtime hours worked in accordance with federal and state law, up to and including overtime hours. Unless otherwise required by law in the employee’s state of residence, “Overtime” refers to any hours worked in excess of 40 hours in a single work week, and will be paid at 1.5 times the employee’s regular rate of pay. Non-Exempt employees must receive approval from their manager before working any overtime hours. Failure to obtain such approval will not result in a loss in otherwise-earned overtime, but may result in disciplinary action. Overtime should be recorded on the time sheet on the day on which the work was performed. Time paid (but not worked) for holidays or paid leave will not be included when computing the hours worked for overtime payment.

Part-Time. Part-time employees are expected to generally work the number of hours agreed upon when they were hired or that were specified in a subsequent, formal change in their expected hours worked per week. Such employees are not permitted to work more than the agreed upon hours nor more than eight hours per day without express prior approval from their supervisors.

13.3 Work Travel. When employees are required to travel for work assignments or training, their travel time shall be considered part of their working hours, according to U.S. Department of Labor guidance.

13.4. Legal Requirements. Nothing in this section alters Guardians's legal requirement to abide by federal, state and local laws and regulations governing work schedules and breaks.

ARTICLE 14 - NOTICE OF VOLUNTARY RESIGNATION

14.1. Resignation is a voluntary action initiated by the employee either through oral or written notification. An employee who decides to terminate their employment with Guardians is encouraged to provide Guardians with at least three weeks' advance written notice of the date that employment would end. Reasonable advance notice is critical for successful transitions at Guardians and employees who are voluntarily resigning are encouraged to maximize coordination with their supervisor, People & Operations staff, and other employees to assist the organization in accomplishing its mission during times of staff turnover.

14.2. If an employee provides such notice, Guardians at its discretion may end the employee's employment before the date the employee offered as their last day of employment. In that case, Guardians will pay the employee as if the employee's proposed last day were the last day of employment. Guardians may request the employee extend their notice, if possible. Employees who have given notice of resignation of their employment may not take floating holidays or PTO during their notice period.

14.3. In the event of notice of less than three weeks, Guardians, at its discretion, may end the employee's employment before the date the employee offered as their last day of employment. Guardians will pay the employee until the last work day.

14.4. Resigning employees will receive their final paycheck via direct deposit on the next regularly-scheduled payday, unless otherwise required by state law.

ARTICLE 15 – JOB TITLES

15.1 Titles and Classifications. All employees shall have a job title (“title”) and job classification (“classification”). “Job title” refers to employees’ formal work titles as maintained by the Director of People and Operations. Employees are assigned a job title at the time of hiring, which may later change to reflect job duties, description, and responsibilities, or due to changes in job description, promotion, program change, restructuring, etc. Such changes must occur through a process that includes input from the employee, review by the Director of People & Operations, and approval from both the supervisor and Executive Director. “Job classification” refers to the grouping of related job titles under a single name. Each job classification has a specific low-to-high salary range. Appendix A lists all employee titles, the classifications they fall under, and the classification pay ranges at the time this contract is executed.

15.2. New classifications. Guardians shall promptly notify the Union in writing of the hiring of an employee under any newly created classification. The notification shall include the title, classification, assigned work duties, the salary for the employee, the salary range for the classification, and an updated Appendix A.

15.3. Negotiating new classifications. The Union shall have the right, within 15 calendar days of receiving the notification of a newly created job classification, to initiate negotiations concerning the pay range of the new classification.

15.4 Promotion within a job classification. Employees in the “Advocate, Associate” or “Attorney, Associate” classifications shall advance respectively to the “Advocate” or “Attorney” classification within a maximum of three years of employment.

To promote career advancement and the accomplishment of Guardians' mission, Guardians may offer promotions or new job titles of any kind to employees without advertising such jobs either internally or externally. Such jobs may be accepted or rejected at the discretion of the employee without penalty of any kind.

To foster shared understanding of how promotion determinations are made, Guardians will include in the employee handbook various criteria that will be considered in offering promotions.

ARTICLE 16 – WAGES

16.1. Established Wages. Notwithstanding any perceived or actual conflict between this article and wages existing at the time this Agreement is executed, no employee shall suffer a wage reduction as a result of implementing this Agreement.

16.2. Job Titles by Classification. As described in Article 15, Appendix A lists all employee job titles at the time this Agreement is executed, the job classifications they fall under, and the pay ranges of each job classification. Guardians will provide the Union with an updated Appendix A when new job titles are added to a classification or when a new classification is created.

16.3. Starting Salaries. For current employees as of the signing of this agreement, starting salaries will be determined based on Appendix B or current salaries, whichever is higher. The starting salary of new employees, hired after the signing date of this agreement, shall fall within the pay range of their job classification in Appendix A, taking into account, inter alia, work duties, market conditions, previous experience, and work location cost of living (if required to work in a specific location). Part-time employees will be paid no less than the equivalent hourly rate.

16.4. Annual Increase Timing. All annual salary increases will be authorized by the end of the first quarter of each year at the latest and will be implemented retroactively to Jan. 1 of that year.

16.5. Annual Increases - 2026. Guardians will provide annual salary increases effective on Jan. 1, 2026. The salary increase shall be applied in the following way:

A cost-of-living adjustment of 2.8% for all employees employed on or before July 1 of the previous calendar year, which shall be distributed based on the formula in 17.6.

16.6. Annual Increases - 2027 and 2028. Guardians will provide annual salary increases effective on Jan. 1, 2027 and Jan. 1, 2028. The salary increase shall consist of:

A. A cost-of-living adjustment for all employees employed on or before July 1 of the previous calendar year. This increase will be determined nationally based on Bureau of Labor Statistics annual change data from the previous December, but in no case shall be less than 2% or more than 5%. The COLA shall be distributed to full-time employees using the following formula:

(Total Eligible Salaries x COLA %) / Number of Full-time Eligible Workers.

Part-time employees shall receive the same COLA percentage as full-time workers but shall not be included in the above COLA calculations.

B. 1.5% increase based on each employee's prior year salary for all employees employed on or before July 1 of the previous calendar year.

C. Merit raises for exceptionally performing employees at amounts to be determined by Guardians.

If Guardians determines that its financial condition makes it fiscally imprudent to provide the increases described in A or B, it will provide an explanatory report to the Union and will enter into bargaining with the Union to negotiate wage increases.

16.7. Interim Assignments. If an employee is assigned a formal interim role and/or temporarily takes over all or most of the work assignments of another staff member, the employee will receive a compensation increase during that time corresponding to the salary range of the job classification being temporarily filled, but in no case shall be paid less than their current salary. Upon completion of the interim assignment, the employee shall return to their prior salary, plus any salary increase they would have normally received during the interim period.

16.8. Pay Equity Review. Every two years, Guardians will conduct a review of employee salaries to determine if individuals, genders, or races are being paid equitably for doing similar work with similar experience and similar proficiency. Guardians will distribute the review to all employees and discuss it with the Union, and negotiate a plan to address any inequities.

ARTICLE 17 – FILLING OF VACANCIES AND PROMOTIONS

17.1. To provide career advancement opportunities to existing employees while attracting excellent job candidates needed to accomplish its mission, Guardians shall provide existing employees with an advanced opportunity to apply for open positions.

17.2. Guardians will fill vacancies and new positions according to a standardized, equitable, and transparent hiring process. Internal candidates for open positions will be offered the same salary range that would be posted on an external job posting.

17.3. Prior to externally posting a job, Guardians will allow all employees 7 calendar days to apply for the job. Job advertisements may be posted internally and externally after the 7-day period, if necessary. Job advertisements will not be externally posted until hiring decisions are made for all internal applicants. If there are no internal applicants, job advertisements will be externally posted after the close of the 7-day period.

The 7-day internal application period will commence with the Hiring Manager (HM) emailing the job advertisement to all employees. Any employee may apply for such a job by sending a cover letter explaining their interest, resume, and any other required application materials to the HM.

If an employee applies for the position during the 7-day internal application period, they will receive timely notice from the relevant HM of whether they will be moved forward for an interview.

If no internal applicant is hired, Guardians will externally post the job advertisement. All internal applicants who did not receive the job offer will be moved into the general applicant pool with external applicants. All internal applicants who do not receive a job offer will receive a letter from the HM explaining the decision.

17.4. Job Availability Notices will typically include the following:

- Title of position

- Brief description of duties
- Brief description of essential qualities, qualifications, skills, requirements and preferences
- Pay range
- List of benefits
- Availability timeline, which may be on a rolling basis
- Method to file application
- Location(s) of position
- Title of person the position reports to
- ADA, EEO and inclusion statements

ARTICLE 18 – PROBATIONARY PERIOD

18.1. All new employees shall be on probation for the first six months of their employment.

18.2. Performance Reviews, Check-ins and Discipline. Supervisors will meet with the probationary employee at or around the 30-day mark for a discussion, and between the 90-day and 180 day-tenure for performance reviews. Supervisors are expected to conduct regular one-on-one meetings as needed to advance the work and provide informal or formal feedback on performance. During their probationary period, employees may be disciplined, or terminated without cause. Employees in their probationary period are not eligible for arbitration provisions under Article 8.

ARTICLE 19 - EMPLOYEE RIGHTS

19.1. General Principles. Guardians is committed to ensuring that it remains a safe and welcoming place for all staff, contractors, volunteers, supporters, and their families regardless of gender, gender identity, sexual orientation, race, skin color, national origin, immigration status, veteran status, sex, disability, religion, or genetic information. Guardians shall provide employees with the protections described below.

As used throughout this Article, “workers” includes Guardians employees, contractors, and volunteers. “Immigration agent” or “agent” includes the Department of Homeland Security (“DHS”), and Immigration and Customs Enforcement (“ICE”).

19.2. Non-Disclosure of Employee Information. Guardians will enact policies that safeguard all employee information. Guardians shall not ask or report on immigration status or other confidential information unless strictly required by law.

Guardians shall enact and communicate policies and processes that ensure the protection of personal or confidential information for all employees.

19.3. Inspections, Investigations and Searches

Guardians shall comply with government agency subpoenas and warrants from agencies such as OSHA, EEOC, and local, state and federal law enforcement to conduct inspections and investigations to the extent required by law. Guardians will communicate with employees, advising them of their rights during such searches.

19.4. Protection of Rights During Workplace Immigration Enforcement.

Guardians shall comply with any immigration agency requests, including requests to enter Guardians-controlled premises or workplaces, to the extent required by law. Guardians will consult with an immigration attorney to determine the risks to employee and employer's rights for requests to enter premises by law enforcement with an administrative warrant.

- (a) Guardians staff shall require that any immigration agent strictly comply with all local, state, and federal legal requirements before the agent enters any Guardians-controlled premises or workplaces or is permitted to interrogate, search, or seize the person or property of any worker for the purpose of immigration enforcement.
- (b) Guardians staff shall not reveal to any immigration agent any names, addresses, or immigration status of any workers except pursuant to a valid warrant or subpoena signed by a federal judge.
- (c) Should any immigration agent demand access to Guardians premises or seek to obtain or review personnel records, Guardians staff present shall verify the agent's credentials, ask the agent why they are demanding access, and require a valid criminal warrant signed by a federal judge.
- (d) Guardians staff shall not admit any immigration agent to Guardians-controlled premises except pursuant to a valid warrant signed by a federal judge. Guardians staff shall not admit any immigration agent based on administrative warrant, ICE detainer, or other document issued by ICE.
- (e) Should any of the above occur, Guardians staff will immediately contact any member of the Executive Team. Guardians staff will provide the Executive Team with a written report of the events.

The union will be responsible for providing training for union staff. Guardians is indemnified should Guardians staff fail to take appropriate training pertaining to the above or fail to follow training instructions.

19.5. Advanced Notice of Inspections

Unless prohibited by the Notice of Inspection, Guardians will provide notice of federal inspection to employees as soon as possible after receiving a notice from the federal agency pursuant to state laws in which the organization has offices. Employees are prohibited from obstructing the audit.

19.6. Absence From Work Due to Arrest or Conviction

Making employment decisions solely based on an arrest or conviction can create an adverse impact on historically marginalized groups or jeopardize WildEarth Guardians' work (e.g. an employee who is arrested during a Guardians rally for a situation outside of their control). To comply with the EEOC's requirements and guidance, Guardians will consider the following factors when an employee is arrested outside of work hours: the nature of the alleged crime, the nature of the job, and the time elapsed. Arrests are not proof of criminal conduct. As such, Guardians will make employment and disciplinary decisions related to absence from work due to arrest based only on a conviction, if any, except as outlined in Section 19.6a, which allows for employment and disciplinary decisions based on the conduct underlying an arrest in specific instances.

An employee who is arrested may be suspended with or without pay while the conduct for which they were arrested is investigated or while the matter works its way through the legal system; if the employee is suspended without pay for an arrest that does not result in a conviction, the employee shall receive back pay.

Guardians may use (a) record(s) of a criminal conviction to determine that an employee has engaged in particular conduct that warrants employment action. The Executive Director and the Director of People & Operations must be notified within five days of an employee's conviction. After receiving notice of such a conviction, the organization will take appropriate action, which could include disciplinary action up to and including termination of employment. An employee may be terminated for conduct leading to a conviction only as long as the conduct for which the employee was arrested is relevant and makes the employee unfit for the position, taking into account the nature of the alleged crime, the nature of the job, and the time elapsed.

Guardians shall not discipline or discharge an employee who is prevented from working for up to 90 days due to arrest, detention, or incarceration, or temporary national expulsion due to citizenship, visa, or immigration status.

Guardians shall inform the Union of any detainment of Union employees, should they have that knowledge. The Union shall inform Guardians of any detainment of Union employees, should they have that knowledge.

19.6.a. The previous section shall not apply if the law-enforcement action is based on or related to violent crimes, hate crimes, gender-based crimes, or other actions Guardians reasonably believes may jeopardize the safety of its workers or organizational integrity.

19.7. Rectifying Documentation Problems.

At Time of Hire

If a new hire's identity and/or work authorization documents have been lost, stolen, or damaged, the employee must provide a receipt proving they have applied for a replacement, updated or corrected documents at the time of hire or within 3 business days of hire. If the receipt is provided within that 3 business days window, Guardians shall allow 90 days from the date of the receipt for the employee to provide the rectified document, except as required by law.

If the employee does not provide a receipt proving they have applied for a replacement, updated or corrected documents, documents establishing identity and/or work authorization governmental immigration document, due to loss, theft, or damage of the original during the 3 business-day window, the employee will be terminated. If the employee does not provide the required documents within the 90 days allotted, the employee will be terminated.

After Hire

After initial hire, if a governmental agency or agent informs Guardians that an employee does not appear to be legally authorized for employment due to documentation that is missing or deficient, Guardians shall provide the employee no longer than 5 business days to provide the missing documentation, rectify the deficiency, or provide a receipt as described below. The employee will not be allowed to work during the 5 business days but shall be paid for this time as normal. If the employee does not provide the missing documents, rectify the deficiency, or provide a receipt showing that they are attempting to do so, the employee will be terminated. Once the employee provides the missing documentation or proof that they are attempting to obtain it, the employee shall return to work.

If the employee does not provide a receipt proving they have applied for a replacement, updated or corrected documents, documents establishing identity and/or work authorization governmental immigration document, due to loss, theft, or damage of the original during the 5 business days, the employee will be terminated. If the employee does not rectify the documents within the 90 days allotted, the employee will be terminated.

19.8. Verification and Re-Verification of Work Authorization. Guardians shall conduct employee verification of documents that establish identity and authorization to work within 3 business days of a new hire's start date, according to federal law. Guardians shall maintain and audit employee I-9 forms and supporting documents in a file separate from other personnel records. Guardians has the authority to designate anyone as the authorized representative to handle the verification process. Guardians will provide I-9 verification training for designated representatives, if the representatives have not had prior training. Guardians will verify work authorization for rehired employees after the I-9 retention period.

19.9. Corrections to Records. If an employee notifies Guardians of a change in their legal name or social security number, the employee must provide proof of change to Guardians as required by law. Consequently, Guardians will update its records, unless Guardians has substantial reason to believe the request is illegitimate or in the service of actual or intended illegal actions.

19.10. Social Security "No-Match" Letters. If Guardians receives notice from the Social Security Administration that an employee's name or social security number reported on the Wage and Tax Statements (Form W-2) do not agree with its records, Guardians shall provide the notice to the employee as soon as possible.

19.11. Language Accessibility. Workers may use the language of their choice among themselves. For employees with limited English proficiency, Guardians shall provide, when relevant, discipline and discharge documents and proceedings in a language they are proficient in. Guardians will provide reasonable accommodations for individuals with accessibility needs, including limited English proficiency or language disabilities, for meetings and work-related events.

19.12. Court Proceedings. Guardians has provided employees with PTO, family leave, personal leaves, floating holidays, etc. to cover employees' time off. Employees can use available PTO for court proceedings, including but not limited to testifying as a witness, divorce, or establishing U.S. citizenship or right to reside and work in the United States. Guardians may request verification of the reason for such absence according to its PTO policies and processes.

19.13. Non-Coercion. Guardians shall not coerce employees or engage in quid pro quo to change employment terms and conditions (hiring, promotion, termination, etc.).

19.14. Compliance With State and Federal Laws. Nothing in this Article shall require Guardians to violate local, state, or federal law.

ARTICLE 20 – PERFORMANCE EVALUATIONS

20.1. Performance Evaluations.

- A. Guardians will aim to conduct annual employee performance evaluations within 30 (thirty) days following the end of the fiscal year. However, the timing and frequency of performance evaluations may vary depending upon factors relevant to appropriate evaluation, including an employee's length of service, job position, past performance, changes in job duties, or recurring performance problems. For employees with greater than one year of service, Guardians will conduct performance evaluations no later than 60 (sixty) days following the end of the fiscal year. All performance evaluations will be retained by the People & Operations department.
- B. Performance evaluations, with the exception of self-evaluation content, can be modified by the supervisor within 15 days following the review discussion and with notification to the employee.
- C. An interim supervisor who reviews the employee's performance evaluation in their capacity as supervisor will maintain confidentiality during and after the interim period.

20.2. Supervisor Performance Feedback.

- A. As part of the annual performance process, Guardians commits to soliciting employee feedback of their supervisor.
- B. The employee feedback on supervisor performance will be reviewed by the supervisor's supervisor and the Director of People and Operations.
- C. The upper-level supervisor will consider feedback and may use it as a basis for performance evaluation, coaching, training, follow-up action, and/or discipline.

ARTICLE 21 – DISCIPLINE AND DISCHARGE

21.1. No employee shall be subject to discipline or discharge except for just cause.

21.2. The Parties agree to the use of progressive discipline when appropriate in Guardians' discretion, to address issues such as poor work performance or misconduct, and to improve and prevent a recurrence of undesirable behavior and/or performance issues.

21.3. The following outlines the progressive discipline process:

- **Verbal warning:** A manager verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.

- **Written warning:** Written warnings are used for behavior, performance, or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior, performance, or violations. Written warnings are placed in an employee's personnel file.
- **Final written warning:** A final written warning may be issued for performance or conduct Guardians finds particularly egregious in its sole discretion, or where a verbal or written warning has failed to change unacceptable behavior, performance, or violations.
- **Discharge:** Employees may be discharged if the progressive steps described above fail to correct the performance or conduct issue being addressed.

21.4. Guardians may repeat or skip steps in this process depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are the severity of the conduct; whether the offense is repeated despite corrective or proactive actions; the employee's work record and ability to meet expectations and standards, and follow instructions; and the impact the conduct and performance issues have on the organization.

21.5. An employee may be terminated immediately for serious offenses including, but not limited to theft, embezzlement, falsification of records, violence, or no-call/no-show for three or more consecutive dates subject to justification provided on behalf of the employee.

21.6. Employees shall have the right, but must request, that a union representative be present at any discussion with Guardians which the employee reasonably believes may result in disciplinary action. When reasonably possible, an employee shall be given reasonable advance notice when such discussion is scheduled, and the employee shall be informed of the nature of the complaint against them. If a request for a union representative is made, the discussion shall not proceed until the union representative is given a reasonable opportunity to be present. The Union and Guardians agree that it is reasonable for the union representative to be available within one (1) day of the employee's request for a union representative to be present. In the event that a lack of an available representative delays the meeting, Guardians may direct the employee to cease work with pay until the meeting is held.

21.7. Personal Improvement Plans (PIPs) may be used in conjunction with a verbal, written or final warning at Guardians' discretion.

21.8. Nothing in this article prohibits an employee from utilizing their right to file a grievance, as outlined in Article 8.

ARTICLE 22 – PERSONNEL RECORDS

22.1. Upon written request to the Director of People and Operations, an employee’s personnel records kept by the Director of People and Operations shall be made available to the employee within 5 business days for their inspection. Guardians shall follow applicable state law as to what constitutes “personnel records” or “personnel files.” For any state that does not define what an employee’s personnel file contains, Guardians will follow Colorado law.

22.2. Employees will be notified when a reprimand or inadequate performance record is entered into their personnel file. Employees may submit a written comment to be entered into their personnel file.

ARTICLE 23 – PERFORMANCE IMPROVEMENT PLANS

23.1. Performance Improvement Plans.

A. In the event an employee demonstrates performance below expectations, the employee’s supervisor should first give direct feedback, either by email or in one-on-one meetings, as recorded in meeting notes.

B. If performance remains below expectations and the supervisor has met with the employee to discuss this, the supervisor may establish a Performance Improvement Plan (PIP) to closely manage performance and correct identified problems through a performance improvement process. PIPs are the strongly preferred corrective action for supervisors unless there are severe performance issues or behavior that threatens the safety, culture, and function of the organization.

C. The PIP shall be created by the supervisor and reviewed by the Director of People and Operations or their delegate and reviewed with the employee to inform the employee of reasonable performance improvement expectations, subject in all instances to ultimate determination by Guardians.

D. The PIP format shall be standardized and provided by the Director of People and Operations or their delegate and accessible to employees upon request.

E. The employee may bring an available Union representative to the meeting in which the PIP is delivered. The absence of a specific Union representative shall not delay the PIP meeting. PIPs will last for a predetermined amount of time with a minimum of 30 calendar days for the employee to demonstrate improvement, and the supervisor shall make reasonable efforts to have check-ins every 14 calendar days to monitor progress and facilitate feedback. An employee can be taken off a PIP at any time if their supervisor feels they have made adequate adjustments to their work performance.

F. A copy of the Performance Improvement Plan and its outcomes will be retained in the employee's personnel file.

G. If a supervisor leaves in the middle of a PIP, the PIP will continue and the new supervisor will monitor the performance under the PIP requirements. The supervisor's supervisor, with review by the Director of People and Operations or their delegate, will determine the outcome.

H. In the event that an employee takes sick or family medical leave, in accordance with the employer's policies and applicable federal, state or local laws, during a PIP period, the leave time shall not be counted against the PIP period.

I. Guardians reserves the right to request medical certification from a healthcare provider after an absence of four or more days of sick, family, or medical leave and in accordance with Guardians policy. Guardians reserves the right to verify the need and duration of a leave request of four or more days.

J. Should Guardians' or the federal, state, or local sick or family medical leaves be misused, the employee may be disciplined up to and including discharge.

K. Employees are only permitted to use pre-approved vacation time during the PIP period.

23.2. PIP Outcomes

A meeting will be scheduled to culminate the PIP in which the employee may bring an available Union representative to the meeting. The absence of a specific Union representative shall not delay the PIP culmination meeting.

In the event that a PIP is completed to the satisfaction of the supervisor, the supervisor's supervisor, or the Director of People & Operations, the employee's personnel file shall be updated to reflect satisfactory completion of the PIP.

In the event that a PIP is not completed to the full satisfaction of Guardians, the employee may be disciplined up to and including discharge. Nothing in this article prohibits an employee from utilizing their right to file a grievance, as outlined in Article 8.

ARTICLE 24 – TRAINING AND PROFESSIONAL DEVELOPMENT

24.1. Guardians will develop and communicate a leadership and professional development philosophy. Guardians recognizes that all staff, regardless of job title or level of authority, can and should exercise leadership, in addition to having access to professional growth opportunities in their roles. Guardians encourages ongoing professional training because it advances Guardians' mission by developing currently needed or desirable skills or those that may be needed in future Guardians duties. Employees and supervisors are encouraged to discuss required and desired skills and career goals, and to plan for trainings relevant to organizational objectives.

24.2. Guardians may require employees to obtain professional and leadership skills trainings. Guardians will consider employee requests for training, education, conference attendance, or other professional development that is specific and relevant to their current or anticipated Guardians work duties.

24.3. Guardians will provide paid time and expenses for management-approved trainings, per management's discretion, given budget opportunities. Such expenses do not include college tuition toward completion of a degree or college certification programs; annual association fees; tuition reimbursement; or subscription fees. Such expenses may include:

- In-house training for new and continuing employees
- Continuing education required to maintain such licenses and certifications
- Professional training/education, including continuing education courses taught by a university or college, to improve relevant skills for the employee's current job or anticipated responsibilities as determined by management
- Leadership and professional development for courses in English as a second language

24.4. Upon approval and per budget opportunities, Guardians will renew professional licenses or certifications required for work (e.g. state bars, CPA, SHRM, etc.).

24.5. Training, leadership, and professional development programs shall be transparent and maintained in a place readily available to all staff.

ARTICLE 25 – HOLIDAYS AND PERSONAL DAYS

25.1. All employees shall receive 26 paid holidays per calendar year. There are two types of holidays: (1) officially designated holidays, which are specific days when all offices are closed and staff are not working, and (2) “floating” holidays, which can be individualized to be inclusive of employees’ varying cultures, religions, interests, and needs.

Time off, including holidays, is applicable to all Guardians’ employees and fellows. Regular full-time and part-time employees are eligible for holiday pay immediately upon hire. Non-employee contractors are not eligible for holiday pay. All holidays shall be paid at the regular full-time or part-time employee’s salary rate.

25.2. Employees will be paid for the following official holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Indigenous Peoples’ Day (2nd Monday in October)
- Days of Remembrance ("Thanksgiving Day" and the day after) (4th Thursday & Friday in November)
- Christmas Day (may be substituted for another recognized religious holiday) (December 25)

25.3. When holidays fall or are celebrated on a regular workday, eligible employees will receive one day's pay at their regular rate. Eligible employees who are called in to work on a holiday will receive one day's pay at their regular rate, and an additional payment for the actual time they work that day.

25.4. Floating Holidays: all full-time and part-time employees may take their remaining 15 floating holidays at any time during the calendar year. These days may be taken all at once or they may be taken sporadically throughout the year. Employees should work with their managers to get approval to take a floating holiday no less than one week in advance of that date. Unused floating holidays do not accrue and must be taken by December 31 unless approved in advance on a limited case-by-case basis. The number of floating holidays given to new hires during their first year are prorated based on their start date, according to the following schedule:

Start Date	# of Floating Holidays
Jan, Feb, Mar	15
Apr, May, Jun	12
Jul, Aug, Sept	9
Oct, Nov	4
Dec	2

25.5. Holiday pay will not be granted if a holiday occurs during an unpaid leave of absence or any other unpaid time off.

25.6. Any holiday that falls on a weekend will be observed on either Friday or Monday, whichever is closer, or which is federally recognized.

ARTICLE 26 – PERSONAL TIME OFF

26.1. Personal Time Off (PTO, or sometimes referred to as “Vacation” time) is available to all full-time and part-time employees; it may be used for vacation or any other personal absence from work. All scheduled absences, including vacation, must have prior manager approval.

PTO accrual amounts are based on the employee’s length of service. PTO accruals for part-time employees (and full-time employees in their first or last month of employment) are prorated based on the employee’s regular work schedule and hours.

Length of Employment	PTO Accrual Rate	PTO Accrual Rate (Prorated)
Less than 2 years	10 hours per month	1 hour of PTO for every 17.33 hours worked
2 to less than 6 years	13.33 hours per month	1 hour of PTO for every 13 hours worked

6+ years	16.67 hours per month	1 hour of PTO for every 10.4 hours worked

26.2. PTO may be accrued up to a maximum of 200 hours, after which PTO stops accruing until an employee uses PTO and brings their balance below 200 hours. Employees are strongly encouraged to use their PTO regularly; managers are responsible for making it possible for employees to take time away from work and for encouraging them to do so.

26.3. Employees should exercise their best judgment when requesting time off. If vacation is requested during a particularly busy time, or at a time when others have already requested time off, employees may need to postpone or alter vacations. Employees seeking 5+ consecutive working days off should submit their request to their manager at least 30 days in advance; employees seeking 10+ consecutive working days off should submit their request at least 60 days in advance.

26.4. Employees taking any *planned* leave of absence of more than 2 weeks (including extended vacations) must submit a written work plan to cover their duties in their absence. This work plan may include work postponement, requesting support from others, and/or contractor support. All other employees whose work duties will be affected by the employee’s leave must have a copy of the approved/finalized work plan at least 30 days before the employee begins their leave. The employee’s manager is responsible for ensuring that the work plan is followed in their absence. Upon the employee’s return from their leave of absence, their manager is also responsible for having a written plan to ensure that the employee is able to ease back into their regular job duties at a reasonable rate. Employees should not be expected to face high amounts of work buildup, deadlines, or stress in the first 1-2 weeks following a leave of absence.

26.5. All employees may use vacation in one-hour increments. Accrued, unused vacation is paid out upon separation. Employees not in their probationary period may advance up to 10 vacation days. Advanced but unaccrued vacation will be deducted from the final paycheck to the extent permitted by law.

26.6. Supervisors will check-in with their employees as needed to identify and make best efforts to address any obstacles to taking vacation.

ARTICLE 27 – SICK LEAVE

27.1. All WildEarth Guardians employees are eligible to take sick leave beginning on their first day of employment. Employees may use sick leave for personal illness, medical or dental appointments, illness of immediate family members or companion animals, and for any other reason provided under applicable state laws mandating paid sick leave, including (if applicable) leave resulting from a declared public health emergency. Sick leave may not be used as vacation time.

27.2. Additionally, sick days may be taken if:

A. An employee experiences menstrual symptoms that interfere with their ability to perform work tasks.

B. An employee, their child or member of their household is a victim of domestic violence, sexual abuse or stalking and the employee wishes to:

- Obtain a temporary restraining order, restraining order or other injunctive relief;
- Help ensure the health, safety or welfare of themselves, their child or others in their household;
- Seek medical attention for injuries caused by domestic violence, sexual abuse or stalking;
- Obtain help from a domestic violence shelter, rape crisis center or any other similarly focused program or organization;
- Obtain psychological counseling related to an experience of domestic violence, sexual abuse or stalking; or
- Participate in safety planning or take other actions to protect themselves, their children or others in their household from future domestic violence, sexual abuse or stalking, including temporary or permanent relocation.

27.3. Full-time employees accrue sick leave at the rate of 8 hours per month, which is added to the employee's sick leave total at the beginning of the month. Part-time employees (and full-time employees in their first or last month of employment) accrue sick leave at a rate of one hour of leave per 21.67 hours worked. Sick leave may be accrued up to a maximum of 160 hours, after which sick leave stops accruing until an employee uses sick leave for a qualifying reason and brings his or her sick leave balance to below 160 hours.

27.4. All employees begin to accrue paid sick leave when employment with WildEarth Guardians begins, and may use accrued sick leave as it is accrued. Unless otherwise required by state law, paid sick leave may be used in half-hour increments. Employees using paid sick leave

receive pay at the same rate and with the same benefits that they normally earn during hours worked, not including overtime, bonuses, or holiday pay.

27.5. When the need for paid sick leave is foreseeable, employees should make reasonable efforts to notify WildEarth Guardians of the need for sick leave and when sick leave will be taken ahead of the sick leave period, but WildEarth Guardians will not deny paid sick leave based on the employee's failure to provide notice of the foreseeable paid sick leave. Employees may otherwise take paid sick leave upon request, which may be made in writing, verbally, electronically, or by any other means and, whenever possible, should include the expected duration of the absence.

27.6. For absences of more than four consecutive work days, WildEarth Guardians reserves the right to request reasonable documentation to ensure that the leave is being taken for legitimate, sick leave-related purposes. However, under no circumstances will WildEarth Guardians retaliate against any employee for using accrued and unused paid sick leave for legitimate purposes consistent with this policy and applicable state laws.

27.7. All paid sick leave under this policy is intended to run concurrently with - not in addition to - any state law family and medical leave entitlements (paid or unpaid), whenever possible, subject to the coordination of benefits requirements.

27.8. In the event of a "Public Health Emergency" ("PHE"), Guardians will follow each state's required sick leave and provide additional sick leave of 40 hours, regardless of how much time paid sick leave the employee has accrued. For part-time employees, PHE leave allotments will be prorated.

27.9. Employees who are leaving WildEarth Guardians will not receive a payout of unused sick leave. Departing employees who have a negative balance of sick leave will have the equivalent amount deducted from their final paycheck, provided that such deduction shall not result in payment of a final paycheck at an hourly rate below federal minimum wage.

ARTICLE 28 – PERSONAL LEAVE(S)

28.1. Bereavement Leave. Bereavement leave is a type of time off given to employees when a member of their family, a companion animal, or a close friend dies. This type of leave is intended to give employees time to manage the emotions and logistics around a death, such as organizing and attending a funeral, resolving matters of inheritance, fulfilling family obligations, and grieving.

Employees are permitted to take up to 10 days of paid leave per death. Employees wishing to extend their Bereavement Leave may use their own accrued PTO or Sick Leave. WildEarth Guardians recognizes there will be certain circumstances unique to individual employees where additional Bereavement Leave may be needed. In these circumstances, additional Bereavement Leave may be approved by the Director of People and Operations.

Bereavement Leave may be taken all at once, intermittently, or in a combination of both, depending on the needs of the employee's specific situation. Employees who need to take bereavement leave should inform their manager and the Director of People & Operations as soon as possible.

28.2. Family and Medical Leave. All full-time and part-time employees who have worked at Guardians for at least 12 months are eligible to take paid Family & Medical Leave for certain qualifying events. In extraordinary circumstances, Family & Medical Leave may be approved for employees who have worked at Guardians for less than 12 months by the Executive Director in consultation with the Director of People & Operations. Temporary employees, contract workers, and interns are not eligible to receive paid Family & Medical Leave.

Eligible employees can take Family & Medical Leave for any of the following qualifying events:

- to care for a new child in their family, including adopted and fostered children
- to care for a family member who has a serious health condition or who is recovering from a medical procedure
- to recover from their own* serious health condition or medical procedure

The term "family member" includes parents, spouses (including same-sex marriages), children of any age, siblings, grandchildren, grandparents, and other persons to whom the employee is related by blood, adoption, legal custody, marriage, civil union, or domestic partnership.

Guardians will provide eligible employees with up to 12 weeks of paid Family & Medical Leave per qualifying event, per consecutive 12-month period. Employees may also extend their Family & Medical Leave by using their own accrued PTO or Sick Leave, or as otherwise provided by state law.

Paid and unpaid Family & Medical Leave for a qualifying event may be taken all at once, intermittently, or in a combination of both, depending on the needs of the employee's specific situation.

***Note:** Full-time employees who need to take Family & Medical Leave due to their own serious health condition or injury are covered under Guardians' Short-Term Disability insurance plan, which covers 60% of the employee's salary for up to 11 weeks. Guardians will provide

employees with a supplemental benefit of the other 40% of their salary for the first 8 weeks of Short-Term Disability leave.

Guardians complies with state-funded Paid Family & Medical Leave program rules in all states where required by law. Employees who qualify for benefits under a state-funded Paid Family & Medical Leave (PFML) program in their state of residence may receive those benefits in coordination with (and not in addition to) benefits provided under Guardians' paid Family & Medical Leave benefit. Under no circumstances will Guardians impose any conditions or restrictions on paid family & medical leave that conflict with an employee's state-funded PFML program or impose greater burdens or obstacles on employees' ability to take paid leave than those described in their state's PFML program.

Employees taking any planned leave of absence of more than 2 weeks (including planned Family & Medical Leave) must submit a written work plan to cover their duties in their absence. This work plan may include work postponement, requesting support from others, and/or contractor support. All other employees whose work duties will be affected by the employee's leave must have a copy of the approved/finalized work plan at least 30 days before the employee begins their leave. The employee's manager is responsible for ensuring that the work plan is followed in their absence. Upon the employee's return from their leave of absence, their manager is also responsible for having a written plan to ensure that the employee is able to ease back into their regular job duties at a reasonable rate. Employees should not be expected to face high amounts of work buildup, deadlines, or stress in the first 1-2 weeks following a leave of absence. Additionally, managers should be aware of the potential impacts of extended leaves of absence on things like goal-setting and annual plans, and make adjustments accordingly.

The US Family and Medical Leave Act (FMLA) entitles eligible employees of employers with 50 or more employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. FMLA Leave may be taken all at once, intermittently, or in a combination of both, depending on the needs of the employee's specific situation. Guardians is committed to meeting or exceeding the minimum expectations outlined by the FMLA for all employees, notwithstanding that the organization is currently exempt from federal FMLA laws. For more information about FMLA, visit the Department of Labor's [FMLA website](#) or contact the Director of People & Operations.

28.3. Sabbatical Leave. All full-time WildEarth Guardians employees in good standing are eligible for a paid sabbatical leave of 10 weeks at full salary and benefits after every 5 full years (60 months) of consecutive full-time employment. The purposes of this benefit are:

- to give employees an opportunity to step away and recharge, so they can return with an energized recommitment to WildEarth Guardians' work and mission

- to give employees an opportunity to focus on personal and professional goals
- to motivate employees to continue their careers at WildEarth Guardians

Sabbatical leave is a benefit of employment at WildEarth Guardians for all employees in good standing. Employees may be asked to delay their sabbatical leave if they are failing to meet the expectations of their job as outlined in their position description, or if they have significant or ongoing documented work performance issues.

Employees may request their sabbatical leave after completing 5 years of full time employment, which may be taken at any time during the following 18 months after the employee submits proper notice (see below). With manager approval, an employee may defer their sabbatical leave, but absent Family or Medical Leave reasons, employees should work with managers so that their date preferences do not conflict with other employee's sabbatical leave dates. In the event that this is not possible, employees who have overlapping sabbatical leave dates that cannot be reconciled should get permission from the Executive Director. If work reasons or Family and Medical Leave make it infeasible for an employee to take their sabbatical leave within 18 months after their hire date, an appropriate anniversary date to begin the new eligibility accrual may be established with the approval of their manager and the Executive Director.

To realize its full purposes, an employee should take all 10 weeks of sabbatical leave at one time, but if work or Family and Medical Leave reasons make doing so infeasible, the employee and their manager will identify alternative sabbatical leave dates of two 5 week blocks to be taken within 18 months after their 5 year anniversary date. During an employee's sabbatical leave, PTO and all other types of paid leave accrue normally. PTO that had been accrued before the start of an employee's sabbatical leave may be added to extend the length of the sabbatical with the approval of the employee's supervisor and the Executive Director.

All sabbatical requests must be submitted in writing and approved by the employee's supervisor and the Executive Director. Employees must submit their requests at least 3 months in advance, but should endeavor to begin discussions around sabbatical dates as early as possible with their supervisor.

An employee's written request for sabbatical leave should include:

- the proposed dates of the sabbatical leave (including any additional requested PTO)
- an outline of essential work/program needs during the proposed sabbatical dates, and the availability of replacement personnel for essential job duties, if applicable
- a commitment to returning to WildEarth Guardians with renewed energy and purpose for achieving the organization's goals and mission

When approving sabbatical leave, managers and the Executive Director should consider the

work/program needs, the effect on the budget, and whether any other employees have already received approval to take sabbatical leave during that same time period. Guardians should not expect all of the employee's work to be covered during their sabbatical leave, and it is the managers' responsibility to ensure essential work/program needs are met during the employee's absence according to an approved work plan. If such needs cannot be met by Guardians, the employee and manager will mutually agree on an alternative sabbatical leave period and an alternative eligibility accrual date.

Employees will work with their manager to write a work plan describing how Guardians will meet essential work/program needs outlined in the employee's sabbatical leave request. This work plan may include identifying who within Guardians will complete essential work duties, and/or contractor support. All other employees whose work duties will be affected by the employee's leave must have a copy of the approved/finalized work plan at least 30 days before the employee begins their leave. Upon the employee's return from their leave of absence, their manager is also responsible for having a written plan to ensure that the employee is able to ease back into their regular job duties at a reasonable rate. Employees should not be expected to face high amounts of work buildup, deadlines, or stress in the first 1-2 weeks following a leave of absence. Additionally, managers should be aware of the potential impacts of extended leaves of absence on things like goal-setting and annual plans, and make adjustments accordingly.

Part-time employees are not eligible for the sabbatical leave benefit. Full-time employees who formerly held part-time positions at WildEarth Guardians may count their consecutive part-time work toward their eligibility for a paid sabbatical on a prorated basis. 5 years of full-time employment is equivalent to a total of 10,400 working hours; formerly part-time employees may count their part-time hours worked toward that total. Any employees with non-consecutive employment begin their eligibility accrual for sabbatical leave on their most recent hire/start date.

28.4. Guardians may not materially reduce leave benefits provided by the Employee Handbook without first bargaining with the Union.

ARTICLE 29 – CIVIC OBLIGATIONS

29.1. Jury Duty. An employee required to report for jury duty or appear in court as a witness shall be excused from work and paid at their regular rate for their period of service. Employees must notify their supervisor as soon as they are summoned for jury or witness duty and submit verification of their service to the Director of People and Operations.

Employees shall inform management of the expected length of jury witness duty. An employee excused from court with four or more work hours left in the day may take the rest of that day off if circumstances require. If other accommodations need to be made, the employee will discuss those with their supervisor. Under no circumstances shall Guardians discipline, retaliate against, or otherwise punish an employee for taking jury/witness duty leave under this policy.

29.2. Voting. All WildEarth Guardians employees are encouraged to vote in all federal, state, and local elections. If an employee lacks sufficient time outside of working hours to vote in an election, the employee should let their managers know in advance, and may coordinate with their manager to take off enough time to vote to be paid at their regular rate of pay. The employee and manager should make an effort to reschedule/reprioritize any work conflicts to allow for voting time. This time should be taken at the beginning or end of the regular work schedule.

29.3. Military Leave. Any employee who is a member of a military reserve component and has a military training obligation shall be granted the amount of unpaid leave allowed by applicable law each calendar year when ordered to active duty. Any additional Military Leave time requests will be considered by the Director of People and Operations. The employee should submit copies of military orders to the Director of People and Operations as soon as possible. Guardians also adheres to applicable state and federal laws pertaining to military and military family leave, including the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA), which provides enhanced leave rights and job protections for employees absent for military duty. USERRA prohibits discrimination in employment and retaliation against any person who was, is, or applies to be a member of a uniformed service, or who has an obligation to perform service in a uniformed service.

ARTICLE 30 – HEALTH AND MEDICAL BENEFITS

30.1. Guardians believes that it is important for people to have access to healthcare. Newly hired employees have 30 days from their start date to enroll in the benefits plans. Current employees must enroll during the applicable open enrollment period, unless a qualifying life event occurs that allows them to enroll at that moment. Unless otherwise stated below, Guardians covers 100% of benefits costs for all full-time employees. Regular, part-time employees may be eligible for certain pro-rated benefits, subject to the terms, conditions, and limitations of each benefit program.

30.2. Health, Dental, and Vision Insurance. Guardians will provide the following during the term of this Agreement:

A. Guardians will provide medical, dental and vision care benefits to all full-time employees as defined in this Agreement.

B. For employee-only medical insurance, Guardians will pay 100% of the premium.

C. Guardians will pay 100% of dental and vision insurance premiums for full-time employees.

30.3. Except in the case of a Qualifying Life Event (marriage/divorce, birth/adoption/death of a family member, job change, etc.), employees may only make changes to their Health and Dental Insurance plans during the Open Enrollment period, usually around the start of each year. In the case of a Qualifying Life Event, employees should contact the Director of People and Operations to make changes to their insurance plans.

30.4. Employee Assistance Program. Guardians will continue to provide the Employee Assistance Program, which offers qualified counselors to help employees (and anyone living at their address) cope with personal problems. Further details can be obtained through the Director of People and Operations.

30.5. Other Benefits. All full-time WildEarth Guardians Employees are automatically enrolled in the organization's Short-Term Disability, Long-Term Disability, Life, and AD&D plan.

The organization and employees are often given [discounts or perks](#) from other companies or organizations that support WildEarth Guardians' work and mission. The discounts are a privilege and are not guaranteed; employees should follow any special instructions the company may require (e.g. keeping a discount code confidential).

Guardians will provide the following during the term of this Agreement:

A. Premiums. Guardians will pay 100% of monthly premiums for eligible employees for short-term disability, long-term disability, and life insurance. Employees must apply for state disability benefits as soon as they are unable to work.

B. Short-Term Disability Insurance. Guardians will supplement any short-term disability insurance or state wage replacement (if applicable) such that employees will receive 100% of their normal wages while on disability leave for up to 12 weeks.

C. Long-Term Disability Insurance. Guardians will retain its current long-term disability insurance coverage during the life of this agreement, which pays 66.6% of the employee's wage during long-term disability leave.

D. Life Insurance and Accidental, Death and Dismemberment Insurance (AD&D).

Guardians will continue to provide a minimum \$50,000 basic life and AD&D insurance to eligible employees. Employees may purchase voluntary buy-up options for themselves and eligible family members.

30.6. Vacation Time Donations. At the discretion of Guardians, bargaining unit employees may donate unused vacation time to other bargaining unit employees for a catastrophic illness (e.g., heart attack, stroke, cancer, or other chronic illness).

30.7. Benefit Changes During the Agreement Term. The benefits described above may change during the term of this Agreement due to annual policy negotiations, switching of providers, and/or the need to comply with mandatory laws and regulations. The decision to change providers will be solely at the discretion of Guardians. The decision to improve or non-materially reduce benefits will be solely at the discretion of Guardians. Material reductions in benefits will be subject to bargaining over the effects. All benefit changes, whether material or not, will apply equally to bargaining unit and non-bargaining unit staff.

ARTICLE 31 – RETIREMENT AND SAVINGS BENEFITS

31.1. 403(b) Retirement Savings Plan.

WildEarth Guardians full-time and part-time employees may be eligible to participate in the 403(b) retirement plan and may contribute as much or as little of their income as they prefer, up to any annual limits set forth by law. WildEarth Guardians will match employees' actual contributions, up to 3% of an employee's salary after the employee's first six months of employment with WildEarth Guardians.

Payday for all exempt employees is semi-monthly (24 pay periods per year) as detailed in the Payroll Calendar; all 403(b) contributions and employer match amounts are transferred into the 403(b) account on or about the first working day of the next month. Employees who notice an error in the 403(b) contribution amount in their pay stubs should immediately contact the People and Operations Team. Any errors not corrected before the 403(b) contributions are transferred will be corrected with the following month's payroll schedule and 403(b) transfer.

Employees may make changes to their 403(b) contribution amounts per plan requirements; contact the People and Operations Team for additional information.

31.2. Guardians may change retirement plan providers at its sole discretion. If so, Guardians will maintain equal benefits for bargaining unit and non-bargaining unit staff, and bargain over the effects of the change, but not the change itself, which is a management right.

31.3. The plan is operated at all times in compliance with applicable law and the formal documents establishing the plan, and the controlling provisions of such plan documents take precedence over any other description or summary of plan benefits and terms.

ARTICLE 32 – LAYOFF AND SEVERANCE

32.1. Notice. In the event it becomes necessary to reduce forces because of economic reasons, abolishment of positions, or other involuntary reasons not reflecting discredit on an employee, Guardians shall give written notice of pending layoff at least two weeks before the effective date stating the reasons for the layoff to the employee and the Union.

A. Once the position to be eliminated is identified, Guardians shall inform the affected employee and the Union no less than two weeks before their final day of employment. Guardians shall work with the affected employee to determine how this information shall be shared with Guardians staff as a whole and what job duties need to be reassigned. The affected employee may request that a Union representative be present during these discussions.

B. If the position being eliminated entails access to privileged information (e.g., staff financial information), Guardians may revoke such access at the time it informs the affected employee. However, the affected employee shall either remain on staff for the subsequent two weeks or Guardians shall pay the affected employee two weeks of severance in addition to the severance package described below.

32.2. Order of Layoff. With the exception of closing a business unit or loss of restricted funding for a specific position, if layoffs are required, the Employer will:

A. During the two-week notice period, bargaining unit employees may volunteer to fulfill the needed layoff and receive severance. The Employer, at its sole discretion may accept or reject such volunteers. First, ask for volunteers for layoff from the program affected.

B. If there are no volunteers for layoff, create a preliminary layoff plan. If there is more than one layoff required, then the order of layoffs will be based on inverse seniority of employees in the same or similar positions.

C. If certain groups of employees are affected more than other groups, layoff criteria including job performance, experience, expertise, training and other traditional factors including the Employer's commitment to equal opportunity hiring and a diverse workforce may be used to create another layoff plan in accordance with applicable law. The Employer will discuss its decision-making process with as much transparency as practicable, with the understanding that unless waived, certain personnel factors could be private.

32.3. Severance will be paid as described below unless doing so could put Guardians' financial stability at risk. In that case, Guardians will negotiate severance payments with the Union. Guardians shall provide non-probationary employees two (2) weeks of severance per year of service up to a maximum of 16 weeks.

32.4. Upon layoff or layoff-related voluntary resignation, an employee shall be paid for unused, accrued vacation time. There shall be no pay for unused sick time or other accrued leave. If the employee was previously eligible for a sabbatical and had made a formal request to schedule sabbatical leave with a manager, the employee shall be paid an additional four weeks of severance.

32.5. If an employee under this article is covered under Guardians medical and/or dental insurance, Guardians will also pay the employee the amount needed to continue insurance through COBRA for the period that would be covered by severance on a monthly basis.

32.6. Employees will receive their severance pay as a lump sum on their last workday. To receive severance and payment for cost of coverage of COBRA benefits, an employee must be in good standing as defined in 33.7, and be employed on the layoff or resignation date.

32.7. To be an employee in good standing, the employee must have completed all necessary timesheets, transferred administration access and passwords for all Guardians platforms to their manager, transferred any and all relationships and partnerships to their manager, , and return all credit cards and Guardians equipment and resources. In addition, any work that results from or relates to work conducted on behalf of Guardians must be stored on Guardians' Google Drive prior to the employee's departure.

32.8. Guardians will not contest any unemployment claim filed by an employee after layoff.

ARTICLE 33 – SENIORITY/LENGTH OF SERVICE

33.1. Contributing Time. Length of service, also known as seniority, means the total number of days an employee worked at Guardians, whether that work was within or outside of the bargaining unit, and whether they worked continuously or during multiple employment periods. It includes all paid and all unpaid leave time less than six months.

33.2. Non-Contributing Time. Unpaid leaves of absence greater than six months, time worked as a contractor, and time worked as a temporary employee shall not count toward length of service.

33.3. Uses.

A. The calculation of seniority and length of service as defined above shall apply throughout this agreement except where an article expressly defines them otherwise.

B. For retirement plan purposes only, time spent as a temporary employee counts toward length of service/seniority.

C. For sabbatical purposes only, employment breaks of greater than one year will restart the length of service/seniority calculation.

ARTICLE 34 – DURATION OF AGREEMENT

34.1. This Agreement terminates and supersedes any and all other Agreements between the parties and represents final settlement for its duration of all demands made by either party.

34.2. Unless otherwise provided herein, the provisions of this Agreement will become effective on the first day of the third pay period following ratification of this Agreement, and will continue in effect for three years from the date of ratification. It shall insure to the benefit of and be binding upon the successors and assigns of the organization.

34.3. Negotiations on a new Agreement will begin no earlier than 90 days prior to such termination. Additionally, pre-negotiation conferences may take place at the request of either party. It is the intention of the parties with respect to the collective bargaining of future

APPENDIX A - JOB TITLES, CLASSIFICATIONS, AND PAY RANGES

A1: Job Classifications and Pay Ranges

Job Classification	Pay Range
Advocate, Associate	\$60,000 - \$70,000
Advocate	\$70,000 - \$80,000
Advocate, Senior	\$80,000 - \$90,000
Attorney, Associate	\$70,000 - \$80,000
Attorney	\$80,000 - \$95,000
Attorney, Senior	\$95,000 - \$115,000
Media Specialist	\$60,728 - \$70,000
Media Specialist, Senior	\$70,000 - \$80,000
Digital Communicator	\$60,000 - \$70,000
Digital Communicator, Senior	\$70,000 - \$80,000
Development Specialist	\$60,000 - \$67,500
Development Specialist, Senior	\$67,500 - \$77,500
Membership Manager	\$61,049 - \$70,000
Membership Manager, Senior	\$70,000 - \$80,000

Pay ranges shall increase by cost-of-living-adjustment annually.

A2: Job Classifications and Job Titles

Job Classification	Included Job Titles
Advocate, Associate	
Advocate	Carnivore Coexistence Attorney Climate & Health Advocate Endangered Species Advocate Greater Gila Advocate New Mexico Conservation Lead Pacific Northwest Advocate
Advocate, Senior	Rewilding Manager
Attorney, Associate	
Staff Attorney	Staff Attorney - Wild Places
Senior Attorney	Senior Attorney - Climate & Health
Media Specialist	Communications Manager
Media Specialist, Senior	
Digital Communicator	
Digital Communicator, Senior	Digital Communications Specialist
Development Specialist	Development Associate
Development Specialist, Senior	
Membership Manager	
Membership Manager, Senior	Membership Manager

APPENDIX B - STARTING SALARIES

Last Name	First Name	Job Title	Starting Salaries
Barnett	Leia	New Mexico Conservation Lead	\$76,541
Due	Amber	Development Associate	\$70,000
Herrera	Alex	Digital Communications Specialist	\$77,400
Hogan-Freemole	Erin	Staff Attorney - Wild Places	\$83,654
Oxley	Caitlin	Membership Manager	\$70,470
Pennock	Elizabeth	Carnivore CoExistence Attorney	\$74,295
Prather	Erica	Greater Gila Arizona Advocate	\$73,197
Rissien	Adam	Rewilding Manager	\$83,693
Smay	Hannah	Communications Manager	\$77,400
Talbott	Ryan	Pacific Northwest Advocate	\$73,197
Troutman	Melissa	Climate & Health Advocate	\$73,197
Zhang	Joanna	Endangered Species Advocate	\$73,197