

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**NATIONAL  
DOMESTIC  
WORKERS  
ALLIANCE**

**and**



**COMMUNICATIONS WORKERS OF AMERICA**

2022 - 2025

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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.

## **ARTICLE 1**

### **RECOGNITION AND 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.

## **ARTICLE 2**

### **NEW JOB TITLE AND JOB CLASSIFICATIONS**

Section 1. NDWA shall notify the Union in writing of any newly created bargaining unit classifications or titles, the duties established therefor, 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.

## **ARTICLE 3**

### **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 thorough the grievance and arbitration process.

Section 4. An employee shall be classified as "non-exempt" and 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 categories: "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 the NDWA fails to advise probationers of known performance deficiencies within the first 60 days of employment or thereafter when known, the probationary period will be extended by 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.

## **ARTICLE 4**

### **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 to 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 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 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.

## ARTICLE 5

### 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 law.

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. Gender identity refers to a person's innate, deeply felt psychological identification as male, female, or some other gender which may or may not correspond to the person's designated sex at birth (meaning the sex originally listed on an individual's birth certificate).
- B. Gender expression refers to all of the external characteristics and behaviors that are socially defined as either masculine or feminine, such as dress, grooming and mannerisms.

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. **Americans with Disabilities Act.** This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, 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.

## **ARTICLE 6**

### **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, 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. NDWA will make good faith efforts to provide employment verification information if requested by a bargaining unit employee related to that employee's need to seek or renew a work authorization and/or other related immigration status issues for non-NDWA sponsored work authorizations. To the extent the Union has any concerns regarding such efforts, they will be raised exclusively through the labor management committee.

## **ARTICLE 7**

### **HIRING AND 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.

- 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. 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

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. Anytime 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 (10<sup>th</sup>) 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.

## **ARTICLE 8**

### **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 a current written job description, NDWA shall inform the Union about said change. 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 4. 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 expanded, 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 5. The job description will be reviewed and updated at the end of the employee's probationary period and annually during the employee's annual performance review process. Any potential change or modification shall comply with the provisions of this Article.

Section 6. 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 this Agreement.

## **ARTICLE 9**

### **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, such as Caring Across Generations, as either a bargaining unit or non-bargaining unit employee.

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 including 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 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.

## **ARTICLE 10**

### **HEALTH AND 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.

## **ARTICLE 11**

### **TRAININGS AND 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 skill based, job-related, 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.

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. In addition, within ten (10) days of an employee's start date, CWA will have the ability to meet with new employees for up to one (1) hour on paid work time in order to orient them to the Union and this Agreement.

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.

## **ARTICLE 12**

### **HOURS OF WORK AND 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 30 minutes. Normally, an employee's workday shall be scheduled between 7a.m. and 8:30p.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 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 48 hours in advance of the need to work outside of the employee's normal hours, when possible. In the event of a 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.

## **ARTICLE 13**

### **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.

## ARTICLE 14

### COMPENSATORY TIME OFF AND OVERTIME

Section 1. NDWA provides Compensatory Time Off ("Comp Time") to allow bargaining unit employees time to rest and recharge in accordance with the provisions of this Article. Only exempt employees are eligible for Comp Time.

Section 2. When an employee engages in at least four (4) continuous hours of approved travel, attendance at meetings, or other work assigned by their supervisor above a 40-hour workweek based on actual hours worked and not a routine part of the employee's usual job responsibilities, the employee is eligible for

- A. One (1) hour off for each hour worked between four (4) to eight (8) continuous hours that is eligible for Comp Time, and
- B. One (1) full workday off for each day worked of eight (8) or more continuous hours that is eligible for Comp Time.

Section 3. **Approval of Comp Time Eligible Work.** Comp Time eligible work must be approved in advance by the employee's supervisor in writing. The employee's supervisor must alert the employee in writing before the work is performed when the supervisor believes the work and/or travel required by the employee is eligible for Comp Time.

Section 4. **Approval of Use of Comp Time.** Comp Time must be used by the employee within 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 5. Due to the exceptionally long hours required of employees participating in NDWA's biennial assembly, or any similar event, NDWA will continue to provide two (2) off days to all participating employees during the week following assembly. For all other major surges in workload, such as following an election, NDWA will designate an appropriate recovery period.

Section 6. There will be no cash payment by NDWA in lieu of Comp Time at any time, including at the end of employment.

Section 7. 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 8. **Overtime Pay for Non-Exempt Employees.**

- A. Unless the Fair Labor Standards Act and/or relevant state and local law 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 workweek. Paid holidays, vacation days, and sick days shall not be considered hours worked for purposes of computing workweek.
- 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 9. **Exchange Time.** Exchange time allows an employee to request time off during a scheduled workday to be made up within the workweek (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. Exchange time can be used in lieu of compensatory time accrual or overtime pay, subject to the applicable local, state or federal regulations. The employee that makes such a request, will designate the time within the same workweek when time will be replaced or covered.

## **ARTICLE 15**

### **INCLEMENT WEATHER AND OTHER EMERGENCIES**

Section 1. When inclement weather causes hazardous conditions, employees should consider personal safety first when evaluating their ability to report to a work location. Employees should contact their supervisor if reporting to a work location 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 to report to work or to work remotely, employees' wages for any scheduled shifts will continue to be paid until the issue is resolved. The parties will work collaboratively in addressing those issues and ensuring employees are properly supported during such emergencies.

Section 3. Employees will not be subject to discipline for tardiness and absences caused by any event as described in this Article.

## **ARTICLE 16**

### **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. Memorial Day – Last Monday in May
- C. Juneteenth
- D. July 4<sup>th</sup>
- E. 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.
- F. Labor Day – First Monday of September
- G. Indigenous Peoples' Day – Second Monday of October
- H. Thanksgiving – Fourth Thursday in November
- I. The Day After Thanksgiving – the Friday after the 4th Thursday in November
- J. 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.
- K. Employee's birthday. If an employee's birthday falls on a Holiday, the employee may take off the day before or day after the Holiday.
- L. Two days of spiritual significance.

Section 3. 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 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.

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 next 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, they 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. 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.

## **ARTICLE 17**

### **SICK, CAREGIVER AND 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; discrimination in employment, housing, or consumer credit;

- D. file a domestic incident report with law enforcement or meet with a district attorney's office; 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 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

Section 5. 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 6. Employees will be permitted to use sick and safe leave in one (1) hour increments for emergencies.

Section 7. Employees can carry over up to six (6) days of unused sick and safe leave to the next year.

## **ARTICLE 18**

### **VACATIONS**

Section 1. All full-time bargaining unit employees will also 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 180 hours of vacation time. Once an employee accrues 180 hours of vacation time, no more vacation time hours may be accrued until vacation time is used. Employees who have accrued more than 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 and 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 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 t 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 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, 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 time 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 a written confirmation of approval before taking time off.

## ARTICLE 19

### 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 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 workweeks. If an employee is determined to have increased their 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 a State or Local law, regulation or ordinance, that provides a similar benefit, the employee must apply for the 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 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. **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 7. **Organ and bone marrow donor leave** – Employees donating an organ to another person will be granted a paid leave of up to thirty (30) workdays in anyone (1) year period. Employees donating bone marrow to another person will be granted a 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 of 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 8. **Personal leave** – Unpaid personal leave of up to one month (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 9. **Sabbatical Leave** – Employees with five (5) years or more of service, who work an average of 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 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 3 months in

advance prior to the proposed leave date and a proposal for work coverage during that time. At least 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 the 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 10. 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 11. 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 12. Domestic Violence Leave**

- A. If an employee exhausts their sick and safe leave, employees that have been the victim of domestic violence to 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 13. **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 13. **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) work day. Employees who wish to serve as poll workers for longer than one (1) work day will need to use PTO for the additional days.

Section 14. **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 are also 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 15. **Lactation Period** – NDWA will provide employees a reasonable amount of break time for lactation needs. The break time should run concurrently, if possible, with any paid break time already provided. NDWA will provide a private area for employees expressing milk upon request to the extent the employee's normal work area is not sufficiently private.

Section 16. 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.

## **ARTICLE 20**

### **HEALTH, WELFARE AND 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 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 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 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 you incur from licensed Mental Health Professionals, Chiropractors, Naturopaths, Acupuncturists, Homeopaths and any licensed healthcare provider that is not in our 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. 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

Section 8. NDWA will continue to provide Long Term Disability (LTD), Life Insurance (LI) and Accidental, Death and Dismemberment Insurance (AD&D), during the life of this agreement, in the same terms and conditions as provided before the execution of this agreement.

Section 9. Retirement Savings Plan.

- A. All bargaining unit employees will be eligible to participate in the CWA Savings and Retirement Trust (CWA SRT).
- B. New 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 amounts provided by federal law and regulations and will be able to select between a Pre-Tax or After-Tax (ROTH) contributions.
- D. NDWA will also make an employer nonelective contributions 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 1000 hours in a 12-month period or 500 hours in each of three consecutive 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 90-days of employment.

Section 10. 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 11. 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 the employees remain the same.

Section 12. 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 before doing so notify the Union 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 which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without its consent.

## **ARTICLE 21**

### **VACATION AND 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 and the twenty-six (26) weeks of STD described in Article 20, Health, Welfare and Retirement Benefits. Employees may donate their accrued and unused sick and safe leave or vacation time, as described below.

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 have 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 any other leave request under this bank employees may use up to a maximum of one hundred and 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 request 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 which will revert back to the bank.

## ARTICLE 22

### WAGES AND 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, 2023 – 3%
2. Effective July 1, 2024 – 3%

#### B. Starting Rates.

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 also include volunteer work membership, internships, or fellowship in NDWA. Volunteer work will be credited as long as the employee has worked an average of 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) steps increase.
- (b) More than three (3) years additional experience, but less than six (6) – two (2) steps increase.
- (c) More than six (6) years of additional experience, three (3) steps.
- (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. 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 that is 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. 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. 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.
- F. 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.
- G. 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.
- H. 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.

#### I. 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 who collaborate to ensure that the organizational needs are met and are delegated direct responsibilities.

Step	March 1, 2022	July 1, 2023	July 1, 2024
Entry Level	\$60,000	\$61,800	\$63,654
1 Year	\$60,900	\$62,727	\$64,609
2 Year	\$61,814	\$63,668	\$65,578
3 Year	\$62,741	\$64,623	\$66,562
4 Year	\$63,682	\$65,592	\$67,560
5 Year	\$64,637	\$66,576	\$68,573
6 Year	\$65,607	\$67,575	\$69,602
7 Year	\$66,591	\$68,589	\$70,646
8 Year	\$67,590	\$69,618	\$71,706

**Executive Assistant:** are 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	March 1, 2022	July 1, 2023	July 1, 2024
Entry Level	\$62,000	\$63,860	\$65,776
1 Year	\$62,930	\$64,818	\$66,762
2 Year	\$63,874	\$65,790	\$67,764
3 Year	\$64,832	\$66,777	\$68,780
4 Year	\$65,805	\$67,779	\$69,813
5 Year	\$66,792	\$68,796	\$70,860
6 Year	\$67,793	\$69,827	\$71,922
7 Year	\$68,810	\$70,874	\$73,001
8 Year	\$69,843	\$71,938	\$74,096

**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	March 1, 2022	July 1, 2023	July 1, 2024
Entry Level	\$69,000	\$71,070	\$73,202
1 Year	\$70,035	\$72,136	\$74,300
2 Year	\$71,086	\$73,218	\$75,415
3 Year	\$72,152	\$74,316	\$76,546
4 Year	\$73,234	\$75,431	\$77,694
5 Year	\$74,333	\$76,563	\$78,859
6 Year	\$75,448	\$77,711	\$80,042
7 Year	\$76,579	\$78,877	\$81,243
8 Year	\$77,728	\$80,060	\$82,462

**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	March 1, 2022	July 1, 2023	July 1, 2024
Entry Level	\$69,000	\$71,070	\$73,202
1 Year	\$70,035	\$72,136	\$74,300
2 Year	\$71,086	\$73,218	\$75,415
3 Year	\$72,152	\$74,316	\$76,546
4 Year	\$73,234	\$75,431	\$77,694
5 Year	\$74,333	\$76,563	\$78,859
6 Year	\$75,448	\$77,711	\$80,042
7 Year	\$76,579	\$78,877	\$81,243
8 Year	\$77,728	\$80,060	\$82,462

**Specialist 1:** Provides specialized tasks that require 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. The actions or tasks they work on are assigned by a team and/or manager/director.

Step	March 1, 2022	July 1, 2023	July 1, 2024
Entry Level	\$70,000	\$72,100	\$74,263
1 Year	\$71,050	\$73,182	\$75,377
2 Year	\$72,116	\$74,279	\$76,508
3 Year	\$73,197	\$75,393	\$77,655
4 Year	\$74,295	\$76,524	\$78,820
5 Year	\$75,410	\$77,672	\$80,002
6 Year	\$76,541	\$78,837	\$81,202
7 Year	\$77,689	\$80,020	\$82,420
8 Year	\$78,854	\$81,220	\$83,657

**Specialist 2:** Performs work that requires 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 the 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, they hold a higher level of responsibility in their department. They may supervise permanent and/or temporary staff.

Step	March 1, 2022	July 1, 2023	July 1, 2024
Entry Level	\$80,000	\$82,400	\$84,872
1 Year	\$81,200	\$83,636	\$86,145
2 Year	\$82,418	\$84,891	\$87,437
3 Year	\$83,654	\$86,164	\$88,749
4 Year	\$84,909	\$87,456	\$90,080
5 Year	\$86,183	\$88,768	\$91,431
6 Year	\$87,475	\$90,100	\$92,803
7 Year	\$88,788	\$91,451	\$94,195
8 Year	\$90,119	\$92,823	\$95,608

**Program/Project Manager:** Performs management work to ensure execution of project plans, including managing the day-to-day project 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	March 1, 2022	July 1, 2023	July 1, 2024
Entry Level	\$77,000	\$79,310	\$81,689
1 Year	\$78,155	\$80,500	\$82,915
2 Year	\$79,327	\$81,707	\$84,158
3 Year	\$80,517	\$82,933	\$85,421
4 Year	\$81,725	\$84,177	\$86,702
5 Year	\$82,951	\$85,439	\$88,003
6 Year	\$84,195	\$86,721	\$89,323
7 Year	\$85,458	\$88,022	\$90,662
8 Year	\$86,740	\$89,342	\$92,022

**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 towards 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	March 1, 2022	July 1, 2023	July 1, 2024
Entry Level	\$77,000	\$79,310	\$81,689
1 Year	\$78,155	\$80,500	\$82,915
2 Year	\$79,327	\$81,707	\$84,158
3 Year	\$80,517	\$82,933	\$85,421
4 Year	\$81,725	\$84,177	\$86,702
5 Year	\$82,951	\$85,439	\$88,003
6 Year	\$84,195	\$86,721	\$89,323
7 Year	\$85,458	\$88,022	\$90,662
8 Year	\$86,740	\$89,342	\$92,022

**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	March 1, 2022	July 1, 2023	July 1, 2024
Entry Level	\$86,000	\$88,580	\$91,237
1 Year	\$87,290	\$89,909	\$92,606
2 Year	\$88,599	\$91,257	\$93,995
3 Year	\$89,928	\$92,626	\$95,405
4 Year	\$91,277	\$94,015	\$96,836
5 Year	\$92,646	\$95,425	\$98,288
6 Year	\$94,036	\$96,857	\$99,763
7 Year	\$95,447	\$98,310	\$101,260
8 Year	\$96,878	\$99,784	\$102,778

**Director:** Director is 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	March 1, 2022	July 1, 2023	July 1, 2024
Entry Level	\$90,000	\$92,700	\$95,481
1 Year	\$91,350	\$94,091	\$96,913
2 Year	\$92,720	\$95,502	\$98,367
3 Year	\$94,111	\$96,934	\$99,842
4 Year	\$95,523	\$98,389	\$101,340
5 Year	\$96,956	\$99,865	\$102,861
6 Year	\$98,410	\$101,362	\$104,403
7 Year	\$99,886	\$102,883	\$105,969
8 Year	\$101,384	\$104,426	\$107,558

## 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. 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").
- C. 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.
- D. Once approved, the Coverage Allowance will be effective from the date the employee took on the additional assignment pursuant to Section 2.
- E. 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.
- F. 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 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 in 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 5 hours a week (attending meetings in a departing employee's stead, etc.) does not qualify as a scope of work expansion.
- G. The daily allowance will be calculated by dividing the employee's annual wage by 260 (regular workdays), this will be the daily rate. Then

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 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 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 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 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 \$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 \$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.

## **ARTICLE 23**

### **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 the 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 & Per Diem. An employee on official travel approved by the employee's supervisor for a 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 9:00AM and ends at or after 5:00PM 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 a 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 a 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 a NDWA provided cell phone, the employee may not also submit for reimbursement for their personal cell device pursuant to Section 5 (B).

- B. If an employee chooses to use their personal cell phone device for work purposes, NDWA will reimburse employees seventy-five dollars (\$75) per month towards an employee's existing cell phone plan.
1. To substantiate this expense, the employee must submit a billing/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 billing / 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 and seven dollars (\$107) per month upon submission of a billing/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 billing/receipt at the beginning of the calendar year (or the start of his employment) or during the calendar year, through NDWA's payment system (currently bill.com). This billing/receipt which will be used as the basis for NDWA to provide automatic, recurring regular monthly reimbursements 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.

## **ARTICLE 24**

### **ADJUSTMENT TO THE WORKFORCE**

Section 1. In the event NDWA determines that a layoff becomes necessary during the term of this Agreement due to lack of work or funding, NDWA will first advise the Union prior to notifying the affected employee(s). The notification shall include the job titles impacted, the seniority dates of employees, and the projected layoff date. At the request of the Union, the Parties will meet to discuss issues related to the layoffs and/or reorganization plans affecting bargaining unit employees.

Section 2. 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.

Section 3. In the event that NDWA determines that the number of individuals in a particular title, particular program or department needs to be reduced due to lack of work or funding, NDWA will offer all such employees in the affected job title, program or department a voluntary buy-out option (i.e.: the opportunity to voluntarily resign and receive the termination payment as defined in this article). This buy-out option will be offered in seniority order, as defined in this agreement, up to the number necessary to alleviate the lay-off need within such an at-risk group.

Section 4. If after the voluntary buy-outs there is still a need for reduction in force, employees will be retained based on seniority, subject to their qualifications. Those contracted through outside agencies will be terminated in advance of the lay-off of any unit members.

Section 5. 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 after due consideration of the candidates' qualifications), they will be given priority placement for the role over any external candidates and any other internal candidates.

- A. Internal candidates hired into a new role shall be subject to an initial ninety (90) day trial period. If the employee concludes within the trial period that placement in the role does not meet expectations, the employee will retain access to severance and/or further placement efforts as appropriate.
- B. For purposes of job placements described in this Section, required skills also include those that an employee currently lacks but reasonably could be expected to acquire with training over a 90 -day period.
- 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 termination payment. If the employee declines the job offer, NDWA will proceed to offer the position to the qualified candidate in seniority order. 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 6. 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 --, Wages and Compensation.

Section 7. A former laid off employee who has been laid off, and who files an application for employment, will be given priority consideration over off-street applicants for vacancies for which they qualify for a period of three (3) years from the date of layoff and will be forwarded for interviews in connection to the vacancy.

Section 8. **Termination Payments.** If after applying the above steps, a layoff is still necessary, employees will be laid off in inverse seniority order. 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: one (1) month's salary, and an additional two (2) weeks of salary per year of service
- 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

Section 9. 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 the employee was involuntarily laid off. NDWA is not responsible for inquiries or reference requests not directed to the Human Resources Department.

Section 10. 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.

## **ARTICLE 25**

### **PERFORMANCE EVALUATIONS AND DISCIPLINE**

Section 1. NDWA agrees that discipline of a non-probationary employee shall be for just cause only. A non-probationary employee may file a grievance concerning disciplinary action against them.

Section 2. 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 30 days of their evaluation, and both the performance evaluation and the employee's response will be placed in the employee's personnel file.

Section 3. Performance Improvement Plans.

- A. In the event an employee demonstrates performance issues, behavior, and/or conduct below expectations, 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) days.
- C. A copy of the Performance Improvement Plan and its outcomes will be retained in the employee's personnel file.

- D. 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.
- E. 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.
- F. Performance Evaluations and the performance improvement process are not disciplinary action.

Section 4. NDWA will take any discipline action promptly after learning of the circumstances on which the discipline is based. NDWA will endeavor to take any such disciplinary action within seven (7) calendar days after learning of the circumstances on which the discipline is based, 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.

Section 5. Discipline shall be applied progressively by NDWA except in the case of gross misconduct. NDWA will administer progressive discipline as follows:

- A. Where an employee has gone through the Performance Improvement Process and, at the conclusion of that process, NDWA determines that the outcome was not fully successful, the employee will be given a written warning that further performance issues may result in discipline up to and including termination from employment. In the event of such subsequent performance issues, the employee may be terminated without further proceedings.
- B. For a first incident of problematic conduct or behavior that does not constitute gross misconduct, the employee will receive a first written warning together with coaching input from management. In the event of subsequent problematic conduct or behavior not constituting gross misconduct, the employee will receive a final written warning (which may be coupled with an unpaid suspension) notifying the employee that any subsequent problem will be ground for termination. In the event of a subsequent problem, the employee may be terminated without further proceedings.
- C. Cases involving gross misconduct, may be subject to discipline up to including termination.

Section 6. In any disciplinary proceeding, the Employer may not rely on any material adverse to the employee 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.

Section 7. 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.

Section 8. Upon written request, an employee will be permitted to examine records containing personally identifiable employee information about themselves within two (2) 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 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.

## ARTICLE 26

### GRIEVANCE PROCESS

Section 1. 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. In the event an employee and/or union representative files a grievance pursuant to Section 1 above, the parties agree to attempt to settle the grievance by the following steps:

**Step 1:** The aggrieved employee and/or union representative shall file the grievance with NDWA's HR office within sixty (60) calendar days of the known occurrence of the event giving rise to the grievance. NDWA's designee from Senior Management, will contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location to discuss the grievance. 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.

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.

**Step 2:** If the answer or decision of NDWA is unsatisfactory to the Union, the grievance shall be appealed to the **Senior Director of Human Resources**, in writing, within thirty (30) workdays after a decision has been rendered at the first step. The Senior Director of Human Resources or a designated NDWA representative from Senior Management, 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. The Senior Director of Human Resources or the designated NDWA representative from Senior Management will provide a decision in writing within fifteen (15) workdays, after completion of the meeting(s), unless mutually agreed otherwise by the parties.

Section 4. 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 5. It is the intent of this Grievance Process that grievances should be resolved at the lowest possible Step.

Section 6. NDWA will keep the Union fully informed, in writing, on a current basis, of the designated NDWA representatives referenced in Section 3. above.

Section 7. 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.

## **ARTICLE 27**

### **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 outline 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. NDWA and the Union shall select an arbitrator by rotating through the list of arbitrators set out in Section 4, below.

Section 4. 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 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 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 can also agree to a reduced number of arbitrators in the panel and continue the rotation with the remaining panel.

Section 5. 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 6. The fees and expenses of the arbitrator, including interpreters, transcripts (if transcripts are agreed upon), shall be shared equally by NDWA and the Union.

Section 7. 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 8. 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 9. 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 and if agreed, the time limits to request arbitration will be suspended. 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 NDWA's or Union's request for 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.

## **ARTICLE 28**

### **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.

## **ARTICLE 29**

### **LABOR-MANAGEMENT RELATIONSHIP**

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 and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the 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. NDWA will notify the Union when new employees enter the Bargaining Unit. During the orientation of new hires, the Union will have the opportunity to discuss the Union's role and its benefits, answer questions and solicit new members.

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. At any meeting between a representative of NDWA and an employee in which disciplinary action (including formal written warnings which 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 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 7. 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, 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 8. 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 CWA District 1 representative will be invited and will participate in an LMC meeting.

Section 9. 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 10. 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 11. Pay Treatment. Time spent by Union representatives, who are employees of NDWA, in meetings with NDWA Management held during workhours for purposes of processing grievances or otherwise administering this Agreement shall be considered work time.

**ARTICLE 30**

**UNION SECURITY AND 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:

<b>EMPLOYEES</b>	<b>DEDUCTIONS</b>
<b>PAID</b>	<b>DEDUCTIONS</b>
Bi-Weekly and/or Semi-Monthly	Installments in the first 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 Article \_\_\_Section 1 or 2, 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.

## **ARTICLE 31**

### **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 law or regulation, such terms or provisions shall continue in effect only to the extent permitted by such law or regulation, 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.

## **ARTICLE 32**

### **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.

## **ARTICLE 33**

### **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.

**ARTICLE 34**

**EFFECTIVE DATES AND DURATIONS**

This agreement shall be in full force and effect for the period commencing July 1, 2022 and ending June 30, 2025. 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 August 19, 2022.

Communications Workers of America

Gloria Middleton, President CWA 1180

Luis Benitez-Burgos, CWA Representative

CWA Bargaining Committee Members:

- Christopher Thomas, CWA Local 1180
- Kristen Beatty, Senior Accountant
- Chanelle Croxton, NC Organizing Director
- Jacklyn Izraael, GA Organizing Director
- Rebecca John, Development Associate
- Yisel Pomier, Lead Organizer
- María Reyes, SC State Director
- Yaya Ruiz, Lead Organizer

National Domestic Workers Alliance

DocuSigned by:  
*Jennifer Stowe*

CDACB038D459489...  
Jenn Stowe, Executive Director

DocuSigned by:  
*Michelle Kelly*

B29798917D5844F...  
Michelle Kelly, Senior HR Director

NDWA Bargaining Committee Members:

- Mariana Viturro, Deputy Executive Director
- Cecille Zacarias, Chief Financial Officer
- Sobaika Mirza, Civic Engagement Director
- Kathy Krieger, Legal Counsel
- Miriam Aponte, HR Manager

## LETTER OF AGREEMENT

### REGARDING NEUTRALITY AND VOLUNTARY RECOGNITION

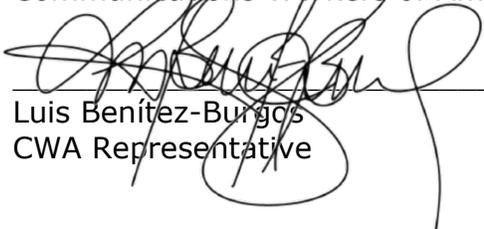
National Domestic Workers Alliance ("NDWA") and Communications Workers of America on behalf of itself and its Local 1180 ("Union") hereby agree as follows:

- 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, 2025.

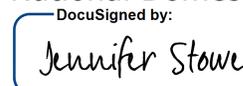
Communications Workers of America



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Luis Benitez-Burgos  
CWA Representative

National Domestic Workers Alliance

DocuSigned by:  
  
CDACB038D459489...

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Jenn Stowe  
Executive Director

**ATTACHMENT #1  
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: \_\_\_\_\_

PHONE# (h): \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

**LETTER OF AGREEMENT  
ON 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, 2025.

Communications Workers of America



Luis Benítez-Burgos  
CWA Representative

National Domestic Workers Alliance

DocuSigned by:  
*Jennifer Stowe*  
CDA:CB038D459489...  
Jenn Stowe  
Executive Director

## **LETTER OF AGREEMENT**

### **ON 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.

- 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.

IN WITNESS WHEREOF, the Union and NDWA have executed this agreement this August 19, 2022

Communications Workers of America

National Domestic Workers Alliance



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Luis Benítez-Burgos  
CWA Representative

DocuSigned by:



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Jenn Stowe  
Executive Director

## Appendix A

**VOLUNTARY RECOGNITION PROCESS AGREEMENT**

This Agreement is entered into between the **National Domestic Workers Alliance** (“NDWA” or “Employer”) and **CWA Local 1180** (“Union”) this 30<sup>th</sup> 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.

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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.

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.

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 National Labor Relations Act, and the parties shall promptly commence good faith negotiations for an initial collective bargaining 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 his/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

**NEUTRAL'S CERTIFICATION**

**National Domestic Workers Alliance  
and  
Communications Workers of America, Local 1180**

National Domestic Workers Alliance (the "Employer") and Communications Workers of America, Local 1180 (the "Union" or "CWA") appeared before me today for the purposes of conducting a voluntary, card-check procedure to determine whether the Union has majority support among the employees employed by the Employer in the Bargaining Unit stipulated in the parties' Voluntary Recognition Process Agreement.

The Employer has provided a list of employees in the Bargaining Unit employed as of September 30, 2020 (Exhibit A to the parties' Voluntary Recognition Process Agreement) and represents that this list is true and complete. The Union has produced electronically-signed authorization cards that it represents and warrants are electronically signed and dated by individuals designating the Union to be the signatory's collective bargaining representative.

Number of employees in bargaining unit: 84

Number of authorization cards presented: 76

Number of authorization cards rejected: 2

Based on my personal comparison of the signatures on the electronically-signed authorization cards with the names of the employees on the list, I hereby certify that the Union has demonstrated numerical majority support among the Bargaining Unit employees.

Dated: October 1, 2020 at 3:00 pm



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Emily McNeill  
Labor Religion Coalition