

# COLLECTIVE BARGAINING AGREEMENT

**BETWEEN**  
CWA Local 1180  
&  
**NATIONAL  
DOMESTIC  
WORKERS  
ALLIANCE**



**DEC. 7, 2025 – JUNE 30, 2028**



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## **PREAMBLE**

This Agreement was made and entered into by and between the National Domestic Workers Alliance (hereinafter referred to as “NDWA,” or “Employer”) and Communications Workers of America (hereinafter referred to as “CWA” or the “Union”).

Whereas the parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment;

Now, Therefore, in consideration of the promises and mutual agreements contained herein, NDWA and the Union agree as follows and obligate themselves to comply in good faith with all the provisions of this Agreement with respect to the employees of NDWA recognized as being represented by the Union.

## RECOGNITION & ESTABLISHMENT OF THE UNIT

**Section 1.** NDWA recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment on behalf of all covered employees in the bargaining unit set forth in Section 2 below. The term “employee” or “covered employee” as used in this Agreement shall mean a bargaining unit employee, unless otherwise specified.

**Section 2.** The bargaining unit covered by this Agreement shall consist of all full-time and regular part-time employees, and those whose job titles are created pursuant to the new job titles provisions of this Agreement, but excluding interns, temporary employees (engaged for a period of no more than 12 months); confidential employees, all staff in positions classified by NDWA as Senior Management in accordance with Appendix A of this Agreement, “Voluntary Recognition Process Agreement” between CWA & NDWA dated September 30, 2020; employees of a fiscally sponsored organization such as “Caring Across Generations”; and any other employees that the Union and NDWA mutually agree in writing should be excluded from the bargaining unit.

## NEW JOB TITLE & JOB CLASSIFICATIONS

**Section 1.** NDWA shall notify the Union in writing of any newly created bargaining unit classifications or titles, the duties established therefore, and the temporary wage rate.

**Section 2.** The Union shall have the right, within thirty (30) calendar days of the date the Union was notified by NDWA of the newly created bargaining unit classification or title, to initiate negotiations concerning the temporary wage rate established by NDWA and the job description. If negotiations are not so requested within thirty (30) calendar days, the temporary wage rate and job description will be made permanent. The parties agree that they shall negotiate for a period of no more than sixty (60) calendar days from the date such negotiations commenced.

- A. If an agreement is reached by the parties within the said sixty (60) calendar days as to the appropriate permanent wage rate and job description, such agreement shall be applied retroactively to the day of the establishment of the new classification or title.
- B. If no agreement as to the appropriate permanent wage rate or job description for such classification or title has been reached within the said sixty (60) calendar days, the issue shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible but no later than thirty (30) calendar days following conclusion of negotiations.
- C. The mediator used in the mediation process referred to above shall be selected by mutual agreement of the parties within seven (7) calendar days following the conclusion of negotiations. If the parties are unable to agree on a mediator within this timeframe, they will select from a list of five (5) mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.
  1. If agreement is reached in the mediation process as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of establishment of the new classification or title.
  2. If no agreement is reached in the mediation process, each party shall submit a final proposed permanent wage rate to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions, and arguments presented by the parties during the conference. The permanent wage rate designated by the mediator shall be applied retroactively to the day of the establishment of the new classification or title.

**Section 3.** The parties agree that any new title created that is similar to the current job titles and/or classifications in the bargaining unit will be included in the bargaining unit, unless it qualifies for an exclusion listed in the Voluntary Recognition Process Agreement (Appendix A) or under Article 1 of this Agreement. NDWA will inform the Union when a new position is excluded from the bargaining unit and the reasons for such exclusion.

## EMPLOYMENT STATUS

**Section 1.** A full-time employee is any employee regularly scheduled to work forty (40) hours per week. Upon first day of employment, full-time employees are eligible for benefits as defined under this Agreement, unless any waiting periods apply.

**Section 2.** A part-time employee is any employee regularly scheduled to work less than forty (40) hours per week. Upon first day of employment, part-time employees are eligible for all benefits, unless any waiting periods apply and based on any applicable requirement as defined in this Agreement. The classification of a part-time employee is based on the employee's "average equivalent work week". The "average equivalent work week" of each part-time employee shall be reviewed by NDWA no less often than every three (3) months and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, NDWA will consider the actual average number of hours worked per month during the preceding three (3) month period divided by 4.35, rounding the result to the next higher whole number.

**Section 3.** An employee shall be classified as "exempt" and ineligible for overtime pay if, and to the extent, that employee qualifies for an exemption from overtime under the Fair Labor Standards Act ("FLSA") and/or relevant state or local wage-hour laws. The Union or the exempt employee shall have the right to challenge said classification through the grievance and arbitration process. NDWA shall provide information and periodic trainings on the definition and meaning of FLSA status.

**Section 4.** An employee shall be classified as "non-exempt" and be eligible for overtime pay if, and to the extent, that employee does not qualify for an exemption from overtime under the FLSA and/or relevant state or local wage-hour laws. Non-exempt employees can be either full-time or part-time employees.

**Section 5.** A temporary employee is one who is engaged for short-term assignments due to their expertise in a particular area and have been hired for a particular project or for a finite period of time, with the definite understanding that his/her employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. However, if NDWA determines that the assignment or need becomes indefinite, NDWA will reclassify temporary employee(s) to regular full-time or regular part-time employees. Except as otherwise agreed to between the Parties, when the total time of a temporary employment lasts a cumulative twelve (12) months, the employee from that point forward will be included in the bargaining unit subject to the provisions of this Agreement.

**Section 6.** An intern is an individual who performs work on an unpaid or paid basis for the individual's own purposes, which includes, but is not limited to, meeting educational requirements or expectations for a degree being pursued by the individual, and/or providing support for NDWA's initiatives/causes. Interns shall not be included in the bargaining unit provided that the internship lasts no longer than twelve (12) months and/or the intern is not a paid employee of NDWA. In no event the total time of an internship will last a cumulative twelve (12) months of employment.

**Section 7.** Fellows are employees who are, in some cases, hired for an anticipated term of employment and funded by time-limited funding sources that are directed by the funder to fund that individual (e.g., recent law graduates who obtain post-graduate legal fellowship funding). Fellows who are in the bargaining unit shall be subject to the provisions of the Collective Bargaining Agreement, except that notwithstanding any other provision of the CBA:

- A. Their employment terminates at the scheduled end of their term or fellowship, and such termination shall not be subject to the grievance/arbitration procedure. Fellows must receive notice prior to the end of their fellowship or term as to whether NDWA intends to retain them as an employee in a substantially similar capacity;
- B. The fellowship funding agreement will prevail in the event of conflict or contravention.

**Section 8. In-Unit Supervisor.** An in-unit supervisor is any member of the bargaining unit that is assigned a supervisory role and has been agreed by the Parties to be in the bargaining unit. To avoid any potential conflict of interest, their supervisory functions will be limited to hire, transfer, promote, assign, direct, coordinate, plan, supervise, monitor, provide coaching and feedback, establish performance improvement plans, conduct annual performance evaluations, and train employees in the bargaining unit assigned under their supervision. In-unit supervisors can only adjust informal grievances from members they supervise as long as they are not inconsistent with this Agreement. They also must maintain confidentiality with respect to conversations, deliberations, and information relating to the supervisory and/or managerial functions such individuals may perform. In-unit supervisors may recommend to Human Resources that disciplinary action be taken against a bargaining unit member under their supervision. The final decision on implementation of any disciplinary action against a bargaining unit member will be made by Human Resources.

**Section 9. Senior Management.** Consists of NDWA staff in the categories of “Executive Director,” “Executive Team,” “Senior Directors,” and “Department Directors” in accordance with the intent and meaning of the Voluntary Recognition Agreement of September 30, 2020 (Appendix A).

**Section 10. Probationary Employees.** Employees are subject to a probationary period of ninety (90) days commencing on the first day of employment provided, however, that NDWA may extend said period for an additional ninety (90) days upon agreement with the Union. NDWA can terminate the probationary employee at will, at any time before the expiration of their probationary period, and such action shall not be subject to Article 24 (Adjustment to the Workforce), Article 25 (Discipline) or to the grievance and arbitration provisions of this Agreement (Articles 26 and 27). Before the end of their first ninety (90) days of employment, the employee and their supervisor will conduct an initial evaluation to inform NDWA’s determination whether there is a good fit between NDWA and the employee and whether the employee will be retained beyond their probationary period. If NDWA fails to advise probationers of known performance deficiencies within the first sixty (60) days of employment or thereafter when known, the probationary period will be extended by thirty (30) days upon the request of the Union. If the employee is not dismissed before the expiration of the probationary period, they will be considered permanent employees of NDWA.

## BARGAINING UNIT WORK

**Section 1.** NDWA will not utilize contractors, temporary employees and/or agency employees in an effort to displace, erode or undermine the Union or bargaining unit work. Further, it shall not be initiated for the purposes to discriminate against any of its members, circumvent this Agreement, nor shall be the cause of layoff of regular employees or part timing of full-time employees.

**Section 2.** In the event NDWA needs to contract out bargaining unit work or temporarily utilize agency workers to perform bargaining unit work, it will notify the Union of the nature and duration of that engagement. Such contractors and agency workers will be engaged only for reasons associated with NDWA workforce or technological requirements or to provide expertise in a particular area. No later than one (1) week after entering into such an engagement, NDWA will provide the Union the contractor or agency worker name, the duration of their engagement, the NDWA staff to whom they report, and the scope of work assigned to the contractor and/or agency worker(s).

**Section 3.** In the event NDWA needs to hire temporary employee(s) to perform bargaining unit work, it will provide notice to the Union no later than one (1) week after the hiring, including the name of the temporary employee, job title, scope of work, the expected work duration, and the NDWA staff to whom they report.

**Section 4.** Non-unit supervisors will not perform non-supervisory bargaining unit work except to maintain operations in emergency situations when insufficient unit employees are available to perform the work needed or when such is necessary for other legitimate and immediate needs. In no case shall non-unit supervisors or other non-bargaining unit workers be utilized to erode the bargaining unit.

**Section 5. Technology.** Technology that involves the use of approved generative artificial intelligence (gAI), including machine learning or deep learning, may be used by employees in line with NDWA policies, gAI cannot replace human judgment, individual creativity, or expertise and that AI should only be used for drafting and idea generation, not as a final decision-making tool. GAI shall not be used to justify layoffs, job eliminations, or part-timing of workers, instead, NDWA shall prioritize retraining and reassignment to adapt to those technological changes. Human oversight will remain central to all decision-making.

# NON-DISCRIMINATION

**Section 1.** The Parties agree that all personnel actions such as compensation, benefits, transfers, terminations, layoffs, return from layoff, training, education, tuition assistance, and social and recreation programs, will be administered without regard of actual or perceived race, color, creed, religion, class, age, sex, gender, gender identity, gender expression, sexual orientation, partnership status, pregnancy status, marital status, familial status, national origin, ancestry, immigration and citizenship status, affiliations, refugee status, asylum-seeking status, statelessness, veteran status, military status, disability, genetic predisposition or genetic information, domestic violence victim status, sex offense or stalking victim status, union activity, juvenile delinquency adjudications, youthful offender adjudications, arrests, or convictions or any other classification protected by applicable federal, state, or local laws.

**Section 2.** For the purposes of the Article, all the terms contained in Section 1 above shall be interpreted as defined by law. If the terms “gender identity” and “gender expression” are not defined under law, then the terms shall have the following meanings:

- A. Sex characteristics refer to the chromosomal, gonadal, and anatomical features of a person, which include primary characteristics such as reproductive organs and genitalia, and/or in chromosomal structures and hormones, and secondary characteristics such as muscle mass, hair distribution, breasts, and/or stature.
- B. Intersex individuals are those born with sex traits and reproductive anatomy that differ from the binary biological characteristics of male and female, and who may or may not identify with intersex as their gender identity.
- C. Gender identity refers to an individual’s unique experience or lack of experience on the psychological, emotional, interpersonal, and/or societal levels within or without the spectrum that spans femininity, masculinity, neither, and/or a combination of all the above. One’s gender identity may or may not correspond with their gender assigned at birth (such as the sex listed on their birth certificate) and evidence of one’s gender or sex may never be requested or required.
- D. Gender expression refers to the way in which one expresses, relates, and/or connects their internal experience or lack of experience of gender to the outside world through their name and pronouns, physical appearance, clothing choice and accessories, behaviors and mannerisms that express aspects of one’s gender identity and/or role, vocal characteristics, personal medical decisions or actions related to gender identity or transition, and any other interpersonal and social acts, experiences, preferences, and decisions related to one’s gender identity. Gender expression may or may not conform to a person’s gender identity and might fluctuate between varying expressions of gender.

**Section 3.** NDWA and the Union agree to continue their policies that each bargaining unit member is also obligated not to discriminate, harass, or retaliate on the basis of any of the protected characteristics or activities described above, against any other employee or anyone with whom the employee has contact with during the course of the employee’s work.

**Section 4.** Transitioning employees have the right to determine when, how, and with whom to share information about their transition status.

**Section 5.** All staff have the right to:

- A. Expect privacy in relation to their gender identity and gender expression.
- B. Have NDWA personnel records reflect changes in name or gender upon request. NDWA may be required by law to provide documentation of a legal name change in order to change the employee's name in certain circumstances, such as in connection with the employee's payroll or retirement accounts.
- C. Be referred to by the individual's identified name and pronoun(s). The intentional or persistent misuse of a person's pronouns or gender identity can constitute harassment and an act of workplace discrimination, provided the individual has made their name and pronoun(s) known to Human Resources via email. All employees may display their pronouns in signature lines and in other contexts where helpful to identify the way in which they would like to be addressed.
- D. Have their gender identity and gender expression supported by management and Human Resources. When requested, management and/or Human Resources will assist transitioning employees to navigate transitioning in the workplace and in their interactions with other staff, partners, donors, and other members of the public, in accordance with established guidelines.
- E. Access restrooms corresponding to their gender identity to the extent allowed under law. In addition, NDWA preference is for all NDWA facilities (if opened in the future) to have at least one (1), non-gendered restroom available for use to the extent reasonably possible given other facility constraints. NDWA facilities already in existence, under lease, or currently in lease negotiation at the time of the signing of this Agreement are not required to have a non-gendered restroom if this is not practicable.
- F. Access to a private location, not a restroom or sanitary facility, for the purpose of chest feeding at in-person events, which may be the chest feeding person's own private sleeping room if such is available, provided the employee notifies NDWA when registering or RSVP-ing for the event of the need for such space. The location must be reasonably close to the event activities and in compliance with applicable federal, state, and local laws.

**Section 6. Americans with Disabilities Act.** This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal laws, including the Americans with Disabilities Act (ADA). In the event that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by NDWA with respect to work schedule, job duties, or any other term or condition of employment, shall not in any way become applicable to any other individual, class, or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any other person for any purpose at any time.

# IMMIGRANT WORKFORCE

**Section 1.** For bargaining unit members holding a NDWA-sponsored temporary work authorization, NDWA will, upon request of the employee, meet with the employee between eighteen (18) and twelve (12) months prior to the expiration of the NDWA-sponsored work authorization to discuss whether NDWA will be seeking to renew the NDWA-sponsored work authorization on either a temporary or permanent basis.

- A. In making such a determination, NDWA may take into consideration such factors, including but not limited to, the viability of obtaining a NDWA-sponsored work authorization, the bargaining unit member's tenure, skills, and performance, and NDWA's operational needs. If such a meeting is requested, NDWA will provide the bargaining unit employee with its decision on renewing a NDWA-sponsored work authorization as early as legally possible. NDWA reserves the right to make the final decision regarding appropriate immigration strategy and timing, and to discontinue any NDWA-sponsored immigration process at any time.
- B. If NDWA chooses not to renew a NDWA-sponsored work authorization, NDWA will explain the basis for its decision in writing to the bargaining unit member. Such a decision against renewal of work authorization will not in and of itself negatively impact a bargaining unit member's future application for separate employment opportunities with NDWA provided that those factors that led to such decision may still be taken into account (e.g., performance).
- C. When NDWA chooses to renew the NDWA-sponsored work authorization of a bargaining unit employee, NDWA will make reasonable efforts in the immigration sponsorship process in good faith but cannot guarantee any result.

**Section 2. Absence from Work Due to Law Enforcement.** NDWA will not discipline, discharge, or otherwise act against any employee who is absent from work due to arrest, detention, or incarceration by law enforcement pursuant to the employee's citizenship status or Visa status, and those days will not count against the employee's time and attendance record, provided the employee communicates as soon as reasonably practicable. In such instances, provided the employee still has their work authorization, the employee will be granted up to ninety (90) calendar days of unpaid leave during which time they will not accrue paid time off or sick leave, after which point they may be terminated at NDWA's discretion.

**Section 3. Protection of Rights During Workplace Immigration Enforcement.** NDWA will promptly notify the Shop Steward and Union if NDWA is contacted by the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE), a branch of DHS, for any purpose or if a search and/or arrest warrant, administrative subpoena or other request for documents is presented in order that the Union can take steps to protect the rights of its members. Further, NDWA will:

- A. NDWA must refuse consent to admit any DHS or ICE agents who do not present a valid judicial warrant signed by a federal judge or magistrate. The organization will post conspicuous notices at all entrances stating that law enforcement, including those of Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE), shall not be admitted without a valid warrant signed by a federal judge or magistrate. NDWA will provide training and a security protocol to staff members on how to interact with law enforcement agents to guarantee their safety.
- B. When presented with a judicially signed warrant NDWA will provide the authority presenting such warrant with a written statement that it is specifically withholding consent to enter any non-public areas of the

workplace and is permitting search only under protest. If providing a written statement is not possible, NDWA will verbally inform the authority presenting the warrant that they are withholding consent to enter non-public areas of the workplace and is permitting search only under protest. NDWA will provide the Union with a memo outlining the verbal conversation.

- C. Not reveal to DHS the names, addresses or immigration status of any employee, except pursuant to a valid warrant or subpoena signed by a federal judge, magistrate, or immigration officer designated by DHS.
- D. Permit inspection of I-9 Forms by DHS or Department of Labor (DOL) only after a minimum of three (3) written days' notice.
- E. NDWA shall provide no documents other than the I-9 forms to DHS for inspection in the absence of a valid DHS administrative subpoena or a search warrant or subpoena signed by a federal judge or magistrate.
- F. Where a warrant specifically names certain individuals or the DHS presents a warrant or subpoena, which requires the production of I-9 forms, the inspection shall be permitted, and individuals named on the warrant shall be called into the front office.
- G. Where DHS notifies NDWA that certain employees do not appear to be authorized for continued employment, NDWA will provide the employees with a reasonable opportunity of not less than two (2) weeks to present other documents as listed on Form I-9 to establish their employment authorization unless there is a legal requirement for a shorter timeline.
- H. Nothing in this provision shall be interpreted to limit the employee's rights to continued employment under the "receipt rule," which grants employees ninety (90) days to present to NDWA a replacement document of a previously issued but expired employment authorization.
- I. It is acknowledged that this Agreement shall not be interpreted to cause NDWA to knowingly hire or continue the employment of any person not authorized to work in the United States as prohibited by IRCA 8 U.S.C. 1324a(a)(1)(A)(2).

**Section 4. Audits.** Absent such form notice from DHS, ICE, or any other federal, state, or local enforcement agency, or any other legal requirement, NDWA will not allow any other private or public entity to conduct such an audit or inspection. NDWA may still conduct audits and inspections of its I-9 or personnel records in the course of its regular processes.

**Section 5. I-9 Forms.** NDWA will maintain employee I-9 forms in a file separate from personnel records, as required by law. NDWA will not retain any copies, however obtained, in any files other than the separate I-9 file.

**Section 6. Verification and Re-Verification of Work Authorization.** NDWA will not require or demand proof of immigration status, except as may be required by 8 U.S.C. 1324A(B) and listed on the back of the I-9 form. Further, NDWA will not require that an employee re-verify their authorization to work unless NDWA obtains actual or constructive knowledge that the employee is not authorized to work in the United States. "Actual or constructive knowledge" means such knowledge that would subject NDWA to liability under the "Employer sanctions" provisions of the immigration laws, 8 U.S.C. 1324a. Further, NDWA will not require employees engaged in "continuing employment" to provide proof of work authorization, including Social Security numbers (SSNs). "Re-verification" means requesting that an employee show documents that purport to prove their authorization to work in the United States and includes a request to provide proof of a valid SSN. In the event that NDWA determines it needs to re-verify an Employee's authorization to work, NDWA will first notify the Union and provide the Union with the basis for the need to re-verify an employee's authorization prior to notifying the employee, and will, upon request of the Union, meet with the Union to discuss the need to re-verify and comply with all other section of this Article that may apply.

- A. Afford the employee a reasonable period of time of not less than ninety (90) days to establish work authorization; and
- B. Not take any adverse employment action against the employee unless NDWA has complied with Section 3 (A) and (B) above, and is required to do so by law.

**Section 7. Transfer of I-9 Forms.** In the event of a sale of the business or its assets, or other business reorganization that transfers the employees to a different entity, NDWA shall transfer the I-9 forms of its employees to the new Employers, and shall endeavor to condition such sale on the successor Employer's written agreement to use transferred I-9 forms to satisfy obligations with respect to I-9 forms. In the event of a business reorganization that transfers employees to a fiscally sponsored organization, NDWA shall condition fiscal sponsorship on the fiscally sponsored organization's written agreement to use transferred I-9 forms to satisfy obligations with respect to I-9 forms.

**Section 8. Inquiries Into Immigration Status.** NDWA will not ask any employee, either orally or in writing, to respond to questions or provide documentation of immigration status, except as required by law. NDWA determines that such a request is required by law, NDWA will provide the employee(s) and the Union a detailed explanation for the request, in writing, citing the factual and legal basis for the request. The Union will have two (2) weeks to reply to the request. The employee will not be required to respond to questions or provide the requested documentation while the Union and NDWA attempt to resolve a dispute under this section.

**Section 9. Employer Participation in Employers Verification Pilot Projects.** NDWA will not participate in a non-required pilot computer or online verification of immigration or work authorization status, except as required by law. For avoidance of doubt, NDWA may use E-verify only in states where this is legally required.

**Section 10. Corrections to Records.** An employee may notify NDWA of a change in name or SSN, and NDWA will modify its records to reflect such changes. Such employees shall not have their seniority or employment status affected or suffer any loss of benefits as a result of notifying NDWA of such changes. NDWA may not discharge or in any manner discriminate, retaliate, or take any adverse action against an employee because the employee updates or attempts to update their personnel records to reflect change to their lawful name or valid SSN.

**Section 11. Social Security "No-Match" Letters.** In the event that NDWA receives notice, either by correspondence or otherwise, from the Social Security Administration (SSA) indicating that an employee's name and SSN that NDWA reported on the Wage and Tax Statements (Form W-2) for the previous tax year do not agree with SSA's records, NDWA will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Union.

- A. NDWA will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee as a result of these circumstances;
- B. NDWA will not contact the SSA or any other governmental agency after receiving notice of a "no-match" from the SSA; and
- C. NDWA will not interrogate any employee about their SSN (see section "Inquiries into Immigration Status").

**Section 12. Expiration of Documents.** In the event that an employee must be removed from employment due to the expiration of the employee's work authorization document, and provided that they becomes re-eligible within a ninety (90) day period, NDWA agrees to reinstate the employee to the job without loss of seniority upon receipt of the renewal work authorization document if the employee provides appropriate documentation.

**Section 13. Remedies.** If NDWA violates any provision of this Article and such violation directly or indirectly leads to the termination or resignation of any employee, NDWA shall, in addition to any other remedies awarded by the arbitrator, reinstate and make the employee whole, as permitted by law.

**Section 14. Citizenship.** Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend U.S. Citizenship and Immigration Services interviews and any related matters for the employee only. Employees are permitted to, but do not have to, utilize PTO on these days. NDWA may request verification of the reason for such absence. On the day an employee becomes a U.S. citizen, NDWA will compensate the employee with a one-time paid personal holiday in recognition of their citizenship.

**Section 15. English as a Second Language Workers.** NDWA recognizes its status as a national workforce, operating domestically in the U.S. NDWA shall provide employees with verbal and/or written interpretation in contexts in which organization-wide information is being provided. NDWA agrees that any employee who is disciplined or discharged must be provided with notice in a language in which they are proficient, and any meetings that may lead to or concern discipline or discharge must be conducted in a language in which the employee is proficient.

**Section 16. Work Authorization.** For employees holding any temporary work authorization, NDWA will make reasonable efforts to support people in their authorization process, if permitted by law, in good faith, including by providing timely proof of employment letters as required for TN visas.

**Section 17. Immigration Legal Fee Support.** Any full-time employee who is authorized to live and work in the United States is eligible for reimbursement under this article.

- A. NDWA will reimburse up to \$1,000 in immigration legal fees and costs an eligible individual incurs under this policy. Such reimbursable fees may include, for example, a consultation fee, legal fees paid to an attorney, or a fee paid to U.S. Citizenship and Immigration Services (USCIS) as part of an application or filing.
- B. NDWA will provide to any interested staff a list of immigration law attorneys who are aware of this reimbursement policy and who have expressed a willingness to represent NDWA staff and their families.
- C. In order to request the legal fee reimbursement, staff shall first reach out to HR and include a copy of one or more invoices or receipts from their legal counsel for which they are requesting reimbursement. The receipts or invoices shall include the name of the firm or attorney that provided staff legal services and a general description of services provided.
- D. HR will review eligibility for reimbursement and either approve or deny the request or request further supporting documentation.
- E. During the life of the contract, upon request by either party, the Union and NDWA may meet to discuss the success of the Immigration Legal Fee Support program and may make changes to the Immigration Legal Fee Support policy by mutual agreement of the parties.

## HIRING & PROMOTIONS

**Section 1.** All bargaining unit vacancies will be posted (manually or electronically) in such a fashion as to be accessible by employees. The posting shall include the title, pay range, and sufficient information regarding requirements and duties to adequately describe the vacancy. Once posted, NDWA will disseminate the position to all employees in the bargaining unit via a separate email with a clear subject line in reference to the job opening to all staff.

- A. When a vacancy requires or prefers prior college degrees, NDWA will allow for the substitution with prior experience. NDWA will determine in good faith what experience is substitutable for the degree required. The foregoing will not apply when a degree is essential for the vacancy.
- B. The vacancy will remain posted for seven (7) days from the day the position was shared to all staff via email. Employees who apply for the vacancy will be interviewed by NDWA prior to interviewing outside applicants, unless the internal bidder is unavailable. After the seven (7) days, employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants.

**Section 2.** Successful bidders/applicants will be chosen based on their qualifications, such as experience, skill, and job-related knowledge. Qualifications for a position shall be determined by NDWA. Where in NDWA's judgment the qualifications of an internal applicant and an outside applicant are substantially equal, NDWA shall award the position to the internal bidder provided that application of such internal preference does not undermine NDWA's efforts to foster diversity, equity, and inclusion in hiring.

**Section 3.** Where NDWA is deciding between two (2) internal applicants whose qualifications, in NDWA's judgment, are substantially equal, seniority shall be given primary consideration.

### **Section 4. Promotions.**

- A. Employees in the bargaining unit may be recommended by their first-level supervisors for promotions to a higher-level position if such a higher position exists. The recommendation must be sent to the Department Director and Senior Director of Human Resources for evaluation and final decision. Supervisors will need to provide a job description for the new role and the employee will need to undergo an interview and application process for the promotion.
- B. In order to be eligible for a promotion, employees must be in good standing with NDWA. This includes no ongoing disciplinary actions or investigations against the employee and the employee is not currently on a Performance Improvement Plan. Employees must also have gone through at least one (1) annual performance cycle, with a completed annual review. The annual review may be used to determine the promotion request as well.
- C. Employees may also raise the issue of promotion when the above criteria have been met.
- D. The request will be evaluated within a reasonable time frame and if approved, the promotion will take effect as of the approval date.
- E. Upon promotion, the promoted employee's salary will be increased in accordance with Article 22 Wages and Compensation.

**Section 5.** Any time an employee moves to another job, they can subsequently retreat to the former job within three (3) months if they or their supervisor believe the new position was not a good fit for them. A vacancy must exist in the former position in order for a retreat to be initiated. The employee will be allowed to retreat only if a vacancy exists and will be treated as though they never left the former job.

**Section 6.** NDWA agrees to provide the Union, in writing, the names, titles, and wages of all new bargaining unit employees hired under this Article, by the tenth (10th) calendar day after any such hire or promotion is made.

**Section 7.** Where NDWA requires an employee to relocate pursuant this Article as a condition of employment, that employee may be eligible for relocation expenses if the new residence is more than sixty (60) miles from the employee's former residence. The employee may elect to:

- A. Receive reimbursement for reasonable moving expenses incurred, supported by original receipt(s), not to exceed \$10,000, to relocate their residence as a result of the new position or promotion; or
- B. Receive a relocation allowance of \$10,000.
- C. Employees who work in a fully remote capacity, or who elect or ask to relocate but are not required to do so in order to fulfill their job responsibilities, will not be eligible for relocation expenses.

## JOB DESCRIPTIONS

**Section 1.** NDWA shall maintain a written job description for each classification or title within the bargaining unit. All written job descriptions are guides to the functions, responsibilities, and general duties of the role. . Duties listed in the written job description are illustrative and are not to be construed as a limitation on work assignments or on the employee's freedom to voluntarily take on additional work, special projects, or professional development opportunities.

**Section 2.** All new hires in the bargaining unit shall receive the applicable written job description for their position as part of the on-boarding process on or before their start date. As part of the on-boarding process all new bargaining unit employees shall have a meeting with their direct supervisor within two (2) weeks of the employee's start date to discuss the written job description as well as the job role and responsibilities and ask any questions the employee may have.

**Section 3.** In the event NDWA modifies, alters, expands, or changes a current written job description, NDWA shall inform the Union about said changes. Changes include but are not limited to:

- A. What the employee is expected to do;
- B. The level of authority or decision-making they have, and
- C. The outcomes or objectives they are responsible for.

**Section 4.** At the request of the Union, the parties will meet with the employee to review the changes or new job description and will be provided with an explanation for the change. In such a meeting, the Union may request additional compensation and/or modification to the employee's current title on a permanent or temporary basis. Such requests will be addressed in accordance with the provisions and procedures in this Agreement.

**Section 5.** In the event that a bargaining unit employee believes their written job description does not accurately reflect their actual responsibilities on a regular or temporary basis, or they believe that their duties, responsibilities, or functions have been changed (as defined in Article 8, Section 3) the employee may request the opportunity to discuss the written job description and/or position with NDWA's Human Resources and/or their direct supervisor. A Union representative may participate in any such meeting, at the request of the employee.

**Section 6.** The job description will be reviewed at the end of the employee's probationary period and may be updated if NDWA determines that the description doesn't align with the work. Job descriptions will be reviewed annually during the employee's annual performance review process. Any potential change or modification shall comply with the provisions of this Article.

**Section 7.** Each member of the bargaining unit at the time of ratification of the Agreement shall receive a copy of their written job description within ninety (90) days of the ratification of this Agreement.

## SENIORITY

**Section 1.** For purposes of this Agreement, an employee's seniority date shall be the employee's first day of employment with NDWA, NDWA Labs LLC, or an organization fiscally sponsored by NDWA, as either a bargaining unit or non-bargaining unit employee. Time spent as a fellow or temporary employee provided they work 30 or more hours per week, will count toward an employee's seniority, if they are hired during the subsequent twenty four (24) months.

**Section 2.** Except as provided below, employees shall retain their original seniority date only while continuously employed by NDWA. For purposes of this provision, employees shall be deemed continuously employed by NDWA while on approved leave of absence from NDWA provided they remain employed by NDWA during such leave.

**Section 3.** Employees who are laid off under this Agreement will retain their original seniority date provided they return to employment under this Agreement within twelve (12) months.

**Section 4.** Former NDWA employees who are rehired by NDWA in a bargaining unit position under this Agreement will be given a new seniority date based on all their continuous employment by NDWA preceding rehire less any periods of absence that resulted in loss of their previous seniority date. This provision will also be applied to a former NDWA employee that is rehired in a non-bargaining unit position but later on gets transferred back to the bargaining unit.

**Section 5.** If more than one (1) employee has the same seniority date, the last four (4) digits of the Social Security Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior.

## HEALTH & SAFETY

**Section 1.** NDWA and the Union mutually recognize the need for a work environment in which safe and healthful operations can be achieved in all phases of work, along with the need to promote a better understanding and acceptance of the principles of health and safety on the part of all employees to provide for their own health and safety and that of their fellow employees, members of the organization, and the general public.

**Section 2.** NDWA will provide safety equipment, including ergonomic chairs and equipment, which is necessary for an employee's work assignment in accordance with OSHA standards.

**Section 3.** When an employee completes a period of work consisting of sixteen (16) hours or more in a twenty-four= (24) hour period, the employee will be allowed a delayed start for the next scheduled shift, unless the employee feels they have had sufficient rest time to start their shift. The delay will allow ten (10) hours before the start of the employee's next shift and will not affect the employee's pay. If due to exceptional events or circumstances, such as the yearly assembly or the two-month period preceding an election, this rest period cannot immediately be guaranteed, the employee will be allowed compensatory time following the end of the exceptional event or circumstances in accordance with this Agreement.

**Section 4.** Any employee may refuse to perform work that they reasonably believe would pose a serious threat of injury or illness.

**Section 5.** NDWA and the Union will work together to establish and provide trainings during regular work hours to all employees regarding OSHA safety standards, ergonomics, and overall health and safety principles in the workplace. Trainings will be provided at least on a yearly basis.

**Section 6.** NDWA and CWA recognize that public health crises, political unrest, and natural disasters may pose real risks to staff and their families. As conditions change, both parties are committed to protecting workers through clear, responsive policies. In order to respond appropriately, in the event of a declared public health emergency, political unrest, or natural disaster (other than inclement weather and other emergencies as defined in Article 15), NDWA may implement temporary safety protocols. Upon CWA's request, NDWA will meet within seven (7) calendar days to bargain over any necessary changes.

### **Section 7. Health Protocols.**

- A. Quarantine. If an employee tests positive for a serious communicable illness, they must remain out of NDWA offices (if applicable) and not report to any in-person event for the number of days recommended by public health authorities, or as advised by their own doctor through an official doctor's note, whichever is longer. They may use their own sick time, and if that is exhausted, use sick time from the donated sick bank. This time will not apply if the employee can work remotely.
- B. In-Person Events. Staff, workers, and/or volunteers invited to all-alliance assembly and all-staff retreat in-person NDWA events must be offered clear safety protocols thirty (30) calendar days in advance.
- C. Accommodations. If an employee requires accommodations in order to attend, or be excused from attending, an in-person event or work travel, they may request an accommodation by contacting HR to engage in the interactive accommodations process.
- D. The Labor Management Committee (LMC) may collaborate with NDWA to develop more comprehensive protections for events that require travel via train, flight, or bus to ensure the health and safety of our staff, workers, volunteers, and communities if needed.

## TRAININGS & PROFESSIONAL DEVELOPMENT

**Section 1.** Opportunities for professional development shall be encouraged by NDWA, particularly as it pertains and contributes to current and developing work. When the employee's supervisor requires that an employee attend a particular training, NDWA will pay the cost and such training will be performed during work hours and such time will be considered as work time.

**Section 2.** Employees in the bargaining unit will be provided for a minimum of twenty (20) hours of education and training that is skills-based, job-related, and helps the employees to develop their skills, abilities, and talents to the fullest extent possible to increase employment security during each calendar year. The twenty (20) hour minimum will be prorated for mid-year hires and employees who work less than a full year. The twenty (20)-hour minimum training will also be used to ensure staff have the necessary skills when an employee is transferred, either voluntarily or involuntarily, to avoid a layoff to a new position. The Labor Management Committee will recommend team development priorities.

**Section 3.** NDWA will establish a staff development budget of up to \$1,000 per employee, per fiscal year, to be used for staff development retreats, training, conferences and association or professional society dues/fees related that will benefit staff members, outside of those provided by NDWA. Staff members and their supervisor will jointly identify individual development priorities. If an approved staff development event falls on a regular workday, staff are not required to use PTO to attend and this will be considered time worked. The following shall be the approval process:

- A. An employee who wishes to participate in a professional development program shall request advance approval from their supervisor with at least two (2) weeks' notice, unless an earlier notification is required in compliance with NDWA travel policies, for example, if booking a flight will be necessary. Such requests shall be considered in good faith but may be denied for operational, scheduling, strategic, or other considerations within NDWA's discretion. If denied, employees will be provided an explanation of management's decision in writing.
- B. An employee can contact the HR department for help resolving any issues with this process.

**Section 4.** All new bargaining unit employees will be required to undergo orientation and training on NDWA policies and procedures as paid work time. Onboarding will be tailored to the job for which the new employee is hired.

**Section 5.** NDWA will set up a fund of \$25,000 per fiscal year starting in January 2023 to cover or reimburse additional training, certification, or education programs for employees in the Bargaining Unit directly related to their job responsibilities. NDWA will set up an application process for bargaining unit employees to apply to receive funding from this fund. Priority will be given to training, certification, or education programs and opportunities that have already been approved but are above the \$1,000 per employee budget.

**Section 6. License and Certifications.** In the event that NDWA, in its sole discretion, determines that an employee should obtain or maintain a license/certification, NDWA shall reimburse employees for the cost of renewing or obtaining that license/certification, or pay such costs directly.

## HOURS OF WORK & SCHEDULES

**Section 1.** NDWA's payroll week begins on Sunday and ends on Saturday. The normal workweek is Monday through Friday. A full-time workweek shall consist of forty (40) hours, and a one (1) hour paid meal period each workday. For employees working less than thirty (30) hours, the paid meal period is limited to thirty (30) minutes. Normally, an employee's workday shall be scheduled between 7 a.m. and 8:30 p.m. (local standard time). Employees will be permitted to take one (1), fifteen (15) minute break at the first half of the day and another one (1), fifteen (15) minute break on the second half of their day, unless state or local laws require longer breaks.

**Section 2.** The daily and weekly number of hours and schedule of hours each employee shall work will be based on Section 1 above and in coordination and agreement with each employee.

**Section 3.** NDWA recognizes that employees need predictability in their schedules and this impacts their ability to work beyond their typical workday. NDWA will notify bargaining unit staff at least forty-eight (48) hours in advance of the need to work outside of the employee's normal hours, when possible. In the event of failure to provide such notice, bargaining unit staff will not be required to comply to the extent that it jeopardizes the care of a dependent person.

**Section 4.** If an employee seeks a permanent change in their normal work schedule on one or more days, any such change must be requested and approved in advance by the employee's supervisor or the Director of Human Resources or their designee.

## TELEWORK ARRANGEMENTS

**Section 1.** NDWA may hire employees and assign them to work from their home. In such a case, their home will be considered their work-location.

**Section 2.** When an employee's duties typically require them to work out of one of NDWA's offices, an employee may request permission to telework from their home instead of their traditional work location for a period of time and according to a hybrid or permanent arrangement. Such requests will be considered by NDWA on a case-by-case basis and will not be arbitrarily denied. Once an agreement is made, the work-from-home arrangement cannot be unilaterally modified, unless as provided in this Article. NDWA will provide a written explanation when a flexible work arrangement is revoked or denied.

**Section 3.** In any flexible work/telework arrangement involving working from home, the following provisions will apply:

- A. NDWA will provide the employee a NDWA laptop and other IT equipment determined by NDWA to be necessary for the employee's work.
- B. Pursuant to Article 10, NDWA will provide safety equipment, including ergonomic chairs and equipment, which is necessary for an employee's assignment in accordance with OSHA standards to establish an ergonomic workstation.
- C. NDWA will provide employees with training and resources in the proper ergonomic set-up of their at-home workstation and workstation components. To the extent that a participating employee requires an accommodation, NDWA will engage in the appropriate interactive process and offer reasonable accommodations as may be required by law.
- D. Participating employees will use any NDWA property in accordance with NDWA rules and policies and will protect NDWA and customer proprietary information in accordance with such rules and policies.
- E. NDWA will provide reasonable reimbursement on a case-by-case basis and in accordance with this Agreement and NDWA policies for costs that NDWA determines are required by and for the sole purpose of working from home. All equipment, services, and other items provided or reimbursed by NDWA are NDWA property and must be used in accordance with the applicable policies and procedures. Approval for teleworking from home may be denied or revoked if NDWA determines that the arrangement is not compatible with NDWA's insurance or obligations as an Employer or business entity, or would expose NDWA to unwanted risk.
- F. Productivity impacts due to temporary disruption in home internet service or similar technical issues will not result in disciplinary action against the employee. NDWA may terminate approval for a telework arrangement if it finds that the arrangement adversely affects the employee's ability to fulfill their work responsibilities effectively and efficiently. Prior to any determination, the parties will meet to discuss and address the issue collectively.
- G. In the event of a temporary computer malfunction, power outage, internet failure, or other technical issue preventing the completion of work that is outside the control of the participating employee, wages for any scheduled shifts will continue to be paid for up to two (2) workdays until the issue is resolved. The employee shall work collaboratively with the supervisor to address the impact of the delay and work on

potential alternative measures to reduce the impact of the temporary disruption. After two (2) workdays, the employee will be required to use paid time off or unpaid leave. In the event that there is a delay over two (2) working days and it is the fault of the Employer or delivery services, the employee will not be required to use their paid time-off or unpaid leave.

- H. All participating employees must provide NDWA up-to-date emergency contact information on an ongoing basis.

## COMPENSATORY TIME OFF & OVERTIME

**Section 1.** NDWA provides Compensatory Time Off (“Comp Time”) to allow bargaining unit employees time to rest, recuperate, or take care of personal business neglected during the additional hours overtime period, as well as to recognize the additional hours worked by the employee, in accordance with the provisions of this Article. Only exempt employees are eligible for Comp Time. Nothing in this article shall prevent NDWA from granting additional Comp Time provided the decision is equitable and applicable to all qualified employees in the bargaining unit. Non-exempt employees are eligible for overtime pay.

### **Section 2. Compensatory Time.**

- A. Exempt employees as defined in Article 3 Employment Status who work more than forty (40) hours in a week may use Exchange Time over the following one (1) week period in lieu of comp time, as stated in **Section 7.**
- B. If an employee does not use Exchange Time and receives approval within the one (1) week to work more than forty (40) hours, they shall accrue compensatory leave for every hour of work over forty-four (44) hours in a one (1) week period, up to a maximum of eight (8) hours of Compensatory Time. Such employees shall earn one (1) hour of Comp Time for each hour worked over forty-four (44) hours in a one (1) week period, up to eight (8) total compensatory hours. Anytime an exempt employee is going to work more than forty-four (44) hours, they must receive prior approval from their supervisor in order to be eligible for Comp Time.
- C. To the extent possible, staff members are encouraged to schedule the compensatory time off with their supervisor as soon as possible following a period of overtime work. Comp time shall be used in the next ninety (90) days of the day it is earned or it will be forfeited. Use of Comp Time must be approved by the employee’s supervisor in writing who will not unreasonably deny the employee’s request. An extension of one (1) month beyond the ninety (90) days shall be granted to an employee whose requested use of Comp Time is denied by the employee’s supervisor. If an employee believes the employee’s request to use Comp Time was unreasonably denied by the employee’s supervisor, the employee may appeal the denial to Human Resources and/or file a grievance pursuant to the terms of this agreement.

**Section 3. Compensatory Time for Special Events.** Due to the exceptionally long hours required of employees participating in NDWA’s biennial assembly, or any similar event such as an election (primary, general, or runoff), NDWA assembly, or similarly intensive work event, special rules for Comp Time will apply.

- A. NDWA will provide at least two (2) compensatory time-off days to all participating employees in addition to other compensatory time off accrued.
- B. For staff designated by Executive Leadership Team (ELT) as part of a “core team” participating in such events, NDWA will provide at least seven (7) compensatory time-off days off.
  1. For Assembly, “core team” members are those who meet at least three of the following criteria:
    - a. Sustained intense planning for the months leading into Assembly
    - b. Intense planning work in the two (2) weeks leading into Assembly
    - c. Role and additional responsibility as a work stream owner
    - d. Extra days on site at the event to support

- e. Extra sustained hours on site (most often roles that were not shifted but played the entire time on site)
2. For Elections, “core team” members are those who meet the following criteria:
- a. 80% of their weekly work in the two (2) months preceding the election is election-based
  - b. Sustained intense planning for the month leading into the Primary or General Election Day
  - c. Role and additional responsibility as a work stream owner.

**Section 4.** There will be no cash payment by NDWA in lieu of Comp Time at any time, including at the end of employment.

**Section 5.** Non-exempt employees are not eligible for Comp Time. Supervisors of non-exempt employees should, if needed and in consultation with the employee, alter the employee’s work schedules to avoid the employee working greater than their regularly scheduled number of hours.

**Section 6. Overtime Pay for Non-Exempt Employees.**

- A. Unless the Fair Labor Standards Act and/or relevant state and local laws provides otherwise, nonexempt employees shall receive one and one-half (1½) times their regular rate of pay for all time worked in excess of forty (40) hours within the work week. Paid holidays, vacation days, and sick days shall not be considered hours worked for purposes of computing work week.
- B. Overtime requests must be approved by the employee’s immediate supervisor in advance in writing.
- C. Exempt employees are not eligible for overtime pay.

**Section 7. Exchange Time.** Exchange time allows an employee to request time off during a scheduled workday to be made up within the work week (Sunday through Saturday), as defined in Article 12, Hours of Work, when the employee is required to work additional time on a non-regular workday. Request of exchange time is at the discretion of the employee and must be submitted to their manager for approval. Managers will not unreasonably deny exchange time requests. Exchange time can be used in lieu of compensatory time accrual or overtime pay, subject to the applicable local, state or federal regulations. Employees may also use exchange time to offset hours worked that were not compensated as compensatory time. The employee that makes such a request, will designate the time within the same workweek when time will be replaced or covered.

## INCLEMENT WEATHER & D OTHER EMERGENCIES

**Section 1.** When inclement weather causes hazardous conditions, employees should consider personal safety first when evaluating their ability to report to work. Employees should contact their supervisor if reporting to work is not possible. In instances where reporting to a work location is not possible, employees are expected to work remotely to the best of their ability.

**Section 2.** In the event of a federal, state, or local government emergency declaration that prevents the employees from reporting to work or working remotely:

- A. NDWA will continue to pay employees' wages for up to three (3) weeks after the emergency occurred or until the issue is resolved if it is resolved on an earlier timeline.
- B. If the emergency is not resolved after three (3) weeks, the employee may use the union donated leave bank for up to an additional 160 hours. If the emergency is resolved prior to utilizing all of the 160 hours, the employee is expected to return to work. If the emergency is not resolved after utilizing all 160 hours, the employee may utilize their own sick leave or vacation bank.
- C. The parties will work collaboratively in addressing those issues and ensuring employees are properly supported during such emergencies.

**Section 3.** An emergency will be considered resolved when the employee gains access to consistent internet and at the earliest of: (1) the employee has relocated to a stable and consistent location not currently impacted by the issue, or (2) the emergency declaration is lifted.

**Section 4.** Employees will not be subject to discipline for tardiness and absences caused by any event as described in this Article.

# HOLIDAYS

**Section 1.** Each full-time employee normally scheduled to work on a holiday will receive eight (8) hours of pay at the employee's basic straight-time rate of pay on a holiday. Part-time employees normally scheduled to work on a holiday will receive holiday pay for a number of hours determined by the number of hours in their regularly scheduled workweeks. If an employee is determined to have increased their regular work hours (based on actual hours worked) in a quarter, any holiday pay from the previous quarter will be retroactively adjusted in accordance with the actual hours worked.

**Section 2.** The Holidays will be as follow:

- A. Martin Luther King Jr. Day – Third Monday in January
- B. Presidents' Day – Third Monday in February
- C. Memorial Day – Last Monday in May
- D. Juneteenth
- E. July 4th
- F. One week Summer Break – to be provided in the month of July or August. The specific dates are determined by NDWA Management. The LMC will be provided the dates in advance for feedback and consultation.
- G. Labor Day – First Monday of September
- H. Indigenous Peoples' Day – Second Monday of October
- I. Thanksgiving – Fourth Thursday in November
- J. The Day After Thanksgiving – the Friday after the 4th Thursday in November
- K. Two-week Winter Break – The specific dates are determined by NDWA Management. The Winter Break will include Christmas Eve, Christmas, New Year's Eve, and New Year's Day. The LMC will be provided the dates in advance for feedback and consultation.
- L. Employee's birthday. The employee may take off any day during the birth month.
- M. Two days of spiritual or cultural significance. (Floating holidays described in Section 3 below)

**Section 3. Floating Holidays.** Recognizing that many federal, state, and bank holidays are rooted in colonialism and Christian hegemony, and in the interest of inclusion, two days of spiritual or cultural significance are provided to allow for holidays or other observances that fall on business days and for which NDWA isn't already closed. These holidays may not be added as additional paid time off onto dates when NDWA is already closed (i.e. Christmas). These two holidays are available at the beginning of each calendar year for all employees, pro-rated as applicable. These days do not roll over.

**Section 4.** When a holiday falls on a Saturday, the holiday will be observed the Friday prior. When a holiday falls on a Sunday, it will be observed the following day on Monday.

**Section 5.** The Summer and Winter Break dates will be informed no later than mid-January of the relevant calendar year.

**Section 6.** Every attempt will be made to honor the listed holidays annually. In exceptional cases where an employee is required to work on a holiday, he/she will be credited back the appropriate number of hours, to be used within 30 days. Crediting of untaken holidays and the request to use them is subject to supervisor approval.

**Section 7.** NDWA is sensitive to the varied backgrounds and beliefs of its employees, and we recognize our employees' cultural and spiritual beliefs are very individualized. Attempts will be made not to schedule mandatory events during major days of religious observance and cultural or spiritual significance, while recognizing that we have a diversity of staff and backgrounds and avoiding all days of importance would be impossible.

**Section 8.** Where NDWA must close certain operations as legally required, employees will not be officially scheduled to work in those operations, and the time will be considered a paid holiday under this Article.

## SICK, CAREGIVER & SAFE LEAVE

**Section 1.** All employees will be entitled to eighteen (18) days of sick and safe leave granted on January 1st of each year or on day one (1) of employment, pro-rated to the time of year when the new employee begins. There will be no cash payment for accrued and unused sick and safe leave by NDWA at any time, including at the end of employment.

**Section 2.** For part-time employees their sick time days will be paid pro-rated by the number of hours in their regularly scheduled workweeks. If an employee is determined to have increased their regular work hours (based on actual hours worked) in a quarter, any owed pay for utilized sick and safe leave from the previous quarter will be retroactively adjusted and be paid out on the next pay period.

**Section 3.** Sick leave is to be taken in the event:

- A. The employee has a mental or physical illness, injury, or health condition; they need to get a medical diagnosis, care, or treatment of a mental or physical illness, injury, or condition; they need to get preventive medical care.
- B. The employee must care for a young person whose school or childcare provider closed due to a public health emergency.
- C. To care for any immediate family member who needs medical care, treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care.

**Section 4.** Safe leave is to be taken for absences associated when the employee or immediate family member may be the victim of any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking and they need to take actions necessary to restore the physical, psychological, or economic health or safety of themselves or immediate family members or to protect those who associate or work with them, including to:

- A. Obtain services from a domestic violence shelter, rape crisis center, or other services program;
- B. Participate in safety planning, relocate, or take other actions to protect their safety or that of family members, including enrolling young people in a new school;
- C. Meet with an attorney, government agency, or social service provider to obtain information and advice related to custody, visitation, matrimonial issues, orders of protection, immigration, housing, or discrimination in employment, housing, or consumer credit;
- D. File a domestic incident report with law enforcement or meet with a district attorney's office, or attend civil or criminal court dates related to any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking.

**Section 5.** For the purpose of this Article, immediate family will mean spouse, children, sister, brother, mother, father, stepparents, grandmother, grandfather, grandson, granddaughter, stepson, stepdaughter, domestic partner, father-in-law, mother-in-law, and parent of an employee's dependent child. Any person with whom the affected employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned family relationships also shall be considered in good faith by Human Resources, on a case-by-case basis, within twenty-four (24) hours of a request by the employee to Human Resources.

**Section 6.** In the event an employee is covered under a state or local law, regulation, or ordinance that provides a similar benefit, the employee must apply for the state or local leave. Available sick and safe leave may be used to supplement any state or local wage replacement for such leave up to 100% of the employee's wage/salary. If available sick and safe leave is exhausted, the employee may request unpaid leave.

**Section 7.** Employees will be permitted to use sick and safe leave in one (1) hour increments for emergencies.

**Section 8.** Employees can carry over up to six (6) days of unused sick and safe leave to the next year.

## VACATIONS

**Section 1.** All full-time bargaining unit employees will accrue vacation at a rate of ten (10) hours per month for a maximum of fifteen (15) vacation days (120 hours) per calendar year.

**Section 2.** For part-time employees their vacation days will be accrued pro-rated by the number of hours in their regularly scheduled workweeks to allow them to enjoy up to (15) vacation days. If an employee is determined to have increased their regular work hours (based on actual hours worked) in a quarter, any owed pay for utilized vacation day from the previous quarter will be retroactively adjusted and be paid out on the next pay period.

**Section 3.** Employees may accrue a maximum of one hundred eighty (180) hours of vacation time. Once an employee accrues one hundred eighty (180) hours of vacation time, no more vacation time hours may be accrued until vacation time is used. Employees who have accrued more than one hundred eighty (180) hours prior to the execution of this Agreement will be allowed to retain the additional hours.

**Section 4.** Employees may carry over a maximum of one hundred eighty (180) hours into the following calendar year, except for those employees with additional hours who will be allowed to retain them until exhausted.

**Section 5.** Vacation accrues from the first day of employment and may not be taken during the first ninety (90) days of employment without a supervisor's approval. Employees may be advanced up to three (3) days of vacation time.

**Section 6.** The year in which vacation leave may be taken shall be known as the "vacation year". A vacation year is defined as a period of time beginning January 1 and ending on December 31.

**Section 7.** Accrued, unused vacation for all employees will be paid out at the close of their employment with NDWA in the employee's final paycheck or employee's estate in the event of death. An employee may be paid the maximum accrual amount they are entitled to pursuant this Article.

**Section 8.** Employees are encouraged, as a courtesy to colleagues and for the efficient scheduling of overall workflow, to discuss plans to take time off with their supervisor as early as possible. Vacation request requests must be submitted and approved by the employee's supervisor at least two (2) weeks in advance. In the case where a request is submitted with less notice than two (2) weeks' notice, the supervisor shall retain the right to approve or deny it at their discretion. Supervisors will make a good faith effort to collaborate with an employee to reschedule any denied request.

**Section 9.** If several employees request the same days off, supervisors will determine if they need to stagger the times off in accordance with current practices and procedures. Requests to schedule time off must be made to the supervisor according to circulated Human Resources guidelines. The employee's supervisor will notify them in writing. Employees must have written confirmation of approval before taking time off.

## LEAVES OF ABSENCE

**Section 1.** Employees will be entitled to the same amount of paid time off days. Part-time employees who work less than forty (40) hours a week will receive pro-rated leave pay based on their number of hours determined by the number of hours in their regularly scheduled work weeks. If an employee is determined to have increased his/her regular work hours (based on actual hours work over the previous twelve (12) months, or date of hire if they have been employed less than twelve (12) months, they will be paid in accordance with the actual hours worked.

**Section 2.** NDWA will continue all medical, dental, vision, and other benefits during approved leaves, subject to the employee's contribution as defined in this Agreement.

**Section 3.** Upon return from a leave of absence, employees shall be reinstated to their former job title and rate of pay.

**Section 4. Caregiver Leave.** Employees may submit a request to Human Resources for approval, including a physician's statement, to receive up to two (2) weeks of paid caregiver leave to care for any immediate family serious health condition. If planned, Human Resources should be notified thirty (30) days prior to the leave. If unplanned, Human Resources should be notified as soon as possible. For the purposes of this section, immediate family shall mean spouse, children, siblings, mother, father, stepparents, grandparents, grandchildren, stepchildren, domestic partner, father-in-law, mother-in-law, and parent of an employee's dependent child. Any person with whom the affected employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned family relationships shall also be considered in good faith by Human Resources, on a case-by-case basis, within twenty-four (24) hours of a request by the employee to Human Resources. In the event an employee is covered under state or local law, regulation, or ordinance that provides a similar benefit, the employee must apply for state or local leave. NDWA will supplement any state wage replacement for such leave up to 100% of the employee's wage/salary. If the Caregiver Leave falls under an approved holiday or NDWA-mandated closure, the leave will be extended for the duration of said holiday or mandated closure. An employee may take Caregiver Leave under this section one (1) time in a rolling six (6) month period.

**Section 5. Parental/Maternal Leave.** All employees will be entitled to up to sixteen (16) weeks of paid time off for the birth and care of the newborn child of an employee or for placement with the employee of a child for adoption or foster care. NDWA will supplement any state wage replacement for such leave (e.g. State Disability Insurance, Paid Family Leave) up to 100% of the employee's wage/salary for up to sixteen (16) weeks. Employees will not, in any circumstances, be able to combine state wage replacement and NDWA supplement to receive more than their weekly pay. If the employee is not eligible for any state wage replacement for such leave, or resides in a state without such a program, then NDWA will pay 100% of the employee's salary for up to sixteen (16) weeks. After an employee uses all sixteen (16) weeks of applicable leave, they may also use: (i) up to four (4) weeks of accrued sick and vacation time or (ii) four (4) additional weeks of unpaid time off or working part time, at least twenty (20) hours of work per week, with a prorated salary or a combination of both. If the Parental/Maternal Leave falls under an approved holiday or NDWA-mandated closure, the leave will be extended for the duration of said holiday or mandated closure. Staff that enjoy parental leave cannot request and take sabbatical leave during the same year.

**Section 6. Short-Term Disability (STD).** NDWA will continue to provide STD benefits during the life of this Agreement to all employees with no cost in the same terms and conditions as provided before the execution of this agreement. NDWA will supplement any STD or state wage replacement (if applicable) for such leave up to 100% of the employee's wage/salary up to twenty-six (26) weeks. Approved STD will be considered a leave of absence for all intent and purpose.

**Section 7.** NDWA will continue to provide Long-Term Disability (LTD) in the same terms and conditions as provided before the execution of this Agreement. Approved LTD will be considered a leave of absence for all intent and purpose.

**Section 8. FMLA Covered Leave.** Employees who are eligible under the provisions of the Family and Medical Leave Act of 1993 will be subject to the provisions of that Act and to subsequent changes in the Act as they may occur.

**Section 9. Organ and Bone Marrow Donor Leave.** Employees donating an organ to another person will be granted paid leave of up to thirty (30) workdays in any one (1) year period. Employees donating bone marrow to another person will be granted paid sick leave of up to five (5) workdays in any one (1) year period. Employees requesting either type of leave should make their request as far in advance as possible and must provide written verification of the need for the leave, stating that there is a medical necessity for the donation. Employees taking leave for organ donation must first use up to two (2) weeks of accrued but unused paid sick or vacation leave. Employees taking leave for bone marrow donation must first use up to five (5) days of accrued but unused paid sick or vacation leave.

**Section 10. Personal Leave.** Unpaid personal leave of up to one (1) month (twenty (20) workdays) for reasons other than those provided in this Agreement may be granted in extraordinary circumstances at the sole discretion of NDWA. An employee must exhaust accrued vacation before beginning a personal leave of absence.

**Section 11. Sabbatical Leave.** Employees with five (5) years or more of service who work an average of thirty (30) hours or more per week over the preceding twelve (12) months, may apply for a sabbatical leave at NDWA. These employees may apply to take sabbatical leave for two (2) consecutive months at full pay, with the option to use unused, accrued vacation to supplement the leave for up to an additional four (4) weeks.

- A. After an employee has completed sabbatical leave, they are not permitted to reapply for sabbatical leave for a period of another five (5) years following the completion of their last sabbatical.
- B. Employees on approved sabbatical leave will not accrue additional vacation time during sabbatical leave. Employees who are on approved sabbaticals are eligible for benefits coverage. Employees on sabbatical who are enrolled in our group benefits plan will continue to have pre-tax deductions made from their pay during the sabbatical period.
- C. Eligible employees who wish to apply for sabbatical leave are required to submit a request to their immediate supervisor at least three (3) months in advance prior to the proposed leave date and a proposal for work coverage during that time. At least thirty (30) days prior to the sabbatical, detailed plans for work coverage during the sabbatical must be submitted to and approved by the supervisor and Human Resources.
- D. The submitted proposal will be reviewed by the employee's immediate supervisor and Human Resources. Sabbatical proposals will be granted based on NDWA's ability to staff the work area during the proposed months of leave and it will not be unreasonably denied. No more than two (2) employees in each department or team will be approved to take sabbatical leave at the same time.

**Section 12. Military Leave.** All regular employees may take leaves of absence to accommodate service in the Armed Forces, Military Reserves, and National Guard. Military leave will be granted in accordance with applicable state and federal laws, including specific terms of absence, rights to reinstatement, seniority, benefits, and compensation after a military leave. Employees who need to be away from work for military leave should contact their supervisor as soon as possible upon learning of their military duty requirements.

**Section 13. Jury, Civic, and Witness Duty.** An employee who serves during their regularly work time as a subpoenaed witness in a criminal case in which the employee is not the accused, as a witness for NDWA, or as a juror, shall be paid the difference between the employee's basic wage rate and the amount received for such

service (if any). An employee lawfully subpoenaed under penalty of arrest for failure to appear in a court case in which they are a party shall be excused from work without pay. Time off without pay can be substituted by vacation time at the employee's option.

#### **Section 14. Domestic Violence Leave.**

- A. If employees exhaust their sick and safe leave, those who have been the victim of domestic violence can take additional leave as required by law for the following:
  - 1. To seek medical attention;
  - 2. To obtain or attempt to obtain any relief, including but not limited to, a temporary and/or permanent restraining order;
  - 3. To obtain psychological counseling; and
  - 4. To participate in safety planning to increase safety from future domestic violence.
- B. If advance notice is not practical and reasonable, an employee that takes leave due to domestic violence may be required to provide certification verifying the need for the absence, including but not limited to, a police report, a court order, a doctor's note, or some other form of documentation. Employees that take approved leave due to domestic violence must utilize existing accrued vacation leave to be paid during the absence. It is NDWA's policy to be flexible regarding leaves of absence due to domestic violence and will consider requests under unpaid "personal leave" as outlined above.

#### **Section 15. Bereavement Leave.**

- A. An employee shall be paid up to five (5) workdays at his/her basic wage rate for the necessary scheduled time absent due to the funeral/memorial service of a member of the immediate family. These days do not need to be taken consecutively.
- B. For purposes of this Section, immediate family shall mean spouse, children, siblings, mother, father, stepparents, grandparents, grandchildren, stepchildren, domestic partner, father-in-law, mother-in-law, and parent of an employee's dependent child. Any person with whom the affected employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned family relationships shall also be considered in good faith by Human Resources, on a case-by-case basis within twenty-four (24) hours of a request by the employee to Human Resources.
- C. An employee may request to use up to two (2) additional days of Sick and Safe Leave if the funeral/memorial service of any other member of the immediate family described above is held more than 200 miles from the employee's home address.
- D. The employee may request to take additional paid vacation days.

**Section 16. Voting.** In the event that a bargaining unit employee does not have sufficient time outside of working hours to vote in a federal, statewide, and/or local election, including early voting and primary elections, the employee will be allowed to take off a maximum of two (2) hours of paid leave to vote. A bargaining unit employee working as poll worker will receive pay for the difference between the employee's wages and any compensation received as poll worker for one (1) workday. Employees who wish to serve as poll workers for longer than one (1) workday will need to use PTO for the additional days.

**Section 17. Volunteer Civil Service.** Employees may take unpaid time off to perform emergency duty as a volunteer firefighter, peace officer, civil air patrol, or emergency rescue personnel. Employees also are eligible for unpaid leave for required training. When taking time off for emergency duty, employees should alert their supervisor before doing so when possible.

**Section 18. Lactation Period.** NDWA will provide employees a reasonable amount of break time for lactation needs. The break time, of up to thirty (30) minutes per session, will be provided as needed, in addition to any regular breaks or meal periods. This right applies for up to three (3) years following childbirth and will be honored even if the employee works remotely.

**Section 19.** Employees covered under this Agreement will be entitled to any other Leave of Absence contained under NDWA's Leave Policy as applied to other employees in the organization.

## HEALTH, WELFARE & RETIREMENT BENEFITS

**Section 1.** All employees covered by this Agreement will be eligible to all benefits provided in this Article. Newly hired employees are eligible for benefits at the start of the month following their hire date. Current employees can enroll during the applicable open enrollment period unless a qualifying life event occurs that allows them to enroll at that moment.

**Section 2. Medical, Dental, and Vision Benefits.**

- A. NDWA will provide medical, dental, and vision care benefits to all employees in the same terms and conditions as provided before the execution of this Agreement.
- B. Employees who work thirty (30) hours or more per week are eligible for 100% coverage of their health, dental, and vision insurance for themselves and a spouse/domestic partner and/or qualified dependent(s).
- C. Employees who work less than thirty (30) hours per week will be eligible for a cost share of 75% coverage by NDWA/25% coverage by the employee of their health, dental, and vision insurance for themselves and a spouse/domestic partner and/or qualified dependent(s).
- D. Employees who work less than twenty (20) hours per week will be eligible for a cost share of 50% coverage by NDWA/50% coverage by the employee of their health, dental, and vision insurance for themselves and a spouse/domestic partner and/or qualified dependent(s).

**Section 3.** A Health Reimbursement Account (HRA) will be provided to all employees enrolled in the medical care plan, provided the plan continues to be qualified as a high deductible plan. The amount provided by NDWA will continue to cover the totality of the Out-of-Pocket Maximum for each plan year during the life of the contract.

**Section 4.** Flexible Spending Account (FSA) and Dependent Care Account (DCA) will continue during the life of this Agreement in the same terms and conditions as provided before the execution of this Agreement.

**Section 5. Wellness Group and Alternative Medicine.** NDWA will continue to fund the Wellness Fund to cover up to one hundred dollars (\$100) per month for uninsured expenses employees incur from licensed mental health professionals, chiropractors, naturopaths, acupuncturists, homeopaths, and any licensed health care provider that is not in NDWA's insurance company's network.

**Section 6. Transit Benefits.** NDWA will continue to provide Transit Benefits during the life of this Agreement in the same terms and conditions as provided before the execution of this Agreement.

**Section 7. Retirement Savings Plan.**

- A. All bargaining unit employees will be eligible to participate in the CWA Savings and Retirement Trust (CWA SRT).
- B. Newly hired employees will be eligible to participate in the CWA SRT after completing their probationary period.
- C. Employees will be allowed to contribute the maximum amount provided by federal law and regulations and will be able to select between a pre-tax or after-tax (ROTH) contributions.
- D. NDWA will make an Employer nonelective contribution in the amount of three percent (3%) of the employee's actual earnings for each payroll period. This contribution will be made in each payroll period.

- E. Employees will be vested at all times in both the employees' and the Employers' contributions.
- F. NDWA will execute the applicable Joinder Agreement to participate in the CWA SRT and will implement those changes on or before ninety (90) days after ratification of this Agreement.
- G. Regular employees who have completed their 90-day probationary period may enroll in the CWA SRT and make pre-tax or Roth contributions at any time by submitting an enrollment form.
- H. Temporary employees covered by this Agreement, pursuant to Article 3 and subject to Article 1, who are expected to work at least one thousand (1,000) hours in a twelve (12)-month period or five hundred (500) hours in each of three (3) consecutive twelve (12)-month periods may enroll in the CWA SRT and make pre-tax or Roth contributions at any time by submitting an enrollment form, after ninety (90) days of employment.

**Section 8.** NDWA has the right to change insurance carriers or service providers, terms and/or conditions of the foregoing Plans, as long as: (a) the level of benefits is not materially reduced during the life of this Agreement, and (b) the change is equally applicable to non-union employees.

**Section 9.** The parties understand that legal and regulatory restrictions applicable to the above-described benefit plans and programs may change at any time and NDWA has the right to amend any of the foregoing Plans and Programs to address such changes, including adjusting benefits to ensure the level of benefits provided to employees remain the same.

**Section 10.** In the event, during the life of this Agreement, NDWA proposes to amend any of the existing employee benefit plans, programs, and/or policies or their successors in a manner that affects benefits or privileges of employees represented by the Union, it will notify the Union before doing so of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal provided, however, that no amendment may be made in the employee benefit plans, programs, and/or policies that would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without its consent.

## VACATION & SICK TIME DONATION

**Section 1.** A special leave donation bank shall be maintained by NDWA for use by employees who meet the criteria for sick and safe leave, short- or long-term disability, bereavement leave, or unforeseen emergencies, but who have exhausted all accrued vacation, sick, and safe leave.

- A. Employees may donate their accrued and unused sick and safe leave or vacation time as described below.
- B. If an employee is awaiting a decision on short-term disability (STD), and all accrued sick and safe leave have been used, an employee may withdraw from the donation bank until a decision on STD has been made. If STD is subsequently approved for any period that overlaps with the donated leave used, the equivalent number of hours shall be reimbursed to the donation bank from the employee's STD benefits or through another mutually agreed method.
- C. For time off under the provisions of Article 15, Inclement Weather and Other Emergencies, it will not be necessary for an employee to exhaust all their accrued vacation and sick and safe leave in order to be eligible to use time off from the bank.

**Section 2.** Any employee wishing to donate accrued and unused vacation and/or sick and safe leave hours may do so in the following manner:

- A. Each employee wishing to donate such leave will notify Human Resources of the intent to donate in increments of not less than four (4) hours. Employees can donate as much time as they wish.
- B. Once leave is donated to the bank, it is irretrievable by the donor.
- C. The donated leave hours shall not expire.

**Section 3.** Any employee who meets the criteria for sick or safe leave, short- or long-term disability, bereavement leave, or unforeseen emergencies, but has exhausted all accrued vacation leave, sick and safe leave, and the twenty-six (26) weeks of STD described in Article 20, Health, Welfare and Retirement Benefits, may request a withdrawal from the sick leave donation bank in the following manner:

- A. Such employee must submit a written request to Human Resources to withdraw a specified number of hours from the bank.
- B. Each employee may use up to a maximum of four hundred and sixteen (416) hours from this bank per calendar year for disability leave. For sick and other leave requests under this bank, including those awaiting a decision under STD, employees may use up to a maximum of one hundred sixty (160) hours.
- C. All withdrawals from this bank shall be in whole-hour increments.
- D. It shall be within Human Resources' full discretion to review in good faith requests for special leave donation time for unforeseen emergencies.
- E. If the bank does not have sufficient donated hours to meet a withdrawal request, such request shall be deemed amended to equal the outstanding balance at the date of withdrawal request submission.

- F. Withdrawal requests shall be considered and approved on a first-come, first-served basis. If multiple employees submit requests at the same time, NDWA will work to distribute the time as equitably as possible. If this is not possible, the requests will be distributed by seniority order.
- G. NDWA will, for purposes of computation, apply the approved donated leave to the recipient's leave account provided that such recipient must use the donated leave. There will be no cash payment for accrued and unused donated leave that will revert back to the bank.

# WAGES & COMPENSATION

## Section 1. Rates of Pay.

A. The rates of pay and progression wage scales for full-time employees shall be those defined in this Agreement. Wages will reflect a general wage increase:

1. Effective July 1, 2026 – 1.50%
2. Effective July 1, 2027 – 2.00%

## B. Starting Rates for New Hires.

1. Each employee who enters the service of NDWA shall begin employment at the entry level for the appropriate job title, except that appropriate step increase over such starting rate may be made by NDWA based on prior experience that is above what is required in the job opening. Prior experience will include volunteer work, membership, internships, or fellowship in NDWA. Volunteer work will be credited as long as the employee has worked an average of twenty (20) hours a week for each year of additional experience.
  - a. More than one (1) but less than three (3) years additional experience – one (1) step increase.
  - b. More than three (3) years additional experience, but less than six (6) – two (2) step increases.
  - c. More than six (6) years of additional experience, three (3) step increase.
  - d. In no event should an employee be given more than three (3) steps allowance.
2. In the event that NDWA chooses to hire a bargaining unit employee at a rate higher than start rate, it will inform the Union upon the hiring, and the parties may thereafter discuss the basis for the decision.
3. If NDWA hires an employee with no prior experience at a step of pay higher than the start rate, it shall raise the existing step rate of all incumbents in that title to match the same steps of increase for the newly hired employee effective with the date of hire of the newly hired employee.
4. Once hired, employees will be placed in progression and their next step increase will be effective on their anniversary date of hire with NDWA.

**C. Placement on Wage Tables.** Current employees will be placed on the new wage table in accordance with their years of experience in NDWA and any other factors the parties uniformly apply. The parties will work on the applicable placement process for employees to ensure equity and transparency in the wage placement process.

1. Once slotted, employees will be placed in progression unless they are placed at the top rate, and their next step progression increase will be effective on their anniversary date of hire with NDWA.
2. Employees that have a wage rate higher than the applicable wage rate (based on their seniority and any other factors the parties uniformly apply) will be pay protected and will not receive step progression until they achieve the necessary years of service to receive the appropriate step increases. Employees will receive the applicable general wage increase.

3. No later than sixty (60) days of the ratification of this Agreement, if an employee feels that their application on the new wage table does not meet the criteria set up by the parties, they will bring the issue immediately to the Union and Human Resources for review and to take the appropriate actions and corrections as necessary. If after discussions, the request is granted, it will be effective to the date of this Agreement.

**D. Voluntary Demotions.** When a voluntary change of title occurs and is considered a demotion (the top rate of the position is lower than the top rate of the current position), the employee will be placed on the applicable step based on their years of service with NDWA and placed in progression if applicable.

**E. Involuntary Demotions.** When an involuntary change of title occurs and is considered a demotion (the top rate of the position is lower than the top rate of the current position), either by layoff or any other consideration, the employee will be placed on the closest rate (not lower) provided they are not over the top rate for the job they are moving to. Employees will be then placed on progression if applicable. If the employee's current rate is over the top rate for the new position, they will be placed on the top rate.

**F. Promotions.** When a voluntary change of title occurs and is considered a promotion, a five percent (5%) increase will be applied to the employee's current weekly pay rate. The employee will then be slotted into the closest step in the new schedule that is equal to, but not less than, that new amount. In the event an employee's promotion increase places them over the top of the new wage scale, that employee will be placed at the top of the new schedule.

**G. Promotions for Pay Protected Staff.** When an employee who is pay-protected under Section 1 (C)(2) of this Article, or for any other reason, and is subsequently promoted to a job family where the top rate of the position to which they are being promoted is higher than the top rate of their current position, the employee's salary upon promotion will be calculated based on the following rules:

1. Calculate the promotional increase guarantee of five percent (5%) under, Section 1 (F) above. If the new salary rate would place the employee in a step equal to or below the level of the employee's credited years of service in NDWA, the employee will be placed in the closest step that is not lower than their promotion salary:

Example: Employee with a date of service of 1/1/2020 as a Coordinator with a salary of \$74,000 is being paid at a rate that exceeds the rate for their step as Coordinator (2 years = \$71,086) and is therefore pay protected. The employee is promoted to Lead Organizer effective 11/1/2022.  $\$74,000 \times 5\% = \$3,700 =$  new salary rate of \$77,700. The closest step for Lead Organizer that is not lower is step 1 year at \$78,155; therefore, the employee will be placed at that step.

2. If the promotional increase calculation on G(1) above would place the employee in a step that is higher than the step the employee would have been placed in based on their years of service, the employee will be placed at the step that equals their years of service with NDWA and will receive that step's corresponding salary rate as long as that step has a salary rate higher than the employee's pre-promotion salary.

Example: Employee with a date of service of 1/1/2021 as an Associate with a salary of \$69,000 is on wage protected status since they are making more than the one (1)-year step salary (\$60,900). The employee is promoted to Specialist effective 11/1/2022, and the step 2(a) calculation yields a new salary rate of \$72,450 ( $\$69,000 \times 5\% = \$3,450$ ). The salary rate for step 1 year as a Specialist is \$71,050. The employee will then be placed at this step since it is higher than their current (pre-promotion) wage even though lower than the 5% increase.

3. If the promotional increase calculation on G(1) above would place the employee in a step that is higher than the step the employee would have been placed in based on their years of service, but the salary

rate for the step equal to their years of service is lower than the employee’s current (pre-promotion) salary rate (the rate for which the employee is pay protected), the employee will be placed at the step that equals their years of service but will remain in pay protection status (meaning that their salary will not be reduced).

Example: Employee with a date of service of 1/1/2019 as Coordinator with a salary of \$85,000. The employee is in pay protected status since their salary is higher than their corresponding wage step (three (3)-year \$72,151). The employee is promoted to Organizer, and the 5% increase would result in a new salary of \$89,250 ( $\$85,000 \times 5\% = \$4,250$ ), which is above the rate for their applicable step based on their date of service (3-year = \$80,517). Since the 5% promotional increase yields a new salary higher than their corresponding three (3)-year service step, but the corresponding three (3)-year step has a salary rate lower than the employee’s pre-promotion pay-protected salary, the employee will be placed in the three (3)-year step but will continue on pay-protected status under Article 22, Section 1(C) (2), meaning that the salary will not be reduced)

**H. Anniversary Dates.** When an employee’s anniversary date or title change is on the same date that a step increase is due, the step increase will be applied before the move to the new Wage Schedule.

**I. Retreat Rights.** Anytime an employee moves to another job and subsequently retreats (employee or company initiated) to the former job within three (3) months, the employee will be treated as though they never left the former job for wage purposes.

**J. Wage Tables and Job Families.**

**Associate:** Primarily realizes day-to-day tasks of a project and provides administrative and other support for the execution and management of projects and work. Mainly performs administrative, routine clerical tasks or provides assistance to a campaign or project at a lower level. Specific job duties will be defined in the job description. They are delegated direct responsibilities at a lower level of the organization. Associates are members of a team of workers whocollaborate to ensure that the organizational needs are met and are delegated direct responsibilities.

Step	July 1, 2025	July 1, 2026	July 1, 2027
Entry Level	\$63,654	\$64,609	\$65,901
1 Year	\$64,609	\$65,578	\$66,890
2 Year	\$65,578	\$66,562	\$67,893
3 Year	\$66,562	\$67,560	\$68,912
4 Year	\$67,560	\$68,573	\$69,945
5 Year	\$68,573	\$69,602	\$70,994
6 Year	\$69,602	\$70,646	\$72,059
7 Year	\$70,646	\$71,706	\$73,140
8 Year	\$71,706	\$72,782	\$74,237

**Executive Assistant:** Responsible for managing the schedules and communications of key company executives and their projects. Their duties include prioritizing emails and phone calls, gathering documents to prepare for meetings, and coordinating travel arrangements. They also provide key administrative support in the office.

Step	July 1, 2025	July 1, 2026	July 1, 2027
Entry Level	\$65,776	\$66,763	\$68,098
1 Year	\$66,762	\$67,763	\$69,119
2 Year	\$67,764	\$68,780	\$70,156
3 Year	\$68,780	\$69,812	\$71,208
4 Year	\$69,813	\$70,860	\$72,277
5 Year	\$70,860	\$71,923	\$73,361
6 Year	\$71,922	\$73,001	\$74,461
7 Year	\$73,001	\$74,096	\$75,578
8 Year	\$74,096	\$75,207	\$76,712

**Organizer 1:** Primary responsibility is to identify, recruit and retain workers and worker leaders in the organization and organizing activities. They support the execution of campaign activities, coordinate member participation in campaigns and provide input in developing campaign strategy. They are delegated direct organizing responsibilities.

Step	July 1, 2025	July 1, 2026	July 1, 2027
Entry Level	\$73,202	\$74,300	\$75,786
1 Year	\$74,300	\$75,415	\$76,923
2 Year	\$75,415	\$76,546	\$78,077
3 Year	\$76,546	\$77,694	\$79,248
4 Year	\$77,694	\$78,859	\$80,437
5 Year	\$78,859	\$80,042	\$81,643
6 Year	\$80,042	\$81,243	\$82,867
7 Year	\$81,243	\$82,462	\$84,111
8 Year	\$82,462	\$83,699	\$85,373

**Coordinator:** Supports the implementation, oversight and execution of program or organizational work for a team and/or cross-team work. They are responsible for the coordination of such work under the supervision of a manager or director. Their duties include performing specialized tasks, supporting a team of staff members, ensuring timely response and communication for project work and establishing relationships with vendors and freelance professionals.

Step	July 1, 2025	July 1, 2026	July 1, 2027
Entry Level	\$73,202	\$74,300	\$75,786
1 Year	\$74,300	\$75,415	\$76,923
2 Year	\$75,415	\$76,546	\$78,077
3 Year	\$76,546	\$77,694	\$79,248
4 Year	\$77,694	\$78,859	\$80,437
5 Year	\$78,859	\$80,042	\$81,643
6 Year	\$80,042	\$81,243	\$82,867
7 Year	\$81,243	\$82,462	\$84,111
8 Year	\$82,462	\$83,699	\$85,373

**Specialist 1:** Provides specialized tasks requiring unique training, certification, and/or specialized knowledge/skills gained by work experience designed to provide technical and specialized support and work in the department they are assigned to. Actions or tasks worked on are assigned by a team and/or manager/director.

Step	July 1, 2025	July 1, 2026	July 1, 2027
Entry Level	\$74,263	\$75,377	\$76,884
1 Year	\$75,377	\$76,508	\$78,038
2 Year	\$76,508	\$77,656	\$79,209
3 Year	\$77,655	\$78,820	\$80,396
4 Year	\$78,820	\$80,002	\$81,602
5 Year	\$80,002	\$81,202	\$82,826
6 Year	\$81,202	\$82,420	\$84,068
7 Year	\$82,420	\$83,656	\$85,329
8 Year	\$83,657	\$84,912	\$86,610

**Specialist 2:** Performs work requiring unique training, certifications, specialized degree, and/or specialized knowledge/skills gained by work experience necessary for the job and/or responsible for managing and execution of program plans and strategies, including managing day-to-day program and work. They are highly skilled in specializations related to the work they are assigned to and due to their level of specialization, hold a higher level of responsibility in their department. They may supervise permanent and/or temporary staff.

Step	July 1, 2025	July 1, 2026	July 1, 2027
Entry Level	\$84,872		
1 Year	\$86,145	\$86,145	\$87,868
2 Year	\$87,437	\$87,437	\$89,186
3 Year	\$88,749	\$88,749	\$90,524
4 Year	\$90,080	\$90,080	\$91,882
5 Year	\$91,431	\$91,431	\$93,260
6 Year	\$92,803	\$92,802	\$94,659
7 Year	\$94,195	\$94,195	\$96,079
8 Year	\$95,608	\$95,608	\$97,520

**Program/Project Manager:** Performs management work to ensure execution of project plans, including managing day-to-day projects and work. Responsible for advancing goals and initiatives in cross-team meetings and projections. They provide input and feedback for program evaluation and planning. They may supervise temporary staff or interns and/or direct consultant work.

Step	July 1, 2025	July 1, 2026	July 1, 2027
Entry Level	\$81,689	\$82,914	\$84,573
1 Year	\$82,915	\$84,159	\$85,842
2 Year	\$84,158	\$85,420	\$87,129
3 Year	\$85,421	\$86,702	\$88,436
4 Year	\$86,702	\$88,003	\$89,763
5 Year	\$88,003	\$89,323	\$91,110
6 Year	\$89,323	\$90,663	\$92,476
7 Year	\$90,662	\$92,022	\$93,862
8 Year	\$92,022	\$93,402	\$95,270

**Organizer 2 (Lead Organizer):** Responsible for developing and managing the execution of base-building, organizing, and/or campaign plans, including managing and overseeing leadership development and other member programming. Responsible for supporting and developing member leaders and organizers in their organizing skills. Supports strategy and program development and provides ongoing evaluation and reflections toward that end. They may supervise temporary staff. Has decision-making responsibilities within their body of work under general supervision, with some latitude for independent initiative and judgment.

Step	July 1, 2025	July 1, 2026	July 1, 2027
Entry Level	\$81,689	\$82,914	\$84,573
1 Year	\$82,915	\$84,159	\$85,842
2 Year	\$84,158	\$85,420	\$87,129
3 Year	\$85,421	\$86,702	\$88,436
4 Year	\$86,702	\$88,003	\$89,763
5 Year	\$88,003	\$89,323	\$91,110
6 Year	\$89,323	\$90,663	\$92,476
7 Year	\$90,662	\$92,022	\$93,862
8 Year	\$92,022	\$93,402	\$95,270

**Manager (Advanced Level):** Under general direction, with considerable latitude for the exercise of independent initiative and judgment, performs more responsible supervisory and/or management work. Implements plans or carries out projects as determined by the team and has decision-making responsibility in their area. May manage and supervise staff and/or interns. Works under the supervision of a Director.

Step	July 1, 2025	July 1, 2026	July 1, 2027
Entry Level	\$ 89,116	\$90,453	\$92,262
1 Year	\$ 90,452	\$91,809	\$93,645
2 Year	\$ 91,809	\$93,186	\$95,050
3 Year	\$ 93,186	\$94,584	\$96,475
4 Year	\$ 94,584	\$96,003	\$97,923
5 Year	\$ 96,003	\$97,443	\$99,392
6 Year	\$ 97,443	\$98,905	\$100,883
7 Year	\$ 98,904	\$100,388	\$102,395
8 Year	\$ 100,388	\$101,894	\$103,932

**Attorney:** Attorney or Counsel within the organization assigned to provide legal expertise and whose responsibilities do not fall under a Director or higher level Job Family. Such work may include, but is not limited to, support and develop projects related to organizational compliance, drafting and reviewing contracts and other legal documents, and supporting staff in the creation, execution, and enforcement of legislative and administrative policy.

Step	July 1, 2025	July 1, 2026	July 1, 2027
Entry Level	\$91,237	\$92,606	\$94,458
1 Year	\$92,606	\$93,995	\$95,875
2 Year	\$93,995	\$95,405	\$97,313
3 Year	\$95,405	\$96,836	\$98,773
4 Year	\$96,836	\$98,289	\$100,254
5 Year	\$98,288	\$99,762	\$101,758

6 Year	\$99,763	\$101,259	\$103,285
7 Year	\$101,260	\$102,779	\$104,834
8 Year	\$102,778	\$104,320	\$106,406

Director: Responsible for developing program plans and directing their execution. Develop analysis of the context and work to inform strategy and specific initiatives. Directors supervise and lead a team and own and manage its program budget. Responsible for ensuring program plans and work are aligned with overall department and organizational vision and priorities.

Step	July 1, 2025	July 1, 2026	July 1, 2027
Entry Level	\$95,481	\$96,913	\$98,851
1 Year	\$96,913	\$98,367	\$100,334
2 Year	\$98,367	\$99,843	\$101,839
3 Year	\$99,842	\$101,340	\$103,366
4 Year	\$101,340	\$102,860	\$104,917
5 Year	\$102,861	\$104,404	\$106,492
6 Year	\$104,403	\$105,969	\$108,088
7 Year	\$105,969	\$107,559	\$109,710
8 Year	\$107,558	\$109,171	\$111,355

**Section 2. Workload or Temporary Coverage.**

- A. When an employee departs NDWA or goes on leave for a period longer than one month, the departing employee and the departing employee’s supervisor will provide a written departure plan to senior management and the Senior Director of Human Resources detailing how the departing employee’s responsibilities will be assigned in the employee’s absence (“Departure Plan”).
- B. If a written departure is not completed prior to the departing employee’s departure as per Section 2A, as soon as practical following the employees departure the supervisor will create a departure plan. In the event that this departure plan impacts in-unit staff, the supervisor will meet with such impacted employees(s) to cooperatively create the departure plan and discuss any applicable coverage allowance. The employee’s union representative may be present at such meetings upon the employee’s request.
- C. Any employee who will either 1) serve in an acting or interim capacity for a senior management role, 2) take on supervisory responsibilities, or 3) take on additional responsibilities significantly outside of their scope of work as outlined in a Departure Plan, will be paid a temporary coverage allowance (“Coverage Allowance”).
- D. Such assignments must be informed to the employee clearly, in writing, with the expectations and the compensation they will receive, based on the level/tier of the role. The employee will only accept this assignment if they have capacity to take on the additional workload and they are willing to do so.
- E. Once approved, the Coverage Allowance will be effective from the date the employee took on the additional assignment pursuant to Section 2.
- F. The Coverage Allowance will cease two (2) weeks after a replacement has been found to fill the vacancy the incumbent is covering for. This period is designed to have an effective transition of roles to the replacement employee.
- G. The Coverage Allowance will be paid according to the following:

- 1. Senior Management Role:** An employee who serves in an interim or acting capacity for a senior management role will be compensated at the salary rate of the management role, or with a twenty percent (20%) daily allowance, whichever is greater.
  - a. Interim is defined as taking on a senior management role for a finite period of time, such as a sabbatical or parental leave.
  - b. Acting is defined as taking on a senior management role for an undetermined period of time, such as needing to rehire for the departing employee.
- 2. Supervisor Role:** An employee who takes on supervisory responsibilities of a team will be compensated at the salary rate of the supervisor role, or with a fifteen percent (15%) daily allowance, whichever is greater.
- 3. Scope of Work Expansion:** An employee who temporarily takes on the significant additional responsibilities outside of their scope of work will receive a ten percent (10%) daily allowance. Ambient work that would fall under approximately five (5) hours a week (attending meetings in a departing employee's stead, etc.) does not qualify as a scope of work expansion.

H. The daily allowance will be calculated by dividing the employee's annual wage by two hundred sixty (260) regular workdays. This will be the daily rate. Then it will be multiplied by the applicable allowance percentage to the daily rate and paid for each day the employee works.

1. Example A: Director on Step 5 years (\$96,956 yearly pay) will cover for a Senior Director with a pay of (\$114,000). The twenty percent (20%) allowance will total \$74.58 daily ( $\$96,956 \div 260 = \$372.90 \times .20$ ). This increases the yearly pay of the employee to \$116,347 ( $74.58 \times 260 = \$19,390$ ), which is higher than the current Senior Director pay. Therefore, the employee will receive the twenty percent (20%) allowance.
2. Example B: Organizer 2 in step 4 years of salary (\$81,725) will cover for Director who currently is on step 8 years (\$101,384). The fifteen percent (15%) allowance will total \$47.15 daily ( $\$81,725 \div 260 = \$314.33 \times .15$ ). This increases the yearly pay of the employee to \$93,984 ( $\$47.15 \times 260 = \$12,259$ ), which is lower than the current Director pay. Therefore, the employee will receive the Director pay.
3. Example C: A Coordinator on step 3 years (\$72,152) will cover for another Coordinator who will go on parental leave. The ten percent (10%) allowance will total \$27.75 daily ( $\$72,152 \div 260 = \$277.51 \times .10$ ).

**Section 3.** An allowance consisting of one hundred dollars (\$100) per month, will be paid to any employee that is fluent in any language, other than English, that is of direct benefit to NDWA and is used by the staff member for the performance of their work or to improve internal communication and support for staff and members of the organization.

**Section 4.** A two thousand three hundred dollar (\$2,300) longevity differential, shall be paid to all employees upon reaching nine (9) years of service. After the completion of nine (9) years of service, the employee will receive two thousand three hundred dollars (\$2,300) for each two (2) years of completed service. Employees who on the effective date of this Agreement have already passed the anniversary date for the longevity bonus, will receive the bonus applicable for all the years of service in NDWA.

# UNIFORM EXPENSE TREATMENT

**Section 1.** NDWA will reimburse employees for reasonable business expenses, including pre-approved travel expenses, so long as the employee completes the appropriate expense reporting, supported by appropriate documentation.

**Section 2.** Time spent in local travel at the direction of NDWA after reporting for duty and before release from duty shall be treated as work time.

**Section 3. Use of Personal Car.** Employees directed by NDWA to use their personal car for travel during the workday or for other authorized NDWA business shall be paid the IRS allowable rate per mile. Any travel time on a nonscheduled day at the direction of NDWA shall be considered work time.

**Section 4. Official Travel Expenses and Per Diem.** Employees on official travel approved by employees' supervisor for an NDWA assignment will receive reimbursement for all reasonable, necessary, and ordinary business expenses incurred in the fulfillment of such assignment, as provided in NDWA current travel policy subject to the following:

- A. Per diem, as defined by the GSA, shall be paid to cover meals and incidental expenses during approved official travel. The first and last days of the travel shall be covered at seventy-five percent (75%) of GSA's per diem rate consistent with current GSA guidelines. Travel that starts before or at 9:00 a.m. and ends at or after 5:00 p.m. on the same day will be eligible for a full day per diem.
- B. Reasonable and moderate housing or lodging incurred in carrying out the assigned job shall be reimbursed by NDWA. Union hotels are encouraged to be used.
- C. Baggage fee up to one (1) personal bag will continue to be reimbursed.
- D. If the employee travels with children, the employee will receive twenty-five dollars (\$25.00) per diem for meals for children.
- E. Other properly authorized expenses incurred on behalf of NDWA shall be reimbursed when properly explained and vouchered consistent with NDWA's policies on submitting receipts for reimbursement.

**Section 5. Cell Phone.**

- A. NDWA will provide cell phone equipment to employees who wish to use an NDWA device for work purposes. NDWA will pay one hundred percent (100%) of the cost of the equipment and monthly data plan for NDWA-issued cell phones. Employees who receive an NDWA-issued cell phone may only use that phone for work purposes. NDWA-issued cell phones must be returned to NDWA upon the employee's departure. If an employee elects to receive an NDWA-provided cell phone, the employee may not also submit for reimbursement for their personal cell device pursuant to Section 5 (B).
- B. If employees choose to use their personal cell phone device for work purposes, NDWA will reimburse employees seventy-five dollars (\$75) per month toward an employee's existing cell phone plan.
  - 1. To substantiate this expense, the employee must submit a bill/receipt at the beginning of the calendar year (or the start of employment) or during the year, through NDWA's payment system (currently bill.com). This bill/ receipt will be used as the basis for NDWA to provide automatic, recurring reimbursements of seventy-five dollars (\$75) per month for the remainder of the calendar year.

2. In cases where an employee's actual personal expense for a cell phone plan, including the cost of equipment, exceeds seventy-five dollars (\$75) per month, the employee may be reimbursed up to a maximum of one hundred seven dollars (\$107) per month upon submission of a bill/receipt each month. In cases of shared plans, the individual cost for the employee's line shall be determined as follows:
  - a. If the billing is itemized per line/user, the employee will receive reimbursement based on the actual cost for the line actually assigned to the employee or the employee's allocation of shared account costs and taxes shall be computed by dividing the shared costs and taxes by the total number of lines, whichever is greater.
  - b. When the cost per line/user is not itemized, the total amount of the monthly bill shall be divided across the number of users in the plan to determine the individual employee's plan cost.
  - c. Employees working less than thirty (30) hours per week shall receive cell phone reimbursement on a pro-rated basis based on hours worked.

**Section 6. Home Internet.** For employees who work remotely, home internet service will be reimbursed up to fifty dollars (\$50) per month per employee. Employees working less than thirty (30) hours per week will receive a reimbursement on a pro-rated basis based on hours worked. To substantiate this expense, the employee must submit a bill/receipt at the beginning of the calendar year, or the start of employment, or during the calendar year, through NDWA's payment system (currently bill.com). This bill/receipt will be used as the basis for NDWA to provide automatic, recurring regular monthly reimbursement payments of \$50 per month up to the end for the remainder of the calendar year.

**Section 7.** In order for NDWA to comply with any legal or regulatory amendments, NDWA may change and update its existing expense reimbursement policies provided that (a) the level of benefits is not materially reduced during the life of this Agreement, and (b) the change is equally applicable to non-union employees.

## ADJUSTMENTS TO THE WORKFORCE, LAYOFF, SEVERANCE & RECALL

**Section 1.** In the event NDWA determines that a layoff becomes necessary during the term of this Agreement, NDWA will first advise the Union one (1) week prior to notifying the affected employee(s). The notification shall include the job titles impacted, the seniority dates of employees, proposed voluntary buyout pools, a complete list of available or open roles, complete list of contractors performing bargaining unit work, and the projected layoff or restructure date. At the request of the Union, the Parties will meet to discuss and bargain over issues related to the layoffs and/or reorganization/restructure issues to the extent not already covered by this Agreement, including good faith strategies to mitigate the need for or extent of layoffs.

**Section 2.** Temporary staff or persons hired through an outside agency and independent contractors who are not in the bargaining unit but are performing bargaining unit work or work that could be performed by the bargaining unit, will be separated prior to the roll off date, unless the Parties agree that terminating a contract prior to its end date would result in additional cost or not result in additional savings, or any similar reason.

**Section 3. Notice.**

- A. The affected employee(s) will be notified not less than sixty (60) calendar days prior to the date the employee(s)' projected roll off date (or pay in lieu of notice). This notice period shall be divided between thirty (30) days of active work and thirty (30) days of working only as requested, also known garden leave.
- B. If an employee begins full-time alternative employment during the notice period, the employee is required to notify NDWA, the period will end at that time and the employee will receive their severance payment. Any unused notice period will not be converted into severance or other pay.
- C. If an employee wishes to leave employment before any applicable working notice period ends (whether to begin alternative employment or otherwise), they shall discuss their situation with their manager and HR.
  1. NDWA will meet with the Union and together will determine, based on remaining operational needs, whether the notice period can be ended early without significant disruption.
  2. If suitable arrangements to avoid work disruption are identified, the early departure will be approved, and the notice period will end on the agreed date.
  3. In such a case, the employee will not be paid for what otherwise would have been the remainder of the notice period and the employee will receive the severance pay and benefits they would have received if the notice period had run its course.
  4. Employees who plan to leave during the notice period will provide notification at the earliest opportunity.

**Section 4. Voluntary Buyout.** In the event that NDWA determines that the number of individuals in a title, job family, program, or department (the "pool") needs to be reduced (i.e., where at least one individual in the pool will remain), prior to providing Notice as described in Section 3 above, NDWA will offer all of the employees in the pool a voluntary buy-out option (the opportunity to voluntarily resign and receive separation benefits described in Section 8 below).

- A. Volunteers for separation will be offered the same package set forth below in Section 8 and will be entitled to the same notice period.
- B. The pool will have two (2) business days to consider and respond to the offer.
- C. When reaching out to employees in the pool, NDWA will:
  - 1. Ask whether employees would be interested in volunteering to be separated and receive the offered package; and
  - 2. To the extent applicable, provide a list of vacant bargaining unit roles, as referenced in Section 6, and ask employees to indicate any of those roles they would be willing to move into and their preferences.
- D. If more employees volunteer than needed, then employees to be separated voluntarily will be selected based on seniority (most senior to least senior), with the most senior employee receiving the buyout.

**Section 5.** If after the voluntary buyouts there is still a need for reduction in force in an applicable pool, employees will be retained based on seniority, with the least senior employee being laid off.

**Section 6. Bumping Rights.** In the event of layoffs, employees whose positions are eliminated will have the right to “bump” into another in-unit position as provided for herein. Bumping will occur within the employee’s program and department and Bumpable Job Families (as defined below), using seniority as the primary factor and qualifications as the threshold requirement. “Bumpable Job Families” shall mean the impacted employee’s (i) current job family, (ii) stacking job families of Organizer 1 and 2 and Specialist 1 and 2, if applicable, or (iii) former job family that such employee advanced from within the past year. The impacted employee in the senior position shall be offered the opportunity to take a demotion or lateral movement into the equal or lower level position of the least senior employee within the employee’s program, department, and Bumpable Job Family (“Bumping Eligible Position”) and the least senior person will be laid off, provided that such impacted employee meets the qualifications for that Bumping Eligible Position. Bumping rights will apply before any layoffs take effect to ensure senior workers are given priority. The impacted employee will have two (2) business days to consider and respond to the bumping offer.

**Section 7. Job Placement into Vacancies.**

- A. Where a role needs to be filled in the bargaining unit and there are internal candidates who would otherwise be laid off and who are qualified for the role (as determined by NDWA, in good faith and after due consideration of the candidates’ qualifications), they will be given priority placement for the role over external candidates and any other internal candidates.
- B. If two (2) or more internal candidates who would otherwise be laid off apply for the same vacancies, NDWA will select the most qualified candidate. Where qualifications are relatively equal, in the judgment of NDWA, it shall select the most senior.
- C. An employee to whom a job offer has been made has twenty-four (24) hours to accept the job offer after which it will be considered rejected and will then receive the equivalent layoff allowance. If any of the senior qualified candidates decline, NDWA will proceed to offer the position to the next candidate in seniority order.
- D. Internal candidates hired into a new role shall be subject to an initial sixty (60)- day trial period, which may be extended by an additional thirty (30) days subject to the mutual agreement of the Union and NDWA. If the employee concludes within the trial period that placement in the role does not meet their expectations, the employee will retain access to severance. For the purposes of this section, a new role is defined as a new work opportunity that is different from the scope, performance and execution of the current function any individual employee is currently performing.

- E. Required skills also include those that an employee currently lacks but reasonably could be expected to acquire with training over a sixty (60) day period.
- F. If there are no employees that would otherwise be laid off available to fill the vacancy, NDWA will proceed to fill the vacancy in accordance with this Article 7, Hiring and Promotions.

**Section 8.** When a potential laid-off employee changes jobs to avoid a layoff, and the change occurs to a lower paid position (downgrade), the change will be considered an involuntary demotion and the employee's wage will be assigned in accordance with Article 22, Wages and Compensation.

**Section 9. Termination Payments.** Employees who are laid off pursuant to this Article will receive a termination payment plus payment for any unused but accrued vacation. The termination payments will be as follows:

- A. Severance: a minimum of one (1) months' salary, and an additional one (1) week of salary per six (6) months of seniority after completion of one (1) year of seniority.
- B. Health Care Benefits: NDWA will pay for the COBRA coverage for the same number of weeks as are represented by the severance payment, rounded to the next whole month, or until the employee has other coverage, whichever comes first.
- C. Bargaining unit employees may request to receive severance in a lump sum payment or in installments in accordance with the NDWA payroll cycle, and the request will not be unreasonably denied.
- D. Affected bargaining unit members will execute a mutually approved General Release.

**Section 10. Reference.** As to prospective Employers outside of NDWA, should the HR Department receive any employment inquiries or reference requests with regard to employment of any laid off employee, NDWA agrees it shall provide only the following information: dates of employment, title, and that the employee was involuntarily laid off, the employee left employment in good standing due to a layoff and that they are eligible for rehire. NDWA is not responsible for inquiries or reference requests not directed to the Human Resources Department.

**Section 11. Recall.**

- A. Employees, except those that took a voluntary buyout, shall retain recall rights for a period for up to a maximum of one (1) year from the date their severance allowance ends.
- B. If and when the Employer intends to fill an open bargaining unit position in a position previously held by an employee who is on layoff, that laid off employee shall be recalled (i.e., given the opportunity to return to work) before the Employer engages anyone else for the position.
- C. Employees shall be recalled per position in reverse order of layoff. If two or more employees in the same position were laid off at the same time, employees shall be recalled in seniority order.
- D. An employee who does not respond within seven (7) calendar days to notice from the Employer of recall (sent by email and certified mail to the employee's last known personal email address and mailing address) and/or fails to return on the designated date shall forfeit all rights to recall and will be considered as having voluntarily resigned their employment. The Employer will also attempt to contact any such employee to notify them of their recall notice by telephone at the employee's last known telephone number. In the event that the employee does not answer, a voicemail is left.
- E. If an employee who has been laid off is recalled to the Employer's prior position, they shall receive credit for past service in the computation of pay and benefits.

**Section 12. Rehire.** A former laid off employee, including those that take a voluntary buy out, and who files an application for employment, will be given priority consideration over other applicants for vacancies for which they qualify, for a period of three (3) years from the date of layoff and will be given preference for an introductory interview with a Human Resources staff member in connection to the vacancy.

**Section 13. Employees on Leave of Absence.** Employees who are on an approved leave of absence at the time a workforce adjustment process is initiated shall be contacted and provided the opportunity to participate fully in the voluntary buyout, job placement, on the same basis as active employees. NDWA shall make reasonable efforts to notify such employees using their last known personal contact information. For employees on approved leave, the effective date of layoff shall be issued upon their return from leave or upon completion of the remaining notice period, whichever is later.

**Section 14.** Any layoff or restructuring process will not be made in an effort to undermine and/or to discriminate against the Union or bargaining unit employees nor to circumvent this Agreement. It is further agreed that any decision from NDWA will not be made in an arbitrary or capricious manner.

# PERFORMANCE EVALUATIONS & DISCIPLINE

## Section 1. Performance Evaluations.

- A. Employees will receive periodic performance reviews after completing probation. The reviews will be conducted at least annually during their employment with NDWA. However, the timing and frequencies 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.
- B. Performance evaluations are opportunities to recognize the quality and quantity of the work an employee performs, knowledge of the job, initiative, work attitude, and their interactions with staff and NDWA partners. The performance evaluation should help employees become aware of their progress and areas for improvement.
- C. The Employee shall be entitled to submit a written response within thirty (30) days of their evaluation, and both the performance evaluation and the employees response will be placed in the employee's personnel file.

## Section 2. Upward Feedback.

- A. At least once per calendar year, bargaining unit members will have the opportunity to submit reviews of their supervisor and the supervisor's direct supervisor.
- B. The Upward processes will be conducted yearly. Upward Feedback will be submitted directly to the Director of HR (or equivalent title). The results of the reviews will be first anonymized before any dissemination to supervisors or the manager themselves. The results of Upward Feedback will be shared with the relevant Management Team members at the conclusion of the performance review process for bargaining unit members.
- C. The LMC will discuss and review the Upward Feedback process.

## Section 3. Discipline and Just Cause.

- A. General Principles.
  - 1. NDWA agrees that discipline of a non-probationary employee shall be for just cause only.
  - 2. A non-probationary employee may file a grievance concerning disciplinary action against them.
  - 3. Discipline shall be applied progressively by NDWA except in the case of gross misconduct.
  - 4. Managers shall provide informal feedback and coaching to address any early-stage concerns. These conversations help set clear expectations and offer employees a chance to correct issues before formal action is taken. Informal coaching is not part of the formal progressive discipline process or an employee's disciplinary record but may inform future steps if concerns persist. This informal feedback must be followed up with a written documentation of its occurrence and details which could be in an email, text message or any other written form, no less than ten (10) business days after. The intent of the informal feedback and coaching is to communicate expectations to employees and allow them reasonable time to improve and show adherence to the applicable policies and procedures.

5. Cases involving gross misconduct may be subject to discipline up to including termination without submission through the progressive discipline process.
6. NDWA will take any discipline action promptly after learning of the circumstances, which may include the conclusion of a timely and complete investigation on which the discipline is based. NDWA will endeavor to take such disciplinary action within seven (7) calendar days after learning of the circumstances on which the discipline is based, or concluding the timely and complete investigation if applicable, unless there is a justifiable business reason for a reasonable extension of this period. NDWA will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within seven (7) calendar days of such disciplinary action.
7. In any disciplinary proceeding, the Employer may not rely on any incidents that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.
8. Written warnings or other disciplinary action will be considered inoperative for purposes of progressive discipline under this Article after a period of twelve (12) months provided no other disciplinary action has taken place during that period, except where discipline involves matters of discrimination, sexual harassment, or retaliation, for which the Employer must maintain records and act appropriately, the full record of such conduct shall be maintained and may be provided to demonstrate progressivity in discipline.

B. NDWA will administer progressive discipline as follows:

1. For Performance Issues.
  - a. Performance issues arise when an employee is unable to fulfill their job responsibilities as outlined in their job description due to deficiencies in competence, an inability to work at an adequate speed, a deficiency in skill, or quality levels. Expectations must be reasonable, clearly communicated, and consistent with the employee's role, and level of responsibility.
  - b. For a first incident of problematic performance, the employee will receive a written warning.
  - c. If problematic performance continues, the Employer will implement a Performance Improvement Plan (PIP) in an effort to address performance issues through non-disciplinary action, in accordance with Section 4 of this Article.
  - d. At the conclusion of the PIP, if the PIP is not successful nor extended, the employee will receive a final written warning outlining the standards not met in the PIP for which they will be reviewed to determine whether or not they can meet the performance requirement of the job. The employee must receive no less than ten (10) work days for this final opportunity to meet the performance standards, before further discipline, up to including termination, may be taken.
  - e. For the avoidance of confusion, if gross misconduct occurs at any point during the Performance Improvement Plan process, that may be grounds for immediate termination.
2. For Problematic Conduct or Behavior not of Gross Misconduct.
  - a. For a first incident of problematic conduct or behavior that does not constitute gross misconduct, the employee will receive a disciplinary action not exceeding a written warning together with input from management on expectations and guidance on how to meet expectations.

- b. In the event of subsequent problematic conduct or behavior not constituting gross misconduct, the employee will receive a final written warning notifying the employee that any subsequent problem may be grounds for further discipline up to and including a two (2) week notice of termination.
- c. In the event of subsequent problematic conduct or behavior not constituting gross misconduct, the employee will be subject to further discipline up to including a two (2)-week notice of termination.

#### **Section 4. Performance Improvement Plans.**

- A. In the event an employee demonstrates performance issues, the employee's supervisor will establish a clear plan (referred to as a Performance Improvement Plan or PIP) with the employee for closely managing performance and correcting identified problems through a performance improvement process.
- B. The written PIP will identify performance issues based on job description and collaboratively created workplan, that require correction and include a written plan of action with specific measurable indicators decided upon by the manager and the employee to guide the improvement or corrective action. The PIP will outline clear expectations, benchmarks, and a timeline to measure improvement. The employee may bring a Union representative to the initial meeting in which NDWA presents and explains the written PIP. A PIP will last for a predetermined amount of time with a minimum of sixty (60) calendar days.
- C. Prior to the conclusion of the PIP, the PIP period may be extended for an additional thirty (30) calendar days by mutual agreement of both parties.
- D. A copy of the Performance Improvement Plan and its outcomes will be retained in the employee's personnel file.
- E. The PIP period shall include at least bi-weekly meetings between the manager and the employee to monitor progress and facilitate the provision and receipt of feedback.
- F. If a manager leaves in the middle of a PIP, NDWA will provide for continued effective administration of the employee's PIP and will consult with the employee regarding any needed extensions or adjustments.
- G. Performance Evaluations and the performance improvement process are not disciplinary action. Failing to meet expectations during a performance improvement process may result in a final written warning.

**Section 5.** Upon written request, an employee will be permitted to examine records containing personally identifiable employee information about themselves within five (5) business days of a written request by the employee to NDWA. An employee will receive written notice of any changes to their personnel file, including discipline, within two (2) working days of said change, and an employee has the right of access to their official personnel file. An employee has a right to respond in writing to any material in the employee's official personnel file within thirty (30) days. The employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel file. The employee's timely written response to any material related to discipline or job performance in their official personnel file will be included with the material.

## GRIEVANCE PROCESS

**Section 1.** Before commencing the formal grievance process, employee(s) with or without their representative, may first attempt to informally resolve any grievance with their immediate supervisor. All complaints or prospective grievances by the Union shall normally be taken up informally with NDWA management in an effort to resolve the matter at an early stage.

**Section 2.** A grievance is defined as a written complaint by the Union on behalf of an individual employee, group of employees, or on its own behalf explicitly stating an alleged violation of the application or interpretation of a specific provision(s) of the Collective Bargaining Agreement, or other terms and conditions of employment, alleging an improper loss or reduction of any contractually established benefits arising out of the employment with NDWA or alleging an employee was subject to discipline or discharge without just cause. An individual employee can also file a grievance on his/her/their behalf.

**Section 3.** All time limits in this Article may be extended by written agreement of the parties in advance of the expiration of the time limit. Failure to meet any time limit, or extension to a limit, for filing a grievance or for appealing a grievance from one Step to the next Step shall be construed to be a waiver by the grievant and the Union of the formal grievance.

**Section 4.** In the event an employee and/or Union representative files a formal grievance, the parties agree to attempt to settle the grievance by the following steps:

- A. **Step 1:** The aggrieved employee and/or Union representative shall file the written grievance with NDWA's HR office within sixty (60) calendar days of the known occurrence of the event giving rise to the grievance.
1. A formal grievance shall identify the specific Article(s) of this Agreement or Policy alleged to have been violated, generally describe the action(s) that caused the violation, provide the date(s) or approximate date(s) of the incident(s) (if available), and specify the remedy being requested.
  2. A grievance shall not be deemed defective or dismissed solely due to the omission of related facts or violations that are later discovered. Through the Step 1 and Step 2 processes, each party may identify and incorporate additional relevant issues, facts, or contract provisions connected to the original grievance provided they arise from the same underlying event or pattern.
  3. NDWA designee from HR or Senior Management, with authority to resolve the grievance, will contact the Union representative within seven (7) work days of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location to discuss the grievance.
  4. A decision in writing will be provided to the Union and the employee involved within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.
  5. If NDWA fails to offer a meeting date or fails to provide a written response in the agreed upon timeframe, the grievance may be advanced to the second step at the Union's option, as set forth below.
- B. **Step 2:** If the Step 1 answer or decision of NDWA is unsatisfactory to the Union or is not received by the specified deadline, the Union may appeal the grievance to the NDWA designee from HR or Senior Management in writing within thirty (30) workdays after a decision has been rendered (or the deadline when a decision was due) at the first step.

1. The NDWA designee from HR or Senior Management, with authority to resolve the grievance, shall contact the Union representative within seven (7) workdays of receipt of the written appeal for the purpose of setting a mutually agreeable meeting date and location.
2. The NDWA designee from HR or Senior Management with authority to resolve the grievance will provide a decision in writing within fifteen (15) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.
3. If the grievance is not resolved at Step 2, the Union may proceed to Arbitration in accordance with Article 27.

**Section 5.** Formal grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a grievance, those employees of NDWA, including the aggrieved employee(s) and the employee representative(s) designated by the Union, shall suffer no loss in pay for the time consumed in, and necessarily consumed in traveling to and from, grievance meetings.

**Section 6.** It is the intent of this Grievance Process that grievances should be resolved at the lowest possible Step.

**Section 7.** NDWA will keep the Union fully informed, in writing, on a current basis of the designated NDWA representatives referenced above.

**Section 8.** Nothing in this Article shall preclude an employee from presenting issues in his/her own interest to representatives of NDWA, without intervention of the Union, and to have such issues resolved provided the resolution is not inconsistent with any provision of this Collective Bargaining Agreement and provided the Union has been given an opportunity to be present at such adjustment, if any.

# ARBITRATION

**Section 1.** If at any time a controversy should arise regarding the true intent and meaning of any provisions of this Agreement, including Memoranda of Agreement(s) or other Letter(s) of Understanding interpreting the Agreement in regard to the performance of an obligation hereunder, which the parties are unable to resolve by use of the grievance procedure, the matter may be submitted to arbitration as outlined in the provisions of this Article upon written request of either party to this Agreement.

**Section 2.** Grievances that are not satisfactorily settled in accordance with the grievance procedure outlined in Article 26, may be referred to arbitration by NDWA's or the Union's written notice to the other party within sixty (60) days following the conclusion of the formal grievance process. The time limits in this Article may be extended by the Parties' mutual agreement in writing.

**Section 3.** Within ninety (90) days of receiving an appeal to arbitration, NDWA and the Union shall select an arbitrator by rotating through the list of arbitrators set out in Section 5, below. This time limit may be extended by the Parties' mutual agreement in writing.

**Section 4.** If the arbitration hearing does not take place within one hundred eighty (180) days of the request for arbitration subject to the arbitrator's availability, NDWA's Step 2 answer will be considered final, unless the delay is attributed to NDWA, in which case the grievant's requested remedy will be granted in full.

**Section 5.** Panel. The parties will select a panel of at least four (4) qualified arbitrators to serve on a permanent panel to resolve grievances that are pursued to arbitration under this Article. To select this panel, each party shall initially be entitled to recommend up to two (2) arbitrators subject to objection by the other party. Once the initial panel has been created, each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. The parties will mutually agree upon an arbitrator to fill a vacancy resulting from the removal of an arbitrator from the list or the resignation of an arbitrator from the panel. If the parties cannot agree upon an arbitrator to fill the vacancy, either party shall have the option of using the procedures of the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS) to request a panel for selection of an arbitrator to hear a case when the vacant position would be next up in the rotation. The parties also can agree to a reduced number of arbitrators in the panel and continue the rotation with the remaining panel. For this Agreement, the panel will consist of:

- A. Susan Panapento
- B. Marlene Gold
- C. Randi Hammer Abramsky
- D. Margaret Brogan

**Section 6.** The decision of the arbitrator shall be final and binding on NDWA, the Union, and the bargaining unit employee(s) without either party waiving its right to a court review. The arbitrator shall have no authority to expand the grievance beyond the written submission presented by the parties for arbitration. The arbitrator shall only have the authority to determine whether a specific provision of this Agreement has been violated. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or imply things into the provisions of this Agreement, or impose upon any party hereto a limitation or obligation not provided for in this Agreement. In any award of back pay in a discharge case, the arbitrator may reduce such back pay by outside earnings and income from the

date of discharge, including but not limited to, unemployment insurance benefits and disability payments. This reduction shall not apply to outside earnings and income from employment for Employers other than NDWA that was obtained prior to discharge but shall apply to any increase in outside earnings and income received after discharge.

**Section 7.** The fees and expenses of the arbitrator, including interpreters and transcripts (if transcripts are agreed upon), shall be shared equally by NDWA and the Union.

**Section 8.** If the Union provides NDWA with a reasonable period of advance notice, NDWA shall allow reasonable time off with pay for the Grievant, Union witnesses, and/or Union representatives to prepare for arbitration and to participate in the arbitration hearing.

**Section 9.** The Arbitrator specifically shall have the right to determine whether a particular grievance is subject to the Grievance Procedure or within his/her jurisdiction to decide.

**Section 10.** Nothing in this Article prevents either party from submitting the matter to a mediator. In such case, the party requesting mediation should notify the other in writing. The non-requesting party shall respond either by agreeing to mediation or rejecting the request within seven (7) days, but a lack of response will be considered a rejection of the mediation request. If the parties agree to mediation, the time limits to request arbitration will be suspended. If the parties do not agree to mediation, the deadline for requesting arbitration shall not be extended. The parties will select mediators by striking from a panel provided through the Federal Mediation and Conciliation Service or by using another mutually agreed upon service or procedure. Upon agreement of the parties, the mediation conference will be scheduled within fifteen (15) days of the non-requesting party's consent to mediation. Such conference will be held on the earliest mutually available date offered by the chosen mediator. Either party may request the mediation be terminated and the grievance be scheduled for arbitration.

## RESTORATIVE PRINCIPLES IN THE WORKPLACE

**Section 1.** The parties to this Agreement agree that the Labor Management Committee will work collaboratively and to formalize a process to engage in internal community building to promote mutual trust and respect and to intentionally create a workplace culture that also embraces restorative justice values and practices as may be appropriate in the labor-management setting. The process will include identifying designated circle keepers and ongoing training to ensure circle keepers and staff are equipped with the skills to lead the process. Said process, once developed, may be referred to as the parties' "Restorative Justice Side Letter of Agreement".

**Section 2.** Anything said during the Restorative Justice Principles in the Workplace process are confidential and shall not be used by any party for any other purpose other than addressing the conflict and reaching an outcome pursuant to this Article.

**Section 3.** Nothing herein is intended to alter the date by which formal grievances pertaining to alleged collective bargaining agreement ("CBA") violations or arbitrable discipline and termination matters are to be submitted by either party under the existing grievance and arbitration provisions in Articles 26 and 27.

## LABOR-MANAGEMENT COMMITTEE, UNION REPRESENTATION & UNION COMMUNICATIONS

**Section 1.** NDWA and the Union recognize that it is in the best interests of the parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, NDWA, 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 Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

**Section 2. New Hire Orientations.** NDWA will notify the Union when new employees enter the Bargaining Unit. The Union will have the opportunity to discuss the Union's role and its benefits, answer questions and solicit new members for at least one (1) hour during paid time during the employees first year of employment, at a time to be scheduled by the Union.

**Section 3.** The Union will keep NDWA fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or other Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

**Section 4.** NDWA will keep the Union fully informed, in writing on a current basis, of all Management representatives who may be designated with the responsibility of representing the organization in the administration of this Agreement.

**Section 5. Union Representation in Disciplinary Meetings.** At any meeting between a representative of NDWA and an employee in which disciplinary action (including formal written warnings that are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, a Union representative will be present if the employee so requests. Time spent in such a meeting shall be considered work time. In no event shall NDWA select or appoint the Union representative to participate in such meetings.

**Section 6. Union Representation in Investigatory Meetings.** Employees shall have the right to request at least (1) Union representative present during all investigatory meetings at which the employee is present and the subject of an investigation that may lead to that employee's discipline. In no event shall NDWA select or appoint the Union representative to participate in such meetings. The Union representative(s) may be a Steward and/or a Representative of the CWA.

**Section 7. Time Off for Union Activities.** Union representatives may request a reasonable amount of time off without pay for Union activities, on an event-by-event basis. Such requests for time off must be submitted in writing to the Union representative's supervisor at least (2) two weeks in advance, whenever possible. NDWA will consider such requests individually based on work needs, scheduling, and other factors relating to the Organization's mission and operations, and will not deny such request arbitrarily.

**Section 8. Union Leave of Absence.** When an employee serving as a Union officer or designated representative of the Union requires time off from assigned NDWA duties to attend solely to Union matters for a longer period of time, they may be granted a leave of absence without pay upon the request of the CWA District 1 Office to NDWA's Senior Director of Human Resources (or their designee) in accordance with the provisions set forth below:

- A. A request for Union leave of absence under this Section may cover a period of no less than thirty-one (31) calendar days and no more than one (1) continuous year or three (3) years for an elected officer.
- B. Union leaves of absence will not be arbitrarily denied, and any such leave granted by NDWA will include the following conditions:
  - 1. During the absence, the employee shall retain eligibility, if any, according to term of service, for the Medical Plan, the Dental Plan, the Group Life Insurance Plan, and the Vision Plan, provided that:
    - a. The Employer shall pay the premiums for the Medical Plan, the Dental Plan, the Vision Plan, the Supplementary Group Life Insurance Plan, and the Dependent Group Life Insurance Plan; the Union will reimburse NDWA for those expenses, and
    - b. NDWA shall pay the premium for the Group Life Insurance Plan (Basic and Accidental Death or Dismemberment).
  - 2. The employee's period of Union leave of absence will not be deducted in computing their term of NDWA employment.

**Section 9.** A Labor-Management Committee (LMC) will be created for the purpose of discussing concerns of mutual interest to the parties. The LMC is intended as an ongoing communication forum and a safe space, operating by consensus, to help maintain constructive labor-management and employee relations and enhance effectiveness in working together. The LMC shall not have decision-making power, is not authorized to bargain collectively, and shall not have authority to amend or supplement this Agreement or any provision thereof. The LMC can address matters that are subject to the grievance and arbitration provisions of this Agreement but is not intended to substitute the formal grievance and arbitration process.

- A. The Committee shall consist of no more than four (4) representatives designated by NDWA and no more than four (4) representatives designated by the Union.
- B. In connection with attendance at the Labor Management Committee meetings, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from these meetings.
- C. The Committee will meet at least once (1) per quarter or as otherwise mutually agreed by the parties, for the purpose of discussing matters either party may wish to present.
- D. Discussions and decisions of the Committee shall not add to, subtract from, or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.
- E. At least once per year, NDWA's Executive Director and a CWA District 1 representative will be invited and will participate in an LMC meeting.

**Section 10. Union Communications.** The Union shall be permitted to share information to its members through NDWA's work email. Such material shall normally be restricted to 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;
- D. Other factual notices and announcements concerning official business of the Union.

**Section 11. Union Trainings or Meeting.** Subject to availability and upon reasonable advance notice and request from the Union, NDWA shall allow a reasonable period of time for bargaining unit employees to participate in Union meetings and/or trainings. Employees may be excused with pay for such purpose if and to the extent mutually agreed between the parties.

**Section 12. Pay Treatment.** Time spent by Union representatives who are employees of NDWA, in meetings with NDWA Management held during work hours for purposes of processing grievances or otherwise administering this Agreement, shall be considered work time.

## UNION SECURITY & DUES DEDUCTION

**Section 1.** Each employee employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

**Section 2.** Employees employed or entering into the bargaining unit after the effective date of this Agreement shall, on or before the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

**Section 3.** NDWA agrees to make collections of the standard Union dues and CWA COPE-PAC contributions 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 upon receipt of a voluntary written authorization form signed by the employee and delivered by the Union to NDWA and will continue in effect until canceled in accordance with the terms of the authorization.

**Section 4.** NDWA also agrees to electronically remit the amounts so deducted to the designated representative of the Union on a monthly basis, not later than the tenth (10<sup>th</sup>) of the month following the month in which the deductions were made, and to furnish the Union a list of employees in the bargaining unit, including their name, title, classification, date of birth, seniority date, rate of pay, home address, personal email address and phone, status (whether on a leave of absence or active), amount of dues deducted (if any), and a unique identifier, such as payroll number.

### **Section 5. Deduction Procedures.**

A. Deduction shall be made from the employee's salary or wages, sickness, or other benefit payments or paid time off payments as follows:

<u>EMPLOYEES PAID</u>	<u>DEDUCTIONS</u>
Bi-Weekly and/or Semi-Monthly	Installments in the first two (2) bi-weekly and each semi-monthly periods each month;

B. Deductions shall begin during the first (1st) payroll period in the month following receipt of a newly executed membership authorization card by NDWA payroll office, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:

1. Those required by law, and
2. Those authorized in this Agreement for Health and Welfare Premiums, if applicable.

C. If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.

D. "Payroll Deduction Authorizations" shall be suspended when an employee:

1. Is transferred to a job that is not represented by the CWA,
2. Goes on a Leave of Absence of more than one (1) month, or
3. Is removed from the payroll of NDWA.

E. "Payroll Deduction Authorizations" suspended in accordance with the above provisions shall be reactivated on the first (1st) payroll period following the return of an employee to a job that is represented by the Union.

**Section 6.** NDWA shall bear the full cost of processing authorized payroll deduction of dues and CWA COPE-PAC contributions as set forth in this Article, except that the Union agrees to supply dues and CWA COPE-PAC deduction authorization cards in a form approved by NDWA and the Union. NDWA shall accept authorization forms submitted electronically with digital signatures.

**Section 7.** Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of Section 1 or 2 of this Article, as applicable, said employee shall be terminated within thirty (30) calendar days after receipt of notification unless the employee has complied with the conditions of this Article, and the Union so attests prior to the end of the thirty (30) day period. The Union shall indemnify, save, and hold harmless NDWA against any form of loss or liability arising out of any action taken or omitted by or at the request of the Union under this Article.

**Section 8.** The foregoing shall be interpreted and applied in accordance with, and shall be subject to any prohibitions or restrictions contained in, applicable federal law and the laws of the jurisdictions covered by this agreement.

## NO STRIKE/NO LOCKOUT

**Section 1.** NDWA agrees that during the term of this Agreement, it will not lock out employees covered by this contract.

**Section 2.** During the life of this Agreement, the Union and the employees covered under this Agreement shall not cause, call, or sanction strikes of any kind, including sympathy strikes, boycotts, work stoppages, or slowdowns which interfere with the operations of NDWA.

**Section 3.** In the event any violation of the previous Section occurs, which is unauthorized by the Union, NDWA agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly advises the members of the Bargaining Unit that such action is unauthorized and that the involved members should return to work or cease such action.

## SEVERABILITY

It is understood that the provisions of this Agreement are subject to all applicable laws now and hereafter in effect, and to the lawful rulings, regulations, and orders of agencies or courts having jurisdictions. If any terms or provisions of this Agreement are held by a court or administrative agency to be in conflict with any federal, state, or local laws or regulations, such terms or provisions shall continue in effect only to the extent permitted by such laws or regulations, without affecting or impairing any other term or provision of this Agreement. In the event of such a holding, NDWA and the Union shall enter into immediate negotiations regarding a mutually satisfactory replacement provision, with all other terms of this Agreement continuing in full force and effect. Should the contravention require immediate action on the part of the NDWA as an Employer, NDWA will implement the required change to be within compliance and notify the Union accordingly. The outcome of negotiations under this Article will be implemented as agreed upon by the parties.

## SUCCESSORSHIP

**Section 1.** This Agreement shall be binding upon the parties, their successors, and assigns.

**Section 2.** In the event NDWA is to be sold, transferred, or assigned, NDWA will notify the Union at least thirty (30) calendar days prior to the close of such proposed transaction and, during such thirty (30) calendar-day period, will meet with the Union upon request to engage in bargaining regarding the impact of the transaction on bargaining unit members.

**Section 3.** NDWA will give notice to the purchaser or transferee of the existence of, and operations covered by, this Agreement.

**ENTIRE AGREEMENT**

**Section 1.** The parties acknowledge that this Agreement is the product of extensive and comprehensive negotiations which touched upon all matters of interest to each of them. Both parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter which would constitute a mandatory subject of bargaining.

**Section 2.** In view of that history of bargaining the parties agree that this Agreement concludes all collective bargaining between them for the term of the Agreement; that all the understandings and agreements arrived at by the parties are set forth herein; that prior written practices and policies of management provided to the Union before the conclusion of collective bargaining and not incorporated into this Agreement may be continued by management; and that this Agreement constitutes the sole, entire and existing agreement between them.

**Section 3.** Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement. Notwithstanding the foregoing, amendments to this Agreement mutually agreed upon by both parties may be made at any time, provided such amendments are reduced to writing and signed by the parties' authorized representatives, and any subject or matter may be raised and bargained if both parties mutually agree to enter into such bargaining. Further, it is understood that this Section 3 does not waive, modify or limit any other provisions of this Agreement that expressly require negotiations or discussion to take place between the parties during the term of this Agreement. Before any changes are adopted in final form to any employee manual or policy regarding any mandatory subject of bargaining not currently covered by this Agreement and intended to apply to in-unit staff, NDWA shall negotiate with the Union.

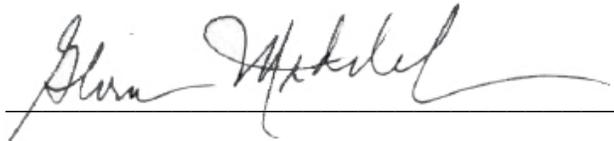
## EFFECTIVE DATES & DURATIONS

This agreement shall be in full force and effect for the period commencing July 1, 2025, and ending June 30, 2028. The Union and NDWA agree to jointly enter into discussions relative to a renewal of this agreement no later than the ninetieth (90th) day immediately preceding the termination date of this agreement. This Agreement will continue in full force and effect while the parties engage in collective bargaining agreement.

IN WITNESS WHEREOF, the Union and NDWA have executed this Agreement this December 7, 2025.

### Communications Workers of America

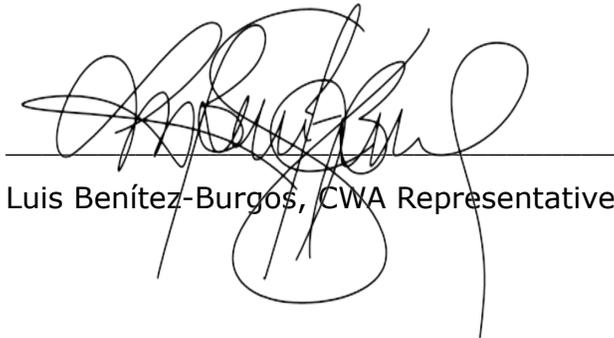
### National Domestic Workers Alliance



Gloria Middleton, President, CWA 1180

Jennifer Stowe  
box SIGN 4P87XRRY-4W93YRLP

Jenn Stowe, Executive Director



Luis Benítez-Burgos, CWA Representative

**REGARDING NEUTRALITY & VOLUNTARY RECOGNITION**

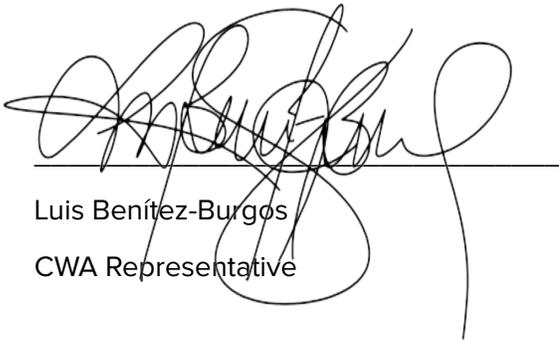
National Domestic Workers Alliance (“NDWA”) and Communications Workers of America on behalf of itself and its Local 1180 (“Union”) hereby agree as follows:

- A. The undertakings set forth in this Letter of Agreement (“LOA”) will apply in the event the Union, after the Effective Date of this LOA and continuing during the term of this LOA, seeks to become the exclusive bargaining representative of any employees of any other organization that, while the LOA remains in effect, is acquired or established by and is controlled by NDWA. For avoidance of doubt, Fair Care Labs LLC (d/b/a NDWA Labs LLC) is not an organization “controlled by NDWA” within the meaning of the foregoing sentence.
- B. Upon request for recognition by the Union to an organization described in Section A, above (“Organization”), such Organization and the Union will follow the voluntary recognition process set forth below:
  1. Neutrality. The Organization will observe a posture of neutrality concerning union organizing by employees of the Organization. In particular:
    - a. The Organization shall remain neutral and will neither assist nor hinder its employees’ union organizing efforts.
    - b. The Organization’s and NDWA’s management shall not, within the course and scope of their employment, express any opinion for or against union representation of or collective bargaining by Organization employees, or for or against a union that is organizing among Organization employees, or for or against any officer, member or representative of that union in the person’s union capacity.
    - c. The Organization’s and NDWA’s management shall not make any statements or predictions regarding the potential effects or results of union representation on the Organization or on any Organization employee or group of Organization employees.
  2. Voluntary Recognition Procedure.
    - a. The Organization and the Union will meet and confer in good faith in an attempt to agree on the appropriate Bargaining Unit. In the event the parties are unable to agree within a reasonable time, but not to exceed forty-five (45) days, the issue of the description of such Bargaining Unit shall be submitted to arbitration before a mutually agreed arbitrator or an arbitrator selected through the Federal Mediation and Conciliation Service (FMCS). The arbitration shall be confined solely to the determination of the appropriate unit for bargaining, and the arbitrator shall be guided in such deliberation by the statutory requirements of the National Labor Relations Act and the precedential decisions of the National Labor Relations Board and Appellate reviews.
    - b. The Organization will furnish to the Union a list of employees in the above determined Bargaining Unit. The list of employees will include the work location, job title, home address, personal email, and personal phone number.
    - c. The Union shall submit to an agreed upon Neutral, proof of majority status of fifty percent plus one (50%+1) for voluntary recognition of signed and dated cards using the language set forth in Attachment 1.

- d. The Organization will have two (2) business days to provide both CWA and the agreed upon Neutral a list of the current employees who fall within the scope of the Bargaining Unit.
  - e. The determination whether a majority of employees in the agreed upon Bargaining Unit have designated the Union as exclusive collective bargaining representative will be based on review of the signed and dated authorization cards from the list.
  - f. Upon review of the cards submitted, the Neutral will promptly issue a letter either (1) certifying that a majority of the employees designated the Union as their bargaining agent (“Certification”), or (2) stating a finding that a majority of the employees did not designate the Union as the bargaining agent.
3. Recognition: By and upon the issuance of Certification, the Organization will recognize the Union as the exclusive collective bargaining agent for its employees in the Bargaining Unit.
4. Respect for Employees’ Rights: The parties are committed to respecting and protecting employees’ freedom of choice with respect to the question of collective bargaining representation. Neither party to this Agreement will discriminate or take adverse action against any employee based on his/her/their supporting or refraining from supporting representation by the Union.
- C. This Letter of Agreement takes effect on the date fully executed by both NDWA and the Union (“Effective Date”) and will remain in effect until its expiration on June 30, 2028.

IN WITNESS WHEREOF, the Union and NDWA have executed this Agreement this December 7, 2025.

**Communications Workers of America**



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Luis Benítez-Burgos  
CWA Representative

**National Domestic Workers Alliance**

  
**box** SIGN 4P87XRRY-4W93YRLP

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Jenn Stowe  
Executive Director

# LETTER OF AGREEMENT REGARDING VOLUNTARY RECOGNITION

## UNION REPRESENTATION AUTHORIZATION

Communications Workers of America, AFL-CIO

I hereby join with my fellow workers in organizing a Union to better our conditions of life and secure economic justice. I have voluntarily accepted membership in the Communications Workers of America (CWA), AFL-CIO, and expressly declare that this union shall be my exclusive representative in collective bargaining over wages, hours, and all other terms and conditions of employment.

I understand that if the CWA presents cards for recognition signed by at least 50% plus one of the employees eligible to be in the bargaining unit, my Employer (named below) will voluntarily recognize CWA as the bargaining representative of employees in the appropriate bargaining unit without a representation election being conducted by the National Labor Relations Board and that my Employer would bargain with CWA concerning the terms and conditions of my employment.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

DATE: \_\_\_\_\_ EMPLOYER: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

TITLE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

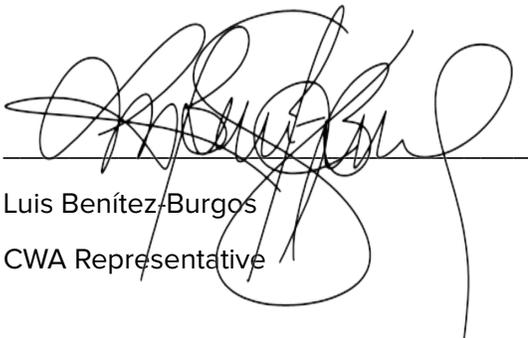
# NEUTRALITY

Consistent with its longstanding commitment to supporting the labor movement, advancing workers' rights, and respecting the freedom of employees to organize, National Domestic Workers Alliance ("NDWA") agrees with Communications Workers of America on behalf of itself and its Local 1180 ("Union") as follows:

- A. If and when NDWA enters into a fiscal sponsorship agreement (FSA) with an organization not previously hosted by NDWA, NDWA will include in its FSA with that fiscally sponsored organization ("FSO") a requirement that the FSO observe a posture of neutrality concerning union organizing by employees of the FSO.
- B. In particular, the FSA will make it clear that the requirement of "neutrality" includes the following obligations:
  - 1. The FSO shall remain neutral and will neither assist nor hinder its employees' union organizing efforts.
  - 2. The FSO's and NDWA's management shall not, within the course and scope of their employment, express any opinion for or against union representation of or collective bargaining by FSO employees, or for or against a union that is organizing among FSO employees, or for or against any officer, member or representative of that union in the person's union capacity.
  - 3. The FSO's and NDWA's management shall not make any statements or predictions regarding the potential effects or results of union representation on the FSO or on any FSO employee or group of FSO employees.
- C. This Letter of Agreement takes effect on the date fully executed by both NDWA and the Union and will remain in effect until June 30, 2028.

IN WITNESS WHEREOF, the Union and NDWA have executed this agreement this December 7, 2025.

**Communications Workers of America**



Luis Benítez-Burgos  
CWA Representative

**National Domestic Workers Alliance**



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Jenn Stowe  
Executive Director

## SUPERVISORS & MANAGERS INCLUSION IN THE BARGAINING UNIT

The National Domestic Workers Alliance (“NDWA” or “Employer”) and Communications Workers of America on behalf of itself and its Local 1180 (“Union”) (“CWA” or “Union”) (collectively, “parties”) enter into this Memorandum of Understanding (“MOU”) to address certain contingencies and conditions that the parties left unresolved at the point when they agreed on a process for voluntary recognition.

**Section 1.** The parties’ Voluntary Recognition Process Agreement, executed on October 1, 2020, provided that certain named, asterisked NDWA supervisor and manager positions who were not then classified as Senior Management “may be included in the Bargaining Unit subject to provisions and accommodations, acceptable to NDWA, that are intended (1) to enable such staff to continue serving in responsible supervisory and/or managerial roles while avoiding conflicting interests arising from their inclusion in the same Bargaining Unit as employees they may supervise; and (2) to enable the Employer to maintain confidentiality with respect to conversations, deliberations and information relating to the supervisory and/or managerial functions such individuals may perform.”

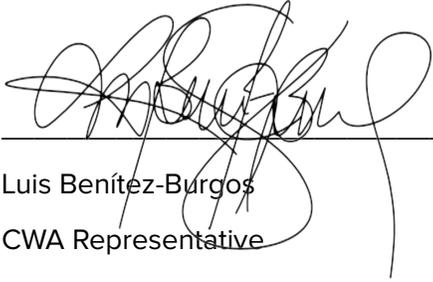
**Section 2.** The parties have now reached agreement on the following initial provisions and accommodations, acceptable to NDWA, to enable the inclusion of those asterisked NDWA supervisors and managers in the CWA-represented Bargaining Unit at this time:

- A. If there is a disagreement between an in-Unit supervisor and an in-Unit employee over work related matters, CWA agrees not to intervene or mediate the dispute and to advise both parties to speak with NDWA Human Resources.
- B. When there is any investigation conducted into an in-Unit supervisor’s conduct, and that investigation involves interviewing other Bargaining Unit members, CWA will maintain a “firewall” that includes assigning different Union representatives to represent any in-Unit employees and any in-Unit supervisor(s) in the investigation, if CWA’s presence or other representation is requested.
- C. CWA will be mindful of the inherent power dynamics between supervisors and employees and will not allow in-Unit supervisors to intimidate or otherwise pressure an in-Unit employee regarding their rights as employees under the NLRA, including participating or refraining from participating in union or concerted activity.
- D. CWA understands that in-Unit supervisors remain accountable to NDWA for performance of their supervisory responsibilities, including but not limited to conducting employee performance reviews and performance improvement plans when needed and maintaining the confidentiality of conversations, deliberations and information relating to their supervisory and/or managerial functions. Failure to perform their supervisory responsibilities will be addressed as a performance issue via normal performance management processes as defined in Article 25, Performance Evaluations and Discipline.
- E. In the event NDWA believes a conflict of interest has arisen, CWA will meet promptly with NDWA to reach a mutual agreement on addressing and resolving the problem.

**Section 3.** All in-unit supervisors are required to attend an annual training on in-unit supervisor roles and responsibilities to be held by NDWA.

IN WITNESS WHEREOF, the Union and NDWA have executed this agreement this December 7, 2025.

**Communications Workers of America**



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Luis Benítez-Burgos  
CWA Representative

**National Domestic Workers Alliance**



Jennifer Stowe

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Jenn Stowe  
Executive Director

## 2020 VOLUNTARY RECOGNITION AGREEMENT

This Agreement is entered into between the National Domestic Workers Alliance (“NDWA” or “Employer”) and CWA Local 1180 (“Union”) this 30th day of September, 2020.

WHEREAS the Union has formally requested that the Employer recognize the Union as the collective bargaining representative of a group of the Employer’s employees;

WHEREAS, the parties have reached agreement on an appropriate bargaining unit and on the process for determining and certifying whether a majority of employees in that bargaining unit have freely chosen the Union as their collective bargaining representative, as set forth herein;

THEREFORE, the parties agree as follows:

1. The agreed upon Bargaining Unit shall consist of NDWA’s full-time and regular part-time employees, but excluding interns; temporary employees (engaged for a period of no more than 12 months); confidential employees; and all staff in positions classified by NDWA as Senior Management.<sup>1</sup> The parties agree that the attached Exhibit A lists those individuals (with their positions) who fall within the above-defined Bargaining Unit, and Exhibit B lists those individuals (with their positions) who are excluded “Senior Management” or confidential employees as of September 30, 2020.<sup>2</sup>
2. The determination whether a majority of employees in the agreed upon Bargaining Unit have designated the Union as exclusive collective bargaining representative will be based on review, by an agreed upon Neutral, of signed and dated authorization cards from employees listed on Exhibit A.
  - a. The Union will present such authorization cards to the Neutral through a mutually agreed mechanism, at a mutually agreed date and time, for the Neutral’s review and determination whether, as of that review date, a majority of the employees listed in Exhibit A designated the Union as their bargaining agent.
  - b. Upon review of the cards submitted, the Neutral will promptly issue a letter either (1) certifying that a majority of the employees listed in Exhibit A designated the Union as their bargaining agent (“Certification”), or (2) stating a finding that a majority of the employees listed in Exhibit A did not designate the Union as their bargaining agent.

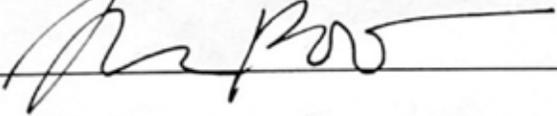
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<sup>1</sup>“Senior Management” consists of NDWA staff in the following bands: “Executive Director,” “Executive Team,” “Senior Directors,” and “Department Directors.” Attached Exhibit B lists those individuals (and their positions) currently classified as “Senior Management.”

<sup>2</sup>NDWA agrees that those NDWA supervisors and managers designated with an asterisk on Exhibit A, who are not “Senior Management” as defined above, may be included in the Bargaining Unit subject to provisions and accommodations, acceptable to NDWA, that are intended (1) to enable such staff to continue serving in responsible supervisory and/or managerial roles while avoiding conflicting interests arising from their inclusion in the same Bargaining Unit as employees they may supervise; and (2) to enable the Employer to maintain confidentiality with respect to conversations, deliberations and information relating to the supervisory and/or managerial functions such individuals may perform.

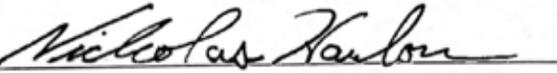
3. By and upon the issuance of Certification, the Employer shall recognize the Union as the collective bargaining agent for its employees in the Bargaining Unit for purposes of negotiating and executing a collective bargaining agreement covering wages, hours and working conditions as defined by the ational Labor Relations Act, and the parties shall promptly commence good faith negotiations for an initial collective bargai\_ning agreement.
4. The parties are committed to respecting and protecting employees' freedom of choice with respect to the question of collective bargaining representation. Neither party to this Agreement will discriminate or take adverse action against any employee based on h.is/her/their supporting or refraining from supporting representation by the Union.

**National Domestic Workers Alliance**

By: 

Dated: 9/30/20

**CWA Local 1180**

By: 

Dated: 9/30/2020

**Exhibit A**  
**Employees within NDWA Bargaining Unit as of September 30, 2020**

1. Enforcement Program Manager
2. Georgia Program Manager
3. Policy Manager
4. Campaign Organizer
5. Virginia State Director\*
6. New York Chapter Co-Director\*
7. Washington, DC Lead Organizer
8. Digital Content Organizer
9. Data Director\*
10. Member Engagement Systems Manager
11. Georgia Field Organizer/Administrator
12. Nevada State Director\*
13. National Organizer
14. Portable Benefits Organizer
15. Communications Manager
16. Staff Accountant
17. North Carolina Organizing Director\*
18. Families Belong Together Organizer
19. Communications Director for Civic Engagement\*
20. Assistant to Events Director
21. New York Organizer
22. Senior Advisor
23. Digital Advertising Specialist
24. Events Director\*
25. Organizing Director\*
26. North Carolina Lead Organizer
27. Videographer
28. Families Belong Together Operations Manager
29. Georgia Organizing Director\*
30. WeDIB Basebuilding Organizer
31. Software Engineer
32. Press Strategist, Local and State Media
33. Donor Relations Manager
34. Digital Content Organizer
35. Dorothy Bolden Fellow
36. Field Coordinator\*
37. Digital Design Manager
38. Executive Assistant
39. Families Belong Together Lead Cultural Organizer
40. Staff Accountant
41. Houston Lead Organizer
42. Receptionist
43. National Organizer
44. South Carolina State Coordinator\*
45. Design Director\*
46. Organizing Director
47. New York Chapter Co-Director\*
48. Virginia Program Manager
49. Digital Organizer
50. Law & Public Service Venture Fellow
51. Arizona State Director\*
52. North Carolina State Director\*
53. Pennsylvania Director\*
54. Media Relations Director\*
55. Operations Associate
56. Events Associate
57. Atlanta Organizer
58. Policy and Social Innovations Fellow
59. Development Manager\*
60. Georgia State Director\*
61. Development Associate
62. Senior Employment Law Counsel & State Policy Director
63. Development Manager
64. Dorothy Bolden Fellow
65. Development Writer
66. NC Triangle Field Organizer
67. IT Manager
68. Gig Economy Organizer
69. Families Belong Together Assistant to the Co-Directors
70. Product Lead, La Alianza\*
71. Digital Campaigner
72. Home Care Workers National Field Organizer
73. California Organizer
74. Charlotte Field Organizer
75. Member Engagement Digital Campaigner
76. Culture Change Manager
77. Social Media Director
78. North Carolina Program Manager
79. Nevada Program Manager
80. Arizona Program Manager
81. North Carolina Program Manager
82. Data Coordinator
83. Michigan State Director
84. Operations Coordinator

NOTE: Names marked with an asterisk (\*) are those of supervisor and/or managers who are not currently "Senior Management" and are included in the proposed Bargaining Unit conditionally as described in footnote 2 of this Agreement.

## Exhibit B

### Employees Excluded as “Senior Management” and Confidential Employees as of September 30, 2020

#### I. Senior Management

##### Executive Director

Executive Director

##### Executive Team

Deputy Director Deputy Director

Director of Strategy & Partnerships

Executive Director, Care in Action & Director of Civic Engagement

Executive Director, NDWA Labs & Director of Social Innovation

General Counsel

##### Senior Directors

Senior Field Director

Senior Policy Director

Deputy Director of Care in Action & Deputy Director of Civic Engagement

Senior Communications Director

Senior Development Director

##### Department Directors

Campaigns Director

Families Belong Together Director

Deputy Development Director

Director of Organizing Projects

Director of Affiliate Engagement

Director of Member Engagement

Director of Black Organizing

Director of Operations, Civic Engagement

Managing Director, Care in Action

Digital Director

Cultural Change Director

Operations Director

Technology Director

Controller

#### II. Confidential Employees Positions

Human Resources Coordinator

Human Resources Generalist

Assistant Counsel

Special Assistant to the Deputy Directors

Special Advisor to the Executive Director

Special Advisor to the Social Innovations Director

Special Assistant to the Executive Director of Care in Action

Special Assistant to the Senior Field Director

Payroll Specialist



**CWA1180.ORG**

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