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Preamble

This collective bargaining agreement ("Agreement" or "CBA") is entered into by and between the National Partnership for Women & Families (hereinafter referred to as "National Partnership," "Employer" or "Management") and the Nonprofit Professional Employees Union (NPEU), Local 70 of the International Federation of Professional and Technical Engineers (IFPTE), AFL-CIO (hereinafter referred to as "NP United" or "the Union") (collectively, "the Parties").

Our Vision

NP United's goal is to work in collaboration with management to create a healthy, productive, and effective organization that improves the lives of women and families by achieving equity for all women.

Equity, Diversity, and Mission Alignment

The National Partnership for Women & Families is committed to cultivating an equitable workplace. An equitable workplace is one:

- in which all staff have a voice in the organization;
- in which all staff feel safe, welcome, and supported;
- in which all staff have the resources necessary to carry out their responsibilities and advance in the organization and their careers;
- that actively seeks out, retains, and supports the advancement of Black, Indigenous, Latinx, Asian American, and Pacific Islander and Native Hawaiian people, people with disabilities, women, nonbinary and gender non-conforming people, and LGBTQ+ individuals, and values the unique perspectives, contributions, and experiences of the diverse staff at all levels of the organization.

To this end, the National Partnership is committed to the following:

Commitment to diversity, equity, inclusion, and anti-racism: Management is committed to striving for racial justice and gender justice within the entire organization. This means that the National Partnership prioritizes cultivating diversity and inclusion through recruitment, retention, and staff development, and further commits to equitable compensation and professional development opportunities.

Commitment to Union Labor: The National Partnership has a strong commitment to organized labor and the right of collective bargaining. Hence, National Partnership shall give preference to unionized contractors and vendors to provide products and services where feasible.

Definitions

For the purposes of this Agreement, protected groups and classes of people (hereafter, "protected class") include employees and/or applicants who are protected from discrimination or harassment based on any characteristic (perceived or actual) or combination of characteristics protected by applicable law, or by this Agreement, including but not limited to their: race, color, religious creed, ancestry or national origin, citizenship, age, sexual orientation, gender identity, gender expression, gender, genetic information, marital status, pregnancy or parental status, family responsibilities, sensory or mental or physical disability, political affiliation, veteran status,

medical conditions including genetic characteristics and cancer-related conditions, people with HIV/AIDS and AIDS-related conditions, Union activities, credit history, and socioeconomic status, or other status protected by law.

For the purposes of this Agreement, underrepresented groups include: Black, Indigenous, Latinx, Asian American, and Pacific Islander and Native Hawaiian people, people with disabilities, women, nonbinary and gender non-conforming people, and LGBTQ+ individuals.

Article I. Scope of Agreement

Section 1. Contract Coverage

This Collective Bargaining Agreement ("Agreement") covers employees within the recognized Bargaining Unit as set forth in Article II of this Agreement.

Section 2. Employee Handbook and Other Documents

If an employee handbook policy and/or procedure is inconsistent with this Agreement, the Agreement will take precedence with respect to Bargaining Unit employees. A statement to that effect will be included in the employee handbook which will be updated to reflect the policies outlined in this agreement where applicable.

Unless otherwise explicitly noted herein, this Agreement contains the entire understanding among the Parties and supersedes any prior understandings and/or written or oral agreements among them with respect to the subject matter hereof.

The terms of this Agreement shall control over any conflicting terms in any referenced written or oral agreement or document.

This Agreement may be amended or modified only by writing executed by both Parties.

Once a final Collective Bargaining Agreement has been executed by both Parties, the Agreement will be shared with the organization as a whole.

Section 3. Successorship

This Agreement shall be binding upon the Parties hereto, and shall be binding upon any successors or assigns by merger, consolidation, or otherwise, of either party.

Article II. Union Recognition, Dues, and Related Matters

Section 1. Union Recognition

The National Partnership recognizes the Union as the exclusive collective bargaining representative of all eligible employees in the NPEU-IFPTE Bargaining Unit. Eligible employees are defined in the Voluntary Recognition Agreement (VRA) dated December 11, 2020 (attached as Appendix 3) as:

“the Employer’s full-time (i.e., working at least 30 hours a week) and regular part-time (i.e., working at least 20 hours a week) employees, but excluding temporary employees, interns, and supervisors, managers, [and] confidential employees as defined by the National Labor Relations Act,” except as stipulated in the VRA.

This definition applies to existing positions and positions added following this Agreement. Notwithstanding ineligibility of temporary employees, eligible employees also include term-limited fellowship position(s) as stipulated in the VRA.

A list of positions (as of the effective date of the Agreement) included in this Bargaining Unit is appended to this Agreement as Appendix 4. The list includes those positions that were included in the recognized Bargaining Unit subject to certain stipulated conditions. The Parties agree that this Agreement contains provisions satisfying the conditions for inclusion of those positions.

This Agreement covers all employees in the above Bargaining Unit. Except as otherwise specified, the term “employee(s)” when used in this Agreement refers to Bargaining Unit employee(s).

Section 2. Union Security

All Bargaining Unit employees have the right to join or not join the Union. All employees in the Bargaining Unit share in the contract benefits and have the right to Union representation. Those employees who are members of the Union discharge their obligation through membership dues. Those employees who are covered by this contract but do not wish to be members of the Union shall, where not otherwise prohibited by law, tender a service fee in lieu of membership dues. The Union shall determine membership dues and service fees.

It is a condition of employment that within thirty (30) days of the effective date of this Agreement or within thirty (30) days of hire, whichever is later, all Bargaining Unit members must indicate, in writing on a form to be provided by the Union, whether they have chosen to join the Union as a dues paying member, or be a non-member fees-payer.

The provisions of this Article shall be interpreted, implemented, and administered in accordance and consistent with applicable provisions of federal, state and District of Columbia laws.

Section 3: Checkoff of Union Dues and Service Fees

Each Bargaining Unit employee shall have the option to have Union dues or service fees deducted from their paycheck through a Voluntary Payroll Deduction and Authorization Agreement complying with applicable law. Employees may make an alternative arrangement with the Union for the payment of required dues or service fees.

The Union agrees to provide payroll deduction assignment forms (in print and digital form) for

Union dues or service fees to all current and future Bargaining Unit employees. Upon receipt of an employee's voluntarily signed, lawful checkoff authorization (payroll deduction form), and while that authorization remains in effect by its terms, the National Partnership agrees to make collections through payroll deduction from the employee's pay. All amounts deducted by the National Partnership from the pay of each employee hereunder shall be remitted on a monthly basis to the Secretary-Treasurer of the Union together with a statement containing a list of the names of employees for whom dues or service fee deductions have been made, and the amounts deducted.

Changes in Union dues or service fees may take effect in the next payroll cycle provided the Union provides written notice of the change(s) to the National Partnership at least 5 business days prior to that cycle's submission date, and the change(s) will be applied as permitted by the terms of the employee's checkoff authorization.

The Union shall indemnify and hold the National Partnership harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the National Partnership in complying with this Article, with the exception of the National Partnership's refusal or failure to deduct or remit dues.

Section 4. Union Meetings

The Union shall be permitted to hold meetings, as scheduling permits, on the National Partnership premises and/or using the National Partnership technology and equipment during or outside usual business hours.

All Bargaining Unit employees shall be permitted to attend, on work time, up to two NPEU general membership meetings per year, provided that the participation of the individual unit member would not unduly interfere with or hinder the progress of National Partnership work, as determined by that unit member's supervisor, who shall not unreasonably withhold permission to attend such membership meetings. The Union shall provide at least two (2) weeks' advance notice of these meetings to the National Partnership.

Section 5. Union Time

The Union will be granted collectively up to 192 hours annually or up to 16 hours a month to perform the Union's legitimate representational duties, including investigatory and disciplinary meetings, grievance handling and enforcement of this Agreement. Such duties will be performed by designated Union officers ("Union Officers") and/or Stewards. It is understood that exclusively internal Union business (e.g., planning for and conducting Union informational meetings, internal Union elections, financial record keeping, etc.) will be conducted during non-work time. Union Officers and Stewards will do their best to work around any pressing work conflicts in carrying out their representational responsibilities when using Union Time, as well as advise their supervisors in advance.

The Union shall furnish the National Partnership with a list of the Union Officers and/or Stewards. The Union shall provide the National Partnership with any changes to the composition of this list within five (5) business days of the change. Union Officers and/or Stewards will track their hours in the National Partnership's timekeeping system and managers shall approve them. Union Officers and Stewards, and National Partnership staff involved in scheduling activities related to representation duties (such as investigatory and disciplinary meetings), will make a good faith effort to schedule such activities so as to avoid unduly interfering with or hindering the progress of Union Officers' and/or Stewards' work.

Section 6. Union Acknowledgement

The National Partnership will recognize the Bargaining Unit's collective bargaining representation by the Union on the National Partnership website, on all job postings for Bargaining Unit positions, and on other National Partnership publications as Management deems appropriate.

Section 7. Financial Statements

The National Partnership will provide the financial information it provides for open portions of the Board of Directors meetings to the Union within two weeks after the board meeting. This information will include six-month and full year statements of activity (income and expenses) as well as a statement of financial position.

The Union agrees to keep such National Partnership financial information confidential. Unless the National Partnership agrees in writing, such financial information may be shared only with the legal and/or non-legal representatives and employees of the Union. The legal and non-legal representatives and employees of the Union are bound by this same obligation of confidentiality upon receiving any such National Partnership financial information.

Section 8. Representation and Weingarten Rights

Whenever a Bargaining Unit employee seeks to resolve an issue related to wages, hours, or other terms and conditions of employment, that employee shall have the right to seek assistance from the Union. Such assistance includes the Union's right to request relevant information for purposes of representing the employee, such as copies of written communications by the Employer to the employee concerning the issue. Any unit employee has the right to speak with Management on their own, individually; however, no individual adjustment or resolution will be made that is inconsistent with this Agreement.

Bargaining Unit employees have the right and shall be informed of their right to request Union representation at any meeting with the National Partnership that is investigatory in nature and may lead to discipline against the employee, regardless of whether the employee was the original subject of the investigation or discipline. Prior to the initiation of any investigatory questioning or meeting, the employee will be informed of the nature of the questioning or meeting and whether they are the subject of the investigation or discipline. If the employee requests Union representation, the National Partnership shall refrain from initiating such investigatory questioning or meetings with the employee unless a Union representative is provided an opportunity to be present. In the event of cases of serious misconduct as described in Article VIII, Section 6 in which Union representation is requested, the Union will make every reasonable effort to expedite the Union representative's availability for such meetings. Where a Bargaining Unit employee has requested Union representation in meetings as described above, the National Partnership shall contemporaneously provide the Union with copies of written communications to the employee concerning the issue upon request.

This Section does not create a contractual right to the presence of a Union representative in any non-investigatory or non-disciplinary meeting between an employee and the Employer.

Article III. Labor Management

Section 1. Labor Management Committee

The Labor Management Committee (LMC) will consist of up to three representatives selected by the National Partnership and up to three representatives selected by the Union. All members of the LMC must be employees of the National Partnership. The Committee will meet once a month, unless canceled or rescheduled upon mutual agreement, and either the National Partnership or the Union may request additional meetings; additional meetings should be held within 5 business days of the request unless both sides agree to a different time frame. Employee members of the Labor Management Committee will be allotted paid release time, for attendance at LMC meetings.

Where the release of a given individual to attend or prepare for an LMC meeting would cause significant operational difficulties (such as negatively impacting the Employer's ability to meet a deadline or fulfill a similar business requirement), the Parties will discuss a resolution that meets both Parties' interests.

The purpose of the LMC will be to discuss, study, and explore matters of mutual interest, and is intended as an ongoing communication forum that can help maintain constructive labor-management relations and enhance the effectiveness of NPWF staff and management in working together. Communication may include updates by management about programmatic direction, team structure, or other issues under consideration, and updates by the Union about matters of concern to unit members. The LMC may make recommendations by consensus but shall have no decisional authority. The LMC is not authorized to interpret, modify or supplement this Agreement, to address matters pending under the grievance-arbitration provisions of this Agreement, or to engage in collective bargaining negotiations. Subject to these limitations, the LMC may study and/or discuss any lawful matters of interest determined by consensus of the LMC members, and additional matters may be added to the agenda of the Labor Management Committee by mutual agreement of the Parties to this Agreement. The existence of the LMC does not preclude the Union from communicating directly with NPWF management. The existence of the LMC also does not waive the Union's right to negotiate with the National Partnership on the impact of any policy changes on Bargaining Unit members.

Section 2. Regular Communications with Unit Employees

The National Partnership will ensure that all staff meetings convened by National Partnership leadership are accessible to Bargaining Unit employees (including opportunities to ask questions and provide input), either working virtually or in the office, through video conferencing, including meetings that are held in-person. When possible, video access will include captioning and will be recorded, with the recording made accessible to all Unit employees and archived for at least one month. Meetings held in person will be held in a space that is physically accessible to all Unit employees.

Article IV. New Positions, Hiring, and Onboarding

Nothing in this Article limits the National Partnership's ultimate authority to determine, in its sole discretion as a management right, the work and staffing of the Partnership, including, but not limited to whether or not to create a new position, fill a vacant position, eliminate or adjust a position, or continue a given position with the Bargaining Unit. Management shall not create new non-Bargaining Unit job titles or positions in an effort to eliminate or erode Bargaining Unit positions or displace unit employees.

Section 1. Hiring

The National Partnership is committed to conducting hiring processes with the goal of maintaining a demographically diverse and equitable organization. The hiring manager for each vacant position shall work closely with Human Resources ("HR") to establish a hiring process that creates an equitable opportunity for all qualified candidates, including any internal candidates, which may include an established interview process for all candidates, standardized set of interview questions, an established assessment exercise, and standardized reference questions.

Section 2. Newly Created Positions

In the event that Management creates a new Bargaining Unit position that did not previously exist, Management will notify the Union within three (3) business days of the decision to move forward with a position, and before announcing the new position to staff. Notification will include, if known at that point, the proposed job title and function, FLSA classification, and salary band (see Appendix 1. Compensation Chart for position levels and salary bands).

If during the course of the hiring process changes or refinements of the job title and function, FLSA classification, or salary band are recommended and accepted by Management, Management will notify the Union within three (3) business days of this decision and prior to posting the updated role. The Union reserves its right to dispute the Bargaining Unit or non-unit status of the position, or appropriate classification, salary band or hourly rate for a Bargaining Unit position, through the grievance process in Article IX: Contract Disputes of this Agreement.

Section 3. Discontinuing Positions

Management will notify the Union two (2) weeks in advance prior to eliminating a Bargaining Unit position that is not currently filled. (See Article X. Layoff and Recall for provisions related to layoffs in occupied unit positions.) Upon receiving notification, the Union may request a meeting, and the Employer will meet with the Union to negotiate the impacts, if any, of eliminating the position(s) on Bargaining Unit employees' workload.

Section 3. Internal Hiring

At least seven (7) calendar days before starting an external search to fill a Bargaining Unit position, Management will share the posting internally to all Bargaining Unit employees, as well as other eligible internal candidates, providing a summary of the job description, qualifications, requirements, and salary band. Other eligible internal candidates include temporary employees, contractors, and interns while they are employed by the National Partnership.

Management shall give interested unit employees consideration before posting the job externally. When filling Bargaining Unit positions, Management shall give consideration around diversity, equity and inclusion, and the importance of continuing to foster opportunities for hiring and advancement of individuals from underrepresented backgrounds in the organization (see Preamble).

Section 4. Hiring Process Representation

The hiring committee (or other hiring process to be determined by Management) for each open Bargaining Unit position will include at least one (1) Bargaining Unit member. For each open Bargaining Unit position and for each open position that manages or supervises a Bargaining Unit position, the National Partnership will establish a hiring committee, which will conduct hiring processes and work toward achieving a diverse and equitable organization. The hiring committee will conduct the candidate selection process in accordance with the hiring process established per Section 1 of this article.

The hiring committee should include members from different teams to the extent feasible and at least the following personnel when possible (a single member may meet multiple criteria):

1. The direct supervisor for the open position,
2. At least one direct report (if applicable),
3. At least one of equivalent staff level, and
4. At least one Bargaining Unit member.

The National Partnership will make a reasonable effort to rotate participation on hiring committees to ensure that this additional labor is equitably shared across staff at all levels and on all teams.

Section 5. Diversity in Recruiting, Hiring, and Promotion

The National Partnership is committed to diversity and inclusion in recruiting, hiring, and promotion while also providing internal opportunities for employees covered by this Agreement. Toward that goal, the following provisions will apply in hiring and recruitment for Bargaining Unit positions:

- When posting and/or advertising open job positions, management shall circulate job announcements as widely as possible and to a variety of organizations and individuals, particularly those with high exposure to historically underrepresented communities, to attract a diverse candidate pool.
- Postings for open Bargaining Unit positions shall:
 - Use gender-neutral language;
 - Include a salary range (See Appendix 1. Compensation Chart) and other details about compensation and benefits;
 - Include the National Partnership's standard commitment to equal employment opportunity in hiring;
 - Affirmatively state that the position falls within the Union Bargaining Unit (if applicable);
 - Include the length of any probationary period; and
 - Include a contact and process for requesting reasonable accommodations.
- The Employer will not ask applicants to report their salaries from previous employment.
- All applicants (and all employees hired) will be given the option to voluntarily self-identify their race, ethnicity, and disability status. The organization also agrees to exploring

collection of voluntary self-identified information about gender expression, gender identity, and/or sexual orientation.

Section 6. Onboarding and New Employee Orientation (NEO)

To promote the success of Bargaining Unit employees, all managers, in collaboration with HR, will provide a comprehensive onboarding process that ensures employees are equipped with all necessary skills, training, and resources to carry out their responsibilities and meet expectations.

The National Partnership shall notify the Union of any new Bargaining Unit hires no later than five (5) business days prior to their start date. This notification shall include their name, position, expected start date, and starting salary.

Upon hiring new Bargaining Unit employees, the National Partnership shall allow one (1) Union steward, or other Union designee, one (1) hour of work time within each employee's first five (5) workdays to conduct an orientation with each newly hired person in the Bargaining Unit, without management presence.

During their initial National Partnership orientation meeting or in the week that follows, new Bargaining Unit employees will receive the National Partnership Personnel Policy Manual and a copy of this Agreement.

Within the first four weeks of employment, the new Bargaining Unit employee's supervisor will submit and share a brief written description of key initial trainings, tools, and materials related to the employee's job responsibilities for Department-level onboarding to HR and the employee respectively. At the end of three (3) months of employment, HR will have a check-in meeting with the employee to monitor the progress of the onboarding process.

Section 7. Probation

All new employees shall serve a six (6) month probationary period (which includes the New Employee Orientation period under Section 6, above), beginning on their first day of work. During the probationary period, the National Partnership shall have the unlimited right to discipline or discharge the employee for reasons permissible by law, and such discipline or discharge shall not be subject to the grievance procedure set forth in Article VIII.

Article V. Other Positions & Bargaining Unit Work

Section 1. Temporary Employees

Temporary Employees are not in the Bargaining Unit.

A temporary employee is a non-intern or non-fellow employee employed for a set term of no more than twelve (12) months. Subject to the limitation set forth in this Section 1, NPWF may employ temporary staff when and as NPWF deems necessary for its operations including for a time-limited project, to meet general capacity needs due to a Bargaining Unit vacancy, or to fulfill the duties of an existing Employee on leave until the Employee is able to resume their duties upon the completion of their leave.

The National Partnership will not use temporary employees to displace (i.e., cause the termination or layoff of) a Bargaining Unit employee, or to delay the hiring of Bargaining Unit employees.

Section 2. Contractors

Independent contractors are not employees and are not in the Bargaining Unit.

Subject to the limitations set forth in this Section 2, NPWF may engage independent contractors when and as NPWF deems necessary for its operations.

The National Partnership will not use independent contractors to displace (i.e., cause the termination or layoff of) a Bargaining Unit employee, or to delay the hiring of Bargaining Unit employees. The National Partnership will not engage an individual as an independent contractor where that person qualifies as an employee under applicable law.

Section 3. Interns

Interns are not in the Bargaining Unit.

Interns may not be used to replace Bargaining Unit positions or to meet ongoing organizational capacity needs. The National Partnership will not increase the use of interns to displace (i.e., cause the termination or layoff of) a Bargaining Unit employee.

Section 3. Post-Graduate Fellows

For purposes of this Agreement, post-graduate fellows are employees who are hired for an anticipated term of employment and funded by time-limited funding sources that are directed by the funder to fund an individual in a post-graduate experience (i.e. a legal fellowship or other type of post-graduate academic program). This Article does not apply to "Senior Fellows" who are experienced professionals and subject matter experts not included in the Bargaining Unit.

Post-graduate fellows are considered part of the Bargaining Unit as stipulated in the Voluntary Recognition Agreement, subject to appropriate carve-out provisions acceptable to the Employer, including but not limited to provisions explicitly confirming (1) that a term-limited employee's dismissal from employment at the end of their designated term, or their ineligibility for certain benefits, is not a CBA violation and is not arbitrable under the CBA's grievance/arbitration provisions; and (2) that any employment terms and conditions prescribed by the entity

sponsoring or funding this position will take precedence over any terms of the CBA in the event of a difference.

Job descriptions and contracts for fellows must be distinct from those of full-time regular Bargaining Unit staff and include professional development, mentorship opportunities, and reasonable workload expectations.

The recruitment and hiring process for time-limited post-graduate fellows may differ from the process established for other Bargaining Unit employees.

Article VI. Job Descriptions & Performance Reviews

Section 1. Job Descriptions

Each Bargaining Unit employee at the National Partnership will have a clear, accurate, and up-to-date job description on file with HR that specifies the current duties and responsibilities of the position as well as its FLSA classification which will be reviewed and updated if needed annually.

In the event of an employee's promotion to a new role within the Bargaining Unit, the employee and the Union will receive a new job description that specifies the new expected duties, responsibilities, and classification.

A Bargaining Unit employee who believes their duties have substantially changed may request an evaluation with respect to the appropriateness of the employee's job title, classification, and/or job description during the annual review process and upon request. If an employee believes their job description is inaccurate or does not adequately reflect their responsibilities, the employee may initiate discussion with their supervisor and HR to amend the job description and/or classification to more accurately reflect their role and job responsibilities. If there is agreement that the job description requires change, HR will provide a copy of the updated job description to the employee, the Union, and the supervisor. This process is not meant to cover situations where employees are assigned minor or incidental tasks related to their position and/or that are necessary to fulfill the mission of the organization. Nothing in this clause is intended to waive or limit the National Partnership's right to assign work.

Temporary vacancies or temporary assignments may at times require alterations in job descriptions or work plans. In the event this occurs, the employee's supervisor will meet with the employee to discuss how the vacancy and/or change affects the employee's job description and/or work plan, and if applicable will follow the procedures for temporary promotion and/or salary increase as described in Article XV, Job Classifications and Salaries.

Section 2. Performance Reviews

There will be an annual organization-wide review. During this period, reviews of all Bargaining Unit members who have successfully completed their probationary period will take place using the procedure outlined below. Bargaining Unit members who have not yet completed their probationary period will have a check-in with their supervisor to assess their progress in lieu of the formal performance review process. If an organization-wide review cannot be conducted in this time period, the Union will be notified and alternate arrangements for feedback will be discussed.

Performance evaluation discussions provide an opportunity for employees and supervisors to review (a) job responsibilities and goals; (b) strengths; (c) areas for improvement; (d) professional development opportunities; and (e) potential paths toward growth, promotion and/or advancement within the organization and/or towards their career goals. In addition, performance evaluations aim to increase communication between supervisors and employees, with feedback provided in both directions, to improve workplace culture, and to catalyze constructive conversations. The performance review process is not to be used for the purposes of discipline.

While the performance review process is not to be used for purposes of discipline, if either the employee or their manager feels the goals of the review are best met by having a third party be present, they may request an HR representative and/or Union representative attend the review meeting as an observer. The National Partnership may decline to meet a request for an HR representative due to staffing concerns.

The employee and supervisor will collaboratively develop individual work plans and objective criteria for meeting and exceeding those individual work plans. The employee and supervisor will regularly meet, at least twice per year, to discuss the employee's progress on their work plan.

Bargaining Unit members will receive written evaluations within fourteen (14) calendar days of any formal performance review meeting. During performance reviews, Bargaining Unit members will be evaluated based on clear criteria made available to each evaluated employee. The National Partnership shall endeavor to use criteria that are measurable, performance-related, and evenly applied.

In the event that a Bargaining Unit member disagrees with their performance review results, they may submit a written response to the performance evaluation within fourteen (14) calendar days of the completion of the review process. The Bargaining Unit member's submission will be filed along with the final review document.

Section 3. Supervisor Reviews

All Bargaining Unit employees may provide annual feedback regarding their supervisor's performance in their role as supervisor over the past year that may address topics including, but not limited to, the following: (a) the supervisor's ability to communicate priorities and expectations, (b) the supervisor's commitment to and action on diversity, equity, and inclusion priorities, (c) the supervisor's ability to provide constructive feedback, (d) the supervisor's efforts to support a positive working environment, and (e) the supervisor's ability to support professional growth and to manage workload.

The National Partnership shall provide a process for such feedback and, to the extent feasible, anonymize feedback provided to the supervisor. Employees will endeavor to provide constructive feedback in this process and shall not be formally or informally disciplined or retaliated against in response to feedback they share pursuant to this Article. Employees shall not in any way be discouraged from participating and offering their full opinion on the performance of their supervisors.

Article VII. Professional Development

Section 1. Investment in Professional Development

The National Partnership views its staff as one of its most important assets and is committed to the professional advancement of its employees. The National Partnership will provide Bargaining Unit members with meaningful opportunities to gain skills, identify and develop strengths, and become leaders in their field.

To help further this end, employees' performance reviews will include an explicit discussion of professional development and possible next steps in their career path. A career path may include the possibilities for advancement within a job position or promotion to another position. This discussion should include a review of the additional skills, training, or education needed to advance along a career path. In those cases where a more advanced position in an employee's career path is unlikely to exist at the National Partnership, supervisors will still encourage a commitment to lifelong learning and provide suggestions about ways the employee could enhance their skills and learning. This includes the expectation that supervisors are providing recommendations for professional development opportunities during check-ins and performance reviews.

Section 2. Professional Development Opportunities

Employees will be allowed up to five (5) paid professional development days a year and are strongly encouraged to take this time to work towards their career goals. Professional development opportunities can include: in-person or online training or courses, conferences or other events, learning new software, workshops on writing skills, and exposure to substantive issues relevant to the National Partnership's and/or the staff person's work.

The National Partnership will allocate at least \$750 per fiscal year for each Unit member's professional development. Unit members may use these professional development funds toward licensing; classes or trainings, as well as related books or course materials; fees for membership in relevant professional organizations; and fees and/or travel costs to attend conferences, meetings or training related to one or more aspects of the National Partnership's work.

To use professional development funds, the employee will submit a formal request to their supervisor in advance. The employee's request must include a description of the opportunity requested, a budget detailing all associated costs, and a description of the relevance of the training to the employee's existing job duties or career path. The supervisor will respond promptly, approving the request, suggesting modifications, or providing specific reasons for not approving the request. The National Partnership will consider all such requests in good faith. To obtain prepayment for an approved activity, the employee must submit a request to HR. To receive reimbursement for an approved activity, the employee must submit copies of relevant receipts through the appropriate system.

When an employee is required by the National Partnership to take further education or attend an approved professional development training program, conference, or seminar related to work performed by the employee, the National Partnership will pay the cost of, and provide the time for, such education and professional development.

The LMC may also make recommendations regarding appropriate internal and external trainings and professional development opportunities for the Bargaining Unit. Management will take into consideration training topics recommended by the LMC when formulating and carrying out such internal and external trainings.

Section 3. Professional Development Resource Document

HR, in coordination with the Union, will endeavor to create a resource document of suggested available training resources and opportunities and provide this resource to Unit members within one year of the execution of this Agreement. This resource will be updated annually and will include information about the types of trainings, meetings, courses, membership or other activities for which staff have used professional development funds in the past.

Section 4. Promoting Equity

The Union may request data on professional development expenditures for Bargaining Unit members and make recommendations to ensure the advancement of Bargaining Unit employees at the organization and in their careers.

Article VIII. Just Cause and Disciplinary and Discharge Provisions

Section 1. Just Cause

The National Partnership will not discharge, suspend, or take any other disciplinary action against any employee who has completed their probationary period (as referenced in Article IV, Section 6) without just cause. Except in the case of serious misconduct (discussed in Section 6 below), discipline will be progressive.

Section 2. Non-Disciplinary Coaching

The National Partnership will seek to address, when possible, problems of performance, conduct, or behavior without formal discipline. Supervisors are expected to provide feedback to employees during standing supervision meetings (for example, weekly 1:1 check-ins) and may provide additional feedback, guidance, and coaching through separate conversations and written materials as needed. Such informal discussions shall not be considered disciplinary action under this Article, and need not follow the more formalized “course correction” protocols outlined below. Non-disciplinary meetings shall not be used to inform formal disciplinary action against a Unit member.

The supervisor may decide to call a course correction meeting to provide more formalized feedback. The course correction meeting is not disciplinary. It is a formal discussion between the supervisor and employee (which may be conducted in person, telephonically, or through other electronic conferencing). The supervisor will provide the employee with advance notice, in writing, that they would like to schedule a course correction meeting and will name the issue(s) to be discussed. The course correction meeting is designed to identify problems and discuss solutions. Specifically, the supervisor and employee will:

- A. discuss the issue(s) being identified by management,
- B. identify training and/or professional development, if needed, and discuss what the employee must do to improve. Following the meeting, management will prepare a written summary, which will include clarification of expectations. This may include, depending on the situation, a performance improvement plan and other comments regarding correction and/or support which the employee will have an opportunity to review and respond to.

Section 3. Progressive Discipline Process

The parties agree that the formal process outlined below suffices for administering progressive discipline. The Union will be notified promptly when any formal discipline is administered, and a separate employee relations file will reflect the action(s) taken. The National Partnership shall use the following steps to correct employee performance and conduct. At the initiation of each step, Bargaining Unit employees will be informed of their right to request that a Union representative be present during this process (including the first step conversation described below).

1. First Step (Supervisor’s Written Call for Formal Performance Conversation Meeting): Where in the National Partnership’s judgment an employee’s work is unsatisfactory or the National Partnership identifies any other performance-related or work-conduct-related deficiency or problem and wants to begin this formal performance improvement

process, the supervisor will provide the employee a written communication (which may proceed by exchange of email) that:

1. States that they are entering the discipline process for (a) performance or conduct issue(s);
2. Names the issue(s);
3. Requests a meeting with the employee for the purpose of initiating the disciplinary process, identifying the issue(s), gathering facts and developing ideas to foster improvement or to seek a satisfactory resolution (e.g., prompt correction, accountability and a commitment that the problematic behavior or other issue will not recur).

The meeting will be held within ten (10) days after receipt of the written request. At the meeting, the employee's direct supervisor shall provide constructive feedback. The National Partnership shall memorialize the meeting, including specific action steps to be taken by the employee to address the issue, steps the supervisor commits to take to support the employee's improvement, and expected timelines for both. The National Partnership shall provide a copy to the employee within two (2) business days.

In its sole discretion, the National Partnership may elect to repeat this step prior to initiating further disciplinary steps.

2. **Second Step (Performance Improvement Plan):** If the matter is not resolved to the satisfaction of the National Partnership or if the National Partnership subsequently identifies a recurrence within three (3) months of the First Step meeting described in paragraph 1. above, the National Partnership will address the unsatisfactory performance by placing the employee on a formal written Performance Improvement Plan (PIP) to correct problems, prevent recurrence, and prepare the employee to succeed in the future. The written plan will identify (a) area(s) of concern and (b) measurable, clear, and reasonable expectations moving forward, and may include requirements such as scheduled meetings and reporting, completion of specified training, use of certain resources and other measures tailored to the individual situation. The plan will specify the time (at least one (1) month and not to exceed three (3) months) within which the employee must achieve satisfactory performance, and indicate that a subsequent disciplinary action, including termination, may be taken in the event the prescribed deadline is not met. The National Partnership will meet with the employee to explain the terms of the PIP, during which the employee will have the opportunity to request changes to the PIP and request resources to facilitate meeting the requirements in the PIP. At least two (2) weeks prior to the end of the time period specified in the PIP, the National Partnership will meet with the employee to provide feedback on their progress toward meeting the requirements of the PIP.
3. At the end of the time period specified in the PIP, the National Partnership shall determine whether the employee's performance and/or misconduct has satisfactorily improved. If so, the National Partnership shall inform the employee of this improvement in writing and no further action shall be taken, unless the same performance or misconduct issues resurface within twelve (12) months. If not, the National Partnership has the option to extend the PIP for an additional period of time or to proceed to the next disciplinary step.
4. **Termination.** Where, in the judgment of the National Partnership, the employee fails to satisfactorily achieve goals or fulfill requirements of the PIP after the expiration of the time period specified in the PIP, the employee may be terminated without any additional procedures.

5. **Disciplinary Reset.** An employee's status will be cleared and reset, for purposes of progressive discipline, after twelve (12) months have elapsed without the employee incurring any formal disciplinary action. When an employee's status has been cleared and reset, the National Partnership shall inform the employee of this change in status in writing. Any future performance and/or misconduct concerns shall be subject to a separate and independent investigation or disciplinary process.

Section 4. Personnel File

While all materials associated with Progressive Discipline will be retained in an employee's official personnel file, in accordance with the National Partnership's recordkeeping standards, no materials will be considered for any reason (except matters related to serious misconduct) for disciplinary purposes after twelve (12) months from the date they were issued if the employee has not received subsequent discipline for any issue addressed by the Progressive Discipline process.

Section 5. Grievance

The employee may contest a disciplinary action by filing a grievance in accordance with Article IX of this Agreement.

Section 6. Discipline for Serious Misconduct or in Other Urgent Circumstances

In the case of serious misconduct by an employee — including, but not limited to threats or acts of violence, harassment, theft, vandalism or destruction of organization property, fraud, misappropriation of financial resources, plagiarism, job abandonment, or other urgent circumstances warranting immediate action — the National Partnership shall immediately send written notice to the employee and the Union about the allegation, Management's proposed discipline, Management's justification, and the employee's right to a meeting that shall take place no earlier than twenty-four (24) hours of receipt of that notice to discuss the allegations and the proposed discipline. This notice may include instructions to the employee to cease all job responsibilities, remain off National Partnership property, and/or cease communication with other National Partnership staff, contractors, or interns in the interim to ensure the safety of all National Partnership staff and property. This meeting may take place in person, telephonically, or through other electronic conferencing at a time during which the employee is available. This meeting must take place before employment can be terminated; however, the employee may choose to resign rather than attend this meeting. If the employee affirmatively elects not to attend the meeting, it is equivalent to a resignation.

If the National Partnership determines that there are not urgent circumstances warranting immediate action, the National Partnership shall provide the employee with notice in writing of the allegations of serious misconduct, and describing any discipline being pursued, as soon as possible. The National Partnership shall provide an opportunity for the employee to meet with the National Partnership to respond to allegations (which may take place in person, telephonically, or through other electronic conferencing).

The employee has a right to have a Union representative present in any meeting related to allegations of serious misconduct or other urgent circumstances.

Article IX. Contract Disputes

Section 1. Grievance Procedure

A grievance is defined as a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, as well as existing policies, rules and regulations, and administrative decisions, including but not limited to questions of just cause in cases of discharge, suspension, or other disciplinary action. Nothing contained in this Article, including the agreement to arbitrate a grievance, shall constitute a waiver or relinquishment of any rights and remedies for the Bargaining Unit or Bargaining Unit members as provided by the applicable law except as expressly provided. In the event that the Union or a Bargaining Unit member wishes to pursue such a claim under an applicable law, it is the Union's and/or member's responsibility to do so within the applicable statute of limitations.

Should Management, a Bargaining Unit member or the Bargaining Unit wish to pursue a grievance, a grievance shall be instituted within thirty (30) working days of the Union's awareness of the incident that gives rise to the grievance. It shall be in writing and include (a) the name of the grievant(s), (b) the nature of the grievance, (c) the date of the alleged incident giving rise to the grievance, (d) the provision(s) of this Agreement or existing policies, rules and regulations, law, and administrative decisions which have been violated, and (e) the remedy or resolution being sought. The procedure is as follows:

STEP I:

The first step shall be an informal discussion between the Employee and/or Union representative and the Vice President of their department. This discussion should take place no more than ten (10) business days after the employee and/or the Union requests such a meeting.

The Vice President shall give a written response to the grievance, including specifying the Employer's acceptance, rejection or proposed modification to the remedy or resolution sought, to the Union and Employee within ten (10) business days of the initial discussion.

STEP II:

If the grievance is not settled in Step I, it may be presented to Human Resources by a Union representative, in writing, within ten (10) business days following receipt of the written response in Step I.

The National Partnership will reply within ten (10) business days from the date of receipt of the written grievance. The reply shall be in writing.

STEP III:

If the grievance is not satisfactorily resolved in Step II, within fifteen (15) business days of receipt of the written reply in Step II, the Union may present a request in writing to Management to arbitrate the matter, and proceed with the arbitration process described below.

Time will be considered to be of the essence for the purpose of this Section. If the National Partnership fails to respond within the time limits provided, the grievance will automatically

move to the next step. All time limits set forth in this Section may be extended by mutual agreement of the Parties in writing.

Section 2. Arbitration

Within ten (10) business days after receipt of either party's request for arbitration, the Parties shall agree on the selection of an impartial arbitrator. If the Parties cannot agree, the Parties will request a list of arbitrators from the Federal Mediation and Conciliation Service.

Within ten (10) business days of receipt of this list of arbitrators from FMCS, the Parties shall meet and the aggrieved party shall strike the first name and thereafter the other party shall do the same, alternating until one arbitrator remains, who shall be used to hear the grievance.

Both the National Partnership and the Union agree that the selection of the arbitrator shall be made with no undue delay and that the Parties will cooperate fully and completely in presenting facts and arguments to said arbitrator as expeditiously as is possible.

The Parties will request the arbitrator do their best to render a decision within thirty (30) business days following the arbitration hearing. The decision of the arbitrator shall be final and binding upon the Parties.

All expenses of the arbitrator shall be borne equally by both the National Partnership and the Union.

The arbitrator is not authorized or empowered to change, modify or add to this Agreement but is strictly limited to the interpretation and application of this Agreement.

All time limits set forth in this Section may be extended by mutual agreement of the Parties in writing.

Article X. Layoff and Recall

Section 1. Layoff

Layoffs are non-disciplinary involuntary terminations due to organizational needs, including but not limited to economic or programmatic needs. For purposes of this Article, a decline in the number of employees and/or positions by attrition is not a layoff (and this Article does not apply to cases of discharge or constructive discharge). The ultimate decision to proceed with a layoff, and which employees to let go or retain, is in the National Partnership's sole discretion and judgment and is not subject to the grievance or arbitration provisions contained in Article IX. The Union retains its rights to grieve violations of this Article that are not expressly exempted from grievance and arbitration. The National Partnership agrees that layoffs will be considered as a last resort only after alternatives have been duly considered, and discussed in good faith with the Union.

Where the National Partnership seeks to lay off any Bargaining Unit member, the National Partnership shall give the Union and affected Bargaining Unit member(s) written notice no less than thirty (30) days before the anticipated date of the layoff, unless emergency circumstances, such as but not limited to a significant reduction in funding on shorter notice, make such notice impracticable, in which case the National Partnership will provide such notice as early as possible. The notice to the Union must state the reason for the considered layoff and whether the Partnership believes the layoff is economically necessary.

Before the anticipated layoff date, the National Partnership will meet and confer with the Union upon request regarding potential alternatives to the contemplated layoff or potential ways to minimize its extent.

If the layoff results from a programmatic change, Management will notify the Union and discuss how the CBA addresses the effects (if any) that the programmatic change has on those employees who are not being laid off.

Section 2. Severance

In the event that layoffs are implemented, the National Partnership shall provide the following severance payments:

- Employees being laid off who have completed their orientation and probationary period will receive severance pay in the amount of at least two pay periods' salary (1/12 of annual salary). Additionally, employees employed for at least one (1) year will receive an additional pay period's salary for each year of service in excess of one year (prorated at six-month intervals), for a total maximum severance of up to 6 pay periods' salary.
- For laid-off employees who have worked at least twelve (12) months and are enrolled in the NPWF-sponsored health benefit plan at the time of their layoff, NPWF will also pay COBRA premiums for health and dental insurance coverage for the individual employee for three months or until the employee is enrolled in other insurance, whichever is shorter. This entitlement does not prohibit NPWF from providing a greater amount of severance in its sole discretion.

The National Partnership will meet with the Union following the notice of any potential lay off due to economic necessity to discuss any additional severance or benefits the National Partnership can provide beyond the scope or guarantees of this Collective Bargaining Agreement.

The National Partnership shall give the Union and all affected employees information on the severance package being provided and inform affected employees of the process for applying for available unemployment insurance benefits and continuing healthcare coverage. This information shall be provided in writing to each affected employee no later than twenty (20) business days prior to the date the layoff would take effect, or as early as possible in the event of emergency circumstances.

The National Partnership will provide an employee their severance payments in a lump sum along with the employee's final paycheck.

Section 3. Rehiring Eligibility Rights

It is not the intent of the National Partnership to erode job security of the Bargaining Unit members. The National Partnership will refrain from hiring independent contractors or using temporary employees to perform the Bargaining Unit work of a laid-off employee when a laid-off employee is qualified, willing, and able to perform the duties of that position.

An employee covered by this Agreement who is laid off shall have the following rehiring notice rights for a period of twelve (12) months with respect to any vacant Bargaining Unit job that they are qualified, willing, and able to perform. Time spent on a rehiring notice list will not be counted for purposes of computation of length of service or any other purpose. On or before their final work day laid-off employees will be given the option to join the rehiring email list through which they will receive notice of any Bargaining Unit job openings concurrently with notice sent to current National Partnership employees before the new job announcement is posted to the public. Rehiring list members may contact HR to update their email address. An applicant from the rehiring notice list who is qualified, and who submits their application within ten days of such notice, will receive the same scheduling priority as internal candidates in scheduling interviews over candidates from other non-National Partnership sources. Laid-off Bargaining Unit members have precedence over external candidates if they are qualified for the position. In the event that a laid-off Bargaining Unit member applies for a vacant Bargaining Unit position for which they are qualified, but is not offered the position, the member may request an explanation, in writing, of why the member was not offered the position.

A laid off employee who is rehired for a position that shares at least fifty (50) percent of overlapping responsibilities with their previous National Partnership position will be paid at a rate no less than their salary in the most recent fiscal year during which they were employed by the National Partnership, adjusted by the rate of any Annual Adjustment(s) that have been implemented since the employee's layoff. If applicable, the employee will be restored to the same level of any benefits determined by length of service as they had reached at the time of the layoff. Specific coverage for employees and dependents is governed by the terms, conditions and restrictions set forth in the controlling insurance policies and benefit plan documents, which shall take precedence over any summary plan description or other descriptions.

Section 4. Professional References

Every employee of the National Partnership who is laid off per this Article will be entitled to at least a neutral professional reference, which will include their dates of employment, job title(s), responsibilities held, and salary information upon request. Letters for employees who are laid off shall include language that specifies that the employment term ended due to a layoff and was unrelated to the employee's performance.

Section 5. Exclusions

This Article does not apply to probationary Employees (as defined by Article IV) or to non-probationary Employees terminated due to disciplinary actions (governed by Article VIII). In addition, this Article does not apply to dismissal of a term-limited employee or post-graduate fellow at the end of their designated term of employment.

Article XI. Commitment to Workplace Diversity, Equity & Inclusion

Section 1. Role of the Labor Management Committee

The National Partnership is committed to developing an organizational culture and work environment that seeks to eliminate bias, to fostering a workplace free of anti-Blackness, and to prohibiting disparaging remarks regarding marginalized groups. While the National Partnership commits to complying with federal, state, and local anti-discrimination laws protecting workers, the National Partnership and Union understands that these laws are the floor, not the ceiling. Creating a truly inclusive workplace with an environment that fosters belonging requires more than mere compliance. To this end, it will be within the scope of the Labor Management Committee to engage in ongoing planning and development that support organizational equity and inclusion.

Section 2. Building Staff Competency in Diversity, Equity, Inclusion and Anti-Racism (DEIA)

In line with the National Partnership's commitment to social, racial, economic, and gender equity, development of competence in this area is critical. The National Partnership will host and fund at least two annual workplace trainings focused on developing competency in DEIA in line with this commitment. One training will be held for all staff and one for supervisors and managers. Whenever feasible, the National Partnership will prioritize our commitment to centering lived experiences and diverse perspectives when choosing leaders for these trainings. Deviation from this schedule will be discussed with the Union.

The training topics will be informed by staff input into priority areas. The Union shall have the opportunity to provide recommendations on training topics.

The Labor Management Committee will discuss ongoing strategies in addition to annual trainings to build staff competency with regard to DEIA.

The Labor Management Committee may provide recommendations for DEIA goals and actions to meet them, including for incorporating DEIA goals into the professional development and annual review process for all staff, including management. The Union may also submit additional training recommendations to the National Partnership.

To the extent possible, newly hired staff will be furnished with training session materials as part of their onboarding materials.

Section 3. Performance Reviews & Equity Practices

The National Partnership will work with the Union to consider how annual performance reviews can acknowledge actions a National Partnership employee has taken throughout the year that further the National Partnership's priorities around equity and inclusion. The annual review process will include setting and reviewing goals related to DEIA.

Section 4. Data and Reporting

On an annual basis, upon request, the National Partnership will provide the Union with existing data related to turnover and retention to identify any disparities related to race, gender, or other

marginalized identities (aggregated sufficiently to protect individual privacy). The Union may review the onboarding process and make recommendations in order to support the retention of people who are members of protected classes (as defined in the Preamble).

Article XII. Safe and Equitable Working Conditions

Section 1. A Healthy and Safe Workplace

The National Partnership is committed to providing a safe and healthy workplace for all employees, including but not limited to the provision of adequate working space, lighting, and ventilation.

Employees working in the National Partnership's office will have access to workstations with adequate, ergonomic desk space, seating, and peripheral devices;¹ secure locker space for storage of personal items; private lactation / wellness rooms; accessible restrooms; and a gender-neutral accessible restroom.

If an employee reasonably believes that there are health or safety conditions which do not allow the employee to work without threat to their personal health or safety, the employee will notify the Chief Operating Officer, who will work to identify and investigate the issue and will respond to the concern as soon as possible if a safety or health issue is found. The employee may request an interim work arrangement from the National Partnership during an investigation. The employee may also request subsequent remediation if the working condition is found to be unsafe.

Section 2. Workplace Infection Control and Health and Safety

Workplace transmission due to presenteeism (presence at work while sick) is a significant contributor to the spread of infectious illnesses (including but not limited to COVID-19 and influenza), even when symptoms are mild. Management commits to incorporating ongoing OSHA, CDC, WHO, and other relevant and reputable scientific guidance which may be provided by the Union, to shape workplace policies around health and safety. The National Partnership and the Union jointly commit to fostering a workplace culture and policies that discourage presenteeism and employees are encouraged to work remotely when ill or likely to be infectious. (See Article XIV. Work Hours and Locations and Article XVII. Leave for provisions related to telecommuting and sick leave, respectively.) To this end, it will be within the scope of the Labor Management Committee to engage in ongoing review of policies for health and safety in the office.

At the time this Agreement is adopted, the in-office health and safety protocols in effect as of the January 1, 2024 Hybrid Office Policy shall be regarded as the status quo.

Section 3. Emergency Situations and Threats to Health or Safety

An emergency shall be defined as a disruption that poses a threat to public health, safety, or the environment (including but not limited to natural disasters, pandemics, or civil disturbances). In the event of an emergency, the National Partnership has an obligation to address the immediate safety of staff. If an emergency situation occurs, all staff will be notified as soon as possible. If a

¹ The National Partnership has currently standardized on the Microsoft Surface line of laptops and upgrades laptops on a regular refresh cycle to keep up to date as budget allows. Current peripheral devices may include keyboard, mouse, laptop docking station, and 22" Samsung HD monitor. The National Partnership reserves the right to make changes to the specs or refresh cycle of laptops and/or peripherals as organizational or budget needs change. Some positions may have needs for additional specs or equipment determined by their job responsibilities.

disruption causes the National Partnership Offices to be closed, employees will work remotely until the offices are reopened and employees may resume their hybrid schedules. If there is an emergency disruption that affects the ability to work remotely, the National Partnership will coordinate with the Union and negotiate the impact of the change in working conditions caused by the emergency, if such impact is not otherwise addressed in this Agreement. As required, the National Partnership will notice and negotiate the impact and implementation of working conditions upon reopening.

Article XIII. Discrimination and Harassment

Section 1. Nondiscrimination

The National Partnership prohibits discrimination, harassment, and workplace bullying of all forms. See Preamble for the definition of protected groups and classes of people for the purposes of this agreement.

It is a violation of this article to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; and/or to use discriminatory evaluative standards in employment and/or salary determinations if the basis of that discriminatory treatment is, in whole or in part, on the basis of an employee's protected characteristic(s), as described in the Preamble.

The National Partnership agrees that they comply with all federal, state, and local government laws and regulations concerning equal employment opportunities and thus does not discriminate against any protected class. Employees who believe they have experienced conduct which violates this Article may file a grievance pursuant to Article IX or may file a complaint pursuant to the National Partnership's organization-wide nondiscrimination policy and complaint procedure available to all employees. In the event that any protected characteristic listed in the Preamble is removed from any provision of applicable law at any point during the term of this Agreement, the National Partnership and the Union shall continue to comply with such law as in effect on the date of this Agreement.

Nothing in this Article or Agreement shall preclude an Employee from exercising any available statutory rights to seek redress for discrimination, including the right to file a complaint with a governmental entity. In the event that the Union or a Bargaining Unit member wishes to pursue such a claim under an applicable law, it is the Employee's responsibility to do so within the applicable statute of limitations.

Section 2. Accommodations

The National Partnership shall make reasonable accommodations for qualified individuals with disabilities unless doing so would result in an undue hardship as defined by the Americans with Disabilities Act (ADA); shall make reasonable accommodations for qualified individuals affected by pregnancy, childbirth, or related medical conditions, unless doing so would result in an undue hardship as defined by the Pregnant Workers Fairness Act (PWFA); and shall make accommodations for individuals' sincerely held religious observance, practice, or belief if doing so would not impose an undue hardship as defined by Title VII of the Civil Rights Act of 1964. This policy covers all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Section 3. Harassment

The National Partnership affirms its commitment to maintaining a workplace atmosphere free from harassment and bullying in all forms, including but not limited to, any protected characteristic as defined in the Preamble, and agrees that such harassment by or against any employee will not be condoned.

Any form of harassment in the workplace or related to the workplace, either in person or through some other media (e.g., email, voicemail) by any employee is prohibited. Such behavior includes, but is not limited to, all forms of conduct (verbal, physical, or visual) that can be

considered discriminatory, harassing, coercive, or disruptive, including sexual harassment. Behaviors that contribute to a hostile, humiliating, or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated.

Enduring hostile working environment harassment or quid-pro-quo harassment shall not be a term or condition of employment and are not condoned, either explicitly or implicitly. An employee's submission to or rejection of harassment will not be used as a factor in any decisions affecting the employee's ability to obtain employment, promotion, awards, training, or other job benefits.

Any Bargaining Unit employee alleging harassment — committed by a staff member, fellow, intern, board member, contractor, consultant, donor, volunteer, or third party guest — either in the workplace or related to the workplace should promptly report it pursuant to the National Partnership's organization-wide policy and complaint procedure, as established in the Respectful Workplace Policy. Employees are encouraged to report all instances of harassment regardless of when they occurred. If an employee is threatened by any other employee, contractor, or visitor, or if they otherwise fear for their physical safety at any work location, they should report it to the COO, Chief of Staff, VP of DEIA, HR, or other Vice President as soon as possible.

If it is determined that a Bargaining Unit member has engaged in harassment, discrimination, or other threatening conduct, the National Partnership will take effective remedial action commensurate with the severity of the offense, as outlined in Article VIII, Just Cause and Disciplinary and Discharge Procedures.

Retaliation, reprisals, threats or suggestions of reprisals against any employee who reports discrimination, harassment, or threatening conduct, or who cooperates in the investigation of discrimination, harassment, or threatening conduct, are strictly prohibited.

Should management seek to change the Respectful Workplace Policy, it will negotiate the impact and implementation with the Union.

Section 4. Respectful Communication and Protected Workplace Speech

The National Partnership has adopted a policy to encourage respectful conduct and communication in the workplace; however, no such policy shall be construed to limit employees' rights under the National Labor Relations Act to discuss matters affecting their working conditions during or outside of work hours.

Section 5. Contractors and Third Parties

When within the National Partnership's control, the National Partnership shall include provisions in all personal service contracts with consultants or third parties entered into after the effective date of this Agreement, stating that it shall be grounds for immediate termination of their contract if they engage in harassment, discrimination, or other threatening conduct, as defined in this Article, toward any National Partnership employee. When contract language is outside of the National Partnership's control, in the event of harassment, discrimination, or threatening conduct from third parties against Bargaining Unit members, the National Partnership will investigate and consult with the Union on an appropriate remedy.

Article XIV. Work Hours and Locations

Section 1. Hours of Work

Work Week: The workweek for the National Partnership for Women & Families, for the purposes of calculating payroll, is Monday 12:01 a.m. through Sunday midnight Eastern time.

Working Hours: The normal work week for regular full-time exempt employees consists of thirty-seven and a half (37.5) working hours.

Fridays before National Partnership Holidays: The day before an organizational holiday (see Article XVII: Leave), is regarded as an early office closure and the normal workday consists of four (4) working hours, typically from 9:00 am to 1:00 pm Eastern time, and three and a half (3.5) hours of administrative leave.

Administrative Leave: The National Partnership shall have the discretion to provide additional administrative leave for holidays, care weeks, or other occasions.

Section 2. Work Communication

The National Partnership and the Union acknowledge the importance of employees being able to have work-life balance and that being required to check email or phones during off-hours can impede the ability for employees to strike that balance. Generally, the hours before 8:30 am or after 6:30 pm ET, personal-time-off, weekends or other designated days of rest (e.g. other days as designated in flexible schedules), and National Partnership holidays are considered “off-hours.”

Employees within the Bargaining Unit are generally not expected to regularly check their email or phones off-hours, but it is understood that given NPWF’s mission and the need to be responsive to cultural, policy, and legal moments outside of its control, the demands of the job may require doing so. Department VPs will develop practices that take into account the demands on their teams, especially for rapid-response situations. In the case of foreseen situations, if a response is required off-hours, supervisors must explicitly state that expectation and the rationale for the need for off-hours responses. Supervisors should work to provide as much advance notice as possible of any need to work off-hours. Employees will not be disciplined for failing to respond to off-hour communications unless there is an explicit expectation or responsibility that requires responsiveness.

Employees who feel they experience a pattern of excessive or intrusive off-hour communications are encouraged to raise it directly with their supervisor, their team’s Vice President, or HR.

Section 3. Make-Up Hours Adjustment

As noted above, due to NPWF's mission and the need to be responsive to cultural, policy, and legal moments outside of its control, the demands of the job may occasionally require working outside regular work hours. Employees are eligible to adjust their work hours if they are required by a manager or supervisor to work beyond their scheduled hours. In this situation, the National Partnership will provide the employee one hour off for each hour actually worked over thirty seven and a half (37.5) hours per week. This also applies to work hours performed on weekends, holidays, or during office closures. Records of excess hours and make-up hours taken will be kept by each employee and their manager. The National Partnership encourages a healthy work-life balance and employees are encouraged to make up excess hours within one month, and make-up hours expire after two months of accrual.

Section 4. Overtime Policy

In the event that an employee's base pay is under a threshold set by local, state, or federal law, they shall be designated a non-exempt, hourly employee and they shall be paid based on hours worked, including one and a half times pay for all hours over 40 per week, in accordance with relevant local, state and federal law. Employees may not work overtime without prior approval from their supervisors who will ensure that the overtime is duly budgeted.

Section 5. Flexible Work Schedule

In conforming with the National Partnership's values, Bargaining Unit employees will have flexible time within the week, and may choose to complete their work hours by working different amounts of hours per day and at different times within a week (i.e., they are not required to work the same hours every day), in consultation with their manager so long as a majority of those hours are between Monday through Friday, 9 a.m. - 6 p.m. ET. An employee may request a schedule outside those parameters, including on a temporary basis, and their manager will consider such a request if it does not unduly burden National Partnership operations; managers are particularly encouraged to consider requests related to an employee's health or caregiving needs. Bargaining Unit employees will still be expected to attend team, all-staff, and important meetings relevant to their roles. The National Partnership must entertain all reasonable requests for flexible work schedules.

Section 6. Telecommuting/Hybrid In-Office Schedules and Remote Work

In general, Bargaining Unit members are eligible for a hybrid schedule. A hybrid schedule typically entails a minimum of four (4) days per month working in the physical National Partnership office location at 1725 Eye St., NW. A position may require work-related travel or additional days in-office if there is a reasonable need to be in the office to successfully perform those duties and a remote option would be less effective or based upon the position description. In general, staff members may work from their preferred location for the remaining days, within the United States.

Article XV. Job Classifications and Salaries

Section 1. Job Classifications and Minimum Salaries

All positions within the Bargaining Unit will have a job title, job description, and corresponding job classification as described below. The minimum salaries for all Bargaining Unit positions will be those listed in Appendix 1, Compensation Chart.

The starting salary of any new employee hired into a Bargaining Unit position will be set based on the position's level within the Compensation Chart and the years of experience step associated with the employee's experience, skills, qualifications, and/or other relevant factors according to clear criteria specified in written policy and applied uniformly within job types (see Appendix 2, Experience Criteria). The National Partnership will not ask for or rely on an employee's salary history from prior employment to set their salary at the National Partnership.

The minimum salaries for Bargaining Unit positions listed are effective at the time of signing this Agreement, and will be updated for current Bargaining Unit members based on the Annual Salary Adjustments described in Section 4, below.

Section 2. Career Ladders

In reference to Appendix 1, certain positions at the National Partnership will have "career ladders," which will give employees concrete steps that they can take to work toward advancement within the organization, corresponding to the positions within the roles and levels listed in Appendix 1.

An employee in a career ladder position may, at the National Partnership's discretion, be promoted to the next higher job classification, based on performance, experience, education, training, improved skills, increased job knowledge, and/or organizational need. An employee in a career ladder position who is not at the top of the career ladder and has not been promoted for a period of three (3) years may request, and will be provided, an explanation of the reasons why they have not been promoted including any performance goals, if met, that could make them eligible for promotion.

Section 3. Temporary Assignments & Promotions

Additional Temporary Additional Responsibilities

When any work is assigned to an employee, at the request of management for any reason, that goes beyond the duties and responsibilities of their job description for more than one (1) month and comprises twenty (20) percent or more of the employee's job responsibilities for that period, there will be a meeting between that employee and the manager assigning the work to execute an assignment timeline, which will determine start and end dates for the assignment and fraction of work-time dedicated to the assignment, along with any additional compensation for taking on these extra duties (see below for employees taking on higher classification work). This meeting should take place when, or as soon as practicable after, the additional work is assigned, when it is anticipated or foreseeable that the work will last more than one (1) month. If such additional work was not initially anticipated to last more than one (1) month but extends past that duration, this meeting should take place as soon as practicable after the extended duration is known, and any additional compensation will apply to the duration of the temporary assignment.

The amount of additional pay will be a percentage of the employee's existing salary, ranging from 10-20 percent based on the pay level of the responsibilities being performed, and the amount of time the employee spends on the additional duties. The specific salary percentage will be agreed upon by the employee, the employee's manager, and the person who manages the NP compensation program. If the temporary position, or the position to which extra duties are normally assigned, is within the Bargaining Unit, the employee may request union representation in compensation discussions.

Interim Roles

Employees who are temporarily appointed to a higher-level interim role that requires them to take on more than 50 percent of the job assignments and responsibilities of a higher classification for more than one (1) month will either be paid at the salary level for that role, commensurate with the NP compensation program's step level for that role and the employee's experience, or will receive a 20 percent increase to their current salary, for the period of this temporary assignment, whichever total salary amount is greater. The employee will also be assured the right to return to their same position or a position of an equivalent level to the one they previously occupied.

Section 4. Annual Salary Adjustments

For the duration of this agreement, each employee will be paid a salary based on their job title and total years of relevant work experience according to the Compensation Chart in Appendix 1. At the start of each fiscal year, NPWF shall increase base salaries for all Bargaining Unit employees by three (3) percent.

Section 5. Promotion Increases

When the National Partnership promotes an employee to the next higher Job Classification, the employee will receive a salary increase in the amount necessary to at least move the employee to the higher of: the minimum salary for the position set forth in this Article, or the employee's salary within the Compensation Chart as adjusted by the Experience Criteria.

Section 6. Uniform Application of Experience Criteria

The National Partnership shall uniformly apply Experience Criteria (see Appendix 2) across positions of the same classification and role type. In the event that an employee has concerns about the uniformity of the application of Experience Criteria, the employee may raise this concern to HR, and HR shall investigate the concern. Employees concerned about the uniform application of experience criteria are encouraged to raise such a concern as soon as it arises.

Article XVI. Insurance and Other Benefits

Section 1. Health, Dental and Vision Insurance

The National Partnership shall use best efforts to retain the same or substantially similar, health, dental and vision insurance policies in effect as of the date this contract goes into effect. The National Partnership is to cover ninety-five (95) percent of the premium for the health insurance reference plan for Bargaining Unit members and seventy-five (75) percent of the premium for dependents. The National Partnership is to cover ninety (90) percent of the premium for dental and vision coverage for Bargaining Unit members and seventy-five (75) percent of the premium for dependents. Specific coverage for employees and dependents is governed by the terms, conditions and restrictions set forth in the controlling insurance policies and benefit plan documents, which shall take precedence over any summary plan description or other descriptions.

The National Partnership agrees to keep the Union apprised of all potential health insurance changes from the organization's health insurance broker. If a change is necessary, the National Partnership shall inform the Union as soon as possible and negotiate the impact of such a change on the Bargaining Unit.

Section 2. Life and Accidental Death and Dismemberment Insurance

The National Partnership shall provide a life and accidental death and dismemberment insurance policy to all regular full-time and part-time employees. Monthly premiums are fully paid by the National Partnership up to the standard amount. Employees have the option of purchasing additional life insurance in excess of the provided policy at their cost. A copy of the policy's statement of benefits and limitations shall be made available to all employees. Specific coverage is governed by the terms, conditions and restrictions set forth in the controlling insurance policies and benefit plan documents, which shall take precedence over any summary plan description or other descriptions. If a change to coverage is necessary due to a change in the terms or conditions of the insurer's policy, the National Partnership shall inform the union and negotiate the impact of such change.

Section 3. Long-Term Disability Insurance

The National Partnership shall provide a long-term disability insurance plan to all regular full-time and part-time employees. Specific coverage is governed by the terms, conditions and restrictions set forth in the controlling insurance policies and benefit plan documents, which shall take precedence over any summary plan description or other descriptions. If a change to coverage is necessary due to a change in the terms or conditions of the insurer's policy, the National Partnership shall inform the union and negotiate the impact of such change.

Section 4. Retirement Plan

The National Partnership shall continue sponsoring the 403(b) plans in place as of the date this contract goes into effect and new employees shall be eligible to enroll in a plan upon starting employment in compliance with the controlling policies and plan documents. The terms, conditions and restrictions set forth in such controlling plan documents shall take precedence over any summary plan description or other descriptions.

The National Partnership shall continue sponsoring the Simplified Employee Pension IRA (SEP-IRA) plan that was in force as of the date this contract goes into effect. For each eligible Unit

member, the National Partnership shall make a contribution as approved by the Board of Directors, of no less than six (6) percent of their salary each plan year. Specifics of the plan are governed by the terms, conditions and restrictions set forth in the controlling benefit plan documents, which shall take precedence over any summary plan description or other descriptions.

Section 5. Travel Policies

Travel Reimbursement: The National Partnership will reimburse Bargaining Unit members for all reasonable travel and other incidental expenses incurred during normal business travel, subject to the limitations defined in the National Partnership Travel Expense and Reimbursement Policy.

High Travel Expenses: In the event an employee expects to incur costs totaling more than one hundred dollars (\$100), where possible the National Partnership will provide the employee the option of a method of management's choosing to pay travel expenses ahead of time, in addition to reimbursing expenses after the fact, to mitigate the financial burden.

Travel Accommodations: The National Partnership shall not require employees to share a room.

Section 6. Work-Related Expense Stipends

Regardless of remote or in-office schedule, the National Partnership will supply each Unit member with a laptop computer and, upon request, peripheral devices (such as mouse, keyboard, and additional monitor; see Article XII) adequate to complete their job duties remotely.

Employee laptops are used for both in-office and remote work and must be carried by the employee between remote work location and the office, unless an employee requires specific accommodations pursuant to Article XIII: Discrimination and Harassment, Section 2: Accommodations.

New employees will receive a \$500 reimbursement allowance for office supplies during their first year of employment and in subsequent years employees will receive a \$250 reimbursement allowance for office supplies. To receive reimbursement, the employee must submit copies of relevant receipts through the appropriate system. Should Management make any changes related to reimbursement allowances, Management must negotiate the impacts with the Union. All Employer-provided equipment is the property of the National Partnership, and Management may request return of such equipment when an employee leaves the organization.

Section 7. Reimbursement Process

For other expenses incurred for work, the National Partnership will reimburse the employee for permitted expenses within two pay cycles after the request and any required documentation are submitted. Reimbursements will be processed via direct deposit to ensure timely delivery.

Section 8. Pre-Tax Transportation Benefit

The National Partnership will maintain a pre-tax transportation plan to enable employees the option to pay for commuting related expenses with pre-tax dollars up to the prevailing federal limit under this program, which is subject to change annually, per IRS regulations. The National Partnership shall comply with all DC Commuter Benefits Law requirements.

Section 9. Flexible spending accounts and other benefits

The National Partnership will maintain a pre-tax healthcare flexible spending account (FSA) and a dependent care flexible spending account to enable employees the option to pay for out-of-pocket healthcare or dependent care expenses with pre-tax dollars up to the prevailing federal limit under this program, which is subject to change annually, per IRS regulations. The National Partnership will continue to contribute \$250 to each employee who enrolls in the healthcare FSA and contributes at least \$50 annually.

Article XVII. Leave

Section 1. Flexible Paid Leave

In keeping with the National Partnership's commitment to creating a work environment and culture that supports and values employees' diverse needs for time away from work, and recognizing that a flexible and innovative leave policy aids recruitment and retention, Bargaining Unit members will have access to flexible paid leave. The National Partnership will forgo a banking or accrual system with a specific number of hours of leave available per year. Eligible employees are able to take leave when they require it for any purpose, including, but not limited to, sick and safe leave; vacation leave; bereavement leave; jury duty leave; religious holidays; small necessities and personal leave; mental health days; emergencies; and paid family and medical leave (see below for interaction with DC Paid Family and Medical Leave). The Flexible Leave policy does not apply when another policy applies to the employee's leave time. There is no accrual of time off under the flexible leave policy and there is no payout value upon termination of employment with open leave.

In general, where the need for leave is foreseeable, leave requests should be submitted at least ten (10) business days in advance. Managers shall make every effort to respond to leave requests within three (3) business days from the time of submission. If a leave request is denied, supervisors will provide a written explanation for why the request was denied and work with the employee to determine alternate dates. Managers shall make good faith efforts to schedule and accommodate employees' leave requests, including requests to use leave a reasonable time soon after a period of high demand or intense work.

Where the need for leave is not foreseeable, the employee should give notice to their supervisor before the start of their work day, or as soon as practicable thereafter. The employee should also enter their request into the payroll portal as soon as is practicable, and if possible before the close of timesheet submission for the payroll period during which leave was taken.

Where the leave is foreseeable, the employee must work with their supervisor before departing on leave to develop a plan to facilitate the continuation of work during the employee's absence.

Bargaining Unit members are generally expected to take a minimum of 20 days off throughout the year for purposes generally associated with vacation leave. An employee who submits a request for leave (other than for reasons described under Section 2) longer than ten (10) consecutive business days (or longer than five (5) consecutive business days for employees who have not yet completed three (3) months of employment) will discuss with their manager the impact, if any, the requested leave will on the team and employee's work.

Except for those on protected leave (see Section 2 of this Article), if an eligible employee is unable to meet all established goals and job requirements despite absences, the National Partnership reserves the right to deny leave requests. Further, if gross abuse of this leave is observed, disciplinary action may be taken pursuant to Article VII, which may include termination of employment.

Additional procedures and guidelines for leave requests, by reason for leave, are as follows:

Section 2. Protected Leave

“Family member” for the purposes of protected sick and safe leave and paid family leave includes the following: the employee’s spouse; domestic partner; parents; parents of an employee’s spouse or domestic partner; grandparents; children (including foster and grandchildren); spouses and domestic partners of children; siblings; spouses and domestic partners of siblings; a child who lives with the employee and for whom the employee permanently assumes and discharges parental responsibility; a person with whom the employee shares or has shared, for at least twelve (12) months, a mutual residence and with whom the employee maintains a committed relationship; and any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, including chosen family.

Paid Sick and Safe Leave.

Sick and safe leave refers to leave taken for any purposes listed in DC’s Accrued Sick and Safe Leave Law: to recover from their own physical or mental illness, injury or medical condition; to obtain medical diagnosis or care or preventive medical care for themselves; or to care for a family member with a physical or mental illness, injury or medical condition or who is obtaining medical diagnosis or care or preventive medical care. In addition, sick and safe leave may be used if the employee or employee’s family member is a victim of stalking, domestic violence, or sexual abuse, provided the absence is directly related to social or legal services to: seek medical attention to recover from physical or psychological injury or disability; seek services from a victim services organization; seek psychological or other counseling; temporarily or permanently relocate; take legal action; or take other actions to enhance the physical, psychological or economic health or safety of the employee or of the employee’s family member. Sick and safe leave may also be taken for travel to obtain care for oneself or a family member, including abortion care.

The National Partnership may require reasonable documentation of the need for sick or safe leaves lasting more than five (5) consecutive days, to be provided to Human Resources within fifteen (15) calendar days after the employee returns to work. Documentation does not need to include details of the medical condition or stalking, domestic violence or sexual abuse for which leave was taken.

Family and Medical Leave Act and D.C. Family and Medical Leave.

The National Partnership is covered by and complies with the District of Columbia Family and Medical Leave Act (the “DC FMLA”). According to the DC FMLA, an employee with one year of consecutive service who has worked one thousand (1,000) hours during the twelve (12) months prior to requesting leave is entitled to up to sixteen (16) weeks of unpaid family leave in a twenty-four (24) month period and up to sixteen (16) weeks of unpaid medical leave in a twenty-four (24) month period. Employees using leave under the DC FMLA have the right to reinstatement to the same or an equivalent position upon return from family or medical leave.

The National Partnership also complies with the federal Family and Medical Leave Act (“the FMLA”). According to the FMLA, an employee who has worked for the National Partnership for at least one year and for at least one thousand two hundred and fifty (1,250) hours in the twelve (12) months prior to requesting leave is entitled to up to twelve (12) weeks of unpaid, job protected family and/or medical leave over a twelve (12) month period.

The period used to calculate eligibility for DC, Federal, and National Partnership family and medical leave will be on a rolling basis, beginning with the first day of needed leave. Subject to applicable law, paid leave under this section shall run concurrently with any applicable paid or

unpaid leave prescribed by federal, state, or local laws, including any public paid leave benefit programs.

Paid Family and Medical Leave.

For Bargaining Unit members who have been employed for at least 90 days, the National Partnership shall provide Bargaining Unit members with up to sixteen (16) weeks of paid family and/or medical leave in a twelve (12) month period for any of the following qualifying conditions:

- Own serious illness, injury or disability, including conditions related to pregnancy, childbirth, miscarriage or stillbirth;
- Care for a family member's serious illness, injury or disability;
- Bonding with the employee's newborn, newly adopted or newly fostered child;
- Military caregiving, as described in the FMLA.

Paid Family and Medical Leave may be taken intermittently or as part of a reduced-time schedule.

Employees who are not eligible for DC Paid Family Leave or other public paid leave program benefits, DC FMLA or FMLA may be asked to complete equivalent documentation certifying their need for leave.

Employees who have not yet completed 90 days of employment may be eligible to work an alternative work schedule to accommodate their family or medical needs if it allows for the essential duties of the role to still be completed and/or may be provided with paid family leave, at Management's discretion. Such an employee who experiences one of the qualifying conditions listed above is encouraged to contact their supervisor as soon as practicable after learning about their need for family or medical leave to discuss accommodations.

Subject to applicable law, paid leave under this section shall run concurrently with any applicable paid or unpaid leave prescribed by federal, state, or local laws, including any public paid leave benefit programs. NPWF's paid family and medical leave benefit will be offset by the value of all available benefits provided by DC's Paid Leave program or other applicable paid leave public benefit, and eligible employees must submit an application for all such available paid leave benefits as a condition of receiving NPWF's paid family and medical leave. Employees must share information about the timing of receipt of public paid leave benefits with HR, and to the extent possible, the National Partnership will delay pay adjustments to payroll periods after the employee receives such benefits. Employees using DC Paid Leave or other paid leave public benefits have the right to reinstatement to the same or an equivalent position upon return from family or medical leave. The combined total of benefits from all sources shall not exceed more than one hundred (100) percent of the Employee's regular pay. Employees must provide documentation as requested by HR to verify eligibility.

Any payment for medical leave provided to an employee as described in this policy statement shall cease to be provided if and at such time as the employee becomes eligible to receive benefits under the National Partnership's Long Term Disability Insurance Plan.

Leave Under the Americans with Disabilities Act.

The National Partnership must make exceptions to their policies, including leave policies, in order to provide a reasonable accommodation to a qualified employee with a disability, unless the National Partnership can show that doing so will cause an undue hardship. Leave under the Americans with Disabilities Act (ADA) may extend beyond what is guaranteed under FMLA, DC

Paid Leave, DC's Accrued Sick and Safe Leave Law, and other relevant DC and federal laws.

Bereavement Leave.

Employees may take, as protected leave, up to two weeks, of paid bereavement leave due to the death of a family member in a twelve (12) month period.

An employee who needs additional time to address needs related to bereavement (including but not limited to making financial or legal arrangements, addressing mental or physical health or family caregiving needs, attending to religious obligations, or related travel) should notify their supervisor as soon as is practicable. The supervisor shall consider this request and, whenever feasible, develop a plan to manage time-sensitive work tasks to accommodate additional needs for bereavement leave.

Jury Duty Leave.

Employees shall receive paid leave while reporting for jury duty. Payment for jury duty leave will be offset by the amount of any jury duty payment provided to the employee. Employees should provide notice to their supervisor and HR upon receiving a summons and/or date for their jury service. Employees may be asked to provide proof of jury attendance. As per federal and DC law, employees shall not be penalized for time taken off for jury service.

Religious Holidays.

Employees may take paid leave for religious holidays. Employees shall not be penalized or retaliated against for taking paid leave for religious holidays in accordance with their own religious observance and practice, consistent with state and federal laws.

Military Leave.

Federal law provides for fifteen (15) days per fiscal year for active duty, active duty training, and inactive duty training in the National Guard or as a Reserve of the Armed Forces. An employee can carry over a maximum of fifteen (15) days into the next fiscal year.

Federal law provides for military caregiver leave up to a total of 26 workweeks of unpaid leave during a single 12-month period to take care of a military relative if they have a qualifying serious injury or illness.

Section 3. Holidays

The National Partnership observes the following organizational holidays. These holidays are regarded as office closures, and the relevant provisions for work hours apply.

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Veterans Day
- Indigenous Peoples' Day
- Thanksgiving Day and the Friday immediately following
- December 24th, December 25th, and all week days in between December 25th and New Year's Day

Any holiday that falls on a Saturday will be observed the day before on Friday, and any holiday that falls on a Sunday will be observed the day after on Monday.

If the National Partnership opts to provide additional office closure holidays or weeks, staff will be provided as much advance notice as feasible for such closures to allow for needed adjustments to project timelines and other work duties.

Section 4. Inclement Weather and Disruptions Policy

In the event public schools are closed or delayed due to inclement weather, affected employees will have the option to work remotely, take leave, or with their manager's approval set an alternative work schedule. If employees have difficulty getting to the office due to inclement weather, public transit closures, or other disruptions to usual transportation or child or family care, employees will have the option to work remotely or take leave (see Hybrid Policy in Article XIV, Work Hours and Locations).

In the event of inclement weather, the National Partnership will follow, at a minimum, the federal government's Office of Personnel Management in determining whether the office will be open. The National Partnership has additional discretion to close the office for inclement weather to telecommuting employees, recognizing that weather-related and other disruptions often also impact the life and care responsibilities of telecommuting workers.

For individual disruptions or office closures, employees should communicate with their managers as soon as is practicable about the disruption and how to manage essential or time-sensitive job duties.

Section 5. Retaliation

Retaliation against an employee for requesting or taking protected paid leave under the National Partnership flexible leave policy is prohibited. Any complaint alleging such violation may be filed with HR, the employee's manager, or any member of the executive team.

Article XVIII. No Strike, No Lockout

Neither the Union nor any Employee shall induce, engage in, or condone any strike, slowdown, or stoppage of work at the National Partnership during the term of this Agreement. National Partnership shall not lock out its Employees during the term of this Agreement.

Bargaining Unit employees shall not be disciplined for refusal to cross another union's duly authorized picket line, either at the National Partnership's premises or any location where the National Partnership may conduct its business offsite. If such an instance occurs with respect to a picket line at a physical location, the employee will be expected to work remotely to complete their assignments to the extent possible without crossing the picket line.

Article XIX. Management Rights

Section 1. List of Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights and functions are retained by and vested exclusively in the National Partnership. Such Management Rights include, but are not limited to, the following:

- Setting the programmatic direction of the organization;
- Determining the mission and budget of the organization;
- Determining the number of employees to employ and hiring employees, determining their qualifications, and assigning and directing their work;
- Determining the number, location and operation of departments and all other units of the National Partnership;
- Maintaining the efficiency of the organization including determining the methods, means, personnel and facilities by which operations are conducted;
- Setting standards of productivity and/or services to be rendered, notwithstanding state or federal protections;
- Controlling and regulating the use of facilities, equipment, and other property of the National Partnership;
- Introducing and implementing new or improved research, service, materials, and equipment;
- Reprimanding, suspending, discharging, or otherwise disciplining Employees for just cause consistent with this Agreement;
- Promoting, transferring, assigning, demoting for just cause, laying employees off, recalling employees to work in positions within the organization

Section 2. Reservation of Rights

The Parties recognize and acknowledge that the National Partnership reserves and retains all management rights and prerogatives not expressly limited or modified by a specific provision of this Agreement. The National Partnership's exercise of or failure to exercise any management right, prerogative, or function in any given circumstances shall not be deemed a waiver, limitation, or modification of the National Partnership's management rights and prerogatives.

Section 3. Conflicting Policies

If any National Partnership policy is inconsistent with this Agreement, the Agreement will take precedence with respect to employees and a note to that effect will be included in such inconsistent policy upon ratification of this Agreement until the policy has been updated.

Article XX. Duration of Agreement

This Agreement shall take effect as of September 20, 2024 ("the Effective Date") and remain in effect until midnight on September 20, 2027. Either party may serve written notice on the other party at least ninety (90) days prior to the End Date of a desire to extend, amend, or modify this Agreement.

**Nonprofit Professional Employees Union,
IFPTE Local 70, AFL-CIO**

Amy Chin-Lai

Amy Chin- Lai, President

10 / 07 / 2024

Date

**National Partnership for
Women & Families**

Jocelyn C. Frye

Jocelyn Frye, President

10 / 07 / 2024

Date

Appendix 1. Compensation Chart

Job Group	Role	Step 1	Step 2	Step 3	Step 4	Step 5
Junior Staff	Assistant	\$57,150	\$57,994	\$58,838	\$59,683	\$60,527
		0 <> 1 yrs	N/A	1 <> 2 yrs	N/A	2+ yrs
	Associate	\$62,215	\$63,689	\$65,162	\$66,636	\$68,110
		1 <> 2 yrs	2 <> 3 yrs	3 <> 4 yrs	4 <> 5 yrs	5+ yrs
	Senior Associate	\$66,717	\$68,021	\$69,326	\$70,630	\$71,935
		3 <> 4 yrs	4 <> 5 yrs	5 <> 7 yrs	7 <> 9 yrs	9+ yrs
Mid-Level	Administrator	\$66,717	\$70,979	\$75,240	\$79,502	\$83,763
		5 <> 8 yrs	8 <> 11 yrs	11 <> 14 yrs	9 <> 11 yrs	17+ yrs
	Analyst/Specialist/Manager	\$69,531	\$73,465	\$77,399	\$81,332	\$85,266
		3 <> 5 yrs	5 <> 7 yrs	7 <> 9 yrs	9 <> 11 yrs	12+ yrs
	Policy Counsel	\$75,158	\$80,785	\$86,413	\$92,041	\$97,668
		2 <> 3 yrs	3 <> 4 yrs	4 <> 6 yrs	6 <> 8 yrs	8+ yrs
Senior Staff	Senior Administrator	\$86,414	\$92,910	\$99,406	\$105,902	\$112,398
		7 <> 9 yrs	9 <> 12 yrs	12 <> 16 yrs	16 <> 20 yrs	20+ yrs
	Senior Analyst/Specialist/Manager	\$93,729	\$99,216	\$104,702	\$110,189	\$115,676
		6 <> 9 yrs	9 <> 12 yrs	12 <> 15 yrs	15 <> 20 yrs	20+ yrs
	Senior Policy Counsel	\$102,171	\$109,486	\$116,802	\$124,118	\$131,434
		6 <> 8 yrs	8 <> 10 yrs	10 <> 12 yrs	12 <> 15 yrs	15+ yrs
Directors	Director	\$126,844	\$133,042	\$139,239	\$145,437	\$151,634
		6 <> 9 yrs	9 <> 12 yrs	12 <> 15 yrs	15 <> 20 yrs	20+ yrs

Appendix 2. Experience Criteria

Hiring Committees will choose a candidate for a position based on the candidate's match to the position's necessary qualifications, also known as the "must -haves".

Once a candidate is offered a position, prior work experience is considered in order to decide the starting salary. This compensation will be within the salary range that was posted in the original position description. The salary range will be based on the established compensation grid.

For all non-Executive Team level positions, experience will be applied in the following manner:

100% Credit – for related experience:

- *For all positions:* Prior experience at NPWF; Paid direct service experience related to an NPWF issue area; full-time volunteer work related to an NPWF issue area (such as volunteer work on a grassroots campaign or a transition team).
- *For Policy/Program teams (all roles):* Paid or volunteer full-time experience doing Research; writing and analysis; Data collection and analysis; Applied research; Political, field and/or issue organizing; Outreach; Policy advocacy.
 - *For Policy Counsel positions:* Full-time legal work as an attorney in litigation, advocacy, legislation, policy analysis, or judicial clerkship; Legislative or regulatory drafting or analysis in a non-attorney role; Work as a law professor or instructor related to the issue portfolio; Any other non-attorney work significantly involving legal and legislative research, writing; and analysis related to the issue portfolio.
- *For Communications:* Full time paid experience in communications; public relations; external affairs.
- *For Development:* Full-time paid experience in fundraising/stewardship/solicitation; donor/constituent relationship management; prospect research; event planning/management; political, field and/or issue organizing; Data management; Outreach; Policy advocacy.
- *For Operations:* Administrative support work; data entry; document management; full time work involving application of relevant specific technical expertise (HR, finance, Information technology).
- *For all Assistants and Associates in all departments:* Paid full-time administrative support work (eg scheduling); data entry; document management; Paid or unpaid jobs or internships (more than 30 hours/week) during full time school enrollment or as part of an activity for educational credit or requirements; Full time volunteer work in an unrelated issue area that involves similar work (eg. Doing front desk duties at an animal shelter).

50% Credit – for partially related experience and/or part-time work

- *For Policy/Program teams (all roles):* Part time paid or volunteer experience doing research; writing and analysis; data collection and analysis, applied research; political, field and/or issue organizing, outreach, policy advocacy

- *For Policy positions above Assistant/Associate level* : Full-time paid administrative support work; Data entry; Document/database management;
- *For Policy Counsel positions*: Full-time paid: legal research, writing or analysis not related to the issue portfolio; political, field and/or issue organizing; policy advocacy. Full-time legal work as an attorney in a transactional role. Any law teaching not related to the issue portfolio;
- *For Development positions above Assistant/Associate level*: Full-time paid administrative support work; document or database management; research; writing and analysis; data collection and analysis; applied research; political, field and/or issue organizing; outreach; policy advocacy;
- *For Communications positions above Assistant/Associate level*: Full-time paid experience as a reporter for a news outlet; Full-time paid work doing research; writing and analysis; data collection and analysis; applied research; political, field and/or issue organizing; outreach; policy advocacy. Full-time paid administrative support work; document or database management
- *For Operations*: Full-time paid experience in Outreach, policy advocacy

Level of educational attainment

- For positions where a specific degree is listed as a requirement in the job description, that degree will not be counted as additional related experience (eg. If a JD is a requirement for a Policy Counsel position, then the JD does not count as additional experience for placement within the salary range of that position).
- For positions where a degree is not required, additional education beyond a bachelors' degree will count for additional related experience if that degree is in a related field (eg. an MPP or MPH degree for policy teams, an MBA for operational roles, and PhD in a related social science or humanities discipline for research positions). Those degrees will be given the following experience equivalents:
 - Master's degree: 2 additional year of experience
 - J.D.: 2 additional years of experience
 - PhD: 4 additional years of experience
- Unrelated degrees will count at the following experience equivalents:
 - Master's degree: 1 additional year of experience
 - J.D.: 1 additional years of experience
 - PhD: 2 additional years of experience

Other Skills:

- Additional languages / Bilingual – counts as 1-year additional experience
- Relevant lived experience - eg being a domestic worker, receiving medicaid benefits - subject to consideration of Hiring Manager and VP/COO
 - 1-3 years additional experience

Appendix 3. Voluntary Recognition Agreement

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Appendix 4. List of Bargaining Unit Positions

Bargaining Unit Positions as of [RATIFICATION DATE]

Coalition and Partnerships Manager
Database Manager
Director of Information Technology#
Director, Congressional Relations, Economic Justice
Director, Congressional Relations, Health Justice
Director, Congressional Relations, Reproductive Health
Director, Corporate Social Impact Policies
Diversity, Equity, Inclusion, and Anti-Racism (DEIA) Associate
Economic Justice Policy Associate
Economist
Email Marketing and Advocacy Specialist
Georgetown Legal Fellow*
Health Justice Policy Associate
Huber Equity Fellow for Reproductive Health and Rights*
Policy Analyst
Policy Associate
Policy Counsel for Disability
Policy Counsel, Economic Justice
Senior Communications Associate
Senior Communications Specialist
Senior Development Operations and Outreach Specialist
Senior Digital Communications Specialist
Senior Digital Content Specialist
Senior Manager for Maternal and Infant Health
Senior Operations Associate
Senior Policy Analyst
Senior Policy Analyst for Maternal Health
Senior Policy Analyst for Reproductive Health and Rights

NOTES

The term-limited position(s) designated above with an asterisk () may be included in the Bargaining Unit provided that, and so long as, any Collective Bargaining Agreement (CBA) covering this Bargaining Unit contains appropriate carve-out provisions acceptable to the Employer, including but not limited to provisions explicitly confirming (1) that a term-limited employee's dismissal from employment at the end of their designated term, or their ineligibility for certain benefits, is not a CBA violation and is not arbitrable under the CBAs grievance/arbitration provisions; and (2) that any employment terms and conditions prescribed by the entity sponsoring or funding this position will take precedence over any terms of CBA in the event of a difference.

#Although the person holding this position is a Confidential Employee, they will nonetheless be included in the Bargaining Unit subject to the person signing and abiding by a Confidentiality Agreement prescribed by NPWF Management, and their refraining from participation in the process of collective bargaining unless specifically authorized by Management.

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