

**SEIU LOCAL 105**

**and**

**URBAN PEAK**

**COLLECTIVE BARGAINING AGREEMENT**

**Effective November 1, 2024 through October 31, 2027**

## Contents

ARTICLE 1. RECOGNITION.....	5
Section 1. Coverage .....	5
Section 2. Union Recognition.....	5
ARTICLE 2. UNION.....	5
ARTICLE 3. INCLUSION AND NON-DISCRIMINATION .....	7
3.1 Non-Discrimination and Harassment .....	7
3.2 Gender.....	8
3.3 Professional Courtesy and Behavior.....	8
ARTICLE 4. MANAGEMENT RIGHTS .....	8
ARTICLE 5. UNION RIGHTS, REPRESENTATIVES & STEWARDS .....	10
5.1 Union Representatives in facilities .....	10
5.2 Union Information.....	10
5.3 Union Stewards.....	11
5.4 New Union Member Orientation.....	11
5.5 Time Off for Union Activities.....	12
ARTICLE 6. INTRODUCTORY PERIOD.....	12
6.1 Introductory Period.....	12
6.2 Introductory Period Extension .....	12
6.3 Introductory Period Seniority .....	12
6.4 No Just Cause During Introductory Period.....	12
ARTICLE 7. SENIORITY.....	13
7.1 Definition of Seniority .....	13
7.2 Accrual of Seniority .....	13
7.3 No Bridging of Seniority .....	13
ARTICLE 8. BARGAINING UNIT WORK .....	14
ARTICLE 9. HOURS, OVERTIME & SCHEDULES .....	14
9.1 Work Week .....	14
9.2 Meal Periods .....	14
9.3 Benefits Eligible Employees.....	14
9.4 Schedule Bidding .....	15
9.5 Voluntary Extra Shifts .....	15
9.6 All Program Staff On-Call Procedures.....	15
9.7 Inclement Weather .....	16

ARTICLE 10. GRIEVANCE & ARBITRATION PROCEDURE .....	16
10.1 Purpose.....	17
10.2 Definition of Grievance.....	17
10.3 Informal Resolution .....	17
10.4 Timelines.....	17
10.5 Discharge Grievances.....	17
10.6 Group Grievances.....	17
10.7 Grievance Steps .....	18
10.8 Arbitration.....	18
ARTICLE 10A. NO STRIKE/NO LOCKOUT.....	19
ARTICLE 11. HOLIDAYS & VACATION .....	20
ARTICLE 12. SICK/HFWA/OTHER LEAVE .....	24
12.2 Other Leave .....	26
ARTICLE 13. WAGES.....	28
13.1 Initial Wages .....	28
13.2 Paychecks.....	29
13.3 Eco Pass.....	29
13.4 Mileage .....	29
13.5 Translation Differential Eligible.....	29
13.6 Night Premium .....	29
13.7 Lead Pay.....	29
13.8 Staff having a specialized skill. ....	30
13.9 Cell Phone .....	30
13.10 Travel Expenses .....	30
ARTICLE 14. Benefits .....	31
ARTICLE 15. PERMANENT REDUCTIONS IN FORCE AND HOURS.....	31
15.1 Layoff .....	31
15.2 Vacant Positions and Bumping .....	32
15.3 Recall.....	32
15.4 Permanent Reduction of Hours.....	33
Article 16. SAFETY AND TRAINING.....	34
ARTICLE 17. SEPARABILITY.....	35
ARTICLE 18. LABOR MANAGEMENT COMMITTEE .....	35
ARTICLE 19. DURATION .....	36



# ARTICLE 1. RECOGNITION

## Section 1. Coverage

A. This Agreement shall cover all of the Employer's full time and regular part time employees working at the Employer's locations in Denver Colorado; excluding office clerical employees, confidential employees, managerial employees, professional employees, guards, supervisors, volunteers, and temporary workers as defined by the National Labor Relations Act.

B. This Agreement shall cover employees in classifications covered by this Agreement in any new facility.

C. When the Employer hires a new Bargaining Unit Employee, it shall advise that employee in writing that there is an Agreement with the Union.

## Section 2. Union Recognition

A. The Employer recognizes the Union as the exclusive bargaining agent of the employees coming under the jurisdiction of the Union for the purpose of collective bargaining with respect to rates of pay, hours of work and working conditions.

B. In the event the parties dispute whether a new classification falls under the coverage of this Agreement, the parties shall meet and negotiate to resolve the dispute.

# ARTICLE 2. UNION

2.1 Employees shall express authorization for payroll deduction of the initiation fees, periodic dues uniformly required, or fees paid in the alternative to dues, and Committee On Political Education "COPE" contributions by submitting to the Union a written authorization by any means indicating agreement allowable under state and federal law. The Union will submit to the Employer a copy or scanned PDF of the authorized payroll deduction for initiation fees, dues, and fees paid in the alternative to dues and/or a COPE card authorizing the deduction of COPE contributions. The authorizations shall include revocation provisions that comply with applicable state and federal law.

The Employer agrees to check-off for the payments of the amounts described above and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of the signed authorization of such employees, and according to the method set forth below, and the Employer shall be the agent for receiving such monies and the deduction of said amounts by the Employer shall constitute payment of said amounts by the employees. The Union

agrees to indemnify and hold harmless Urban Peak from all claims, demands, fees, costs, or damages associated with the deduction of such payments.

The regular dues for regular employees shall be deducted from each paycheck. For newly hired regular employees, half of the full initiation fee and the first dues payment shall be deducted from the employee's first full paycheck in the second month of employment following the Employer's receipt of written authorization. (For example, an employee hired in June would have these deductions made from the first regular paycheck paid in August, provided the Employer receives written authorization in June.) The balance of the initiation fee shall be deducted from the employee's first paycheck in the immediately following month. However, the Employer shall not be obligated to make deductions if the amount of the fee or contribution for any pay period exceeds the net pay due to the employee or if the deduction is prohibited by applicable law. The Employer shall make sufficient deductions from subsequent paychecks to cover the balance due.

2.2 All sums deducted in accordance with this Article shall be remitted to the Union not later than the twenty-fifth (25th) day of the month after which such deductions are made together with one (1) list, submitted electronically in a mutually agreeable database (currently Excel) format, specifying the following for each employee for whom the Agreement applies:

1. The employee's name, the unique identification number, wage rate, gross regular pay for the pay period, hours worked, and amount of the deduction.
2. This list shall be separated by location for employees regularly assigned to a location and multi-location employees will be grouped together.
3. The Union will maintain the confidentiality of each employee's personal information.

2.3 Any employee who is paying dues, fees, or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union consistent with federal law. The Employer will honor employee checkoff authorizations unless they are revoked in writing during the window period or at contract expiration, regardless of whether the employee is a member of the Union.

2.4 On the 25th day of each month, the Union shall receive an electronic list of all current Employees covered by this Agreement, which shall include each:

- Employee's full name,
- Home address
- Home phone number and/or cell phone numbers (if provided to Employer),
- Work e-mail addresses and personal e-mail addresses (if provided to Employer),
- Location
- Job title,
- Employee identification number,
- Hourly rates of pay,

- Standard hours worked,
- Hire date,
- Seniority date, and
- Length of time in a positional job role.

The Union will maintain the confidentiality of each employee's personal information.

2.5 If the Union does not receive or believes any required list is incorrect or incomplete, the Union will give notice to the Employer within five (5) working days\*. The Employer shall provide an updated list within five (5) working days. The Union and Employer agree to work together in good faith to resolve any remaining discrepancy. If the Union does not receive dues or fees on behalf of any employee or believes the amount of such dues or fees remitted is incorrect, the Union will give notice to the Employer within five (5) working days of when the Union knew or reasonably should have known of the discrepancy.

If the Union and the Employer agree that the Employer has made a clerical error in the deduction for dues or fees, the amount will be adjusted by the Employer within five (5) working days.

\*The phrase "working days" shall mean non-weekend/holiday days.

## **ARTICLE 3. INCLUSION AND NON-DISCRIMINATION**

### **3.1 Non-Discrimination and Harassment.**

No employee or applicant for employment covered by this Agreement shall be unlawfully discriminated against or harassed because of membership status in the Union or lawful activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement because of race, ethnicity, veteran status, color, religion, national origin, gender, gender identity or expression, age, sexual orientation, citizenship status, political affiliation, disability, medical condition, marital status or any other protected class. The Employer further agrees to duly consider reasonable accommodations for those with mental or physical disabilities, in accordance with applicable state and Federal law.

### **3.2 Gender.**

The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including all genders and not as limitations unless the Agreement clearly requires a different construction.

### **3.3 Professional Courtesy and Behavior.**

The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with Urban Peak employees or youth. The Employer and the Union agree that all managers, employees, and Union representatives will treat each other with dignity, respect and courtesy. The Parties agree that unsolicited home visits to management employees or board members shall not be allowed. The foregoing principles shall also apply in providing service to youth and visitors. The parties agree to contact board members, donors, and foundations jointly and by mutual agreement if the union wishes to contact such third parties.

## **ARTICLE 4. MANAGEMENT RIGHTS**

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

1. To manage, direct and control its property, facilities and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To select and hire;
5. To assign work, including determining working schedules, job assignments, job duties, functions and responsibilities;
6. To transfer whether temporarily or permanently, within facilities, programs, departments, and/or job classifications;
7. To promote; demote, layoff, or recall;
8. To evaluate performance;
9. To determine qualifications and to train;
10. To discipline and discharge for just cause;
11. To adopt, determine, establish, promulgate, amend and enforce reasonable rules, regulations and personnel policies;
12. To establish and to effectuate existing policies and procedures including but not limited to a drug/alcohol testing policy;
13. To establish and enforce dress codes;

14. To set standards of performance including work flow, productivity requirements and methods of evaluation of the employees, and to determine the equipment and/or methods to be employed in performance;
15. To determine the number of employees, the duties to be performed, the job classification and the hours and locations of work, including overtime;
16. To determine, establish, promulgate, amend and enforce personal conduct rules, attendance rules, safety rules and work rules;
17. To determine if and when positions will be filled;
18. To establish or abolish positions;
19. To discontinue any function;
20. To create any new service or function;
21. To discontinue or reorganize or combine any department or branch of operations;
22. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
23. To establish and alter shift lengths and times;
24. To either temporarily or permanently close all or any portion of its facilities and/or to relocate such facilities or operations, or to subcontract to a third party any programs or services;
25. To determine; require, and schedule when overtime shall be worked;
26. To determine the number and type of employees required to staff the facilities, including increasing or decreasing that number;
27. To determine the appropriate mix of employees, by job title, to operate the facilities;
28. To manage, direct and control the Employer's mission, vision, brand, programs, objectives, activities, resources and priorities and to establish policies impacting youth and determine relationships between the Employer and governmental, educational and community agencies;
29. To implement improved operational methods, practices, and procedures;
30. To discontinue work for economic or operational reasons;
31. To determine the number, type, and location of facilities, operations, and service;
32. To select supervisory employees; and
33. To take such actions as may be necessary to carry out services or safeguard employees and youth during emergencies.

4.2 The terms and conditions of employment set forth in the current Employer's Employee Handbook shall govern the employment of employees covered by this Agreement when such Handbook's policies do not directly conflict with any express provision of this Agreement. It is understood that this Agreements' provisions shall govern in the event of any conflict. Following ratification of this Agreement, the Employer will provide the Union with a copy of any subsequent change to the Employee Handbook and the Union shall have the right to grieve any such change that directly conflicts with an express provision of this Agreement.

4.3 The above rights shall not be exercised so as to violate any of the specified provisions of this Agreement. The parties recognize that the above statement of

management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

## **ARTICLE 5. UNION RIGHTS, REPRESENTATIVES & STEWARDS**

In the interest of promoting a positive approach to labor-management relations, the parties agree to the following:

### **5.1 Union Representatives in facilities**

The Union will furnish accurate and updated names of Union representatives to HR. Subject to any background check and licensing requirements to ensure compliance with the law, Union representatives shall have access to Urban Peak facilities for the purposes of conferring with the Employer, Union Stewards, and/or bargaining unit members, and for the purpose of administering this Agreement. Union representatives will not have access to spaces where youth are served for any purpose other than monitoring employee terms and conditions of employment. Such Union representatives shall confer with employees during the employee's working time outside of spaces where youth are served; provided such conferences do not disrupt the Employer's operations. Union representatives shall have access to the Employer via the Human Resources department at the Urban Peak Human Resources office at mutually agreed-upon dates and times.

### **5.2 Union Information**

The Employer will allow the Union to place the following in the employee break room or employee common area of each facility, as space permits:

1. Official Union notices pertaining to the bargaining unit at each facility where unit members perform work shall be placed where all other employment postings can be found. The Employer will determine the location of the employment postings.
2. A binder for storing materials such as membership forms, copies of the contract, Union contact information, and other Union materials including but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

## 5.3 Union Stewards

The Union shall designate Union Stewards and notify the Employer in writing as to who the Stewards are. The Union Stewards' performance of Union work shall not unduly interfere with the operation of the facility nor the performance of employees' job duties.

When a Union Steward must access a facility during their non-scheduled work time, the Steward shall arrange access to the facility with the program manager by telephone or email. Requests for access to facilities must be made to program managers during standard business hours and not be unreasonably denied, however visits may be at any time workers are present.

A Union Steward shall receive their base rate of pay for time spent in grievance meetings, disciplinary meetings, and investigatory meetings where the employee being investigated reasonably believes the meeting may result in discipline, held with the Employer during the Steward's scheduled hours of employment; provided that the Steward cannot be implicated in the investigation and must keep what is discussed in the meeting strictly confidential, and this process will not be used to unduly delay the investigation. When such meetings are scheduled during a Steward's regularly scheduled workday, the Steward will seek the approval of their immediate supervisor, providing as much notice as possible. Approval will not be unreasonably denied and, if approval is denied, the meeting will be rescheduled to allow the Steward to participate. A Union Steward shall also receive their base rate of pay for time spent representing Bargaining Unit employees in all meetings where the Employer requested that the Steward process a grievance or represent a Bargaining Unit Employee outside of the Steward's scheduled hours of employment.

Union stewards will be paid for up to four (4) hours of time spent training and shadowing representative steward work. When a Steward needs to attend a grievance meeting or other representation meeting for training purposes during scheduled work hours, the Steward will seek the approval of their immediate supervisor providing as much notice as possible. Approval will not be unreasonably denied and, if approval is denied, the meeting will be rescheduled to allow the Steward to participate for training purposes. The Employer will not unreasonably deny employee requests for time off to attend Steward training and other official steward activities.

## 5.4 New Union Member Orientation

The Employer shall provide the Union with at least ten (10) days' notice of any orientation and send an electronic list of expected new employees in the bargaining unit at least forty-eight (48) hours in advance of the orientation. The Employer and the Union agree that non-bargaining-unit employees, including Employer representatives, will be absent from the video conference during the Union new employee orientation. Union staff representative(s) and/or Union Steward(s) will be given an opportunity during

Urban Peak new employee online orientation to speak with the Bargaining Unit Employees in private for forty-five (45) minutes. Part of this discussion will include an explanation and distribution of Union Membership/Dues Authorization cards to the new Bargaining Unit Employees. The purpose of this session shall be to explain to new Bargaining Unit Employees that they are covered by this Agreement and to answer any questions about this Agreement or SEIU Local 105.

## **5.5 Time Off for Union Activities**

Bargaining Unit Employees requesting time off to engage in union activities not otherwise covered by this agreement, shall follow the Employer's policy for requesting time off from work. Employees shall be able to utilize earned leave for such requests.

# **ARTICLE 6. INTRODUCTORY PERIOD**

## **6.1 Introductory Period**

Subject to background check and licensing requirements (which is a condition of employment for all bargaining unit positions), all employees who are hired on or after the effective date of this Agreement shall be subject to an introductory period of ninety (90) calendar days.

## **6.2 Introductory Period Extension**

In the event the Employer requires more time to assess an employee's ability to perform the duties of the position and subject to licensing requirements, the Employer may, at its discretion, extend the introductory period by thirty (30) calendar days. The Employer shall notify the employee and the Union that it intends to extend the introductory period prior to the last day of the employee's initial introductory period.

## **6.3 Introductory Period Seniority**

Upon the successful completion of the introductory period, employee's seniority shall relate back to and be calculated from their date of hire.

## **6.4 No Just Cause During Introductory Period**

The Employer may layoff, discharge, or discipline introductory employees with or without cause at any time during the introductory period or the introductory period extension. The layoff, discharge, or discipline of employees during their initial

introductory period or the introductory period extension shall not be subject to the Grievance and Arbitration provisions of this Agreement.

## ARTICLE 7. SENIORITY

### 7.1 Definition of Seniority

Effective upon ratification, seniority for employees working in a bargaining unit position shall be defined as the length of time the employee has been employed with the Employer in any capacity. After ratification, if a non-bargaining unit employee enters the bargaining unit for the first time, their seniority date shall be the date they enter the bargaining unit for the purposes of layoffs, scheduling, and any other seniority-based processes in this Agreement.

### 7.2 Accrual of Seniority

1. Accrual of seniority begins upon the Bargaining Unit Employee's successful completion of the introductory period and is retroactive to the employee's date of hire into the Bargaining Unit.
2. Seniority shall cease to accrue but shall not be lost in the event of a Layoff of less than twelve (12) months.
3. A Bargaining Unit Employee's seniority shall be lost in the following events:
  - voluntary resignation or retirement (without reinstatement within 12 months);
  - discharge for just cause;
  - failure to return to work upon expiration of an authorized leave of absence;
  - Layoff equal to or in excess of twelve (12) months.
4. If the Employer hires a bargaining unit employee into a non-bargaining unit position, seniority will cease to accrue for the duration of time the employee remains outside of the bargaining unit. If the employee returns to the bargaining unit, they will regain their prior accumulated seniority and their seniority will resume accruing.

### 7.3 No Bridging of Seniority

Except as specifically provided above, an employee whose seniority is lost for any of the foregoing reasons shall be considered a new employee if they are again hired by

the Employer and such individual shall be subject to the introductory period provided in this Agreement.

## **ARTICLE 8. BARGAINING UNIT WORK**

Work historically and traditionally performed by the bargaining unit shall only be performed by members of the bargaining unit; provided that non-bargaining unit employees may perform bargaining unit work in the case of emergencies, such as natural or man-made disasters affecting employees' ability to work; staff shortages whereby more than 30% of the bargaining unit is vacant; excessive absenteeism which would cause a location to violate ratio requirements; or, where Urban Peak can demonstrate that work has been performed jointly by bargaining unit and non-bargaining unit employees (i.e., certain types of training).

## **ARTICLE 9. HOURS, OVERTIME & SCHEDULES**

### **9.1 Work Week**

The work week shall be Sunday at 12:00 a.m. through Saturday at 11:59 p.m.

### **9.2 Meal Periods**

Employees scheduled to work a shift of twelve (12) hours or more shall receive an hour paid meal period within the shift; those working a shift of ten (10) to twelve (12) hours shall receive a thirty (30) minute paid meal period; and those working a shift of less than ten (10) hours shall receive a thirty (30) minute unpaid, duty-free meal period.

A 10-minute rest period shall be provided to each employee for every four (4) hours worked or major fractions thereof, consistent with the current COMPS Order in effect and found where all employment related postings are kept.

### **9.3 Benefits Eligible Employees**

A regular full-time employee that is regularly scheduled to work thirty-two (32) hours or more per week is "benefits eligible". A part-time employee with benefits is regularly scheduled to work fewer than thirty-two (32) hours each week and must consistently average at least twenty (20) hours per week. A part-time employee without benefits is consistently scheduled fewer than twenty (20) hours per week.

## 9.4 Schedule Bidding

Twice a year Bargaining Unit Employees will be able to bid their schedule in seniority order.

- By March 1<sup>st</sup> and September 1<sup>st</sup> of each year employees in seniority order will select the schedule they will work for the following six (6) months
  - Example March 1<sup>st</sup> to take effect April 1<sup>st</sup> through September 30th. September 1<sup>st</sup> to take effect October 1<sup>st</sup> through March 31st.
- Employees will only select from shifts they are qualified for.

## 9.5 Voluntary Extra Shifts

Employees shall be given a voluntary opportunity to pick up an extra shift at any location. The Employer shall not require employees to pick up shifts beyond their regular hours outside the procedure outlined in Section 9.6. The Employer will award such extra shifts to the most senior qualified employee after one hour of the request. If no employee is seeking to take the extra shifts voluntarily the Employer shall assign the shift to the On-call staff. If the On-call options have already been used, the employer will move to mandatory shift coverage.

## 9.6 All Program Staff On-Call Procedures

Due to licensing requirements, specific employee to youth ratios are required at all times. In order to meet these requirements, shift coverage must be provided when a scheduled employee calls out sick, is on vacation, or unable to work. Employees On-Call should be reachable at all times and be able to respond to any call within 1 hour. This means that if called in, the employee must be able to come to work and be in compliance with UP standards, including those regarding alcohol consumption.

Urban Peak shall follow the following procedure when calling employees in due to the staffing shortages identified above: First, an email or other electronic communication will be sent to relief staff and bargaining unit employees, provided that such staff or employees shall have ninety (90) minutes to reply to the email from management offering such additional work; and, second, if no relief staff or bargaining unit employees reply within the allotted time, then the on-call employee will be required to cover such shift.

All Program Staff, including all Life-Skills Managers, Case Managers, Leads, and all client facing positions in Housing, Supportive Services, Outreach, Drop-in Center, and Shelter are required to be On-Call. Program Managers are not required to sign up for All Staff On-call and are a part of the Supervisor On-Call rotation.

All Program Staff are required to sign up for one, half-week On-call shift per 4 month rotation (3 per calendar year). On-call is expected to cover shifts as necessary due to call-outs, being short staffed, under-staffed, etc. Staff On-Call will need to work with

their Supervisor on either flexing their time to accommodate extra time worked getting called in to cover, or get paid overtime for the extra hours worked. Shifts could be up to 10 hours long.

On-call Shifts are either Sunday to Wednesday starting at 12:00 a.m. Sunday morning until 11:59 p.m. Wednesday night; or Thursday to Saturday starting 12:00 a.m. Thursday morning and 11:59 p.m. Saturday night. For Life-skills Managers who are already scheduled to cover floor shifts, their On-call shift will be opposite their regular schedule. For Overnight Life-skills Managers, their On-call shift will be opposite their regular schedule (Mon-Thurs staff On-call Thurs/Fri/Sat; and Fri/Sat/Sun staff On-call Sun-Wed) and will work with Program Manager to work out the overlap in their schedule that conflicts with split weeks.

Sign-up for On-Call shift preference is determined by seniority, i.e. the Employee's Urban Peak start date. Thirty (30) days prior to the beginning of an On-call rotation, a calendar with all the On-Call shifts available will be presented and employees are to sign up for a shift that works for their schedule and accommodate for any PTO they already have requested and are expected to be available for that shift.

If an On-call employee is called to cover a shift and is unable to be reached, the on-call employee's supervisor will be notified and the incident will be considered equivalent to a "no-call, no-show."

**On-Call Pay:** On-Call employees will be paid for a Half Week: (3 Days: \$225.00; 4 Days: \$325.00) and ½ day of vacation time added to their current vacation bucket (4 or 5 hours) depending on regularly scheduled shifts they work (i.e. 8 hour or 10 hour work days).

## 9.7 Inclement Weather

If there is inclement weather and public transportation is not available, the Employer shall not discipline employees for reporting to work up to sixty (60) minutes from the start of their shift or failing to report to work where making it to work posed a serious health and safety risk for the employee. In the event a staff member is running late due to inclement weather, the least senior staff member(s) will need to extend their shift until the staff member arrives.

# ARTICLE 10. GRIEVANCE & ARBITRATION PROCEDURE

## **10.1 Purpose**

The purpose of the grievance procedure is to provide a means for prompt and orderly resolution of disputes between employees and the Employer. The parties agree to make an earnest effort to settle grievances at the lowest possible step.

## **10.2 Definition of Grievance**

A grievance shall be defined as any dispute regarding the interpretation, application, intent, or meaning of this Agreement. A grievance may be filed by an employee (or the Union acting on behalf of an employee(s)), a Union Steward or Union Representative.

## **10.3 Informal Resolution**

The parties encourage employees to engage in the informal resolution process to resolve misunderstandings and to avoid unnecessary grievances. Therefore, employees are encouraged to discuss the subject matter of a potential grievance with their immediate supervisor before filing a formal grievance. This informal resolution process does not change the time limits specified in this article for filing a formal grievance.

## **10.4 Timelines**

The time limits set forth in the following grievance steps may be extended only by written mutual consent of the parties. Working days are defined as Monday through Friday, excluding recognized holidays, as set forth in Article 11 of this Agreement. If the employee or Union does not comply with the time limitations, or if the grieving party fails to appear for a scheduled grievance step meeting with the Employer, this shall constitute automatic withdrawal of the grievance with prejudice. If the Employer does not comply with the time limitations, the grievance shall be deemed granted and the remedy sought by the grieving party must be effectuated by the Employer.

## **10.5 Discharge Grievances**

All grievances alleging that an employee has been discharged in violation of this Agreement shall be filed at Step 2 of the grievance procedure within ten (10) working days of the date of the discharge.

## **10.6 Group Grievances**

The Union, through a Union Representative only, may file a group grievance if the complaint involves more than one (1) employee with a similar grievance. Such

grievances will be filed at Step 2 of the grievance procedure within ten (10) working days of the event(s) giving rise to the grievance. If multiple grievances are filed separately the parties may consolidate those grievances into a group grievance.

## 10.7 Grievance Steps

**Step 1.** A grievance shall be documented in writing and submitted to the grievant's immediate supervisor and union within ten (10) working days of the date of the event(s) giving rise to the grievance or the date when the grievant should reasonably have become aware of the event(s) giving rise to the grievance. The written grievance shall state the complaint, the date it occurred, the article(s) of this Agreement allegedly violated, the actions already taken to resolve the matter, if any, and the resolution desired. The grievant may request the assistance of a Union steward and/or Union representative. The grievant, their Union steward/representative (if requested by the employee), and the immediate supervisor shall have a meeting to discuss and attempt to resolve the grievance. This meeting shall be held within ten (10) working days after the grievance was filed unless events and circumstances preclude such meeting, e.g., scheduled vacation. The immediate supervisor shall submit their written response to the Union within ten (10) working days following the Step 1 meeting. If the immediate supervisor denies the grievance, the response shall state the reasons for the denial.

**Step 2.** If the grievance remains unresolved after Step 1, the grievance may then be appealed directly to the Human Resources Director within ~~-~~ ten (10) working days of receipt of the written response in Step 1. The grievant, their Union steward/representative (if requested by the employee), and the Human Resources Director or their designee shall have a meeting to discuss and attempt to resolve the grievance. This meeting shall be held within ten (10) working days following receipt of the Step 2 appeal unless events and circumstances preclude such meeting, e.g., scheduled vacation. The Human Resources Director shall submit a written response within ten (10) working days following the Step 2 meeting. If the Human Resources Director denies the grievance, the response shall state the reasons for the denial.

## 10.8 Arbitration

If the grievance is unresolved, the Union shall provide written notice to the CEO or Director of Human Resources of its intent to arbitrate within ten (10) working days after the receipt of the Employer's Step 2 response. If the Union elects to pursue a grievance through to Arbitration, the parties will proceed as follows:

1. The Employer and the Union shall endeavor to select a mutually agreeable arbitrator within ten (10) working days of receipt of notice of the Union's intent to proceed to arbitration.
2. If the parties are unable to agree upon an arbitrator, then the Federal Mediation and Conciliation Service shall be requested to nominate a panel of seven (7) arbitrators. The arbitrator shall be selected as follows: From this list of seven (7) prospective arbitrators, the Union and the Employer shall alternatively strike names until there remains only one (1) name on the list. A flip of a coin shall determine who shall strike the first name. The person whose name remains shall become the sole arbitrator of the grievance.
3. The parties have an interest in following arbitration procedures that guarantee due process but are also time efficient and cost effective. To accomplish these goals, the parties will make all reasonable efforts prior to the arbitration hearing to stipulate to facts that are not in dispute and to stipulate to the issue(s) to be presented to the arbitrator. Post-hearing briefs will not be permitted unless otherwise agreed to by the parties. It is understood and agreed between the parties that the decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. The arbitrator shall have no power to establish wage scale or wage structure. The arbitrator will have continuing jurisdiction following issuance of the arbitration award to address any issues arising from implementation of the award or remedy or mitigation issues. The Union and the Employer shall share the expense of the arbitration proceedings equally, which include but are not limited to the cost of the arbitrator, court reporter, and transcript for the arbitrator, if mutually agreed to as necessary, conference room costs, and other related costs. All other costs of arbitration, including representation costs, and transcripts for the parties, will be paid by the party that incurred them. Grievances shall not be consolidated into a single arbitration proceeding unless ordered by the arbitrator or otherwise agreed upon between the Employer and the Union. The grievant shall be granted paid release time to participate in the arbitration hearing. The Employer will release employees from work on a reasonable basis as needed to testify, provided that the parties reserve their rights to request and obtain subpoenas, court orders, and other relief required, and the attendance of the witness at arbitration.
4. All arbitration decisions shall be issued no later than thirty (30) calendar days following the arbitration hearing.

## ARTICLE 10A. NO STRIKE/NO LOCKOUT

1. During the term of this Agreement or any written extension thereof, the Union shall not call nor authorize any strike, sympathy strike, slowdown, or stoppage or work

against the Employer at the facilities covered by this Agreement, and the Employer will not lock out any Employee.

2. If an Employee or Bargaining Unit Employees engage in any strike, and the Employer notifies the Union of such action, a representative of the Union shall, as promptly as possible, instruct the Bargaining Unit Employees to cease such action and promptly return to their jobs.
3. Bargaining Unit Employees who participate in a strike in violation of this Article will be terminated without requiring the Employer to resort to any form of progressive discipline.
4. In the event of a violation of the no-strike provision, the Union will:
  - Publicly disavow such action by the Bargaining Unit Employees;
  - Notify the Bargaining Unit Employees of its disapproval of such action and instruct such Bargaining Unit Employees to cease such action and return to work immediately;
  - Post notices on Union and Employer bulletin boards advising that it disapproves of such action and instructing Bargaining Unit Employees to return to work immediately.

## ARTICLE 11. HOLIDAYS & VACATION

### **HOLIDAYS**

Administrative offices will be closed and office and non-essential staff will not be scheduled to work on the following holidays. Due to the essential services provided by Urban Peak programs, locations providing services for youth will remain open.

Urban Peak recognizes the following ten (10) days as paid holidays:

New Year's Day (observed)  
Martin Luther King's Birthday (observed)  
President's Day (observed)  
Memorial Day (observed)  
Juneteenth (observed)  
Independence Day (observed)  
Labor Day (observed)  
Thanksgiving Day (major)  
Christmas Eve and Christmas Day (major)

### **Holiday Schedule**

For purposes of this policy, paid holidays will start at 12:00 a.m. and end at 11:59 p.m. on the date of the holiday. Program staff scheduled to work on a holiday are expected to report to work as usual unless the supervisor has approved time off in advance. Employees must request time off from their supervisor if hoping to take time off on a

holiday that they are scheduled to work. If request is approved, this time will not impact accrued paid time off and will be paid as holiday pay.

For employees typically not scheduled to work on weekend days, holidays that fall on a weekend day, the day off will be observed on the previous Friday for a holiday that falls on a Saturday or on the following Monday for a holiday that falls on a Sunday. For employees scheduled to work on Saturday or Sunday, the holiday will be observed on the day of the holiday.

Program staff are required to work shifts at least five (5) hours in length on both major and minor holidays. This requirement is two (2) minor holiday shifts and one (1) major holiday shift per year. Urban Peak reserves the right to review the schedule of observed holidays on an annual basis and increase the number of "holidays worked" requirement by one (1) minor or one (1) major holiday during the term of this Agreement. Any additional increases to the number of "holidays worked" requirement must be agreed to in writing by the Union. Exempt employees that are not regularly scheduled to work on a day that is a designated holiday may coordinate with their supervisor to take an alternate day off during the two-week payroll period in which the holiday falls. If an alternate day off cannot be scheduled then the supervisor may request to have the employee compensated according to the Pay for Holidays described below.

### **Substitute Holiday**

If for religious or cultural reasons, you observe a holiday different than those set forth above, you may substitute a holiday in place of one of the designated holidays with the written permission of your supervisor. For example, you may choose to observe Yom Kippur in place of Christmas Day or Pride Day in place of Independence Day. Request for substitute holiday must be submitted in writing at least two (2) weeks prior to the observed holiday.

### **Pay for Holidays**

Full-time and part-time employees are eligible to receive holiday pay for Urban Peak designated holidays. When a designated holiday occurs within a pay period, employees working such holiday receive the equivalent of one full day's compensation as holiday pay, subject to prorating for part-time employment. Relief employees are not eligible for holiday pay.

All non-exempt employees scheduled to work on the actual day of an Urban Peak designated holiday will be compensated at a rate of one-and-a-half times (1.5x) the normal rate of pay for the actual number of hours worked on that holiday plus holiday pay. Non-exempt employees who are not regularly scheduled to work on a day that is a designated holiday will still receive the hours they are normally scheduled to work for holiday pay for that day, subject to prorating for part-time employment.

Only the portion of a shift that falls within the 24-hour holiday date are paid the holiday rate. For example, non-exempt employees who report to work the evening before a

designated holiday begins and work past midnight will receive 1 1/2 times their normal pay rate from 12:01 a.m. until the end of their shift on the designated holiday.

Similarly, non-exempt employees who begin their shifts on the designated holiday and end their shifts after midnight the following day will receive 1.5x times their normal pay rate only for hours worked until 11:59 p.m.

Overtime is calculated based only on hours actually worked. Paid holiday hours not actually worked are not considered in overtime calculations. Exempt program employees do not receive payment for actual hours worked on designated holidays. Exempt employees who work their regular schedule or cover a shift during a holiday receive holiday pay and the pro rata portion of the \$200.00 shift coverage stipend.

### **New Year's Eve**

New Year's Eve is not a holiday. However, non-exempt employees who work between 8:00 p.m. and 11:59 p.m. on New Year's Eve will be paid at 1.5x times their normal pay rate for the hours actually worked and exempt employees shall receive the pro rata portion of the \$200.00 shift coverage stipend.

### **Part-time Employees**

Part-time employees regularly scheduled for twenty (20) or more hours per week are eligible to receive holiday pay as described above. Unless authorized by the supervisor, the hours worked plus holiday hours may not exceed the maximum weekly scheduled hours agreed upon for the position.

### **Absence during a Holiday**

Employees who are scheduled to work on a holiday, the day before, or the day after, and who are absent due to illness may be required to provide medical certification to be paid for the holiday.

## **VACATION**

Employees are entitled to paid vacation time. This is an all-purpose time off plan for full-time and part-time employees to use for vacation, personal business and sick leave for illness or injuries including any need for Public Health Emergency ("PHE") Leave. Vacation time should be used by employees to promote their well-being and to support their personal and family needs. The parties agree that it is important for all employees to have time for rest and renewal and strongly encourage all employees to take the paid time off that they need for vacation or personal time.

Full-time employees earn vacation according to the schedule below. Except during the first year or partial year of employment, vacation hours are earned by an employee on a per pay period basis.

Scheduled increases will automatically adjust on the employment anniversary date.

### **Length of Service Paid Vacation**

Less than 1 year 120 hours  
On 1st year anniversary date 144 hours  
On 3rd year anniversary date 160 hours  
On 5th year anniversary date 176 hours  
On 10th year anniversary date 200 hours  
On 15th year anniversary date 216 hours  
On 20th year anniversary date 232 hours

Part-time employees who are regularly scheduled to work at least 20 hours per week accrue vacation at one-half (½) the rate of the full-time schedule. Vacation days should be planned and scheduled in advance.

To the extent such employees were not already in the bargaining unit, full time volunteers (including but not limited to CVV, Urban Servant Corp, AmeriCorps, etc.) hired on as Urban Peak Staff immediately following their volunteer service will receive credit for their volunteer service when accruing vacation hours.

To schedule planned vacation, employees should submit an “electronic request for time off” through the Employee Self-Service portal to their supervisors. Should an employee request more vacation than they have accrued, their supervisor/manager can approve up to sixteen (16) hours for full time staff and up to eight (8) hours for part-time staff of negative vacation time. Any additional vacation time requested that would result in a negative accrued amount must be approved by a Director. Employees may not request more time than they have accrued during the Introductory Period. Any pre-employment approved time off beyond accrued hours must be taken as unpaid leave. Although requested time off shall not be unreasonably withheld , Urban Peak may deny a request based on staffing needs or other employees already scheduling such time off prior to another employee’s request. All conflicts in scheduling of vacation time will be resolved in the order in which requests are received. In the event two requests are issued on the same day, the most senior employee’s request will take priority.

Should an employee leave Urban Peak prior to having earned vacation time that was taken, the employee will be required to reimburse the Organization through a deduction in the employee’s final paycheck. All requests for time off will be subject to approval from the supervisor based on Urban Peak’s needs.

Non-exempt staff may use vacation time in one (1) hour increments. Exempt staff may only use vacation time in half-day increments and will receive their full salary unless their vacation time has been depleted.

### **Maximum accumulation**

Full-time Employees may accumulate vacation hours up to a maximum of 120 hours. Part-time employees may accumulate vacation hours up to a maximum of 60 hours. Once an Employee reaches the maximum accumulation they will no longer accrue vacation time until they reduce the amount of accrued vacation to below the maximum

amount. Employees are encouraged to schedule and take time off before they reach their maximum accumulation amount. Employees may request a temporary lift of this cap if planned vacation requires more than 120 hours of vacation time and will be occurring in the immediate future. Vacation time will not accrue during any leave of absence.

#### **Lump sum payout**

Upon separation from Urban Peak, employees will receive a lump sum payment for accumulated, unused vacation time.

## **ARTICLE 12. SICK/HFWA/OTHER LEAVE**

**12.1 Sick/HFWA Leave** In addition to vacation, Employees shall be entitled to paid sick leave at the accrual rate of .0405 hours for every hour worked. The maximum sick leave accrual for full-time employees is one hundred twenty (120) hours. The maximum sick leave accrual for part-time employees is sixty (60) hours per calendar year. Unused sick leave carries forward into the subsequent calendar year if not used in the calendar year it is accrued. Sick leave may be used for:

- (a) jury or witness duty – sick pay may be used up to three (3) days as required by law; to receive paid leave Employee must provide jury summons prior to the date of jury duty;
- (b) voting leave; up to two (2) hours as required by Colorado law;
- (c) parental involvement – Employees may not take more than six (6) hours of parental involvement leave in one month, with a maximum of eighteen (18) hours per year;
- (d) paid union leave up to seven (7) hours per year;
- (e) or other forms of personal leave.

Employees also may use sick leave for the following reasons and any other reasons permissible under federal, state or local law:

- (a) The employee:
  - (I) has a mental or physical illness, injury, or health condition that prevents the employee from working;
  - (II) needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;

- (III) needs to obtain preventive medical care; or
- (IV) needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member. Family bereavement leave may be taken up to six (6) days. Employer cannot reasonably deny requests for additional time requested by Employee. Additional time may be covered by existing leave policies or unpaid leave, at the discretion of the HR department.
- (V) needs to recover from a traumatic experience related to the death of a youth currently receiving Urban Peak services, or having received services in the last six (6) months. Employer will accommodate requests for youth death bereavement as long as the leave does not unreasonably disrupt shift coverage.

- (b) The employee needs to care for a family member who:
  - (I) has a mental or physical illness, injury, or health condition;
  - (II) needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
  - (III) needs to obtain preventive medical care.
- (c) The employee or the employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to:
  - (I) seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
  - (II) obtain services from a victim services organization;
  - (III) obtain mental health or other counseling;
  - (IV) seek relocation due to the domestic abuse, sexual assault, or harassment; or
  - (V) seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment.
- (d) due to a public health emergency, a public official has ordered closure of:

- (I) the employee's place of business; or
- (II) the school or place of care of the employee's child and the employee needs to be absent from work to care for the employee's child.

(e) The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care; or

(f) The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence.

An employee who leaves work early due to illness may use sick leave for the hours of their scheduled shift that were not worked.

Employees shall not be required to find their own replacements if they call out sick.

Employees who miss work after four (4) consecutive days due to illness may be required to present the Employer with a healthcare provider's statement, or may be required to provide a certification of healthcare provider upon experiencing a serious health condition under the FMLA or FAMLI Act. If sick leave is needed for a planned event, employees shall make a good faith effort to provide notice of the need to take paid sick leave.

## 12.2 Other Leave

### 12.2.1 Sabbatical

#### **Eligibility**

After four (4) years of continuous employment, full-time or part-time employees in good standing may request up to two (2) months of unpaid leave to travel, conduct research, volunteer at another homeless youth organization or undertake special course work. This sabbatical would allow continuation of 403(b), health and other insurance benefits at the then-current employee cost.

#### **Approval**

The appropriate Director or CEO shall review and have discretion to approve all such requests for sabbatical leaves of absence. Careful attention will be paid to the project's

potential to benefit Urban Peak. An employee must provide a written report and make an oral presentation to various employees and/or Board member within two (2) months of completion of the sabbatical.

### **Suspension of benefits**

Employees obtaining a leave of absence are responsible for paying health insurance premiums during the leave. Paid time off and holidays will not accrue during any unpaid leave of absence.

### **Return from Sabbatical**

An employee who does not return from sabbatical or who returns and does not subsequently remain employed at Urban Peak for a minimum of six (6) months may be subject, at Urban Peak's discretion, to repayment of all insurance premiums paid on the employee's behalf while on sabbatical leave.

## **12.2.2 Personal leave of Absence**

### **Allowable term**

Full and part-time employees may receive a personal leave of absence without pay and benefits for a period of up to three (3) months.

### **Conditions for leave**

For the leave to be granted, all of the following conditions must be met:

1. You must have completed at least six (6) months of employment with Urban Peak and be in good standing
2. You must notify your immediate supervisor upon discovery of the need for a leave of absence. Notification must include the purpose or reason for the requested leave, and requests must be submitted to the immediate supervisor in writing; and
3. Approvals have been obtained from your immediate supervisor and CEO and the decision to grant such approval shall be in the sole discretion of your immediate supervisor and the CEO.

### **Reinstatement**

Except where required by the FMLA or Americans with Disabilities Act, Urban Peak does not guarantee reinstatement of an employee to his/her former position following a personal leave of absence.

### **Failure to return**

Unless otherwise agreed to by Urban Peak, employees who fail to return at the expiration of their authorized leave of absence will be terminated.

### **Suspension of benefits**

Employees obtaining a leave of absence are responsible for paying health insurance premiums during the leave. Paid time off and holidays will not accrue during any unpaid leave of absence.

### **12.2.3 Disability leave**

Employees may use paid time off to cover absences due to a disabling injury or illness that substantially limits the employee's performance. In the event of a disabling injury or illness lasting more than two (2) weeks, covered employees should file a claim for disability benefits under Urban Peak's short-term disability and long-term disability plans. Consult the plan documents for specific details.

### **12.2.4 Union Leave**

Bargaining Unit Employees may request Union leave without pay for up to ten (10) consecutive or intermittent calendar days within a calendar year. Requests shall be made to the immediate supervisor at least two weeks in advance. Approval of Union leave is discretionary and is dependent upon the operational needs of the Employer. If the time requested is not approved then the Employer will share the reasons for that decision. Upon return from Union leave, the Bargaining Unit Employee shall be returned to a position that is comparable in terms of pay and job classification.

## **ARTICLE 13. WAGES**

Urban Peak agrees to provide employees under this Agreement a three percent (3%) increase on current wages in year 1. See the Wage Table in Attachment A. In years 2 and 3 of this Agreement, any wage increase will be determined by reopeners negotiations to be held at a mutually agreed upon time no later than sixty (60) days before the 1st and 2nd contract anniversary dates. Each reopeners negotiation will consist of a single session no longer than six (6) hours in length. If at the end of negotiations the parties are unable to reach agreement, the Employer may implement its last, best and final wage proposal; provided Article 10A (No Strike/No Lockout) shall not apply to either party with regards to resolving the implementation of the Employer's proposal.

### **13.1 Initial Wages**

Provided that this Agreement is ratified by the Union membership on or before November 7, 2024, the Employer agrees to implement the first year wage increases in Attachment A retroactive to October 1, 2024. If this Agreement is not ratified on or before November 7, 2024, then the Employer agrees to implement the wage increases in Attachment A effective with the start of the first pay period two (2) weeks following ratification of this Agreement.

## **13.2 Paychecks**

Employees shall be paid via direct deposit on a bi-weekly basis.

## **13.3 Eco Pass**

The Employer will provide an Eco-Pass for the duration of this CBA to all employees who request one and who are currently working at least three (3) days per week.

## **13.4 Mileage**

All employees who travel from one assigned location to another assigned location after commencing work, or perform transportation services for the Employer (e.g., picking up employees during inclement weather) shall be reimbursed for mileage for all such travel. Mileage reimbursement will be calculated using the State of Colorado published mileage reimbursement rate as of the date of travel.

## **13.5 Translation Differential Eligible.**

Employees who qualify are paid a language differential of \$1.00/hour. To qualify, a staff person must meet the following requirements:

- If the job functions, as determined by the supervisor, make it a business necessity for staff to speak key languages, including ASL, as part of their daily functions, and on a regular basis in that job function. Key languages are determined by Denver census data to include the top two non-English speaking populations.
- The staff person must pass a language proficiency test as determined by Urban Peak. Said test shall be administered within two (2) weeks of request.

## **13.6 Night Premium**

All Overnight shifts will receive a \$2/per hour differential. Overnight shifts are defined as shifts that start between 8:00PM. and 4:00AM.

## **13.7 Lead Pay**

All Leads shall receive a \$2/per hour differential.

## 13.8 Staff having a specialized skill.

(required by application) shall receive a \$2/per hour differential.

## 13.9 Cell Phone

If Urban Peak requires use of a personal cell phone, it shall pay a stipend of \$25/month. This stipend shall only apply in the event cell phones are not provided by Urban Peak.

## 13.10 Travel Expenses

- Urban Peak (UP) provides reimbursement for travel, lodging, and meals for expenses incurred by ~~employees~~ while traveling on UP business and authorized in advance by the employee's supervisor.
- Airfare for approved travel may be paid using a UP credit card, or the employee's personal credit ~~card~~ and reimbursed. All travel payments must be requested with a copy of the travel itinerary ~~and~~ proof of the charge (credit card statement showing the charge). Airfare for UP authorized ~~travel~~ will only be paid at the economy rate.
- Lodging for approved travel may be paid using a UP credit card, or the employee's personal credit ~~card~~ and reimbursed. All lodging payments must be requested with a copy of the itemized lodging ~~bill~~ and proof of charge (credit card statement showing the charge). Lodging for UP authorized ~~travel~~ will only be paid at a reasonable market rate.
- Meals eaten while traveling out of the City of Denver can either be reimbursed with an itemized ~~receipt~~, or paid on a per diem basis (itemized receipts are not required for per diem basis).
- Per Diem rates are based upon the U.S. Department of State established per diem rates by U.S. city. • On the day of departure, if departure is prior to 8 a.m., the employee will receive the per diem ~~for~~ the entire day.
  - If departure is between 8 a.m. and 12 noon, the employee will receive the per diem for lunch ~~and~~ dinner.
  - If departure is between 12 noon and 6pm the employee will receive the per diem for dinner ~~only~~.
  - If the employee is attending a conference in which meals are served, the employee will not be ~~reimbursed~~ or paid the per diem for the meal provided in the conference registration, even if ~~the~~ employee chooses to eat on their own.
- Per Diem checks may be requested in advance of UP approved travel at least 6 business days prior to ~~departure~~. A printout from the U.S. Department of State website (<http://www.gsa.gov/portal/content/104877>) indicating the per meal Per Diem rates of the destination city, as well as the travel itinerary, and conference schedule must be attached to the check request.

- On the day of return, the employee will receive the per diem for the entire day if returning after 6 p.m., for breakfast and lunch if returning between 12 noon and 6 p.m., and for breakfast only if returning prior to 12 noon.
- Airport parking or shuttle may be reimbursed with a receipt or requested in advance and then ~~reconciled~~ with a receipt upon return. Parking for UP authorized travel will only be paid at a reasonable market rate. Transportation expenses that may be incurred upon arrival to the ~~destination~~ city (such as airport to hotel, hotel to conference center, etc.) will be reimbursed with receipts. If an advance for transportation is given, the employee will need to supply receipts for ~~the~~ transportation upon return and reconcile the amount advanced with the supplied receipts.
- For employees required to attend a full day ~~meetings~~ in town, the employee may request ~~reimbursement~~ for lunch with an itemized receipt if a meal is not provided as part of the ~~meeting~~.
- Alcohol, cigarettes, snacks, entertainment, or other personal items will not be reimbursed.

## ARTICLE 14. Benefits

Except as set forth in this Agreement, bargaining unit employees shall be entitled to the same benefits, such as health insurance and Employer's 403(b) plan, on the same terms provided to other non-bargaining unit employees and as modified from time to time.

## ARTICLE 15. PERMANENT REDUCTIONS IN FORCE AND HOURS

### 15.1 Layoff

Should it become necessary for the Employer to reduce its workforce, the Employer shall follow the layoff process as defined below.

1. The Employer shall provide notice to the Union and affected employees thirty (30) calendar days in advance of any such reduction. Such notice shall indicate the job roles, number of hours, and the number of Bargaining Unit Employees who will be affected by the layoff. In the event where a layoff is the result of an emergency such as an act of violence or a natural disaster, or any other event or circumstance not within the Employer's control (e.g., the sudden and unexpected discontinuance of funding for particular programs or positions), the Employer

shall notify the Union as soon as possible and prior to providing notice to Bargaining Unit Employees.

2. The Union shall meet with the Employer within seven (7) days after notification to the Union to begin bargaining about the effects of the layoff decision. All disagreements by and between the parties regarding such effects bargaining, however, shall not be subject to the Grievance and Arbitration articles and neither party may engage in conduct in violation of the No Strike/No Lockout article of this Agreement.
3. Introductory and temporary Bargaining Unit Employees within the affected job role at the affected location(s) shall be laid off first without regard to their individual periods of employment. Non-introductory Bargaining Unit Employees within the affected job role at the affected location(s) shall be laid off next in reverse order of their seniority. No more senior employee shall be laid off as long as there is a less senior employee working hours in the same job role at the affected location(s).

## 15.2 Vacant Positions and Bumping

1. Bargaining Unit Employees displaced in a layoff shall be offered available open positions within their job role for which they are qualified in order of seniority.
2. A Bargaining Unit Employee who is being laid off may displace a less senior Bargaining Unit Employee in the same job classification, provided that they have the qualifications to do the job. A bumped Bargaining Unit Employee who does not bump another Bargaining Unit Employee shall be included in the layoff.

## 15.3 Recall

1. Whenever a vacancy occurs while employees are on layoff, laid off Bargaining Unit Employees within that job role who are qualified to fill the vacancy shall be recalled in order of seniority.
2. Recall rights shall last for twelve (12) months.
3. Those laid off Bargaining Unit Employees with recall rights are called "Recallables."
4. The Employer shall notify any Recallables via registered mail of the Recallables' option to return to employment no less than seven (7) calendar days prior to when the Employer desires that the Recallable Employee(s) return to employment. These Recallables shall have twenty-four (24) hours from receipt of

the Recall Notice to indicate unequivocally that the Recallable will return to employment (“Yes Notice”). If the Recallable fails to provide the Yes Notice, then that Recallable has irredeemably waived their recall rights.

5. All pending performance corrections and performance improvement plans will be in effect upon recall.
6. Recallables shall keep the Employer apprised of current email, phone number, and mailing address.

## 15.4 Permanent Reduction of Hours

If a permanent reduction in hours is necessary, the Employer shall reduce hours in the following manner:

1. Prior to permanently reducing hours, the Employer shall give affected employees as much notice as practicable but in any event not less than 2 weeks.
2. The Employer shall first ask for volunteers within the affected job role at the affected location who wish to reduce their hours. If multiple employees volunteer, then the Employer will accept such employees in seniority order, starting with the most senior employee at that location.
3. If no employees volunteer, then the Employer will reduce hours starting with the least senior employee and progressing to the most senior employee in the affected location.
4. A permanent reduction in hours shall not be considered a layoff as defined in Section 15.1, Layoff.
5. Bargaining Unit Employees who volunteer to reduce their hours or who have had their hours reduced have the option of using annual leave, if the Bargaining Unit Employee has accrued sick or vacation leave. If the Bargaining Unit Employee chooses not to use available annual leave, then the Bargaining Unit Employee will not be paid for time not worked.
6. No Bargaining Unit Employee will lose eligibility for benefits because of hours reductions that take place, voluntarily or involuntarily, unless their scheduled regular hours as defined in Article 9, are reduced to less than twenty (20) hours per week.

## Position Vacancies

All vacancies and new positions in the bargaining unit shall be emailed to bargaining unit employees the same day the position is posted externally. Postings shall include job title, program or department, and compensation. Bargaining unit employees

applying for posted job vacancies within the bargaining unit must complete an internal application form to be considered for the interview process. Employees on a final written warning or performance improvement plan are not eligible to transfer. Management may but shall not be required to consider whether the employee has a favorable attendance record. Bargaining Unit Employees shall be given preference over external candidates if qualifications for the posted position are relatively equal. Internal candidates may be considered for the position based on seniority.

## Article 16. SAFETY AND TRAINING

### **Safety Rules and Regulations**

The Employer shall carry out its obligations as set forth in applicable Urban Peak standards, federal, state and local laws and regulations, to provide a safe environment for its clients and Bargaining Unit Employees. The Employer shall be responsible for enforcement of such rules and regulations and of its own safety rules and regulations. Employees are responsible for adhering to such rules and regulations as well as for reporting perceived safety issues to their supervisor.

### **Facility Equipment, Materials and Training.**

The Employer shall provide necessary and functioning equipment, materials, and training to Bargaining Unit Employees in order to provide a safe workplace. The Union and the Employer will work cooperatively to establish training related to safety that will be accessible to all employees. Any employee wishing to receive additional training related to Urban Peak's safety policies and procedures shall be able to access four (4) additional training hours and will be paid for such time spent in these training sessions per the time allotted above and subject to Supervisor and Assistant Director of Training and Project Management approval.

### **Safe Equipment and Safe Conditions.**

No Bargaining Unit Employee shall be required to work on or with an unsafe piece of equipment or under an unsafe condition as defined by all applicable Urban Peak standards, as well as federal, state, and local laws and regulations. This language may only be invoked after a Bargaining Unit Employee discusses the matter with their supervisor.

### **Employer Paid Vaccines and Tests.**

The Employer will reimburse employees for the cost of initial TB tests, flu vaccines, and any other newly required vaccines for employment that are not otherwise covered under individual health insurance. If an employee is exposed to any infectious disease after a documented case of said disease, the Employer shall make testing and treatment available at no cost to the employee.

### **Employer Required Pre-Employment Drug Testing**

Individuals that have been selected for an employment offer are subject to successfully completing pre-employment screening prior to beginning employment with Urban Peak. Pre-Employment could include but is not limited to Urinalysis Drug Testing and/or Breath Alcohol Test (BAT). Any positive result of any degree will disqualify the applicant from employment, but the applicant may re-apply after the expiration of 90 days.

Refusal to submit to testing will result in disqualification of further employment consideration.

Prior to employment offer extension, employees will be notified of Pre-Employment Testing Policy and will schedule appointment directly through the ADP portal prior to start date.

## ARTICLE 17. SEPARABILITY

If any part of this Agreement is against any current laws or laws passed in the future, that part of the contract shall be superseded, but all other parts of the Agreement shall remain in effect. Furthermore, if any provisions of this contract or the applications of such provisions to any person or circumstance are ruled as an "unfair labor practice," or in any other way contrary to law, by any Federal or State court or duly authorized agency, the remainder of this contract or the application of such provision to other persons or circumstances shall not be affected thereby, and the parties will negotiate to replace such provision.

## ARTICLE 18. LABOR MANAGEMENT COMMITTEE

1. A LMC includes four (4) members of the bargaining unit and four (4) management level employees. Engaging employees in the design and implementation of their work creates a healthy work environment and builds commitment to superior organizational performance. Successful engagement begins with appropriate structures and processes for labor-management interaction to take place. It requires the commitment and accountability of labor and management to communicate to stakeholders that engagement in Partnership is not optional, but the way that Urban Peak does business. Members of the LMC participate in discussion topics such as:

- Assisting with feedback loop between staff and management
- Communicating between all Urban Peak committees
- Staff survey results
- Training needs
- New initiatives and process changes
- Collaboratively assessing and improving communication between employees and management

- Improving youth experience
- Diversity, Equity, and Inclusion
- Safety
- Data outcomes

Implementation of the LMC should be the first quarter following ratification, and every following quarter for the duration of the Agreement. The LMC will be responsible solely for making recommendations for Urban Peak management, and cannot change the language or application of the Agreement. Members of the LMC may be responsible for implementation of any changes or applications made or recommendations accepted.

## ARTICLE 19. DURATION

This Agreement shall be effective on November 1, 2024 and shall remain in full force and effect through October 31, 2027. Either party may serve written notice on the other at least ninety (90) days prior to expiration, of its desire to add, amend or terminate any provision of the Agreement. Any change agreed upon by the parties shall be reduced to writing and executed by duly authorized officers or agents of the parties to this Agreement.

SEIU LOCAL 105	URBAN PEAK
By:  Stephanie Felix-Sowy, President	By: _____ Christina Carlson, CEO
Date: 11/26/2024	Date: _____