

Collective Bargaining Agreement

between

National Women's Law Center

and

Nonprofit Professional Employees Union

International Federation of Professional and

Technical Engineers, Local 70, AFL-CIO

October 7, 2022

Table of Contents

Preamble.....	1
Article I Scope of Agreement.....	1
Article II Union Rights.....	2
Article III Management Rights.....	4
Article IV Joint Labor Management Committee.....	4
Article V Hiring.....	4
Article VI Employment Classifications.....	7
Article VII Job Descriptions and Performance Evaluations.....	9
Article VIII Professional Development.....	10
Article IX Disciplinary Procedures.....	11
Article X Grievance and Arbitration.....	14
Article XI Layoff and Recall.....	15
Article XII Health and Safety.....	17
Article XIII Nondiscrimination.....	18
Article XIV Accommodations.....	19
Article XV Workplace Diversity, Equity and Inclusion.....	20
Article XVI Working Conditions.....	21
Article XVII Work Hours and Location.....	23
Article XVIII Compensation.....	25
Article XIX Leave.....	27
Article XX Benefits.....	32
Article XXI Duration.....	35
Article XXII No Strike, No Lockout.....	35
Article XXIII Totality of Agreement.....	35
Article XXIV Severability.....	35
Appendix A.....	37
Appendix B.....	40
Appendix C.....	42
Appendix D.....	45
Appendix E.....	47
Appendix F.....	49
Appendix G.....	51

PREAMBLE

This Collective Bargaining Agreement is made as of the 7th of October, 2022 by and between the National Women's Law Center (hereinafter referred to as the "Employer" or "NWLC") and the Nonprofit Professional Employees Union (NPEU) Local 70 of the International Federation of Professional and Technical Engineers, AFL-CIO (hereinafter referred to as "NPEU or the "Union"), each a "Party" and together the "Parties."

**ARTICLE I.
SCOPE OF AGREEMENT**

1. This Agreement covers the following Bargaining Unit of employees for which the Union was voluntarily recognized, effective April 22, 2020, as the exclusive collective bargaining representative:

The Employer's full-time (i.e., working at least 37.5 hours a week) and regular part-time (i.e., working at least 20 hours a week) employees, but excluding temporary employees (i.e., hired to work for less than 6 months); interns; and supervisors, managers, confidential employees and guards as defined by the National Labor Relations Act.

Certain NWLC positions in existence on the date of voluntary recognition were included in the Bargaining Unit subject to stipulated conditions. The parties agree that this Agreement contains provisions satisfying the conditions for inclusion of those positions.

A list of current positions (as of TK October 7, 2022) included in this Bargaining Unit is appended to this agreement as Appendix A.

2. NWLC agrees to recognize the Union as the exclusive collective bargaining representative of all employees of NWLC who are within the Bargaining Unit as defined in Section 1, above.

3. Hereinafter, the term "Employee," when used in this Agreement, means a Bargaining Unit employee unless otherwise specified.

4. Hereinafter, the term "days," when used in this Agreement, means calendar days unless "business days" are specified.

5. 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.

COMMITMENT TO EQUITY, DIVERSITY, AND INCLUSION

Both NWLC and the Union are committed to cultivating a workplace culture that enables the staff to thrive and to be treated equitably with dignity and respect. To that end, NWLC will:

- Explore all reasonable means to create the conditions that help employees carry out their responsibilities and succeed in the organization and their careers, including equitable compensation, benefits, and other material supports;
- Provide equal opportunity in employment and prohibit discrimination against any employee or applicant for employment based on any characteristic (or a combination of characteristics) protected by District of Columbia, federal, or other applicable law or otherwise protected in this Agreement or in NWLC's policies;

National Women's Law Center & NPEU Collective Bargaining Agreement

- Engage in outreach and other affirmative measures to assist in recruiting, training, staffing, evaluating, promoting, and retaining qualified individuals who contribute to the diversity of its staff;
- Value the unique perspectives, contributions, and experiences reflected in the diversity of employees;
- Promote transparency in organizational decision-making; and
- Whenever feasible and at management's sole discretion, give preference to contractors and consultants who are unionized and/or who hold the lived experiences and identities of those NWLC centers in its work.

ARTICLE II. UNION RIGHTS

Section 1. Union Security and Dues Checkoff

All Employees have the right to join or not join the union. All Employees 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 Employees must elect their status as either Union member paying Union membership dues or non-member paying the Union service fees. 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. Employees who do not voluntarily elect their status in the time frame outlined above shall obligate NWLC to discharge such Employee upon written notice to such effect by the Union, unless prohibited by state law.

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 Employees in a timely manner. Beginning with the first full pay period following the receipt of an Employee's lawful, voluntary written assignment, and so long as that assignment remains effective under its terms and applicable laws, the Employer shall (a) deduct each pay period from the earnings of such Employee and pay to the Secretary-Treasurer of the Union each month an amount equal to Union fees, dues and assessments, in accordance with the applicable rates (including any amendments thereto) furnished to the Employer by the Union, and (b) provide 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 shall take effect within two (2) weeks after the Union provides written notice to NWLC, or, if there are extenuating circumstances, within four (4) weeks.

The Union shall indemnify and save the Employer 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 Employer in complying with this Article, with the exception of the Employer's unlawful refusal to deduct or remit dues.

Section 2. Union Meetings

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

All Employees shall be permitted to attend one (1) NWLC United membership meeting per month on work time and up to two (2) NPEU general membership meetings per year on work time, provided that the participation of an individual unit member would not unduly interfere with or hinder the progress of NWLC work, as determined by that unit member's supervisor, who shall not unreasonably withhold permission to attend such membership meetings. The Union shall provide reasonable advance notice of these meetings, but not less than five (5) business days prior to the meeting, to the head of Human Resources ("HR").

Section 3. Union Time

Designated Union officers ("Union Officers") and/or Stewards collectively shall be permitted to spend up to 20 hours total per month of work time to perform the Union's legitimate representational duties—such as investigatory and disciplinary meetings, grievance handling, and investigating unfair labor practices ("Union Time"). 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 NWLC with a list of its Stewards. Union Stewards will track their hours in NWLC's timekeeping system using the code designated by NWLC for Union Time, and supervisors will be responsible for approving them.

If the Parties engage in impact bargaining, each member of the Union's bargaining team shall be permitted to attend all bargaining meetings and Union members may collectively spend up to 125 hours per month to prepare for bargaining on work time.

Section 4. Union Acknowledgement

NWLC will recognize the Bargaining Unit's affiliation with the Union by maintaining an acknowledgement of Employees' affiliation on the NWLC website, on all job postings for Bargaining Unit positions, and on NWLC publications and other documents as appropriate.

Section 5. Financial Statements and Major Expenditures

NWLC shall provide the Union with all actual and projected financial information made available for open portions of Board of Directors meetings—including but not limited to income and expenses, balance sheets, and investment portfolios—in a reasonably accessible format two (2) business days before each open Board meeting.

The Union agrees to keep Employer financial information confidential. Unless the Employer agrees in writing or otherwise, information provided with the specific designation "Sensitive and Confidential" may only be shared with bargaining team members, the Parties' legal representatives, the Union bargaining team's non-legal representatives, and Employees. The parties' legal representatives and the Union bargaining team's non-legal representatives are bound by this same obligation of confidentiality upon receiving designated "Sensitive and Confidential" information.

Section 6. Representation and Weingarten Rights

Employees shall have the right to seek assistance from the Union, including when they seek to resolve an issue related to wages, hours, or other terms and conditions of employment. In such situations, the Union will thereafter be provided an opportunity to be present at all related meetings with the Employee and shall be provided with copies of NWLC's written communications to the Employee concerning the issue prior to such meetings. An Employee shall also be informed of their right to receive copies of any written communications to the Employee concerning the issues, which they may share with others, including the Union.

An Employee shall be informed of their right to request Union representation at any meeting with NWLC that is investigative in nature or may lead to discipline or corrective action. If NWLC requests such a meeting, it shall inform the Employee of the nature of the meeting with reasonable time for the Employee to inform their Union representative. Should an Employee initiate their Weingarten rights, NWLC shall refrain from holding such conversations or meetings unless a Union representative is present.

**ARTICLE III.
MANAGEMENT RIGHTS**

Section 1. Reservation of Rights

The Parties recognize and acknowledge that the Employer reserves and retains all management rights and prerogatives not expressly limited or modified by a specific provision of this Agreement. The Employer'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 Employer's management rights and prerogatives.

Section 2. Conflicting Policies

If any Employer 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.

To the extent that NWLC maintains or develops practices that operate like policies, NWLC will endeavor to timely codify such practices.

**ARTICLE IV.
JOINT LABOR MANAGEMENT COMMITTEE**

NWLC and the Union will establish a Labor-Management Committee ("LMC") for the purpose of discussing matters of mutual interest. The LMC will consist of four (4) representatives selected by NWLC and four representatives selected by the Union every twelve (12) months. The Committee will decide on the frequency and length of its meetings but will meet no less than six (6) times a year. Each LMC representative will be allotted work time for meetings, as well as up to five (5) hours each per month for pre-meeting preparation and post-meeting follow-up.

The LMC is intended as an ongoing communication forum that can help maintain constructive labor-management relations and enhance the effectiveness of NWLC staff and management in working together. LMC discussions may include but are not limited to: NWLC's organization-wide policies; operations; programs addressing diversity, equity, and inclusion (DEI); workload; projects; and other issues. At LMC meetings, NWLC will provide updates and solicit input on key strategic issues/questions that management is discussing and of which the Union may be unaware, including notifying and consulting the Union before approving important decisions that have an impact on the terms and conditions of employment and sharing with the Union information about contracts per ARTICLE VI. Employment Classifications Section 3. Contractors.

The LMC shall have no authority to change, supplement, delete or modify any of the terms of this Agreement or to settle grievances arising under this Agreement. Nothing in this Section is intended to alter the Scope of Agreement as defined in ARTICLE I.

Scope of Agreement or limit or restrict Management Rights under ARTICLE III.

Management Rights. The existence of the LMC does not preclude the Union from communicating directly with NWLC management.

**ARTICLE V.
HIRING**

Nothing in this Article limits NWLC's ultimate authority to determine, in its sole discretion, the work and staffing of NWLC, including but not limited to whether or not to create a new position, fill a vacant position, eliminate a position, or continue a given position within the Bargaining Unit. NWLC shall not create new non-Bargaining Unit positions in an effort to erode the Bargaining Unit.

Section 1. Hiring

For each open Bargaining Unit position, NWLC will establish a hiring committee that will help implement candidate selection processes aimed at achieving a demographically diverse and equitable organization. The Union shall have the right to request that Bargaining Unit members serve on the hiring committee and shall make such request within one (1) week of notice of an open Bargaining Unit position.

The hiring committee should include at least the following:

- The direct supervisor for the open position;
- At least one (1) direct report (if applicable);
- At least one (1) person from the team who is in the Bargaining Unit;
- At least one (1) person who is not male and one (1) person who is not white.

Anyone on the hiring committee who has a past or present relationship with an applicant that may impact their impartiality shall disclose such relationship to the hiring committee and the VP overseeing the hiring. The VP will make a determination about whether that person should remain on the hiring committee.

In the interest of equity, NWLC and the Union, through the LMC, will also develop a set of standardized questions that will be used for all open Bargaining Unit positions at NWLC. Each hiring committee will use these questions and may add additional questions that are specific to the team and/or the position to accurately assess applicants for the open position.

Section 2. Newly Created, Discontinuing, and Term-Limited Positions

NWLC will notify the Union at least two (2) weeks in advance of posting a new Bargaining Unit position, eliminating a vacant Bargaining Unit position, or changing an existing Bargaining Unit position to term-limited.

If NWLC chooses to create a new Bargaining Unit position, NWLC, in its sole discretion, will write the position's job description and based on the job description, NWLC will determine the appropriate salary in accordance with the Salary Grid provision of this Agreement (ARTICLE XVIII.

Compensation). NWLC will then provide the two (2) weeks' notice to the Union of the proposed job description, minimum salary, and Union classification for the position, after which the Union may request to meet with NWLC to provide input and raise any questions or concerns.

Section 3. Internal Hiring

At least one (1) week before posting a job announcement to fill a Bargaining Unit position, NWLC will share the posting internally to all Employees, providing a summary of the job description, qualifications, requirements, and minimum salary for the position. Current Employees who meet the job qualifications and submit applications within the one (1) week will have the opportunity to interview for the posted position before NWLC makes a final hiring decision. An Employee's status as a current NWLC employee shall be considered as a positive factor in the hiring process. In making the final hiring decision, NWLC shall give consideration to diversity, equity, and inclusion, including the advancement of Black women and others from historically marginalized groups in the organization.

Section 4. Diversity in Recruiting

When posting and/or advertising open Bargaining Unit positions, NWLC shall circulate job announcements in a manner designed to attract a diverse candidate pool, which may include:

- A variety of organizations and individuals, particularly those with high exposure to historically marginalized communities;
- A variety of educational institutions, including institutions outside of "Ivy League" and "T14" categories, Historically Black Colleges and Universities (HBCUs) and Minority Serving Institutions (MSIs) (such as Hispanic-Serving Institutions (HSIs), Tribal Colleges or Universities (TCUs), Alaskan Native- or Native Hawaiian-Serving Institutions (ANNHIs), and Asian American- and Native American Pacific Islander-Serving Institutions (AANAPISIs)).

Postings for open Bargaining Unit positions shall:

- Use gender-neutral language;
- Include a minimum salary and other details about compensation;
- Include NWLC's standard commitment to equal employment opportunity in hiring;
- Affirmatively state that the position falls within the Union Bargaining Unit; and
- Include the length of any existing probationary period.

NWLC and the Union recognize that term-limited positions, especially fellowships, are an important pathway for people in pursuit of professional interests in line with NWLC's mission. NWLC will continue its commitment to diversity and inclusion for its term-limited and fellowship programs. As such, NWLC will give the Union the opportunity to review NWLC's process for recruiting fellows and make recommendations to NWLC to address obstacles to historically marginalized groups, geographic diversity, and diversity of higher education institutions. NWLC will make good faith efforts to consider these recommendations and address any concerns.

Section 5. Diversity in Hiring

NWLC is committed to diversity and inclusion in hiring and employment. Toward that goal, the following provisions will apply in hiring and recruitment for Bargaining Unit positions:

- NWLC will not seek or rely on salaries from previous employment in setting pay. (See ARTICLE XVIII. Compensation, Section 1.1 Salary Grid Placement)
- NWLC will track the self-identified demographic information for all applicants and Employees, including but not limited to race/ethnicity, sexual orientation, gender identity, gender expression, and disability status, subject to legal and privacy limitations. On an annual basis, NWLC will provide the Union, through the LMC, with all existing data related to applicant pools, as well as turnover and retention (aggregated sufficiently to protect individual privacy) to analyze any disparities. See ARTICLE XV. Workplace Diversity, Equity, And Inclusion, Section 3 Data on Hiring, Turnover and Retention.
- NWLC and the Union, through the LMC, will work to achieve a diverse pool of interview candidates for all open Bargaining Unit positions. This work will include developing data-based metrics for all Bargaining Unit positions to ensure that a substantial portion of all applicants advanced to the interview stage are people of color. The LMC will complete this process, including analysis of internal and external data on the representation of people of color, no later than July 1, 2023.

Section 6. Probationary Period

The first ninety (90) working days of employment will be considered a probationary period for each Employee. If an Employee is out on extended leave (defined as thirty (30) days or more) during the first ninety (90) days of their employment, their probationary period will be extended by the period of time for which they were on extended leave.

Unless terminated earlier, at the mid-point of the probationary period, the Employee and their supervisor shall schedule a meeting to discuss the Employee's performance to date. Unless terminated earlier, at the end of the 90-day probationary period, Human Resources will notify the Employee that they are no longer in a probationary period and the supervisor will meet with the Employee to discuss their performance.

During the probationary period, NWLC has the unlimited right to discipline or discharge the Employee, and such discipline or discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 7. Onboarding

NWLC shall notify the Union of any new Bargaining Unit hires five (5) to ten (10) business days prior to their start date. This notification shall include name, position, team, supervisor, date of hire, starting date, term-limited status, salary and position on salary grid, personal email address, phone number, and mailing address.

Upon hiring new Employees, NWLC shall allow one (1) Union Steward, or other Union designee, 1 hour of work time to conduct an orientation with each newly hired person in the Bargaining Unit, without NWLC being present.

Human Resources will coordinate an organizational orientation for all new hires to review policies, benefits, and other practices related to time keeping, IT, and more. During this initial orientation, or in the week that follows, HR will provide new Employees with NWLC's onboarding materials, including information on mandatory all-staff trainings and the Management Center or analogous training. An NWLC United representative will provide new Employees with a copy of this Agreement.

Employees' supervisors will provide new hires with an onboarding overview that includes tools and resources related to the Employee's job responsibilities for Department-level onboarding. HR will provide an onboarding checklist for all supervisors.

**ARTICLE VI.
EMPLOYMENT CLASSIFICATIONS**

Section 1. Temporary Unit Employees

The recognized Bargaining Unit covered by this Agreement excludes "temporary employees," defined as those who are hired to work for less than six (6) months. An NWLC Employee who does not qualify as a Term-Limited Employee within the meaning of Section 4 of this Article, but who is hired for a temporary time period of six to twelve (6-12) months to fulfill the duties of an existing Employee on leave, to fill a vacant Bargaining Unit position until a permanent Employee is hired, or to provide temporary assistance with performance of the duties of a Bargaining Unit position based on certain short-term needs of the organization, is included in the Bargaining Unit and is referred to in this Agreement as a "Temporary Unit Employee."

Individuals employed by temporary staffing agencies and assigned to work at NWLC are not NWLC Employees and thus not covered by the provisions of this Agreement. NWLC will limit its use of temporary staffing agencies whenever feasible, as determined by management in its sole discretion. NWLC will not use a Temporary Unit Employee or other temporary personnel to displace (i.e., cause the termination or layoff of) a Bargaining Unit Employee.

The employment of Temporary Unit Employees is subject to the conditions set forth in Section 1 of this Article. Such Temporary Unit Employees may be hired and assigned work in NWLC's sole discretion and will be compensated in accordance with the Salary Grid provision of this Agreement (ARTICLE XVIII. Compensation). However, the separation of Temporary Unit Employees from employment at the conclusion of their term as set forth in their hiring letter, or the decision by NWLC, in its sole discretion, to extend or not extend the Employee's term, shall not be subject to ARTICLE IX.

Disciplinary Procedures, ARTICLE XI.

Layoff and Recall, or to challenge through ARTICLE X.

Grievance and Arbitration Procedure in this Agreement.

If NWLC, in its sole discretion, decides to extend the term of a Temporary Unit Employee covered by this Agreement, it will give the Union notice and an explanation of its decision at least five (5) business days before the initial term is scheduled to end. However, an extension of a Temporary Unit Employee's term may not be used to replace a permanent Employee.

A Temporary Unit Employee may choose to apply for or be invited to apply for non-temporary employment in a Bargaining Unit position in accordance with the hiring process set forth in ARTICLE V. Hiring

Section 2. Term-Limited Employees

A Term-Limited Employee is a non-Temporary Unit Employee, including a fellow, hired for a specific time period that includes an end date, to work on specific externally funded projects or teams; to work on specific internally funded projects or teams; or to provide organizational affiliation to scholars, activists, and other affiliates completing work that advances NWLC's mission. Term-Limited Employees are part of the Bargaining Unit if they are otherwise eligible to be Bargaining Unit employees, and they will be hired in accordance with ARTICLE V.

Hiring. However, the separation of Term-Limited Employees at the conclusion of their term as set forth in their hiring letter, or the decision by NWLC, in its sole discretion, to extend or not extend the Employee's term, shall not be subject to ARTICLE IX.

Disciplinary Procedures, to ARTICLE XI.

Layoff and Recall, or to challenge through ARTICLE X.

Grievance and Arbitration Procedure in this Agreement.

If NWLC chooses to extend a Term-Limited Employee's position or hire them as a permanent Employee, NWLC will keep that Employee informed about the process, as described below.

Three (3) months before the end date of a fellowship or other term-limited position, NWLC will inform the Employee if their fellowship or other term-limited position is being extended beyond their term, converted to a permanent position, or ending. Employees whose terms are ending within three (3) months may request a meeting with HR and can request a Union representative to be present at that meeting. During the meeting, HR and possibly the relevant team Vice President will use the Employee's job description, performance evaluations, and other relevant metrics to explain NWLC's decision.

If a fellowship or other term-limited position is not extended or converted to a permanent position, NWLC will provide a one-month extension to the Employee's term and five (5) paid hours per week during their last 1 month for professional development to transition out of their position. In addition, NWLC will provide the Employee up to \$1,500 reimbursement upon request for outplacement support services (e.g., resume reviews, job search advice, interview training, personalized coaching, and/or career assessments), in addition to any other supports agreed upon by the parties. Term-Limited Employees must submit reimbursements for such services within ten (10) days of their departure date.

NWLC and the Union recognize that term-limited positions, especially fellowships, can be a pathway to permanent employment at NWLC. As such, NWLC will, in its sole discretion, strive to extend or convert to permanent a Term-Limited Employee's position when it is (a) financially and programmatically feasible, (b) the Employee is meeting performance expectations and meets minimum qualifications for the role, and (c) it serves the interests of the organization. If an Employee remains a Term-Limited Employee for more than three (3) years, NWLC will explain its decision to the Employee and the Union based on the factors (a)-(c) stated earlier in this paragraph.

Section 3. Contractors

A Contractor is a third-party entity or individual non-employee with whom NWLC enters into a contract for services for a discrete period of time.

- Whenever feasible and at management's sole discretion, NWLC will give preference to Contractors who are unionized and/or who hold the lived experiences and identities of those NWLC centers in its work, consistent with ARTICLE II. Union Rights.
- NWLC commits to share with the Union on a quarterly basis, through the LMC consistent with ARTICLE IV.

Joint Labor Management Committee, the following information (and once NWLC has a contract management system in place it will share the info on a monthly basis):

- All contractors with whom NWLC has entered a contract for services in the prior quarter with a total annual contract value over \$50,000. This includes multiple contracts with the same contractor that brings the total annual contract value to over \$50,000.
 - For those contractors: the name of the Contractor entity or individual; a statement of the purpose of the contract; and the total annual contract value.
- Notwithstanding the foregoing, NWLC reserves the right not to disclose Contractor or contract information to the Union if sharing this information would violate confidentiality or the interests of the organization, as determined at management's sole discretion.
- NWLC will, through the LMC, solicit feedback about Employees' experiences with Contractors.
- NWLC will not use a Contractor to displace (i.e., cause the termination or layoff of) an Employee.
- In the interest of transparency, NWLC will have periodic brown bag sessions about its contracting process generally, which will include addressing the range of ways in which the organization selects Contractors.

Section 4. Interns

Interns may not be used to replace permanent, Temporary Unit, or Term-Limited Employees or to meet ongoing organizational capacity needs. NWLC will not increase the use of interns to displace (i.e., cause the termination or layoff of) Employees.

ARTICLE VII.

JOB DESCRIPTIONS AND PERFORMANCE EVALUATIONS

Section 1. Job Descriptions

It is the intent of NWLC that Employees know what is expected of them and have accurate job descriptions that reflect their duties and qualifications. Each Employee will have an accurate initial job description on file with Human Resources that specifies the title, duties, and qualifications of the position. Notwithstanding the above, NWLC retains the final authority to establish positions and define and revise job descriptions as needed to carry out the work of the organization.

The job description will be reviewed and updated if needed at the end of a new Employee's probationary period, annually at an Employee's performance evaluation, and at an Employee's request mid-year (between annual performance evaluations). For changes to a job description made after an Employee's initial hire (including before a promotion), the Employee and the Union will receive a new job description draft from NWLC explaining expected duties and the Employee will have the opportunity to provide input regarding the changes through their supervisor prior to NWLC's finalizing the revised description. HR will provide a copy of any updated job description to the Union and supervisor.

Section 2. Performance Evaluations

After successfully completing the probationary period, if applicable pursuant to ARTICLE V. Hiring, Employees will have annual performance evaluations during the organization-wide review period. In addition, Employees with temporary or term-limited positions of up to one (1) year may request a performance evaluation at a time appropriate to their term. Employees may request from HR that the next-level supervisor participate in their performance evaluation.

Performance evaluations provide the opportunity for Employees and supervisors to review achievements, goals, strengths, areas for improvement, and professional development opportunities. The performance evaluation process includes a written self-assessment by the Employee, a written review by the supervisor, and a discussion between the supervisor and Employee to reflect and discuss the feedback. Performance evaluations also will include a discussion of professional development opportunities and possible next steps in an Employee's career path at NWLC.

During performance evaluations, supervisors will review Employees' job performance based on the requirements and expectations of their positions, including but not limited to those set forth in current job descriptions as well as individual and team work plans or other communicated priorities.

Human Resources will oversee the development of performance evaluation criteria, with input from the Union through the LMC, along with any necessary training and instruction for supervisors and Employees in conducting performance evaluations. Should NWLC change the criteria due to implementation of best practices or organizational needs, NWLC will notify and consult with the Union.

Each Employee will be given a copy of their performance evaluation and will have the opportunity to make a written response within two (2) weeks of the completion of the performance evaluation process. Any written response by an Employee will be attached to the performance evaluation and included in the Employee's personnel file.

Performance evaluations are not to be used as the basis for Employer disciplinary action. Consistent with the progressive disciplinary process set forth in ARTICLE IX. Disciplinary Procedures, however, Employee conduct or performance described in performance evaluations may be the subject of disciplinary action. The contents of performance evaluations shall not be subject to the grievance/arbitration procedure described in ARTICLE X. Grievance and Arbitration Procedure.

NWLC will implement a 360 review process within the three (3) year time frame this contract covers. Within six (6) months of ratification of this Agreement, NWLC will develop a proposal for a 360 review process—a process that will include feedback from colleagues, supervisors, and where applicable, supervisees—to submit to the LMC for discussion.

ARTICLE VIII. PROFESSIONAL DEVELOPMENT

Section 1. Investment in Professional Development

NWLC is committed to providing professional development opportunities to its Employees, including but not limited to helping Employees achieve the goals outlined in their performance review as described in ARTICLE VII.

Job Descriptions and Performance Evaluations. As such, NWLC will provide Employees with opportunities to deepen job knowledge and gain skills relevant to their jobs, and will encourage a commitment to lifelong learning and provide suggestions about ways Employees can enhance their skills and learning.

Professional development opportunities may include in-person or online in-house trainings, external seminars, writing or other workshops, courses, conferences or other events, presentation opportunities, learning new software, membership in professional associations, and exposure to substantive issues relevant to NWLC's and/or the Employee's work.

NWLC will offer The Management Center courses or analogous training for all Employees, and HR will advise new Employees of this training during orientation.

Section 2. Unit Training Fund

NWLC commits to allocating at least \$1,250 per fiscal year per Employee on trainings, conferences, seminars, courses, books and other educational materials, testing prep classes, certification programs, and other professional development opportunities, including costs of travel, lodging, and per diem.

Employees must submit requests for professional development opportunities ahead of time to their VP for approval; NWLC will consider all such requests in good faith. To obtain reimbursement or prepayment for approved opportunities, Employees must submit a request to their VP.

Section 3. Professional Development Days

Employees will be allowed at least eight (8) paid professional development days each calendar year and are strongly encouraged to take this time to support working toward their goals. Professional development opportunities can include: in-person or online trainings or courses, conferences or other events, learning new software, workshops on writing skills, and exposure to substantive issues relevant to NWLC's and/or the Employee's work.

Section 4. Resource Catalog

NWLC, in coordination with the LMC and relevant teams, will continue to provide a catalog of available training resources and opportunities to Employees.

Section 5. Promoting Equity

The Union may request data for Bargaining Unit members on professional development expenditures and make recommendations to ensure that professional development funds are accessible to Employees.

**ARTICLE IX.
DISCIPLINARY PROCEDURES**

Section 1. Just Cause

NWLC will not discharge, suspend, or take any other disciplinary action against any Employee who has completed their probationary period, pursuant to Section 6 of ARTICLE V.

Hiring, without just cause. In the event of arbitration pursuant to ARTICLE X.

Grievance and Arbitration Procedure involving a grievance over disciplinary action, NWLC bears the onus of proving that termination is occurring for just cause. Except in the case of gross misconduct (discussed in Section 7), discipline will be progressive.

Section 2. Informal Discussions

Because discipline is often avoided by informal discussions or counseling intended to improve Employee performance and/or conduct through supportive feedback, supervisors and Employees are encouraged to informally bring up in real time any performance- or conduct-related concerns, including during check-ins, in an effort to correct and resolve problems before beginning the progressive discipline process, except in the case of gross misconduct. Informal discussions shall not be considered disciplinary but may include counseling and suggestions of resources or tools to support improvement of an Employee's performance or conduct, with an indication that failure to improve could result in disciplinary action.

Section 3. Progressive Discipline Process

The Parties agree that the process outlined below will be used in administering progressive discipline.

Before beginning the progressive discipline process, NWLC must give an Employee notice that the upcoming meeting will constitute a disciplinary meeting and that they have a right to request that a Union representative be present during each step of the process. The parties will, however, honor an Employee's stated request not to have a Union representative present at any given meeting.

To avoid any conflicts that may arise in the disciplinary process between a Union-represented Employee and their Union-represented supervisor whom NWLC agreed to include in the Bargaining Unit per the April 21, 2020, Voluntary Process Recognition Agreement, the next level non-Unit supervisor of that Employee shall be the one involved in the progressive discipline process set forth below.

1. Verbal Notice

- a. The first step, a Verbal Notice, is a verbal discussion between a supervisor and an Employee about an Employee's performance or conduct issue, which may include counseling and suggestions of resources or tools to support improvement of an Employee's performance or conduct, and notice of additional discipline if timely corrective action is not taken. The supervisor must document the subject and outcome of the meeting, citing the relevant performance or conduct of concern and any documents supporting the performance or conduct issue, and submit the documentation to Human Resources for the Employee's file.
- b. NWLC shall have the option to issue more than one (1) Verbal Notice before proceeding to the next step.

2. Written Notice

- a. The second step is a Written Notice, signed by the Employee, formally documenting performance- and/or conduct-related issues raised in the first step that have not been corrected—including citation to the relevant performance or conduct of concern and any documents supporting the performance or conduct issue—and their associated consequences, which may include additional discipline if timely corrective action is not taken. The Employee's supervisor, HR, and in some cases, the relevant VP will meet with the Employee to discuss areas of concern, ways the Employee can improve their performance and/or conduct within a determined time period, and any resources or tools that could support improvement of an Employee's performance or conduct.
- b. NWLC shall have the option to issue more than one (1) Written Notice before proceeding to the next step.

3. Performance Improvement Plan

- a. The third step is a Performance Improvement Plan (PIP) requiring the Employee's improvement regarding issues that were raised in the first and second steps that have not been corrected, and their associated consequences, which may include additional discipline if timely corrective action is not taken. The written PIP will identify (a) area(s) of concern, including citation to the relevant performance or conduct of concern and any documents supporting the performance or conduct issue, and (b) expectations moving forward. The PIP also may include requirements, such as scheduled meetings and reporting, completion of specified training, use of certain resources or tools that could support improvement of the Employee's performance or conduct, and other measures tailored to the individual situation. The PIP will specify the time, which shall not be less than thirty (30) days, within which the Employee must achieve improved performance and indicate that subsequent disciplinary action may be taken in the event of noncompliance with the terms of the PIP or if the prescribed deadline is not met. The Employee's supervisor, HR, and in some cases, the relevant VP, will meet with the Employee to explain the terms of the PIP. During and after this meeting, the Employee will have the opportunity to provide comments on the PIP, request adjustments to the PIP, and/or request resources or tools to facilitate meeting the requirements of the PIP.
- b. During the PIP period, the Employee's supervisor will meet with the Employee as specified in the PIP and provide updates on the Employee's progress, including areas where improvement is still needed. The Employee may provide comments on the PIP, request adjustments to the PIP, and/or request resources or tools to facilitate meeting the requirements in the PIP. At the end of the PIP period, the Employee's supervisor, HR, and in some cases the relevant VP, will meet with the Employee to review performance and assess whether the PIP goals have been achieved and/or the PIP requirements have been fulfilled. To the extent that the Employee's PIP is contingent on actions from their supervisor and/or the relevant VP, the supervisor and/or VP will make reasonable, good-faith efforts to help advance the improvement of the Employee.
- c. In some cases, the PIP may be extended for an additional period of time (e.g., another thirty (30) or sixty (60) days) based on NWLC's discretion. If the PIP is extended, the Employee will attend additional meetings during and at the end of the PIP period, as described in paragraph (b).

4. Termination and Alternatives to Termination

- a. Where, in NWLC's judgment, the Employee fails to satisfactorily meet the goals and requirements of the PIP within the prescribed timeline:
 - i. NWLC may first consider alternatives to termination if it serves the interests of the organization. Alternatives to termination may include, but are not limited to, transfer to another position or demotion to a position of less responsibility or authority. If NWLC determines there is an alternative to termination that satisfactorily resolves the Employee's performance and/or conduct deficiency issue(s) and serves the interests of the organization, NWLC may implement the change instead of terminating the Employee and shall share documentation of this determination with all relevant parties; or
 - ii. NWLC may terminate the Employee. If NWLC elects to terminate the Employee:
 - 1. NWLC shall meet with the Employee and provide formal written notice to the Employee and the Union of a disciplinary meeting with no less than 24 hours' notice before the meeting; and
 - 2. NWLC shall give the Employee at least 24 hours after the meeting to retrieve personal property and draft an exit memo before discontinuing the Employee's electronic and physical access to NWLC property, unless doing so does not serve the interests of the organization.
 - iii. Except in cases of gross misconduct, NWLC shall provide two (2) weeks' wages to the Employee.

Section 4. 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 further related disciplinary action; whether any further disciplinary action is related will be determined by management in its sole discretion. No disciplinary records, except records related to gross misconduct, will be used for purposes of progressive discipline after twelve (12) months from the date the last document relating to that disciplinary matter was issued. NWLC shall inform the Employee of any disciplinary reset in writing.

Section 5. Personnel File

In accordance with NWLC's recordkeeping standards, all records associated with Progressive Discipline will be retained in an Employee's official personnel file. Employees shall have the right to a copy of their personnel file, except for any confidential or privileged information, upon request and reasonable notice.

Section 6. Grievance

An Employee may contest a disciplinary action by filing a grievance in accordance with ARTICLE X. Grievance and Arbitration Procedure.

Section 7. Gross Misconduct

In the case of gross misconduct by an employee—including but not limited to threats or acts of violence, harassment, theft, unethical behavior that could seriously affect the organization's interests, or other urgent circumstances warranting immediate action—NWLC may immediately discipline, suspend, or discharge an Employee without progressive discipline. The Union will be notified promptly when such discipline is administered.

If NWLC determines that there are not urgent circumstances warranting immediate action, NWLC shall provide the Employee with notice of the allegations of gross misconduct as soon as possible and provide an opportunity for the Employee to respond and have a Union representative participate in any meeting to discuss the allegations. The Employee may choose to resign rather than attend any such meeting.

ARTICLE X.
GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is defined as a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, except as expressly set forth in any Article as not subject to the grievance and arbitration provisions of this Agreement. A grievance includes but is not limited to questions of just cause in cases of discharge, suspension, or other disciplinary action.

A grievance must be initiated in writing within forty-five (45) business days after the Union becomes aware of the incident giving rise to the grievance. The grievance shall be in such detail as to identify the name of the grievant(s); nature of the grievance; the date of the alleged incident giving rise to the grievance, if applicable; the provision or provisions of this Agreement alleged to have been violated; and the remedy or resolution being sought. The procedure is as follows:

STEP I:

- a. The first step shall be an informal discussion between the Employee and/or Union representative, the appropriate supervisor, and, at the discretion of NWLC, an HR representative. The parties will strive to have this discussion take place within five (5) business days but no later than ten (10) business days after the Employee and/or the Union files a grievance.
- b. The appropriate supervisor shall give a written response to the Union and Employee within ten (10) business days of the initial discussion.
- c. If the grievance is filed by an Employee against a direct supervisor, this informal conversation and written response can be handled by the next level supervisor in the chain of command and the Union. To avoid any conflicts that may arise in the grievance process between a Union-represented Employee and their Union-represented supervisor whom NWLC agreed to include in the Bargaining Unit per the April 21, 2020, Voluntary Process Recognition Agreement, the next level non-Unit supervisor of that Employee shall be the one involved in this step of the grievance process.
- d. If the grievance is against an NWLC Vice President, Chief Operating Officer and Chief of Staff, or President & CEO, this grievance can be handled by the appropriate HR representatives or any of the aforementioned parties whom the grievance is not against and the Union.

STEP II:

- a. If the grievance is not satisfactorily resolved in Step I, it may be presented to the HR representative by the Union representative, in writing within ten (10) business days following Step I.
- b. The HR representative will provide a written response to the Union representative within ten (10) business days from the date of receipt of the written grievance.

STEP III:

- a. 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 the HR representative to arbitrate the matter.
- b. Within ten (10) business days after receipt of the request for arbitration, the parties shall agree on the selection of an impartial arbitrator. If the parties cannot agree, the Federal Mediation and Conciliation Service (FMCS) shall be asked to furnish a list of impartial arbitrators according to its rules and regulations.
- c. Within ten (10) business days of receipt of this list of arbitrators from FMCS, the parties shall meet. At this meeting, the aggrieved party shall be the first to strike any name from the list. Thereafter, the other party shall do the same, and both parties shall alternate striking names until one arbitrator remains. The one remaining arbitrator shall be used to hear the grievance. Both NWLC 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.

- d. Both parties agree to request that the arbitrator render a decision with no undue delay. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.
- e. Arbitration will be used to resolve grievances related to a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, as well as side letters, Memoranda of Understanding (MOUs), and past practices.
- f. 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. The decision of the arbitrator shall be final and binding upon the parties.

Time will be considered to be of the essence for the purpose of this Article. The time limits in any step of the grievance procedure may be extended or modified by written agreement of NWLC and the Union. Absent such agreement, the failure of the Union or the grievant to comply with the time limits in the procedure above shall constitute a waiver of the grievance. If NWLC fails to respond within the time limits provided, the grievance will automatically move to the next step.

ARTICLE XI. LAYOFF AND RECALL

Section 1. Definitions and Notice

Layoffs are non-disciplinary 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. The ultimate decision to proceed with a layoff, and which Employees to let go or retain, is in NWLC's sole discretion and judgment and is not subject to the grievance and arbitration provisions of this Agreement contained in ARTICLE X. Grievance and Arbitration Procedure. The Union retains its rights to grieve violations of other parts of this Article that are not expressly exempted from grievance and arbitration.

Where NWLC seeks to lay off any Employee, NWLC shall give the Union and affected Employee(s) no less than sixty (60) days' notice from 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 NWLC will provide such notice as early as possible.

In the case of a layoff, the Employer and the Union will review what effects, if any, the layoff has on the employment terms and conditions of those Employees who are not being laid off and will review how this Agreement's provisions apply. Nothing in this Section waives either party's rights under this Agreement's grievance and arbitration provisions with respect to those Employees who are not being laid off or requires either party to reopen, renegotiate, amend, or supplement any provisions of this Agreement.

Section 2. Meeting With Union Officers

NWLC will use reasonable best efforts to meet confidentially with the Union Officers prior to the notice described in the previous paragraph to discuss the rationale and negotiate over impact on the Unit for NWLC's decision and the means by which layoffs might be mitigated or prevented, including possible alternatives such as finding alternative work for the affected Employee(s), reduced work time, or strategies for equivalent cost savings. NWLC shall consider in good faith any such reasonable alternative proposed by the Union.

Section 3. Severance

In the event that layoffs are determined to be necessary, NWLC shall provide Employees with the following severance payments:

- One (1) month of salary plus one (1) week of salary as severance for each year of service (rounded up for ½ year of service—e.g., 3.5 years will be rounded up to 4).

National Women's Law Center & NPEU Collective Bargaining Agreement

- One (1) month of employer portions of retirement contributions
- Three (3) months of employer portions of premiums for health, vision, and dental insurance, grossed up for taxes
- Paid accrued annual leave, consistent with ARTICLE XIX. Leave, Section 1.4: Payout
- \$1,500 for outplacement services

The calculation of severance includes any probationary period.

The Union may propose additional severance to NWLC if warranted by the circumstances surrounding the layoff.

NWLC shall give all affected Employees information on the severance package that they will receive, including both gross and net payments, and shall give Employees the option of choosing whether to receive their severance payment in a lump sum or in multiple payments. NWLC shall also provide Employees with information about their options for continuing health care coverage and possible unemployment insurance benefits.

Employees will be entitled to five (5) paid hours per week for their remaining time of employment or starting from when they are notified of the layoff, whichever begins earlier, for professional development to transition out of their position.

Section 4. Recall

It is not the intent of NWLC to erode job security of the Bargaining Unit Members. NWLC 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 remain on a recall notice list for twelve (12) months from their layoff date. Time spent on a recall list will not be counted for purposes of computation of seniority or any other purpose. Before posting a new job announcement, NWLC will provide laid off Employees on the recall list notice of any Bargaining Unit job openings through one email to their last known personal email address on file with HR. This notice email shall be sent concurrently with notice sent to current NWLC employees of open positions at NWLC, as outlined in ARTICLE V. Hiring. An applicant from the recall notice list who is qualified, and who submits their application within ten (10) days of such notice, will receive priority in scheduling interviews over candidates from other non-NWLC sources.

Section 5. Professional References

Employees who are laid off will be entitled to, at a minimum, a neutral professional reference from HR, which will include their dates of employment, job title(s) held, and, upon request by the Employee, salary information.

Employees who are laid off may request that HR include language in reference letters or other documents specifying that the employment term ended due to a layoff and was unrelated to the Employee's performance.

Section 6. Exclusions

This Article does not apply to probationary Employees (as defined in ARTICLE V. Hiring, Section 6, Probationary Period), or to non-probationary Employees terminated due to disciplinary actions (governed by ARTICLE IX. Disciplinary Procedures).

With respect to Term-Limited Employees, or Employees employed under a specific Visa category, termination of their employment at the expiration of the relevant term or due to cessation of the relevant status or basis for employment is not a layoff subject to this Article, and is not subject to the grievance and arbitration provisions of this Agreement. For the avoidance of doubt, if any such Employee who has completed their probationary period is laid off prior to the expiration of the relevant term or prior to cessation of the relevant status or basis for employment, such layoff is subject to the provisions of this Article.

The Union retains its rights to grieve violations of other parts of this Article that are not expressly exempted from grievance and arbitration.

ARTICLE XII. HEALTH AND SAFETY

Section 1. A Healthy and Safe Workplace

To the extent that Employees are working in a physical workplace provided by NWLC, NWLC shall continue to provide a safe and healthy workplace for all Employees—including but not limited to the provision of sufficient and adequate working space, which includes (but is not limited to) ample lighting, ventilation, and ergonomic standards as necessary; ready access to sanitary workspaces and other facilities; and when possible, access to gender neutral restrooms and spaces. NWLC shall strive to maintain office space and to ensure that the office space meets all applicable OSHA guidelines and complies with other applicable laws.

If an Employee reasonably believes that there are health or safety conditions that do not allow the Employee to work in the office without threat to their health or safety, the Employee will notify NWLC, who will work to investigate and rectify the issue as soon as possible. NWLC will provide an interim work arrangement during an investigation of an unsafe or unhealthy working condition.

Nothing in this Article shall preclude an Employee from exercising any available statutory rights to seek redress for an unsafe work environment, including the right to file a complaint with a governmental entity.

Section 2. Obligation of Parties During Emergency Situations

In the event of an emergency, NWLC has an obligation to notify the Union within 24 hours after becoming aware of the emergency and to negotiate over the effects of any change in working conditions caused by the emergency, if such impact is not otherwise addressed in this Agreement. An emergency shall be defined as a disruption that poses a threat to public health, safety, or the environment.

Section 3. Emergency Office Closure Policies

NWLC's Inclement Weather Policy is stated in Section 6 of ARTICLE XIX.
Leave.

In the event of a natural disaster, pandemic, civil disturbance, or other emergency necessitating office closure, NWLC will continue to follow the District of Columbia's and/or the Federal government's policies as applicable. The Parties agree that in the event of any such emergency, NWLC can take unilateral action to close the office and will provide the Union notice as soon as possible and an opportunity to negotiate over the effects of the office closure. In cases of an emergency necessitating office closure for thirty (30) days or more, the Parties may enter into a supplementary Memorandum of Understanding regarding the interim terms and conditions of employment.

**ARTICLE XIII.
NONDISCRIMINATION**

Section 1. Protected Classes

NWLC is committed to cultivating a workplace culture that enables employees to thrive and be treated equitably with dignity and respect. It is the policy of NWLC to provide equal opportunity in employment (including but not limited to employment opportunities, benefits, and privileges, and the criteria used in the provision of such opportunities) and to prohibit discrimination against any employee or applicant based on any characteristic or combination of characteristics protected by applicable law, or by this Agreement, including but not limited to: race; color; national origin; citizenship or immigration status, subject to NWLC's obligation to comply with any applicable requirements of federal immigration law; sex (including pregnancy, termination of pregnancy, false pregnancy, lactation, childbirth or related medical conditions, breastfeeding, reproductive health decisions, sexual orientation, transgender status, gender identity, gender expression, intersex traits and other sex characteristics, and sex stereotypes); religion; age; disability; marital status; personal appearance (including size and weight); family responsibilities; genetic information; political affiliation; veteran status; matriculation; credit information; housing status; socioeconomic status; source of income; criminal legal involvement, unless for a legitimate business reason that is permitted under applicable law; union activities; and status as a victim or family member of a victim of domestic violence, sexual offense, or stalking.

Section 2. Covered Individuals and Settings

NWLC's policy covers employment-related discrimination in connection with other Bargaining Unit and non-Bargaining Unit employees or non-employees. For purposes of Sections 1 through 5, non-employees shall mean NWLC Board members, job applicants, volunteers, clients, donors and their agents, vendors and their agents, or others who conduct business with NWLC. NWLC's policy applies to employment-related discrimination in the workplace and in other work-related settings, including but not limited to business trips and work-related social events, and it applies at all stages and in all aspects of employment, including but not limited to recruiting, hiring, promotion, work assignment, compensation, the use of all facilities, discipline, and termination.

Section 3. Prohibited Conduct

In addition to prohibiting discrimination as outlined in Section 1 of this Article, NWLC prohibits discrimination based on a perception that an individual has any of the characteristics protected by Section 1 and based on an individual's association with a person who has, or is perceived to have, any of those characteristics.

NWLC prohibits and will not tolerate or condone discrimination, whether against or by NWLC employees. NWLC prohibits all forms of discriminatory conduct, whether verbal, physical or visual, including through electronic means and online platforms (e.g., email, text message, voicemail, Slack, Zoom).

NWLC prohibits and will not tolerate or condone discrimination, including harassment, sexual or otherwise, whether against any employee or by NWLC employees. NWLC prohibits conduct that is unwelcome and that disrupts or interferes with another employee's work performance or creates an intimidating, offensive or hostile work environment on the basis of any one or more of the protected characteristics set forth in Section 1 of this Article, and also prohibits such conduct even if it does not rise to the level of legally actionable harassment.

Section 4. Policy Against Retaliation

NWLC prohibits retaliation against anyone for reporting behavior based on a reasonable belief that the behavior violates NWLC's policies against discrimination, including harassment, or for participating in an investigation, even if sufficient evidence is not found to substantiate an underlying complaint.

Section 5. Complaint and Resolution Mechanisms

Employees who believe they have experienced conduct which violates this Article may file a grievance pursuant to ARTICLE X.

Grievance and Arbitration Procedure or may file a complaint pursuant to NWLC's organization-wide nondiscrimination policy and complaint procedure available to all employees.

Should an Employee choose to file a complaint under the organization-wide policy, upon receipt, NWLC will notify the Employee making the complaint of their right to inform their Union representative that they have made a complaint to management. In addition, for any Employees involved in the investigation, NWLC will promptly notify them of their Weingarten rights to have a Union representative present. And if NWLC determines in its reasonable discretion that an Employee has engaged in employment-related discrimination against another NWLC employee or non-employee, in violation of its organization-wide policy, and takes corrective action, NWLC will notify in writing any Union representative that has been included by the Employee what course of action will be taken, subject to the need to preserve the confidentiality of the process. The Union may request additional information from NWLC as needed.

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.

**ARTICLE XIV.
ACCOMMODATIONS**

Section 1. General Policy

As required by applicable law, NWLC is committed to:

- Providing equal employment opportunities to otherwise qualified individuals with physical and/or mental disabilities, which includes providing employees with reasonable accommodations when necessary and when such accommodations can be provided without undue hardship to NWLC.
- Providing reasonable workplace accommodations when necessary for employees whose ability to perform job duties is limited because of pregnancy, termination of pregnancy, false pregnancy, lactation, childbirth or related medical conditions, breastfeeding, or reproductive health decisions, when such accommodations can be provided without undue hardship to NWLC.
- Providing reasonable accommodations when necessary for religious practices and beliefs, when such accommodations can be provided without undue hardship to NWLC.

NWLC does not commit to providing a particular accommodation requested by an Employee and can choose from among reasonable accommodations.

Section 2. Confidentiality

All documentation related to accommodations requests must be kept in a file separate from an individual's personnel file. Information obtained during this process is confidential and will be shared on an as needed basis only with those involved in providing a reasonable accommodation.

Section 3. Requesting an Accommodation

In general, it is an Employee's responsibility to notify HR (orally or in writing) of the need for an accommodation. An accommodation request does not have to include any special words, such as "reasonable accommodation" or "disability," but an Employee must let NWLC know they need an adjustment or change at work because of a reason outlined in Section 1. HR will acknowledge receipt of a request for accommodation within five (5) business days, pending extenuating circumstances.

HR will engage in a collaborative conversation with the Employee on the type of accommodation they believe may be necessary, the expected duration of any accommodation, and any functional limitations caused by the Employee's need for accommodation. HR may require additional information from a physician or other medical or rehabilitation professionals as it relates specifically to the reasonable accommodation request. NWLC understands that it may be difficult for some Employees to engage with physicians or other medical or rehabilitation professionals for a range of reasons, including racism and/or anti-fat bias. In such situations, HR is committed to working with the Employee requesting an accommodation to find a solution.

If a request for a reasonable accommodation is denied, HR will provide the Employee with a written explanation.

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.

ARTICLE XV. WORKPLACE DIVERSITY, EQUITY, AND INCLUSION

Section 1. Role of Labor Management Committee

NWLC is committed to developing an organizational culture and work environment that seeks to fight bias against any of the protected classes described in Section 1: Protected Classes of ARTICLE XIII. Nondiscrimination. To this end, it will be within the scope of the Labor Management Committee (LMC) to engage in ongoing planning and development that supports organizational equity and inclusion.

Section 2. Investment in Training

NWLC recognizes that developing competence among all employees on diversity, equity, and inclusion is in line with NWLC's stated values and commitments. As such, NWLC will host at least two (2) annual workplace trainings focused on dismantling racism and other forms of systemic oppression, one for all staff and one for supervisors and managers, unless NWLC and the Union, through the LMC, agree to a different schedule. The Union will have input into the training topics and vendor selection through its role on the LMC, which will help plan the trainings. Along with the Center-wide equity training, NWLC, through the LMC, will provide healing opportunities and support facilitation for staff, including identity-based caucuses, as needed and identified by the LMC and caucuses.

The Union and Management, through the LMC, will work to develop ongoing strategies to build staff competency, including through individual and collective training. The Union may also make training recommendations, either directly to Management or through the LMC. If the Union submits such recommendations, NWLC shall respond in writing to any such recommendations within twenty (20) business days of receiving them. If NWLC decides to pursue recommended training, NWLC will solicit and consider the LMC's input regarding implementation.

Newly hired staff will be furnished with the past annual training session materials as part of their onboarding materials.

Section 3. Data on Hiring, Turnover and Retention

NWLC and the Union, through the LMC, will develop a plan to track the self-identified race/ethnicity, sexual orientation, gender identity, gender expression, and disability status of all applicants and employees, subject to legal and privacy limitations. On an annual basis, NWLC will provide the Union, through the LMC, all existing data related to applicant pools, as well as turnover and retention (aggregated sufficiently to protect individual privacy) to analyze any disparities. See ARTICLE V. Hiring, Section 5: Diversity in Hiring. The Union, through the LMC, may also review NWLC's hiring and onboarding processes and make recommendations in order to support the retention of people of color, disabled people, women, LGBTQ people, and other groups as needed.

Section 4. Pay Transparency

NWLC will conduct an annual pay equity review and produce a report that includes salary ranges and median salaries disaggregated by self-identified race/ethnicity, sexual orientation, gender identity, gender expression, and disability, if available, and aggregated sufficiently to protect individual privacy. NWLC will also continue to analyze the wage ratio (ratio between the highest and lowest wages at NWLC) as part of its annual pay equity review.

The report will be given to the Union, through the LMC, so it may review the results and consider recommendations to improve pay equity in the workplace. See ARTICLE XVIII.

Compensation, Section 5.2: Pay Equity The Union may submit recommendations to NWLC, through the LMC, to which NWLC will respond in thirty (30) days.

Section 5. Consideration of Equity Practices in Annual Reviews

NWLC will work with the Union, through the LMC, to consider how annual reviews can acknowledge and account for actions an Employee has taken throughout the year that further NWLC's priorities around diversity, equity, and inclusion, including but not limited to those related to race/ethnicity, sexual orientation, gender identity, gender expression, and disability.

**ARTICLE XVI.
WORKING CONDITIONS**

Section 1. Work Space

NWLC is committed to providing a physical work space where Employees are comfortable and can be productive. To the extent that an Employee is permitted or required to work in a physical workplace provided by NWLC, NWLC will make a chair, desk or other flat work surface, and computer available for that Employee. NWLC will also provide the Employee with the option to reserve one of a limited set of work spaces with a door for times when they are physically present in the workplace, subject to availability, on a first-come, first-serve basis regardless of position and seniority. Requests for workplace accommodations will be addressed in accordance with ARTICLE XIV.

Accommodations. Employees may report problems with their space or reasonable requests for equipment (such as a fan, lamp, or noise-canceling headphones) to the appropriate team (IT or Operations), and NWLC will respond as quickly as possible.

Consistent with ARTICLE XVII.

Work Hours and Location, NWLC will develop a policy addressing the terms and conditions for providing equipment and supplies for remote and teleworking staff.

If NWLC makes significant changes to the physical office space and/or acquires additional office space after March 15, 2023, NWLC will notify the Union prior to the changes and seek input from the Union. The Union may, through the LMC, provide NWLC with recommendations as to the appropriate location and allocation of the new office space.

Section 2. Employer Equipment

NWLC recognizes that due to the nature of Employees' work, NWLC-owned equipment may be used for personal, non-work-related activities that do not interfere with NWLC's work. Employees will not be disciplined for personal use of NWLC equipment provided that such use does not violate NWLC policies or the law.

NWLC will not monitor the productivity, activities, or materials of the Union or Union Employees through NWLC-owned equipment. This does not preclude NWLC from monitoring NWLC-owned equipment for routine maintenance, including but not limited to detection of malware or intrusion software. If NWLC needs to access the emails, files, or devices of an Employee for any reason other than routine

maintenance, NWLC will give the Employee prior notice unless it is not feasible to do or does not serve the interests of the organization.

Section 3. Intellectual Property & Digital Rights

Any work by Employees that results from or relates to work performed by Employees on behalf of NWLC is the property of NWLC, and NWLC retains sole authority to decide what work to present on its website or in any other medium.

NWLC is committed to crediting Employees for their contributions. To that end, NWLC will develop an organization-wide policy to address authorship and credit.

If an Employee receives credit for any work at the time of its completion, they will continue to be credited for such work after leaving NWLC, provided that the Employee has not requested their name to be removed from such work and their work has not been altered or updated in any significant way.

Before leaving NWLC, Employees may retrieve copies of their non-confidential (as determined by NWLC) work-related materials, including files, emails, and contacts—except in cases where an Employee is terminated for gross misconduct. Should an Employee wish to access any such materials after leaving NWLC, they should reach out to their VP, who will work with IT to provide access, unless it is not feasible or does not serve the interests of the organization.

Section 4. Caregiver-Friendly Workplace

NWLC recognizes that Employees lead full lives and that they may hold various caregiving responsibilities. NWLC also recognizes that caregiving is important work and should not be expected to be done at the same time as NWLC work. NWLC is committed to supporting parents and caregivers and to creating an environment where Employees feel comfortable asking for what they need as they balance work and caregiving. In situations where an Employee wants to bring a child into the workplace on more than an occasional basis or if an Employee has an ongoing challenge with caregiving, including child care, the Employee should consult with their supervisor to discuss possible solutions, which may include an alternative working schedule, or a telecommuting agreement or altered agreement where one exists. If an Employee brings a child into the workplace, the Employee assumes responsibility for supervising the child, for the safety of the child, and for ensuring that the child does not disrupt other Employees' work.

NWLC will provide a designated private space other than a restroom with a chair and table for breast/chest feeding, bottle feeding, or expressing milk, and accommodations—including ways to store breast/chest milk or other infant food and access to a refrigerator and a sink or other cleaning methods—and will allow flexible scheduling to support feeding or milk expression during work. Time spent breast/chest feeding, bottle feeding, or expressing milk during work shall be paid time as long as it does not result in overtime wages for non-exempt Employees.

Section 5. Size-Inclusive Workplace

NWLC is committed to developing an organizational culture and work environment that seeks to fight bias against Employees based on size and weight, including anti-fatness bias.

NWLC is committed to ensuring that all physical NWLC office spaces designated for use by Employees are accommodating and accessible for Employees of all sizes. As part of the redesign of its physical office space, NWLC will discuss with its architects its commitment to ensuring a size-inclusive work environment for all and will:

- Ensure that all Employees' NWLC office desk chairs support at least 300 pounds.
- Offer all Employees the option to retain their NWLC office desk chair or replace it with a fat-accessible chair, defined as a chair with at least (a) no arms, (b) a weight capacity of at least 500 pounds, (c) size-friendly measurements, and (d) a padded seat.
- Ensure that shared NWLC office spaces and restrooms are accommodating and accessible for Employees of all sizes.

National Women's Law Center & NPEU Collective Bargaining Agreement

- Make all reasonable efforts to select size-inclusive venues for NWLC-sponsored events outside of the NWLC office space.

NWLC is also committed to ensuring that its equipment and any merchandise provided to staff is size inclusive. To the extent NWLC is providing merchandise or giveaways to staff, NWLC will provide a size-inclusive range of options.

When Employees must travel for work, NWLC will cover the full cost of additional seating or other arrangements required on the basis of body size. Employees will not be required by NWLC to show proof of weight, disability, or any other medical records in order to access these necessary arrangements when traveling for work.

Consistent with ARTICLE XV.

Workplace Diversity, Equity, And Inclusion, NWLC and the Union, through the Labor Management Committee (LMC), will make recommendations on how to build a more inclusive workplace for Employees of all sizes, which will include recommendations around anti-fat implicit bias trainings and wellness resources for staff that do not reaffirm harmful beliefs that value thinness, appearance, and shape above health and well-being.

ARTICLE XVII. WORK HOURS AND LOCATION

Section 1. Hours of Work

Work Week: For the purposes of calculating payroll, the workweek for NWLC begins on Sunday 12:01 a.m. and ends on Saturday at midnight.

Working Hours: NWLC's regular business hours are 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday. Employees must submit written requests to their supervisor for flexible work hours (e.g., regular work hours that differ from regular business hours or different numbers of hours each day), which will then be considered and responded to in writing by HR. Decisions regarding flexible work hour requests will be made by management in its sole discretion.

Generally, the hours before 9:00 a.m. or after 5:00 p.m. ET (or time outside the working hours designated in approved flexible work hours), personal time off, weekends or other designated days of rest (e.g., other days as designated in flexible schedules), and NWLC holidays are considered "off-hours."

Full-time salaried Employees who are exempt from overtime requirements under the Fair Labor Standards Act and/or other applicable laws ("full-time exempt employees") maintain a work schedule of 37.5 hours per week (typically 7.5 hours worked per day excluding lunch breaks). Full-time salaried Employees who are subject to overtime requirements under the Fair Labor Standards Act or other applicable laws ("full-time non-exempt employees") maintain a work schedule of 37.5 hours per week (typically 7.5 hours worked per day excluding lunch breaks). Part-time employees work fewer hours on a schedule that must be approved by NWLC.

Employees may take partial-day absences without using annual leave, as long as they make up those hours during the same work week (for non-exempt employees) or during the same pay period (for exempt employees), consistent with ARTICLE XIX.

Leave, Section 1.1: Amount of Paid Annual Leave.

Core Collaboration Hours: NWLC, with input from the LMC, will establish norms regarding core collaboration hours, which will be times when Employees across the organization are expected to be available for meetings, events, or other forms of work that require collaboration.

Section 2. Work Communication

NWLC and the Union acknowledge the importance of work-life balance. Employees are not generally expected to check their email, phones, or Slack during off-hours, but it is understood that given NWLC'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 must develop practices, with their team members' input, that take into account the demands on their teams, especially for rapid-response situations.

If an Employee is expected to check their email, Slack, phone, or other mode of communication and respond during off-hours, supervisors should, if possible, explicitly state that expectation ahead of time and provide a rationale for the need for off-hours response. Supervisors should refrain from calling, texting, or Slacking Employees during off-hours, unless for issues that are time-sensitive; whether an issue is time-sensitive will be determined by management in its sole discretion. Employees will not be disciplined for failing to respond to off-hours communications unless there is an explicit expectation that has been communicated to them ahead of time. Furthermore, Employees who reach out to supervisors during off-hours for issues that they deem to be time-sensitive will not be disciplined for doing so.

Section 3. Overtime Policy

Non-exempt employees must maintain and submit accurate daily and weekly time records and will be paid in accordance with applicable law for hours worked over and above 40 hours in a week (or for such other overtime hours as may be prescribed by applicable state and/or local laws), provided that they receive advance approval in writing from their Department VP.

Section 4. Remote Work and Telework Options

Section 4.1. Definitions

- a. *Teleworkers*: Defined as either:
 - i. Employees who live within the D.C., Maryland, Virginia area ("DMV area") and mostly work from home but periodically (at least once a month) come into NWLC's D.C. office ("the NWLC office") and/or attend offsite internal and/or external in-person work events/meetings; or
 - ii. Employees who live within the DMV area and come into the NWLC office or to offsite internal and/or external in-person work events/meetings on a more regular basis, at least two (2) days per week on average. Employees who come into the NWLC office at least two (2) days per week will receive priority in getting an assigned permanent workspace.
 - iii. Upon confirmation of telework designation, employees will receive a two (2) month grace period to consistently adhere to their in-person schedule, unless they need to relocate, in which case they will receive a four (4) month grace period.
- b. *In-office workers*: Defined as essential employees who are required to work the majority of the workweek at the NWLC office. Upon confirmation of this work designation, employees will receive a two (2) month grace period to consistently adhere to their in-person schedule, unless they need to relocate, in which case they will receive a four (4) month grace period.
- c. *Remote workers*: Defined as employees who can live outside the DMV area, based on the eligibility determination made by NWLC pursuant to Sections 2.b and 3 below, and who come to the NWLC office and/or D.C. as needed for team and all-staff gatherings and major internal and/or external events, such as the annual gala. Depending on the role and organizational needs, some remote workers may be required to come to the NWLC office and/or D.C. more frequently. Consistent with NWLC's travel policy, travel expenses for remote workers living outside the DMV will be covered by NWLC when they are required to come to D.C.

Section 4.2. Eligibility

- a. For Telework: The majority of roles at NWLC will be telework eligible. Eligibility determinations will be made by HR, based on the employee's role and in consultation with the employee's supervisor and VP, according to criteria and a process to be established by HR that will apply across roles and teams. Telework eligibility will be determined by management in its sole discretion.
- b. For Remote Work: NWLC will allow some roles to be remote-eligible, meaning they can be permanently located outside of the DMV area. Eligibility determinations will be made by HR, based on the employee's role and in consultation with the employee's supervisor and VP, according to criteria and a process to be established by HR that will apply across roles and teams and will include considerations for roles whose scope include geographic criteria (e.g., a development position in a particular state to cultivate area donors). Remote work eligibility will be determined by management in its sole discretion. Employees who are hired for remote-eligible positions will not be required to relocate to another area so long as they remain in that position, unless the role has a scope with a specific geographic criteria, which will have been made clear to the Employee upon their hiring, promotion, or conversion into a remote-eligible position.
- c. Temporary Situations and Exceptions: NWLC may approve ad hoc telework or remote schedules for employees in special circumstances (e.g., if an employee needs to work remotely for caregiving or other personal reasons covered by NWLC's accommodations or FMLA policies). In such situations, employees should communicate with HR, their direct supervisor, and VP to get approval for their schedule.

Section 4.3. Process

- a. HR will establish criteria for telework, in-office work, and remote work, to be applied consistently across teams and roles.
- b. Employees who wish to telework or work remotely will submit a request to HR. Requests will be considered within the context of the employee's role and individual job duties, as specified in Section 4.2 above, and based on the criteria established by HR, in consultation with the employee's supervisor and VP, and will be subject to final approval by HR to ensure consistency across the organization.
- c. New employees will be designated into a category of eligibility by HR, which may be revisited if needed, as determined by management in its sole discretion, after the end of their probation period.
- d. HR, with input from the LMC, will establish requirements for organizing meetings, retreats, and events that take into account the various work locations of employees.

**ARTICLE XVIII.
COMPENSATION**

Section 1. Salaries

Section 1.1. Salary Grid Placement

As of July 1, 2022, NWLC will assign each position in the Bargaining Unit a salary grade according to the accompanying FY22–23 Salary Grid, set forth in Appendix B, which contains grades and steps. Employees will be placed on the grid based on their job title and total years of relevant work experience and paid accordingly.

Total years of relevant work experience will be calculated as follows:

- **Relevant work:** Determination of relevancy is based on the responsibilities and qualifications for a staff member's current role and will be determined in NWLC's sole discretion, in accordance with the compensation framework explanation attached as Appendix C.
- **Duration of work:**

National Women's Law Center & NPEU Collective Bargaining Agreement

- Experience spent in relevant roles where individuals worked, whether paid or unpaid, for an average of at least twenty (20) hours a week or more will be counted; staff who have worked multiple relevant jobs during the same period that add up to at least twenty (20) hours per week will have that experience counted.
- Tenure at NWLC will be counted at 100% regardless of whether an employee was on leave during a portion of their tenure.
- The total years of work experience will be counted by month. Then, it will be rounded up to the next year if it is six (6) months or greater and rounded down to the prior year if less than six (6) months. This is the number that is used to place the Employee on the proper step in the Salary Grid.

Management will, with input from the LMC, explore alternative approaches to counting work experience in preparation for the second contract.

NWLC will not seek or rely on salaries from previous employment in setting pay. See ARTICLE V. Hiring, Section 5: Diversity in Hiring.

Section 1.2. Salaries in FY22–23, FY23–24, and FY24–25

During FY22–23 (July 1, 2022, to June 30, 2023), each Employee will be paid a salary based on their job title and total years of relevant work experience according to the accompanying FY22–23 Salary Grid. Any pay increases that correspond with the assignment of an Employee to a place in this grid shall be effective as of July 1, 2022.

NWLC will increase all salaries in the Salary Grid by a minimum of three percent (3%) in each of the following years, FY23–24 and FY24–25, effective July 1 of 2023 and 2024, respectively. Additional increases, if any, will be at management's sole discretion.

Section 1.3. Externally Funded Fellows

NWLC will ensure all legal fellows are paid according to the counsel scale of the Salary Grid. Research fellows will be paid according to the analyst scale.

If an externally funded fellow's program pays them an amount lower than they should be paid according to the NWLC Salary Grid, NWLC will pay the difference. If an external fellowship program does not allow a fellow placed at NWLC to be paid more than its fellows placed at other employers, NWLC will not hire any fellows from that program.

Section 2. Ratification Payment

Employees on staff as of the Effective Date of this Agreement shall receive a one-time ratification payment based on the sliding scale attached as Appendix D.

Section 3. Temporary Assignments

If NWLC requires an Employee to perform the substantial majority of the supervisory duties required of a supervisory role that is higher on the compensation grid, as determined by management in its sole discretion, for ten (10) or more weeks, NWLC will compensate the employee, based on a policy and process to be developed in consultation with the LMC that takes into account factors including but not limited to the Employee's position, the supervisor's position, and the salary grid. Such policy and process will be developed within one (1) year of ratification. Employees will not be required to perform the substantial majority of the supervisory duties required of a supervisory role that is higher on the compensation grid for ten (10) or more weeks until after this policy is developed and implemented.

Section 4. Permanent Promotions

NWLC may at its sole discretion offer promotions to Employees, in accordance with a promotions process posted on the intranet. Promotions include both the assignment of new job titles within the Bargaining Unit or to a position not within the Bargaining Unit.

If NWLC creates a new position or seeks to fill a vacancy, an Employee who wishes to be considered for promotion to that position may apply for the position, consistent with ARTICLE V. Hiring.

When, in conjunction with the annual performance review evaluations discussed in Section 2 of ARTICLE VII.

Job Descriptions and Performance Evaluations, NWLC determines, in its sole discretion, to promote a unit member, such promotions will be effective July 1.

NWLC will continue to allow mid-year promotions into open roles, consistent with Section 3 of ARTICLE V. Hiring.

Promotions that result from the expansion of the Employee's existing duties and in which the Employee will continue to perform a large share of their existing duties will not require public posting and external competition for the position.

An Employee who has remained at the last step in their grade on the Salary Grid for a period of three (3) or more years may request a written explanation of the reasons why they have not been promoted to the next grade and any performance goals that, if met, could make them eligible for promotion.

Section 5. Promoting Pay Equity

Section 5.1. Pay Transparency

NWLC will disclose, by email and on the intranet, the Salary Grid to all employees in the first quarter of each new fiscal year after new salaries are established and the annual operating budget is approved by the Board, after senior staff salaries have been reviewed by the Board Executive Committee and the Board has set the President and CEO's salary.

Section 5.2. Pay Equity

In accordance with Section 4 of ARTICLE XV.

Workplace Diversity, Equity, And Inclusion, NWLC will conduct an annual pay equity review and produce a report that will be given to the Union through the LMC.

Section 6. Non-NWLC Work

Employees must seek prior approval from their VP and HR for any outside work, defined as work for any person or entity other than NWLC, in accordance with NWLC's Outside Work Policy.

**ARTICLE XIX.
LEAVE**

Full-time Employees of NWLC are eligible for leave and other benefits as outlined below. Part-time employees of NWLC are eligible for leave and other benefits as outlined below, on a pro-rata basis. The pro-rata share is determined by the number of regularly scheduled part-time hours per week divided by 37.5.

Temporary employees, interns, consultants and volunteers are generally not eligible for NWLC benefits.

All benefits will be continued during periods of leave with the following exceptions: leave will not accrue when an Employee is out on family and/or medical leave or unpaid leave, and NWLC will not make retirement contributions during periods of unpaid leave.

Section 1. Paid Annual Leave

Section 1.1. Amount of Paid Annual Leave

Effective January 1, 2023, full-time Employees will earn annual leave, paid based on the Employee's salary at the time the leave is taken, in accordance with the length of their employment as shown in the following schedule (these amounts are pro-rated for part-time Employees):

Work Year at NWLC	Paid Annual Leave Days Per Year
0-2 years	20 days
3 years	21 days
4 years	22 days
5 years	23 days
6 years	24 days
7+ years	25 days

Absences of a full day are charged to annual leave and partial-day absences may be as well, as follows. In the case of non-exempt employees, partial-day absences must be made up in the same work week or charged as annual leave. Exempt employees are expected to make up partial-day absences in the same pay period or charge them as annual leave.

NWLC will encourage all Employees to take their full amount of paid annual leave to restore and recharge and will direct supervisors to make good faith efforts to accommodate Employees' leave requests.

NWLC commits to fostering a culture of respect around Employees' use of leave. NWLC will not interrupt an Employee's annual leave, unless necessary as set forth in ARTICLE XVII.

Work Hours and Location, Section 2: Work Communication. If there are continuous, unnecessary disruptions to an Employee's annual leave, that Employee may raise the issue with the Union and/or HR.

Section 1.2. Accrual

Paid annual leave will accrue at each pay period, beginning from the date of hire, on a calendar year basis.

Because new Employees may need to use paid annual leave before they have been able to accrue it, new full-time Employees will start with a balance of five (5) days of paid annual leave, and the balance of their remaining annual leave will be accrued through the remainder of the calendar year.

Section 1.3. Carryover

Employees can carry over annual leave based on the table below.

Work Year at NWLC	Maximum Carryover Days
0-5 years	20 days
6 years	21 days
7 years	22 days
8 years	23 days
9 years	24 days
10+ years	25 days

All unused paid annual leave accumulated in 2022 or after will carry over into the next calendar year, subject to the carryover limits specified above.

During portions of 2020 and 2021, due to the COVID-19 pandemic, NWLC decided to allow Employees' paid annual leave to continue to accrue while the use of annual leave was frozen. Paid annual leave accumulated in 2020 over the 2020 accrual cap may be used by an Employee until December 31, 2022, and will not be paid out if the Employee leaves NWLC before that date. Paid annual leave accumulated in 2021 over the 2021 accrual cap may be used by an Employee until December 31, 2023, and will not be paid out if the Employee leaves NWLC before that date.

Section 1.4. Payout

On an Employee's last day of work with NWLC ("termination date"), that Employee will be paid for any unused annual leave based on the balance of unused annual leave available to the Employee on the termination date, taking into account the applicable calendar-year limits on carryover hours or days. Annual leave may not be taken at the end of employment to extend a termination date. Employees may not otherwise receive pay in lieu of annual leave.

Section 2. Paid Sick Leave

Section 2.1. Amount and Accrual of Paid Sick Leave

Effective January 1, 2023, full-time Employees will earn twenty (20) days of sick leave per calendar year (pro-rated for part-time Employees), paid based on the Employee's salary at the time the leave is taken. Employees may carry over up to thirty (30) days of unused sick leave into the next calendar year. NWLC recognizes that Employees with chronic physical and/or mental illnesses manage symptoms that may be unpredictable and encourages Employees to use their sick leave as needed to manage their health.

Because new Employees may need to use paid sick leave before they have been able to accrue it, new full-time Employees will start with a balance of five (5) days of paid sick leave, and the balance of their remaining sick leave will be accrued through the remainder of the calendar year.

Section 2.2. Use of Sick Leave

Employees may use paid sick leave to care for themselves and their family members. For paid sick leave purposes, a family member is defined as an Employee's child, parent, sibling, grandparent, spouse, domestic partner, household member, close friend, or other person with whom the Employee has a significant relationship.

Sick leave may be used by Employees to care for their or their family member's physical and mental health, including but not limited to:

- Recovering from an illness or injury.
 - This includes all COVID-19-related sick leave, including leave to conduct a COVID-19 test, receive a COVID-19 vaccination, recover from a condition related to COVID-19 vaccination, care for oneself or a family member who is sick or has been directly exposed to COVID-19, care for a child whose school or child care provider is closed or unavailable due to the COVID-19 pandemic, and/or recover from a mental health condition caused or exacerbated by the COVID-19 pandemic.
- Attending health care appointments, including but not limited to: medical, vision, dental, mental health care, substance use treatment, physical therapy, or obtaining an abortion (including any necessary travel).
- Seeking preventative care (including mental health care).
- If an Employee or their family member is a victim of sexual assault, dating violence, domestic violence, or stalking, taking time off to seek medical care, shelter, counseling, legal advice, a court order, or other services related to the situation.

If an Employee needs to take more than five (5) consecutive days of sick leave, they will discuss with their supervisor coverage of their work responsibilities and will contact HR to discuss the possibility of needing

to use family/medical leave or taking a leave of absence. Ordinarily, proof of illness from a physician is not required for short-term, non-recurrent absences of five (5) days or less.

Employees may not receive pay in lieu of sick leave and unused sick leave is not paid at termination.

Section 3. Paid Family & Medical Leave

Section 3.1. Amount of Paid Family & Medical Leave

For approved family or medical leave taken on or after January 1, 2023, eligible Employees scheduled to work at least 20 hours a week who have completed their 90-day probationary period will receive a paid leave benefit equivalent to 100% of the Employee's salary at the time the leave is taken, up to a maximum of eighteen (18) weeks for family leave and eighteen (18) weeks of medical leave (pro-rated for part-time Employees) over a 24-month rolling period (measured backward from the date an Employee uses family or medical leave); eligibility is as defined in the District of Columbia's Family and Medical Leave Act. NWLC will not make any retroactive adjustments to annual or sick leave balances based on prior-year family or medical leave usage due to this prospective increase in discretionary paid leave benefits.

Employees must provide documentation as requested by HR to verify eligibility. If an Employee uses family leave to take care of a family member with a serious health condition, a declaration that the individual is the Employee's family member, as defined in the District of Columbia's Family and Medical Leave Act, will suffice.

Employees do not have to exhaust annual or sick leave to access NWLC's paid family and medical leave, but will not accrue annual and sick leave while out on paid family or medical leave. Employees may extend their paid family or medical leave using available paid time off.

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. NWLC's paid family and medical leave benefit will be offset by the value of all available benefits provided by D.C.'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 NWLC's paid family and medical leave. The combined total of benefits from all sources shall not exceed more than 100% of the Employee's regular pay.

Section 3.2. Section Return to Work

NWLC guarantees any eligible Employee reinstatement to the same or an equivalent position upon return from family or medical leave to the extent required by federal and D.C. law.

Section 4. Holidays

The following will be observed as NWLC holidays, during which full-time NWLC Employees are not required to work and will be paid, and part-time employees are not required to work and will be paid in proportion to the number of hours for which they are scheduled to work.

- New Year's Day
- Work day after New Year's Day
- Martin Luther King Jr. Day
- Inauguration Day (every four (4) years, unless it falls on another scheduled holiday)
- Presidents' Day
- Memorial Day
- Juneteenth
- July 4th/Independence Day
- Labor Day

National Women's Law Center & NPEU Collective Bargaining Agreement

- Indigenous Peoples' Day
- Presidential Election Day (every four (4) years)
- The week of Thanksgiving / National Day of Mourning
- Weekdays between the federal Christmas holiday and New Year's Day
- 3 floating holidays to be used as Employees choose, e.g., for different religious, cultural, or nationally recognized holiday(s).

If an Employee works during an NWLC holiday:

- A non-exempt Employee will be paid for actual hours worked (time worked by non-exempt Employees after seven and a half (7.5) hours is considered overtime and requires prior Department VP approval).
- A full-time exempt Employee can earn up to seven and a half (7.5) hours of compensatory annual leave per day (prorated for part-time employees).

If an Employee is on sick, annual, or bereavement leave when a holiday occurs, sick, annual, or bereavement leave will not be charged for that day.

If an Employee is on family or medical leave when a holiday occurs, that day may or may not be counted as family or medical leave depending on the Employee's schedule and whether their leave is continuous or intermittent. If NWLC is closed and employees are not expected to report for work for one (1) or more weeks, the days NWLC is closed do not count against the Employee's family or medical leave. If a holiday falls during a week in which an Employee is taking the full week for family or medical leave, the entire week is counted as family or medical leave. However, when a holiday falls during a week when an Employee is taking less than the full week of family or medical leave, the holiday is not counted as family or medical leave, unless the Employee was scheduled and expected to work on the holiday and used family or medical leave for that day.

Section 5. Summer Fridays

On the last two (2) Fridays in July, NWLC will be closed. If an Employee works on either or both of these July Fridays, they will receive compensatory annual leave as detailed in the previous section.

During August, NWLC will be closed on Fridays. If an Employee works on a Friday during August while the NWLC office is closed, they will receive compensatory annual leave as detailed in the previous section.

Section 6. Inclement Weather Policy

NWLC follows the federal government policy in deciding whether or at what time to close the office for inclement weather.

Employees who are scheduled to work in the office may work remotely if the federal government has made an announcement regarding inclement weather. If an Employee's usual caregiver routine is disrupted or delayed due to inclement weather (e.g., public schools or caregiving providers are closed, home care providers cannot travel to the Employee's home), Employees with caregiving responsibilities who are affected may set alternative work schedules in coordination with their supervisors.

Section 7. Paid Bereavement Leave

Effective January 1, 2023, full-time Employees may use up to sixteen (16) days of bereavement leave annually, paid based on the Employee's salary at the time the leave is taken, for the death of an Employee's family member. For bereavement leave purposes, "family member" is an inclusive term that includes an Employee's parent, child, sibling, grandparent, spouse, domestic partner, household member, close friend, or other person with whom the Employee has a significant relationship. Employees are not required to provide proof of familial or personal relationship to use bereavement leave.

National Women's Law Center & NPEU Collective Bargaining Agreement

Since grief is not a linear process, Employees are encouraged to use bereavement leave if a need for grieving happens outside of the immediate aftermath of the passing of their loved one, such as for an anniversary or memorial.

Longer leave may be requested from HR if needed by Employees who do not have other forms of available leave; approval is at the sole discretion of NWLC.

Section 8. Paid Study Leave

Effective January 1, 2023, Employees taking (or retaking) the bar as a condition of employment, and Employees taking a licensing or certification exam as a condition of employment, will be entitled to up to the equivalent of fifteen (15) business days of paid study leave, paid based on the Employee's salary at the time the leave is taken, for use before and during their scheduled exam and may use other applicable leave or professional development days for additional time as needed.

Section 9. Paid Court Leave

Employees attending jury duty or serving as a court witness will receive court leave, paid based on the Employee's salary at the time the leave is taken less any jury compensation or witness fees received if it is less than their NWLC compensation, provided that: (i) prior notice is given to NWLC to the best of the Employee's ability, and (ii) the Employee provides evidence of service on jury duty or as a witness.

Section 10. Unpaid Personal Leave

Employees may request unpaid personal leave in minimum increments of one-half day. These requests must be in writing, approved by the Employee's supervisor, and submitted to Human Resources before the leave takes place. Approval is at the sole discretion of NWLC. Requests will be approved based on a number of factors, including business needs and staffing requirements.

Section 11. Paid Sabbatical Leave

NWLC will develop a policy for sabbatical leave, with input from the Union through the LMC, by December 31, 2023, for implementation beginning in 2024.

ARTICLE XX. BENEFITS

Section 12. Health Insurance

As outlined below and in compliance with the controlling policies, benefit plan documents, and applicable law, NWLC shall maintain various medical, dental, and vision insurance ("health insurance") programs for employee participation. Employees are eligible to participate the first day of the month following the date employment begins or, if employment commences on the first day of the month, the date employment begins. Whenever possible, HR will coordinate with new hires to minimize the time that a new Employee does not have health insurance by setting the Employee's start date and their health insurance's start date on the first day of the month. If a new Employee does not start on the first day of the month, HR will inform the Employee that their health insurance coverage will not begin until the first day of the next month. Participation ends the last day of the month employment with NWLC terminates.

The descriptions below are general in nature. 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, including those provided below.

As detailed in the controlling policies and plan documents, NWLC provides health insurance coverage to Employees through the Center's selected health insurance provider to Employees regularly scheduled to work at least 20 hours per week.

Effective January 1, 2023, except as stated otherwise in this section, NWLC shall use best efforts to maintain the same health insurance coverage in place as of the Effective Date of this Agreement or obtain substantially similar levels of coverage under alternate carrier(s). No change in health coverage will be implemented by NWLC during the term of this Agreement without advance notice to and consultation with the Union.

Employees who work fewer than 20 hours per week are eligible for a monthly stipend of \$200 toward health insurance coverage.

Section 12.1. Medical Insurance

As detailed in the controlling policies and plan documents, NWLC will continue to provide Employees with medical insurance benefits and will maintain the same Employee premium cost share percentages for Employees and their dependents that were in place as of the Effective Date of this Agreement.

Effective January 1, 2023, NWLC's medical insurance coverage will include the benefits listed in the plan documents attached as Appendix E.

Section 12.2. Dental Insurance

As detailed in the controlling policies and plan documents, NWLC provides, at no cost to the Employee, dental insurance coverage through a provider selected by NWLC. NWLC covers 100% of the premium for Employees and eligible dependents.

Effective January 1, 2023, NWLC's dental insurance coverage will include the benefits listed in the plan documents attached as Appendix F.

Section 12.3. Vision Insurance

As detailed in the controlling policies and plan documents, NWLC provides, at no cost to the Employee, vision insurance coverage through a provider selected by NWLC. NWLC covers 100% of the premium for employees, and Employees may elect to enroll eligible dependents at their own cost.

Effective January 1, 2023, NWLC's vision insurance coverage will include the benefits listed in the plan documents attached as Appendix G:

Section 13. Life and Accidental Death and Dismemberment Insurance

As detailed in the controlling policies and plan documents, NWLC will continue to provide Employees with life insurance benefits and accidental death and dismemberment benefits that are in place as of the Effective Date of this Agreement.

Section 14. Long-Term Disability Insurance

As detailed in the controlling policies and plan documents, NWLC will continue to provide employees with long-term disability insurance benefits that are in place as of the Effective Date of this Agreement.

Section 15. Retirement Plan

Except as stated otherwise in this section, NWLC shall continue sponsoring the 403(b) plan in place as of the Effective Date of this Agreement, in compliance with the controlling policies and plan documents, and subject to ERISA regulations. The terms, conditions and restrictions set forth in such controlling plan documents shall take precedence over any summary plan description or other descriptions, including those provided below.

National Women's Law Center & NPEU Collective Bargaining Agreement

Effective January 1, 2023, new Employees shall be eligible to enroll in the plan upon completion of their 90-day probationary period. If eligible Employees do not enroll upon completion of their 90-day probationary period, they shall be auto-enrolled such that the Employee contributes 3% of their W-2 compensation. The annual amount an Employee can voluntarily contribute to the plan is limited by law.

For all employees who have completed their 90-day probationary period, NWLC will contribute an amount equal to 6% of the Employee's W-2 compensation. This contribution will be made on a per pay period basis. The annual compensation on which an employer contribution may be based is limited by law. In addition, the annual amount of the combined employer/employee contribution is limited by law.

Additionally, NWLC will match Employee contributions at a rate of 100% of Employee contributions up to a total of 3% of the employee's W-2 compensation, for up to a total NWLC contribution of 9% of an Employee's W-2 compensation.

All contributions to the plan vest immediately. By law, 403(b) plans are subject to non-discrimination rules that may require changes in Employee and/or NWLC contributions in a particular year.

NWLC, in its capacity as the Plan sponsor will continue to act as the Plan fiduciary, alongside whoever it designates as a fiduciary, so as to maintain and manage a prudent process under ERISA and prevailing case law.

Section 16. Travel Policies

When an Employee travels for work, NWLC shall cover reasonable meals, lodging (Employees will not be required to share a room), airfare or other transportation costs, according to a policy that will be developed by NWLC consistent with U.S. General Services Administration (GSA) per diem rates, with input from the Union through the LMC. This policy will also address methods for NWLC to pay travel expenses ahead of time or provide Employees with a method of payment, rather than reimbursing expenses after –the fact, to mitigate financial burden.

NWLC shall approve all reasonable accommodation requests related to disability, pregnancy, religion, and size, including, but not limited to, an additional seat on an airplane or train, larger beds in hotel rooms, and ground-level accommodations.

Section 17. Stipends & Other Reimbursements

NWLC will provide Employees with a stipend of \$175 each month to apply toward expenses related to work, which could include but are not limited to cell phone costs, commuting, and Wi-Fi. NWLC will maintain the pre-tax transportation benefits account in place as of the Effective Date of this Agreement, subject to applicable law.

Section 18. Flexible Spending Accounts

NWLC will maintain the pre-tax flexible spending accounts (FSAs) for health care and dependent care that are in place as of the Effective Date of this Agreement, subject to applicable law. The maximum amount of income that Employees may direct to their own dependent and health care FSA account is determined by law.

Section 19. Pay Advances

Employees may request pay advances, up to two (2) times a year, subject to approval by HR. NWLC's Finance team will develop applicable policies and forms that Employees must complete when requesting pay advances.

**ARTICLE XXI.
DURATION**

This Agreement shall take effect as of October 7, 2022 ("the Effective Date") and remain in effect until three (3) years from that date, expiring at midnight on October 7, 2025 ("the End Date"). 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.

**ARTICLE XXII.
NO STRIKE, NO LOCKOUT**

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

Employees shall not be disciplined for refusal to cross another union's duly authorized and lawful picket line, either at NWLC's premises or any location where NWLC may conduct its business offsite.

**ARTICLE XXIII.
TOTALITY OF AGREEMENT**

- a. This Agreement contains the entire understanding, undertaking, and agreement of NWLC and the Union and finally determines all matters of collective bargaining for its term.
- b. The Parties acknowledge that during negotiations that resulted in this Agreement, each had the right and opportunity to submit proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as expressly provided in this Agreement (including emergency situations under ARTICLE XII. Health and Safety, Section 2: Obligation of Parties During Emergency Situations), during the term of this CBA neither Party may be required to bargain over or reach agreement on any matter (whether or not addressed in this Agreement, whether mandatory or permissive) or engage in any negotiating or dispute-resolution processes, and both Parties unequivocally waive any such requirement.
- c. Notwithstanding the foregoing, the Parties may jointly decide to voluntarily enter into discussion and mutually reach agreement on issues not specifically addressed within this CBA. Any voluntarily and mutually agreed to changes to this CBA must be reduced to writing and executed by both NWLC and the Union to be effective.
- d. Once ratified, this Agreement will be made available for all Employees by placing a clearly marked, read-only PDF file on the NWLC intranet. NWLC will also give a copy of this Agreement to new Employees in the Unit as part of their new Employee orientation materials.

**ARTICLE XXIV.
SEVERABILITY**

If any term or provision of this Agreement is held by a court or administrative agency to be in conflict with any law or regulation, or if controlling legislation or emergency declaration by governmental authority prevents implementation of a CBA provision, such term or provision will continue in effect only to the extent permitted by law or regulation, without affecting or impairing any other term or provision of this Agreement. In such an event, the Parties will enter into collective bargaining aimed at agreement on a mutually satisfactory replacement provision or other resolution, and all other terms of this Agreement will remain in full force and effect during any such negotiations.

**ARTICLE XXV.
RATIFICATION**

In witness whereof, the Parties have executed this Agreement the day and year written below.

Nonprofit Professional Employees Union –
International Federation of Professional and
Technical Engineers, Local 70, AFL-CIO



President

Hayley Brown

National Women's Law Center



President & CEO

Fatima Goss Graves

Ratified by National Women's Law Center United Membership on October 7, 2022.



Bargaining Committee Chair

Elizabeth Tang

Appendix A

Appendix A: Bargaining Unit Positions as of 10/1/22

NWLC United Bargaining Unit Position

Accounting Associate
Accounts Payable Manager
Assistant, Education & Workplace Justice
Assistant, Marketing and Communication
Assistant, Reproductive Rights and Health
Assistant, Strategy & Policy
Associate, Education & Workplace Justice
Campaigns Associate
Campaigns Manager
Coalition and Policy Senior Manager
Community Partnerships Associate
Counsel for Reproductive Rights and Health
Counsel, Education & Workplace Justice
Counsel, Income Security & Child Care
Counsel, Reproductive Rights and Health
Creative & Digital Strategies Associate
Creative & Digital Strategies Associate
Database Manger
Development Assistant
Education Grassroots Community Partnership Mg
External Affairs Associate
Foundation Relations Associate
IT Manager
Legal Fellow
Litigation Senior Counsel, Reproductive Rights and Health
Manager for Community Partnerships, Income Security
Manager of Campaign and Digital Strategies
Manager of External Affairs
Manager of Foundation Relations/Grant Writer
Manager of Research - Income Security and Childcare
Media Associate
Philanthropic Engagement Associate
Policy Associate, Strategy and Policy
Program Manager, Legal Network for Gender Equity/ TULDF
Receptionist
Research Fellow
Senior Accountant-GL(General Ledger)
Senior Counsel, Income Security
Senior Counsel, Education & Workplace Justice
Senior Counsel, Health Equity
Senior Counsel, Legal Network for Gender Equity and TULDF
Senior Counsel, Reproductive Rights and Health
Senior Events Manager
Senior Legislative Analyst, Reproductive Right and Health

Senior Manager of Campaign and Digital Strategies
Senior Manager, Campaigns - Child Care
Senior Manager of Campaigns - Reproductive Rights and Health
Senior Manager of Creative & Digital Strategies
Senior Manager of Multimedia Design
Senior Manager of Research-Qualitative
Senior Manager, Foundation Relations
Senior Manager, State Policy and Outreach
Sr Manager of Campaign and Digital Strategies
State Policy Senior Counsel
Strategy and Policy Manager of State Advocacy
Temporary Counsel, Reproductive Rights and Health
TULDF Weil Innovator
Writer/Editor

Appendix B

Appendix B: FY 22-23 NWLC Salary Grid, Grades I, III, III

Grade I	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$58,550	\$61,540	\$64,525	\$66,915	\$69,125	\$70,500
Assistant	(0-1 yrs)	(2-3 yrs)	(4-5 yrs)	(6-7 yrs)	(8-9 yrs)	(10+ yrs)
Associate		(0-1 yrs)	(2-3 yrs)	(4-5 yrs)	(6-7 yrs)	(8+ yrs)

Grade II	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$83,000	\$85,660	\$88,400	\$91,230	\$94,150	\$97,165
Manager	(2-3 yrs)	(4-5 yrs)	(6-7 yrs)	(8-9 yrs)	(10-11 yrs)	(12+ yrs)
Policy/Research Analyst/Research Fellow	(0-2 yrs)	(3 yrs)	(4 yrs)			
Counsel/Legal Fellow	(0-1 yrs)	(2 yrs)	(3 yrs)	(4 yrs)		

Grade III	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	\$91,000	\$95,050	\$99,275	\$104,985	\$110,915	\$115,655	\$120,400	\$125,140	\$129,885	\$134,625
Senior Manager	(5-6 yrs)	(7-8 yrs)	(9-10 yrs)	(11-13 yrs)	(14-16 yrs)	(17-19 yrs)	(20+ yrs)			
Senior Policy/Research Analyst		(5 yrs)	(6 yrs)	(7-8 yrs)	(9-10 yrs)	(11-13 yrs)	(14-16 yrs)	(17-19 yrs)	(20+ yrs)	
Senior Counsel			(5 yrs)	(6 yrs)	(7-8 yrs)	(9-10 yrs)	(11-13 yrs)	(14-16 yrs)	(17-19 yrs)	(20+ yrs)

Appendix C



Appendix C: NWLC Salary Framework

In July 2019, NWLC implemented a compensation framework that made clear our commitments to internal equity and opportunities all staff have for future career growth at the Law Center. The system we have adopted is more straightforward, transparent, and in many ways innovative for nonprofits.

Why did NWLC adopt this particular compensation framework?

The system NWLC adopted is informed by its decades of leadership in pay equity and reflects the following NWLC priorities: it allows for more objective factors to guide pay setting, more standardization, more transparency, more assurance of internal equity, and meaningful salary growth opportunities for individuals at the lower end of the pay scale. Our framework is modeled on systems that reward the strength of the organization as a whole and promote cohesion across staff doing similar jobs. The system also reduces the risk that racial, gender or other forms of bias will affect individual salary determinations, a principle core to our work. Similar systems are used in many government and union settings.

How does the framework work?

At NWLC compensation is based on position and relevant work experience to ensure that people in similar roles who have similar years of experience are paid a similar amount. The Law Center counts experience as follows:

- Staff members receive credit for relevant paid or unpaid work experience;
- Experience spent in relevant roles where individuals worked for an average of at least 20 hours a week or more; staff who have worked multiple relevant jobs during the same period that add up to at least 20 hours per week will have that experience counted;
- Total experience is counted by month, then rounded up to the next year if the total number of years (converted from total months) ends in .50 or more and rounded down to the prior year if less than that;
- Experience gained while attending a full-time undergraduate, graduate or professional degree program will **not** count as work experience for staff members' placement on the grid, even if an individual worked in those roles 20+ hours/week.¹

¹ The exception to this rule is if a staff member attended school part-time while working at least 20 hours per week in a relevant role, thus taking longer to complete school. In that case, relevant work experience will be counted as set forth above.

Why relevant work experience? How is relevancy defined?

The mix of experiences that NWLC staff and candidates bring to their roles are extremely valuable and critical to the fabric of the organization. In developing the pay system, we aimed to ensure that people with similar work experience are paid similarly, and that the experience that differentiated pay for employees doing similar jobs is **only** experience relevant to their core work.

Determination of relevancy is based on the responsibilities and qualifications for a staff member's current role as defined by general job postings and their field.

Examples of Relevant Experience

While relevancy cannot be applied uniformly across positions, because it is based on role and fields, below are some examples (**not** an exhaustive list) of relevant experience by team:

- **Admin Team:** Finance, accounting, human resources, office operations, information technology, grants administration.
- **External Affairs - Development:** Grant seeking and stewardship, proposal writing, donor/constituent relationship management, database management, sales, fundraising, fundraising volunteer relationship management (including board relations), financial reporting, prospect research, events management, marketing, issue area expertise.
- **External Affairs - Communications:** Communications, public relations, journalism, social media, graphic design, brand management, events management, marketing, advocacy, coalition building, organizing (field and digital), campaigning, issue area expertise.
- **Program Teams:** Legal; federal or, state/local policy; advocacy; development of policy, legislation, issue-area messaging and reports; research and analytics; coalition building and organizing; campaigning; issue area expertise.

Partial credit for work experience that is partially related to current work

We also compensate staff by giving them partial credit for prior work experience that is only partially related to their current role. This approach avoids parsing small gradations among staff with similar levels of experience.

Who determines and approves candidate salaries?

The Director of Human Resources or their designee on our human resources team makes a placement recommendation, which is reviewed by the Vice President of Administration & Finance in consultation with the staff member's Vice President. The COO & Chief of Staff makes final determinations regarding salaries and grid placements, except for senior staff salaries which are determined by the President & CEO and reviewed by the Board's Executive Committee. The Board sets the salary annually for the President & CEO.

Appendix D

Appendix D: Ratification one-time payments

Ratification Payment Framework

Employment Start Date	Percentage of Ratification Payment
7/1/2021 or earlier - contract ratification date	100%
10/1/2021 - contract ratification date	75%
1/1/2022 - contract ratification date	50%
4/1/2022 - contract ratification date	25%
7/1/2022 - contract ratification date	10%
Ratification payment \$\$s by grade	
Grade I	\$ 2,000
Grade II	\$ 1,320
Grade III	\$ 750

Appendix E

Appendix E: Medical Plans

NWLC Medical Plans (CY 2022)

Product	CURRENT (CY 2022)		
	CareFirst		
	Option 3	Option 1	Option 6
Network	BlueChoice HMO	BluePreferred	BluePreferred
IN-NETWORK BENEFITS			
Deductible (Single / Family)	\$0 / \$0	\$0 / \$0	\$0 / \$0
Coinsurance	100%	100%	100%
Out-of-Pocket Maximum (Includes Deductible)	\$1,300 / \$2,600	\$1,000 / \$2,000	\$1,500 / \$3,000
Primary Care Physician (PCP)	\$10 copay	\$10 copay	\$20 copay
Specialist	\$20 copay	\$10 copay	\$20 copay
Referrals Required for Specialist	Yes	No	No
Inpatient	No charge	No charge	No charge
Outpatient	No charge	No charge	No charge
Artificial Insemination	6 attempts per live birth	Not Covered	6 attempts per live birth
In Vitro Fertilization	Not Covered	Not Covered	\$100,000 maximum
Urgent Care	\$20 copay	\$10 copay	\$20 copay
Emergency Room	\$50 copay	\$50 copay	\$50 copay
OUT-OF-NETWORK BENEFITS			
Deductible	Not Covered	\$300 / \$600	\$500 / \$1,000
Coinsurance		80%	80%
Out-of-Pocket Maximum (Includes Deductible)		\$2,000 / \$4,000	\$3,000 / \$6,000
PRESCRIPTION BENEFITS			
Deductible	None	None	None
Out-of-Pocket Maximum	Unlimited	Unlimited	\$4,500 / \$9,000
Retail Copay	\$10 / \$20 / \$35	\$10 / \$20 / \$35	\$10 / \$25 / \$45 / 50% to \$100 / 50% to \$150
Mail Order	\$20 / \$40 / \$70	\$20 / \$40 / \$70	\$20 / \$50 / \$90

Appendix F

NWLC

Dental Plan Details

	CURRENT (CY 2022) Lincoln	ALTERNATIVE (CY 2023) Lincoln
IN-NETWORK BENEFITS		
Deductible	\$50 / \$150	\$50 / \$150
Waived for Preventive	Yes	Yes
Coinsurance - Preventive	100%	100%
Coinsurance - Basic	90%	90%
Coinsurance - Major	60%	80%
Calendar Year Max	\$1,500	\$3,000
OUT-OF-NETWORK BENEFITS		
Deductible	\$50 / \$150	\$50 / \$150
Waived for Preventive	Yes	Yes
Out of Network Reimbursement	90% of UCR	90% of UCR
Coinsurance - Preventive	100%	100%
Coinsurance - Basic	80%	80%
Coinsurance - Major	50%	70%
Calendar Year Max	\$1,000	\$2,000
ORTHODONTIC BENEFITS		Children + Adults
Deductible	Not Covered	None
Coinsurance (INN/OON)		60%/50%
Lifetime Max		\$2,000

Appendix G

NWLC Vision Plan Details

	CURRENT EyeMed (CY 2022)	ALTERNATIVE 2 EyeMed (CY 2023)
IN-NETWORK BENEFITS		
Eye Exam	No charge	No charge
Fit & Follow-up: Standard	\$40 copay	\$40 copay
Fit & Follow-up: Premium	10% off retail price	10% off retail price
Benefit Frequency		
Exam / Spectacle / Frames / Contacts	12/12/12/12 (Months)	12/12/12/12 (Months)
Frames (in lieu of contacts)		
Allowance	\$130	\$300
Additional Discount?	20% off remaining balance	20% off remaining balance
Standard Plastic Lenses		
Single	\$20 copay	\$20 copay
Bifocal	\$20 copay	\$20 copay
Trifocal	\$20 copay	\$20 copay
Lenticular	\$20 copay	\$20 copay
Progressive - Standard	\$75 copay	\$75 copay
Progressive - Premium Tier 1	\$105 copay	\$105 copay
Progressive - Premium Tier 2	\$115 copay	\$115 copay
Progressive - Premium Tier 3	\$130 copay	\$130 copay
Progressive - Premium Tier 4	\$195 copay	\$195 copay
Lens Options		
Anti Reflective Coating - Standard	\$45 copay	\$45 copay
Anti Reflective Coating - Premium Tier 1	\$57 copay	\$57 copay
Anti Reflective Coating - Premium Tier 2	\$68 copay	\$68 copay
Anti Reflective Coating - Premium Tier 3	\$85 copay	\$85 copay
Polycarbonate - Std < 19 yrs of age	\$0 copay	\$0 copay
Contact Lenses (in lieu of lenses/frames)		
Conventional	\$130 allowance; 15% off remaining balance	\$300 allowance; 15% off remaining balance
Disposable	\$130 allowance	\$300 allowance
Medically Necessary	\$0 copay	\$0 copay
OUT-OF-NETWORK BENEFITS		
Eye Exam	Up to \$40	Up to \$40
Frames		
Allowance	Up to \$91	Up to \$210
Lenses		
Single	Up to \$30	Up to \$30
Bifocal	Up to \$50	Up to \$50
Trifocal	Up to \$70	Up to \$70
Contact Lenses		
Allowance	Up to \$91	Up to \$210