

COLLECTIVE BARGAINING AGREEMENT

Between

NEIGHBORHOOD FUNDERS GROUP

And

**NEIGHBORHOOD FUNDERS GROUP UNION,
COMMUNICATIONS WORKERS OF
AMERICA, LOCAL 9415**

July 1, 2025, through June 30, 2028

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PREAMBLE

This Collective Bargaining Agreement (hereinafter called the “Agreement”) is entered into this July 1, 2025, between Neighborhood Funders Group (hereinafter called “Employer” or “NFG”) and the Neighborhood Funders Group Union, Communications Workers of America, Local 9415 (hereinafter called “CWA” or “Union”). It is the intent and purpose of the Parties hereto that the Agreement promote and improve labor relations; promote the mutual interests of supporting community organizing, shifting power, and democratizing decision-making in philanthropy; support the organization’s goals and values around racial, gender, economic, climate, and disability justice; treat each other with mutual dignity, respect, and courtesy; and set forth herein the Parties’ agreement regarding the terms and conditions of employment

ARTICLE 1 – RECOGNITION

NFG recognizes CWA as the exclusive collective bargaining representative in accordance with applicable federal labor law for employees employed by NFG in the following bargaining unit:

Includes: Coordinator, Program Coordinator, Operations Coordinator, Executive Coordinator, Senior Coordinator, Senior Program Coordinator, Senior Operations Coordinator, Senior Executive Coordinator, Manager, Program Manager, and Operations Manager.

Excludes: President, Vice President, Senior Director, Executive Director, confidential employees and guards as defined in the National Labor Relations Act.

Additionally, the unit includes employees in the following job titles for periods of time when the positions do not meet the definition of “supervisor” under the National Labor Relations Act: Senior Manager, Senior Operations Manager; Senior Program Manager; and Director. The unit excludes employees in those job titles for periods of time when the positions do meet the definition of “supervisor” under the National Labor Relations Act.

The parties agree that job titles and/or employees who are assigned supervisory duties and consequently excluded from the unit shall be excluded from the unit for all purposes, including performance of the same duties they previously performed while in the bargaining unit. The parties agree that evaluation of supervisory duties for these titles will only be conducted at time of hiring, promotion, or when NFG determines that substantial changes to job duties have occurred.

ARTICLE 2 – UNION SECURITY

Each bargaining unit employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the

thirtieth (30th) day after such entrance, whichever of these dates is later, until the termination of this Agreement.

Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of continued employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) calendar days after the effective date of this Agreement, until the termination of this Agreement.

The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30th) day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of NFG, and unpaid leaves of absence of more than one month in duration.

NFG may inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

A. Payroll deduction of Union Dues

NFG agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, including assessments, authorized arrearages (also known as back dues and fees), and initiation fees, hereinafter referred to collectively as "dues" from the pay of an employee, upon receipt of a dues deduction authorization card or form to be supplied by the union, signed by such employee, each payroll period, and to pay over to the Union the amounts thus deducted no later than ten working days after the end of the preceding month during which deductions were made. Dues deductions will begin 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, in accordance with the NFG's normal payroll procedures.

If, for any reason, NFG fails or is unable to make the authorized deduction from pay in any payroll period, NFG will deduct the accumulated authorized deduction in an ensuing payroll period or periods, provided the employee's pay is sufficient to do so. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.

When an employee is granted an unpaid leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.

When an employee who has authorized the Employer to deduct Union dues is temporarily promoted or transferred to a non-bargaining unit position for a period of one

full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four full weeks. If such temporary promotion or transfer exceeds this four-week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated and the employee returned to a bargaining unit position, dues deductions shall be automatically reinstated without requiring a new authorization form from the employee.

The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by the Union at any time and the Union shall notify NFG in writing of the dues change. Following formal notice from the Union, such change in dues rate or amount will be deducted from bargaining unit employees' future wage payments in accordance with NFG's regular payroll practice. NFG requires at least fifteen (15 working days' notice of any increases in dues to be deducted. If the written notice is received within five (5) days of a payroll run, the change to deductions will be implemented at the following payroll.

NFG and the Union shall meet for the purpose of determining what information can reasonably, easily, and without causing additional expense other than minimal expenditures, be provided by NFG to the Union for purposes of implementing this Article and how such information shall be transmitted.

Changes to union dues, such as an increase or decrease in dues to be deducted, shall take effect within ten (10) working days after the Union provides written notice to NFG or, if there are extenuating circumstances, within four (4) weeks.

The information listed above will be taken from NFG records and will be sent to the Union with the dues collected no later than 10 working days after the end of the preceding month during which deductions were made; however, the Union recognizes that errors and delays may and will occur and, in using the information furnished, the Union assumes all risks associated therewith.

B. Indemnification of NFG

The Union agrees to fully defend, indemnify, and hold harmless NFG, its directors, employees, agents, and attorneys, for any lawsuits, claims, liabilities, grievances, and/or costs incurred as a result of performing management's obligations under this Article.

ARTICLE 3 – MANAGEMENT RIGHTS

NFG shall have the sole and exclusive right to manage its business; to decide each and every question pertaining to that business; and it shall retain all inherent rights, privileges, and prerogatives generally held by management, except to the extent they are clearly and unequivocally waived or limited in this Agreement. This includes the sole and exclusive right to establish its mission, goals, and programs, to determine the type of work to be done, the location of work, the method and process of rendering services, and the right to establish work, and work quality standards. NFG further has the exclusive right to establish new jobs and career

framework shifts, and to adjust the content of existing jobs. The foregoing, however, is not intended to diminish Management's commitment to an exchange of ideas and information with the Union on all matters affecting the workplace.

ARTICLE 4 – UNION REPRESENTATION

Union Stewards

The Union shall appoint shop stewards and shall inform NFG Senior Management Team of these appointments.

Union Activity

NFG will notify CWA within eight (8) work days of an employee's start date. Within sixteen (16) work days of an employee's start date, authorized representatives of the union will have the ability to meet with the new employee for up to two (2) hours of paid work time in order to orient them to CWA and this Agreement, scheduled at a mutually convenient time. No management employee or designee shall be present or monitor the meeting.

Authorized representatives of the union who are employees covered by this contract, shall suffer no loss in pay during normal work hours while representing other employees who are covered by this contract during grievance meetings, manager meetings, bargaining meetings, and union orientation meetings. Union activity cannot interfere with a bargaining unit member's work. If either bargaining unit member or their supervisor feels the volume or frequency of union activity is interfering with the bargaining member's work, then either party may call a meeting to negotiate a mutually agreed upon solution.

Contingent upon advance notice and agreement between the union and senior management team, NFG shall release up to two bargaining unit members for no more than eight (8) hours each, or one person for 16 hours per month, with mutual agreement with the Union, for work on Union business. The Union will provide NFG with five (5) working days advance notice of any such request and upon receipt of request NFG will respond within four (4) work days. If extenuating circumstances arise, management has the right to request an extension of this timeframe for response to a request. NFG reserves the right to deny such requests if it could jeopardize existing work and deadlines, and such requests will not be unreasonably denied.

In the case of an opportunity for union activity with less than 5 days notice, the union member may still make the request to participate, and such requests will not be unreasonably denied.

Approved time will be considered lost time and not paid by NFG. All members on lost time union business shall maintain their seniority, health insurance, and all other benefits within the Employer. A bargaining unit member seeking to be released on union business will work with their supervisor to adjust workload accordingly to reflect the changed working hours of the bargaining unit member; this workload adjustment will be agreed upon by NFG Senior Management Team and the Union.

Investigation of Grievances and Conditions

Stewards may use a reasonable amount of work time with pay to investigate written grievances, provided that the investigation does not unreasonably interfere with the steward's work or the work of other employees. Other representatives of the Union may also assist in investigating written grievances but shall not be paid by NFG.

Weingarten Rights

An employee shall have the right to have a Union Representative present at any meeting with supervisors or management representatives when such meeting is or may be reasonably suspected to be disciplinary in nature.

Non-Discrimination Clause

Neither shop stewards nor bargaining unit members shall be discriminated against because of their activities in or on behalf of the Union. Similarly, bargaining unit members shall not be discriminated against for non-participation in the Union.

ARTICLE 5 – VIRTUAL UNION BULLETIN BOARD

The Union may offer an online Digital Bulletin Board / Newsletter at their sole discretion, through employee's company email. Bulletin board material shall normally include the following:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections, appointments, and results of Union elections;
- c. Notices of Union meetings;
- d. Other factual notices, information and announcements concerning official business of the Union.

Such material shall be posted and/or removed only by an official Union representative or person designated by an official Union representative.

ARTICLE 6 – LABOR-MANAGEMENT COMMITTEE

- A. The Union and NFG will establish a Labor-Management Committee (LMC) to discuss areas of concern for either party. The Union and NFG shall not use these meetings for the purpose of engaging in collective bargaining, however, the LMC is a space to clarify or interpret matters included in the Collective Bargaining Agreement (CBA). Each meeting agenda will be mutually agreed upon by both parties and the meeting will be co-facilitated by the Union and NFG. The committee will meet at least quarterly, unless mutually agreed upon. The meeting will not exceed two (2) hours.
- B. The LMC's purpose is to promote workplace care and dignity, and ensure clear communication and transparency in decision making regarding organizational matters that impact all of NFG's staff. Topics for the LMC's meetings may be generated during

the initial bargaining process. Additional topics will be decided upon in subsequent meetings.

- C. The LMC shall be comprised of no more than three (3) representatives selected by the Union and up to three (3) representatives selected by NFG, including at least one (1) member of NFG's Senior Management Team. In addition, all bargaining unit employees will have the opportunity to attend LMC meetings. Names of representatives of both parties to constitute the LMC will be shared with the other party before the first meeting of the LMC.
- D. Minutes shall be taken of the LMC meetings and both minutes and recommendations shall be shared with the management team and staff.

ARTICLE 7 – HOURS OF WORK

- A. NFG has the exclusive right to determine schedules and/or business hours to account for operational and organizational needs within the parameters of this article. Nothing herein prevents NFG from adjusting employees' schedules. In the event of an adjustment, NFG shall give notice of changes at least (16) sixteen business days in advance.
- B. Although employees' schedules may vary depending on operational and organizational needs, NFG's business hours are Monday through Thursday 9AM-6PM in the employees' local United States (including United States territories) time zone. Employees are generally expected to be available and working during business hours.
- C. The standard work week of employees shall consist of four (4) days totaling thirty-two (32) hours and eight (8) hours each workday. Generally, these days will be Monday, Tuesday, Wednesday, and Thursday.
- D. Core Hours: In order to coordinate the efforts of employees across multiple time zones and maximize collaboration, NFG has designated Core Hours:
 - 1. Core Hours are defined as a period during which all staff are actively working and all-staff meetings and activities will generally be scheduled.
 - 2. Upon ratification of this Agreement, the Core Hours shall be defined as 9AM-1PM Pacific Time, Monday through Thursday.
 - 3. NFG shall provide employees written notice at least five (5) business days prior to any shift in Core Hours.
- E. Employees must be provided with breaks as designated under relevant city, state, and federal employment law.
- F. Requests for exceptions to the Employer's established schedules, including core hours, may be discussed and approved by individual managers on a case-by-case basis. Such requests will not be unreasonably denied provided such requests do not adversely impact NFG's ability to accomplish its operational and organizational needs.

ARTICLE 8 – REMOTE WORKING CONDITIONS

NFG is a national and entirely remote organization. Staff conduct work from the geographic location where they are currently based. While some staff work from home, others may prefer access to a workspace, such as an office in a coworking space. NFG desires all employees to work in a safe and healthful workplace, including but not limited to sufficient working space with adequate lighting, air filtration, and ergonomic standards. However, as an entirely remote organization where employees set up their own workspace, NFG cannot guarantee these conditions will be present in every employee's work space and employees should be comfortable accepting the responsibility of confirming the suitability of their desired working environment and affirmatively consulting with NFG if they require advice or assistance in doing so. Because NFG has no control over employee choices of their preferred working environment(s), NFG cannot be liable for injuries to third parties and/or cohabitants which may occur in or near employee work areas. In the event of a job-related injury, you should report the incident to your supervisor as soon as possible, following the procedures outlined in NFG's Workers' Compensation Policy. Workers' compensation does not apply to injuries to any third parties or members of the employee's family on the employee's premises.

Office Equipment: NFG will supply employees with necessary materials for work purposes, which can include but are not limited to a computer that can connect to internet, NFG materials and files as necessary, and necessary office supplies. As outlined in the equipment guidelines, supplies should fall within purchase guidelines and requests must be approved by an employee's supervisor before purchase.

All organizational materials are the sole and exclusive property of NFG. Upon the termination of employment for any reason, NFG will request and coordinate the Employees return of organizational materials, equipment, tools, supplies, physical property, or reproductions of organizational materials.

Reasonable Accommodation Requests Regarding Office Equipment: Employees should communicate with their supervisor when requesting any form of reasonable accommodations that require office equipment purchases for the workplace. To request this type of accommodation, an employee should submit a completed "Request for Reasonable Accommodations" form which can be obtained from the Human Resources folder in NFG's Dropbox to their supervisor and the Director of Human Resources. Within sixteen (16) working days from when the employee submits the form, NFG will acknowledge receipt of the request and initiate an interactive dialogue with the employee. This process should be completed reasonably promptly depending upon the availability of the employee, availability of any required documentation from the employee and a medical provider, availability of the required NFG personnel, and the availability of any agreed-upon equipment.

Work Space: If a work space outside of their personal home is requested by the employee, the employee will relay the request to their supervisor for approval. NFG is under no obligation to find the work space for an employee outside their personal home. NFG also reserves the right to set limits upon reimbursement for expenses relating to reservations of coworking spaces which are at least equal to the rates which would be reasonable and necessary in order to reserve such

space in a given market as well as to obtain any office equipment in a given market which NFG does not supply.

Technical Support: As an entirely remote organization, NFG will ensure that staff has access to technical support.

ARTICLE 9 – GRIEVANCE / PROBLEM RESOLUTION PROCEDURE

NFG and CWA 9415 believe in the value of resolving disputes informally, if possible, through discussion and without resort to the formal grievance procedure. This Grievance / Problem Resolution Procedure is designed to provide a timely, efficient, and effective way of resolving workplace disputes about matters covered in this agreement. NFG and the Union agree that it is in their mutual interest to promptly resolve grievances at the lowest possible level. When possible, employees are encouraged to discuss disputes informally with their immediate supervisor, or if appropriate, manager who took the action that the employee and Union consider to be a violation of the parties' Agreement, during a check-in or via email. Supervisor and employee will both attempt to resolve the dispute, if possible; if the dispute is not resolved, the employee may submit a grievance through the Union under the procedure below.

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.

The presentation of a formal grievance must be made in writing, and must be presented to NFG within thirty (30) work days from the first occurrence of the action (or omission) or within thirty (30) work days from the date of discovery.

Grievance Procedure - Step One

An employee will initially present and discuss their grievance with a Union representative of CWA 9415.

1. NOTIFY: To formally begin the grievance procedure, the grievance must be presented by the Union to the employee's immediate supervisor or, if appropriate, the manager who took the action that the employee and Union consider to be a violation of the parties' Agreement. A copy of this submission must also be sent to the Vice President of Finance & Operations at hr@nfg.org and the President or the Executive Director of a fiscally sponsored project at the discretion of the employee and/or Union with the employee's express or implied consent. NFG reserves the right to unilaterally change the person who receives these notices at any time. NFG will give the union notice of when the change of personnel is made.
 - a. The Union will submit written presentation of the grievance to management and will include the nature of the grievance; the date of the occurrence; and the Agreement article/section alleged to have been violated, the name of the grievant, and the remedy sought.

2. RESPONSE: NFG will provide the Union with information and/or reasons it used or relied upon as a basis for the action (or omission) no later than ten (10) work days following presentation of the Step I Grievance from the union.
3. STEP 1 GRIEVANCE MEETING: NFG will hold the Step I Grievance meeting within twenty (20) work days following presentation of a timely formal grievance. One (1) paid Union representative designated by the Union may attend this meeting, in addition to the grievant. NFG will inform the Union of the organization's position and rationale for its action or decision at the conclusion of the Step I Grievance meeting.

Grievance Procedure – Step Two: Optional Mediation

1. If both parties agree, they may choose to utilize mediation to attempt to resolve the issue. Upon agreement to enter mediation, the parties agree to select one of the following options:
 - a. Option 1: The parties agree to use the assigned federal mediator from Federal Mediation and Conciliation Service, who is provided at no cost to parties.
 - b. Option 2: The parties will select a mediator by striking from a slate of three (3) mediators provided by the Federal Mediation and Conciliation Service. The fees associated with mediation under this option would be split evenly between CWA 9415 and NFG.
 - c. Option 3: The parties select a mediator from a values-aligned mediator or mediation group. The fees associated with mediation under this option would be split evenly between CWA 9415 and NFG.

After the initial step of presenting a written grievance to the immediate supervisor, or if appropriate, the manager who took the action that the employee and Union consider to be a violation of the parties' Agreement, during the remaining steps in processing of grievances at Step I, in optional mediation, and in arbitration if that becomes necessary, NFG will deal with the Union representative, not the grievant (a.k.a. the aggrieved employee).

Arbitration Procedures

Arbitration cases should be minimal due to effective use of the Grievance / Problem Resolution Procedures outlined here. If the grievance is not settled in Step 2, CWA shall notify the Vice President of Finance & Operations in writing within ten work (10) days of Grievance meeting or the close of optional mediation of its intent to proceed to arbitration.

SELECTION OF ARBITRATOR: A panel (a.k.a. list) of arbitrators will be requested by mutual agreement of the parties for hearing arbitration cases. Upon receipt of the Union's timely written intent to arbitrate, the case will be assigned to an available arbitrator. The parties agree that they will obtain a list of labor arbitrators from the American Arbitration Association (AAA), Federal Mediation and Conciliation Service

(FMCS), or the California State Mediation and Conciliation Service (CSMCS). If an arbitrator notifies the parties that they are unable to accept a case, the case will be referred to the next arbitrator. If the next arbitrator cannot provide a hearing date within the six (6) month time frame, the parties shall proceed through the remaining arbitrators, in order of appearance, until a hearing date can be scheduled ideally within the six (6) month timeframe of this section.

DETERMINATION OF DATE FOR ARBITRATION: The designated representatives of NFG management and of the Union shall promptly agree on a hearing date after securing available hearing dates from the arbitrator.

FEES AND COSTS OF ARBITRATION: The fees and costs of arbitration, including the Arbitrator's per diem, scheduling and / or cancellation fees, the per diem or fees of a stenographer, and transcript costs shall be borne equally by the parties. Any legal fees and costs shall be paid by the party incurring them. If the parties cannot agree on a proposed hearing date, then the Arbitrator selected by their mutual agreement shall be empowered to schedule the opening date for hearing.

TIMEFRAME FOR ARBITRATION: The Arbitrator will render a decision within forty-five (45) calendar days from the date the matter is submitted for decision, e.g., after the parties' submission of post-hearing briefs after the close of hearing. All decisions within the jurisdiction of the Arbitrator under this CBA and as agreed upon at hearing will be final and binding on all parties.

The Arbitrator shall have no authority to add to, subtract from, otherwise modify, or ignore the lawful provisions of the parties' Agreement.

Timelines

The timelines of the parties' Grievance / Problem Resolution Procedure outlined above may be extended by mutual agreement of the Union and NFG; however, in the event that a grievance is dormant for a period of thirty (30) work days or more beyond any particular step, the grievance will be deemed withdrawn.

ARTICLE 10 – JOB DESCRIPTIONS

1. NFG shall maintain a written job description for each classification or title within the CWA bargaining unit. All written job descriptions are guides to the functions, responsibilities, and general duties of the role. The parties agree that NFG has the unilateral right to add, remove, or change employee job duties. Duties listed in the written job description are illustrative and are not to be construed as a limitation on work assignments or on the employee's freedom to request permission from their supervisor to voluntarily take on additional work, special projects, or professional development opportunities.
2. Each member of the bargaining unit shall receive a copy of their written job description within one year from the date of ratification of this Agreement.
3. Beginning one year after ratification of this Agreement, NFG will provide employees with accurate job descriptions upon hire, promotion, or position transfer

as soon as the employee's specific duties are known and reduced to writing. In general, NFG will develop written job descriptions for any new position(s) within thirty (30) working days of the posting of the new position.

ARTICLE 11 – PERFORMANCE EVALUATION

- A. NFG anticipates that unit employees will receive formal performance evaluations approximately once per year. Evaluations are designed to provide an opportunity to reach a shared understanding of quality of work, areas of leadership and opportunities for growth, and to develop shared goals for the coming year.
- B. No performance evaluation will be from a singular evaluator. Formal performance evaluations must include feedback from the employee's direct supervisor, and from a minimum of one other person, but ideally 2-3. This may include other supervisors, managers, or other employees that the employee has substantively worked with during the evaluation period, including on collaborative or cross-program tasks. All supervisees in the bargaining unit will have the opportunity to provide feedback in their supervisors' performance evaluations.
- C. A current unit employee who did not receive a formal performance evaluation for more than a year should request one from their direct supervisor and if the evaluation is not scheduled, then contact the Vice President of Finance & Operations to formally request an evaluation if they wish. But if NFG does not conduct an annual performance evaluation, an employee may assume that their performance is satisfactory unless the employee has received written notice to the contrary.
- D. In addition to formal performance evaluations, supervisors may periodically review employees' performance and discuss their evaluation with employees on an as-needed basis and also provide guidance on job tasks, identify areas of growth, and recognize strengths.
- E. Every performance evaluation should result in goals for the coming year, be mutually agreed upon, and signed by the employee and their direct supervisor.

ARTICLE 12 – WORKLOAD/POSITION CHANGES

Manager will provide employees with a notification of at least eight (8) working days in advance of a significant change in the workload or duties described in their job description. This will also include a mutually agreed upon time period, not to exceed sixteen (16) working days, to transition into performing the new duty independently. This article does not cover employees taking on interim responsibilities as addressed in Wages article.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

- A. Both the Union and NFG are interested in promoting the professional development of NFG's staff and wish to jointly express their commitment to such development. To this end, in conjunction with an employee's performance evaluation, NFG or the employee may initiate discussion of possible next steps in the employee's career path at NFG. A career path

includes improvement in one's current position, possibilities for advancement within a job classification, or promotion to another position. This discussion should include a review of the additional skills training, or education relevant to advance along a career path at NFG.

- B. Subject to the condition of the organization, NFG will provide resources on an annual basis for professional development in the amount of \$3,000. Employees and their supervisors will review available resources in conjunction with the annual performance evaluation; however, nothing in this paragraph prevents the employee and their supervisor from discussing opportunities outside of the evaluation process.

ARTICLE 14 – JOB POSTINGS AND HIRING

NFG shall determine the qualifications, responsibilities, salary, and line of authority for any new positions.

A. Job Posting

Whenever NFG seeks new employees for positions in the CWA bargaining unit, as identified in this Agreement, or completely new CWA bargaining unit positions, NFG will post/advertise the positions internally and externally and attempt to fill the positions with internal candidates. Bargaining unit positions shall be posted/advertised as long as may be necessary to fill them.

B. Ad Hoc Hiring Committee

When hiring for bargaining unit positions, NFG will,, establish an ad hoc hiring committee which will involve both NFG management and at least one current NFG staff member in the CWA bargaining unit. The ad hoc hiring committee will review the NFG job description(s) for the bargaining unit position(s), which shall be prepared by and remain the sole responsibility of NFG, subject only to the provisions of this Agreement.

When hiring for bargaining unit positions, the ad hoc hiring committee members of the hiring committee will have a joint interview as one step of the hiring process and will offer recommendations as to the best-qualified candidate following the ad hoc committee interview.

C. Decision Making

Regardless of establishment of an ad hoc hiring committee, the hiring manager (i.e. the supervisor of the position) and Senior Management Team will retain final decision making authority and responsibility for the hiring process, candidate selection, and negotiations with any finalist. This may include 1:1 interviews conducted by the hiring manager in addition to any ad hoc hiring committee interviews.

For compliance purposes, members of the ad hoc hiring committee shall take direction regarding the interview/selection process from NFG's Senior Management Team. Hiring decisions shall remain the exclusive responsibility of NFG.

ARTICLE 15 – SUBCONTRACTING & TEMPORARY WORKERS

Both the Union and NFG are interested in prioritizing regular, full-time employment and career path positions at NFG.

1. Subcontracting

All work that has been historically and customarily performed by employees in the bargaining unit in job classifications covered by this Agreement shall not be subcontracted or transferred to any person, company, or non-bargaining unit employee, except as described in this Agreement or when required in cases of emergency. However, when NFG believes that specific and/or compelling business reasons exist to subcontract or transfer such work, NFG will notify the Union as to the substance, duration, and other relevant information, and the parties shall meet with the goal of reaching mutual agreement. CWA shall not unreasonably withhold agreement.

For the duration of this Agreement, the parties agree that the following non-exhaustive list of examples of roles or related activities shall not be considered to be bargaining unit work and consequently shall not be subject to the limitations in this article: bookkeepers, grant writers, videographers, film makers, photographers, professional facilitation, project management, communications consultants/strategists, website developers and support services, auditors, inspectors, event coordinators/planners, on-site and virtual logistics support, legal, accounting, interpreters and translators, and other professional services, etc.

2. Temporary Workers

The parties recognize that the creation or use of a temporary position may also be appropriate. The parties agree that NFG has the sole discretion to create temporary contractor positions, which are subject to the subcontracting section above. The parties agree that NFG also has the sole discretion to create temporary employee positions and to determine the appropriate structure of new positions.

If an employee hired in a temporary position performs work historically and customarily performed by employees in the bargaining unit, the parties agree that the employee will be part of the unit. Temporary employees may be released from employment at any time for any reason during the first 90 days or at the end of their temporary assignment or contracted period without recourse to the arbitration procedure in this Agreement or any other appeal procedure.

ARTICLE 16 – SUPPORT FOR UNION LABOR

Consistent with the Organization's values, NFG will strive to contract with union, BIPOC-owned, or high-road businesses, especially when running in-person events (e.g., hotels, restaurants, retail stores) where feasible. The Parties agree that NFG has the sole discretion when

making purchases or contracting with third parties and that disputes arising under this provision are not subject to the grievance procedure set forth in the parties' Agreement.

The Employer understands that the Union may wish to have opportunities to escalate their concerns regarding compliance with this article. If placed on the agenda, the LMC will address the Union's concerns during the quarterly meeting. Senior Management will consider the Union's recommendations, input, and concerns expressed during the LMC meetings. Periodically the LMC will generate a list of vendors and businesses that meet the desired values-criteria.

ARTICLE 17 – EXPENSE REIMBURSEMENT

- A. As a predominantly remote organization, NFG will also provide reimbursement for up to \$60 per month for internet, and \$90 per month cell phone service used for work.
- B. NFG will provide reimbursement for office supplies with prior approval of an employee's direct supervisor, including but not limited to desks, chairs, printer, etc. in accordance to the office equipment policy.

ARTICLE 18 – BENEFITS

All regular, full-time NFG employees are eligible for benefits. Employees can enroll during the applicable open enrollment period, unless a qualifying life event occurs that allows them to enroll or change benefits at that moment.

A. Health, Vision, and Dental Insurance

NFG provides health, vision, and dental insurance to all full time (average of 30-hours per week) employees 18-years old and over.

- Dependents may be added to an employee's policy with 25% of the additional premium paid by the employee, deducted from the employee's paycheck. NFG pays the other 75% of the premium for eligible dependents. Spouses or domestic partners may be added as well, with the 25% of the cost being paid by the employee and deducted from the employee's paycheck.
- Coverage starts the 1st of the month, after the employee's date of hire.

B. Retirement

Eligibility: NFG employees working less than 20-hours per week and temporary employees are not eligible to participate in NFG's retirement plan.

NFG employees who work more than 20-hours per week and are not temporary employees will be eligible to join NFG's 403(b) retirement plan. NFG currently offers a flat (6%) contribution. All eligible employees are 100% vested in their own contributions at all times, and new employees will become vested in NFG's contributions to the program in accordance with the provisions of the 403(b) retirement plan and as follows:

- 50% of any company contributions at the end of the employee's 1st year of employment;
- 100% of any company contributions at the end of the employee's 2nd year of employment.

ARTICLE 19 – LIFE INSURANCE

NFG shall maintain its current life insurance policy offering (as of January 1, 2024) to all eligible employees at no cost to the employee. So long as the life insurance policy permits, employees may choose to purchase additional life insurance upon the employee's written authorization that the cost of the additional life insurance is to be deducted from their pay. Coverage shall not be required for employees found ineligible for coverage by the designated insurance provider. Should NFG's provider discontinue coverage, NFG agrees to provide replacement coverage so long as the cost quoted to NFG to provide equivalent coverage is within 15% of NFG's current cost.

ARTICLE 20 – DEPENDENT CARE

NFG shall provide an employee self-funded Dependent Care Flexible Spending Account for all interested employees. Employees may reduce their salaries and use pre-tax dollars to pay for child care or the care of a disabled dependent through NFG's Dependent Care Flexible Spending Account.

ARTICLE 21 – LEAVE AND PAID TIME OFF

NFG aspires to provide employees with leave and paid time off opportunities to promote their wellbeing and space for rest, time to care for themselves and loved ones, recover from loss, respond to extraordinary circumstances, and the ability to participate in elections. All employees must request their supervisor's approval before scheduling or taking any leave or paid time off.

Except for Sabbatical Leave, all leave policies of this article apply to all employees, however, the accrual rate calculations pertain to full-time employees only. Part-time employees are offered a prorated amount of leave based on the extent to which they work compared to a full-time employee. This applies to accrual rates, accrual caps, and carry-over maximums.

1. Holidays

NFG observes paid organizational holidays. All full-time employees are eligible for paid holidays. Employees will receive their regular pay for their regular scheduled work hours for any observed organizational holiday.

Holidays occurring on a Sunday will generally be observed on the subsequent Monday. Holidays occurring on a Saturday will generally be observed on the prior Thursday. Holidays occurring on a Friday will generally not be observed.

NFG observes the following paid organization holidays:

1. New Year's Day (January 1st)

2. Fred Korematsu Day (January 30th)
3. Martin Luther King, Jr Day
4. Presidents Day
5. Cesar Chavez Day (March 31st)
6. Memorial Day
7. International Workers Day (May 1st)
8. Independence Day (July 4th)
9. Juneteenth (June 19th)
10. Labor Day
11. Indigenous Peoples Day
12. Thanksgiving Day

Holidays for part-time employees

When a paid holiday or an in-lieu-of holiday falls on the regular workday of a part-time employee, the part-timer will be given a paid holiday off equal in number to the number of hours usually scheduled to be worked on that holiday. When the holiday falls on the non-workday of a regularly scheduled part-time employee, the employee is not entitled to an in-lieu-of holiday off.

Working during an observed holiday

Any exempt employee who is required or instructed by a supervisor to work (including work travel) on a paid holiday will be allowed to take another workday off as approved in advance by their supervisor. Any non-exempt employee who is required or instructed by a supervisor to work (including work travel) on a paid holiday will be paid overtime at 1.5x their regular rate of pay for their time worked.

2. Administrative Closures With Notice

NFG offers two instances of Administrative Closure With Notice.

Annually, at the discretion of the President, the organization will close for a period of no less than two work weeks, with the exact dates to be announced no later than September 15th of each year. This time will not be counted against employees' paid vacation accruals. With prior approval from the President, managers with the title of Senior Director or above in the career framework may shift a team or team members' year-end Administrative Leave to earlier or later than this period in order to meet work deadlines or objectives. In the event that this administrative leave period spans Jan 1 and Jan 1 falls on a work day, the administrative leave period shall not be extended as a result of the holiday's occurrence.

In a year when NFG hosts its National Convening, the organization will close for a one work week (4 work days) paid administrative closure the week immediately following the event. Work during the National Convening will not generate any paid time off above and beyond that earned in the normal course of that work in addition to the one work week paid administrative closure following the convening.

3. Vacation

Vacation time begins to accrue at the start of employment and is accrued per paycheck. The maximum amount per year that an employee is allotted will depend on the employee's length of

service according to the chart below. Once employees reach the maximum number of banked days for their tier, they will not accrue additional time until vacation is taken to reduce the balance below the limit allotted for their tier. Employees who are on an unpaid leave of absence will not accrue vacation time. Once all accrued vacation is used, any additional personal time taken off will be unpaid and the organization reserves the discretion to deny any additional time off unless required by law.

On occasion, employees may request more vacation leave than they have accrued. Employees eligible for vacation benefits may request to take up to five days of unearned vacation time within a one-year period. Approval of such a request is entirely at the discretion of the employee's supervisor. At any given time, an employee's negative vacation balance cannot exceed 40 hours. Employees may not choose pay in lieu of vacation. Vacation days which have been accrued but are unused may not be cashed in for salary except at the time of separation from employment. At this time, an employee will be paid out for unused accrued vacation days. If, at the time of separation from employment, an employee has a negative vacation balance, the employee understands that NFG will request that the employee authorize a deduction for the amount of vacation time owed from their final paycheck.

Length of Employment	Hours Accrued per semi-monthly paycheck	Yearly Maximum Accrual	Maximum Banked Hours
Start date through end of third year	7.67	184 hours (23 days)	276 hours (34.5 days)
Beginning in fourth year	9.33	224 hours (28 days)	336 hours (42 days)

4. Sick Leave

Use of paid sick leave is provided for NFG employees to have time off to tend to their holistic health and wellbeing, including but not limited to medical and dental appointments, care or treatment of an existing health condition, including reproductive or mental health related conditions, or preventive care of an employee, or kin care.

To ensure that all employees have immediate access to paid time off to care for their healthcare needs, full-time employees will receive 80 hours (10 days) of sick time per calendar year. These hours are allocated in full after the first pay period of the year.

Employees who work partial years will receive a prorated amount of Sick Leave hours for that year, e.g., an employee whose employment with NFG starts on July 1 will receive 40 hours (5 days) of Sick Leave for that year.

Accrued sick leave does not expire and employees may carry over up to 160 hours (20 days) from previous years. Unused sick leave may not be cashed in for salary and will not be paid out upon separation from employment.

Employees who need additional time off for reasons of legitimate health or medical reasons may be allowed to take paid or unpaid leave with proper documentation and within the limits of local, state and federal laws.

First Use of Paid Sick Leave	Amount of Sick Leave Per Year, per Employee	Minimum Use of Paid Sick Leave	Maximum Amount Banked
1st day of employment	80 hours (10 days), to be prorated in the case of a partial-year employee.	1 hour increments	160 hours (20 days)

As an additional condition of eligibility for paid sick leave, an employee who is absent due to a non-work-related illness or injury for eight or more consecutive calendar days must apply for state disability benefits, and an employee who is absent due to a work-related illness or injury for three or more consecutive days must apply for workers' compensation benefits. Accrued or other employer-paid sick leave can be used to supplement any payments that an employee is eligible to receive from disability or workers' compensation insurance. However, the combination of any such insurance payments and sick leave pay cannot exceed the employee's normal weekly earnings.

5. Climate-Related Emergency Leave

In order to provide employees with the necessary time to respond and care for themselves in the event of climate-related emergencies that inhibit them from performing their essential duties from their remote work location, NFG will provide up to five (5) working days of paid climate-related emergency leave per calendar year.

For the purposes of this policy, the term "climate-related emergency" means any disaster, catastrophe, or emergency situation reasonably understood to be caused by the impacts of climate change where the health, safety, or welfare of the NFG employee and the general population local to the employee's designated remote work location is directly threatened by the consequences of:

- A. Flood, hurricane, earthquake, tornado, wildfire, or other serious act of nature; or
- B. Severe and unanticipated resource shortage; in this case "resource" means, but is not limited to, natural gas, heating fuel, automotive fuel, electricity, communications, water, and/or food.

Employees shall not suffer any loss of pay or benefits while using climate-related emergency leave. The duration of this leave may be extended as necessary, based on the ongoing effects of the emergency and with approval in writing of the employee's manager.

Employees who were previously scheduled for approved vacation or leave will not be charged with using vacation or leave time during mandatory climate-related emergency closures or evacuation orders as may be declared by federal, state, or local authorities. Any days previously approved as vacation that are used for approved climate-related emergency leave shall be returned to the employee's accrued vacation time balance.

6. Leave of Absence

Bargaining unit employees shall be eligible for leaves in the same manner as other NFG employees as described in the NFG employee handbook. NFG will notify the Union of any future changes in the leave provisions set forth in the NFG employee handbook. Except as to leave modifications required by law, the parties may agree to customary effects bargaining before implementing change(s). As for legally mandated changes, any effects bargaining shall not delay the implementation of the change to meet legal requirements.

7. Sabbatical Leaves

Sabbatical leave is an extended time away from work that is granted to an employee for varying purposes, including personal reasons, professional and academic growth, learning and development of new skills, or rest and recuperation – while maintaining their status as an existing employee. Employees become eligible for a two (2) month sabbatical after five(5) consecutive years of full-time employment at NFG. Part time employees are not eligible. During this sabbatical, staff are still considered employees and will receive their full salary and benefits. Employees have the option of using accrued vacation to add one additional month to extend the full sabbatical leave to three (3) months. The granting of a sabbatical is at the sole discretion of NFG and may be made subject to both general business conditions as well as the specific demands of employees' roles/departments.

With the exception of vacation used to extend a sabbatical from two (2) months to three (3) months as described above, no additional vacation leave may be used withing six (6) weeks of the agreed upon start or end date of an employee's sabbatical.

Employees on sabbatical leave will not accrue vacation time during their sabbatical. Employees will continue to accrue paid sick leave subject to the terms of that policy during their sabbatical. Employees on sabbatical leave will continue to have pre-tax deductions made for their medical, dental, and vision benefits from their paycheck.

Given this is a new benefit for NFG that will require time before implementation, the design of sabbatical leave policy is in the sole discretion of NFG. Budgets and program workplans will be considered when management is reviewing eligible employee's request for sabbatical. The design will be presented to LMC when available, and the policy will be implemented within one year of ratification of this agreement.

8. Bereavement Leave

In the event of a death of a loved person in an employee's life (such as a family member, chosen family member, or dear friend), a paid leave of up to five (5) working days of bereavement leave will be granted by a supervisor.

In the event of the death of an employee's pet, employees needing time off for this purpose may use allocated sick leave or accrued vacation leave.

9. Voting Time Off

NFG encourages employees to exercise their right to vote. If an employee is scheduled to work on an Election Day and does not have enough time outside of working hours to vote in a scheduled federal, state, or local election or there are circumstances that would hinder an employees' ability to vote within the allotted time frame, the employee may take four to eight hours of paid leave to vote, depending on anticipated wait times, volunteering at poll locations, and other local circumstances. Where possible, the employee shall give their supervisor at least two (2) days' notice that time off to vote is needed.

10. Medical Leave for Serious Health Condition

NFG may grant full-time employees up to 6 weeks of supplemental, paid sick leave, in full day increments, over a rolling twelve (12) month period counting backward from the date the leave is used in the case of a serious health condition, as that term is defined by the California Family Rights Act (CFRA).

Where paid medical leave benefits are available to an NFG employee under a mandatory public benefits system (such as benefits programs available in California, New York, and the District of Columbia or under a workers compensation insurance program), paid medical leave under this section shall be coordinated with and shall run concurrently with such public leave benefits. The employee shall seek and use compensation available through that system. The combination of any such public benefits and paid medical leave benefits under this section cannot exceed an employee's regular pay.

Supplemental leave in this section must be approved by the employee's supervisor and HR and requires written certification from the employee's medical care provider or the employee's family member's medical care provider.

ARTICLE 22 – PARENTAL LEAVE

Parental leave is available to bond after the birth of an employee's child or the placement of a child with the employee for adoption or foster care.

Full-time employees will be entitled to up to twelve (12) weeks of paid parental leave on their first day of employment. Part-time employees are offered a prorated amount of leave based on the percentage they work compared to a full-time employee. Any parental leave must be taken within twenty-four (24) months after the date of birth or child placement, but an employee can take no more than twelve (12) paid weeks in a twenty-four (24) month rolling period looking backward from the date an employee uses parental leave.

In addition to the leave provided in this section, employees may also use other accrued paid leave for parental leave purposes, including vacation. Sick leave and medical leave may also be used if appropriate and the conditions for those leave policies are met.

Where paid parental or family care leave or other similar paid leave benefits are available to an employee under a mandatory public benefits system (such as California or New York Paid Family Leave programs), paid leave under this section shall be coordinated with and shall run concurrently with such public leave benefits. An employee covered by a public family leave benefits program must file a claim with the relevant governmental agency, and NFG will supplement any state wage replacement for such leave up to 100% of the employee's wage/salary for up to twelve (12) weeks. Employees will not, in any circumstances, be able to combine state wage replacement and org supplement to receive more than their weekly pay. If the employee is not eligible for any state wage replacement for such leave or resides in a state without such a program, NFG will pay 100% of the employee's wage/salary for up to twelve (12) weeks. When a holiday falls during a week that an employee is taking a full workweek of parental leave, the entire week is counted as Parental leave. However, when a holiday falls during a week when an employee is taking less than a full workweek of parental leave, the holiday is not counted as parental leave. Employees that use parental leave must wait twelve (12) months following the exhaustion of parental leave before being able to take a sabbatical, Unused leave provided in this section cannot be cashed out under any circumstances.

ARTICLE 23 – PROGRESSIVE DISCIPLINARY PROCEDURE

NFG is committed to providing coaching and feedback to employees concerning performance and expectations, and also to the principles of progressive discipline for specific violations of objective rules concerning employee conduct. The goal of these principles is to ensure, where appropriate depending on the severity of a specific situation, that employees are provided an opportunity to improve performance or not engage in future violations of conduct rules.

Bargaining unit members will be able to exercise their Weingarten rights concerning any meeting that they believe may reasonably lead to disciplinary action. If the member feels that a meeting may result in disciplinary action, or affect their personal working conditions, they may ask for union representation at a meeting or to consult with a representative prior to the meeting. The representative may be a shop steward or a CWA business agent. NFG will not unreasonably deny a request to delay a meeting, but reserves its right to make decisions based on available information if necessary.

If NFG asks an employee to sign a document to acknowledge its receipt, and the employee refuses to sign the document, such refusal alone will not subject the employee to discipline or further discipline.

For objective misconduct, such as violation of work or attendance rules, or overwhelming evidence in the annual performance evaluation of need for improvement to meet the functions of an employee's position, there are five (5) types of progressive discipline used at NFG, any one of which may be entered into, depending upon circumstances and the severity of the problem:

1. Employee Counseling

The employee will be counseled by their supervisor to eliminate possible misunderstandings and to identify what constitutes compliance with expectations. This counseling includes interactions related to the performance evaluation process, but may also occur in other contexts as well. Employees also have the option at any time to request conflict mediation/resolution, led by a facilitator outside of NFG staff. The decision of whether a facilitator is appropriate and who serves as a facilitator is reserved to NFG.

2. Documented Verbal Warnings

Continued violations of objective rules or repeated performance issues may result in documented verbal warnings shared with the employee to ensure that performance and conduct expectations are clear. NFG will ask for and consider input from the employee concerning a plan of action for improvement.

3. Written Warnings

If the supervisor does not believe there has been adequate performance improvement or there is another violation of a rule based on a verbal warning, the employee may be given a written notice of necessary improvements, also known as a written warning. A written warning is designed to make sure that the employee is fully aware of the problem or conduct to be improved, including the degree of seriousness and the consequences to the employee, and to NFG if applicable, in the event the problem is not rectified.

A written warning will include a performance improvement plan and/or a corrective action plan with specific goals and a time frame for employee improvement and maintaining/sustaining that improvement. The goal of the Performance Improvement Plan (PIP) is to help employees succeed at their job and as such will identify performance issues, based on the job description, and include documented examples of the tasks or responsibilities that are less than satisfactory to the Employer. The goal of the Corrective Action Plan (CAP) is to help employees correct any actions in violation of objective rules and as such will identify rule violations based on NFG policies related to employee conduct and include documented examples of misconduct. The PIP and/or CAP shall be collaboratively created by the supervisor and the employee to identify reasonable, tangible measurements/milestones of improvement, subject in all instances to ultimate determination by the Employer. Support from the VP of Finance and Operations and HR staff or consultants will be available to supervisors in the development of these plans. For the purpose of transparency, an employee may also elect to share the PIP and/or CAP with the Labor-Management Committee. NFG will ensure that an employee's annual professional development allowance is applied to any support an employee with a written warning or performance improvement plan may need. The supervisor will be responsible for supporting an employee in finding resources such as training, skill development, etc. A follow up meeting date may be set as well to discuss the employee's progress on their PIP and/or CAP.

At the sole discretion of the Employer, including in the event of misconduct or behavior that could disrupt NFG meetings and events, a Corrective Action Plan could include placing the employee on suspension.

Employees with outstanding written warnings, active performance improvement plans, or corrective action plans are not eligible for promotion.

4. Termination

If an employee with a written warning, performance improvement plan, and/or corrective action plan does not show improvement in the established timeframe as outlined in the corresponding plan, that employee may be terminated from work as a part of the progressive discipline procedure.

In cases of extremely serious misconduct, including prohibited harassment or discrimination, threatening or violent behavior, theft or misuse of NFG information or property, conduct causing material harm to NFG or its partners, immediate rather than progressive disciplinary action may be taken. Termination can result from a serious single offense, or it can be the final step in a process to correct a series of minor to moderate performance issues, infractions, or misconduct. It can also occur as the result of ongoing conduct that is inconsistent with NFG policy. In cases of immediate action, the Union will be notified of termination within two working days of the decision to terminate.

NFG may apply the above tools differently based on the specific facts of each situation, and not all steps must be used in all cases.

ARTICLE 24 – WAGES

A. Salary Policy

NFG's salary policy was created to help achieve consistent pay practices, to comply with applicable laws, to offer competitive salaries within our labor market, and to recognize increasing levels of skill, experience, and abilities. Because recruiting and retaining quality employees is critical to achieving our goals, NFG is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions within the confines of what is appropriate for a 501(c)(3) organization like NFG.

B. Salary Floor

The following salary floor is intended to provide a minimum guideline for pay at NFG. The minimum base pay rate for a full-time bargaining unit non-exempt employee is \$36.06 per hour. The minimum base annual salary for a full-time bargaining unit exempt employee is \$75,000. NFG further endeavors to maintain an appropriate ratio of pay within the organization. The base salary of the highest paid employee shall not be more than 6 times that of the lowest paid full-time salaried employee.

C. Career Framework

To provide an outline for leadership advancement and salary parity, NFG will maintain a career framework that outlines the general job duties and salary ranges for each position. NFG will update the career framework at least once during the term of this agreement.

NFG will present finalized updates of the career framework to the Labor Management Committee. The career framework will serve as the primary reference to determine salaries for each staff in each job title across the organization.

D. COLA

Eligible NFG employees (see exclusions in section G below) will receive two types of salary adjustments annually: a distributed COLA (D-COLA) increase and an annual flat tenure salary increase.

a. Distributed COLA (D-COLA)

Distributed Cost-of-living-adjustments (“D-COLAs”) will be effective for the pay period that includes March 1 of each year for eligible bargaining unit employees with a minimum of one year of tenure at the organization. Subject to available funds, the annual D-COLA provided by NFG will be calculated using the CPI-U 12-month percentage change from January to December of the previous calendar year for the San Francisco-Oakland-Hayward areas as published by the U.S. Department of Labor Bureau of Labor Statistics, but not to exceed three point five (3.5) percent in any year. The following formula will be used to determine D-COLA annually:
$$\left[\frac{\text{Sum of All Eligible Salaries on January 1 of the year} \times \text{the CPI-U 12-month Percentage Rate}}{\text{The Eligible Number of Employees on January 1}} \right] \text{ equals } [\text{Amount of annual D-COLA}].$$
 An equal sum of D-COLA will be awarded to all eligible employees

An eligible salary for the purposes of D-COLA includes all positions with the exception of positions whose salaries are determined by the Board of Directors, or a fiscally sponsored project’s Steering Committee and/or project committee.

An employee who is at the top of the salary band for their job title in the career framework is still eligible for D-COLA, until they are making 7% over the maximum salary for that salary band. If their D-COLA increase would take their salary more than 7% over the maximum salary in their position’s career framework band, their D-COLA increase will be capped at the 7% level.

If NFG determines that circumstances would hinder provision of the D-COLAs called for in this section, NFG and the Union agree to meet to discuss reduction or suspension of D-COLA adjustments. NFG will present CWA a proposed plan, including the amount and duration of any reduction or suspension. The Union will not unreasonably deny such a proposed plan.

Part Time employees would receive a prorated D-COLA increase based on their hours worked compared to a full-time schedule.

b. Annual Flat Tenure Salary Increase

Subject to available funds, NFG will provide an annual flat tenure salary increase to all eligible bargaining unit members with a year or more of service on July 1 of each

year for the term of this contract. The amount of that raise will be \$1,372 per eligible employee per year.

An employee who is at the top of the salary band for their job title in the career framework is still eligible for annual flat tenure increases, until they are making 7% over the maximum salary for that salary band. If their annual tenure increase would take them more than 7% over the maximum salary in their position's career framework band, their annual flat tenure increase will be capped at the 7% level.

If NFG determines that circumstances would hinder provision of the annual flat tenure increases called for in this section, NFG and the Union agree to meet to discuss reduction or suspension of annual flat tenure increases. NFG will present CWA a proposed plan, including the amount and duration of any reduction or suspension. The Union will not unreasonably deny such a proposed plan.

Part-time employees would receive a prorated annual flat tenure increase based on their hours worked compared to a full-time schedule.

E. Temporary Pay Increases

In the event an employee is asked to act in an interim capacity for more than thirty (30) work days, and the interim work involves a substantial increase of the employee's responsibilities, within thirty work days (30) of the temporary role beginning, the employee and their supervisor will discuss an appropriate temporary pay increase. NFG will have sole discretion to set a temporary pay increase for the period of interim work after that discussion.

F. Minimum

Bargaining unit employees' wages, the salary floor, and COLA's outlined in the article are minimums. NFG may elect, in its sole discretion, to temporarily or permanently pay above the minimum requirements of this article.

G. This article shall not apply to interns and temporary employees in the bargaining unit.

ARTICLE 25 – LAYOFFS

NFG depends on revenue from various sources, including grants and philanthropy. Like other 501(c)(3) not-for-profit organizations, NFG is subject to widely fluctuating funding each year. Fluctuations in the amount of available funding and the amount of available work in relation to funding are both possible and unpredictable. For this reason, the parties have included this layoff section in their Agreement.

A. Bases for Layoffs

This article shall only apply in the event of a need for staff layoffs (e.g., for a lack of work, and / or lack of funds, and / or changes in the nature and direction of NFG's business and operations, and/or based on legislative developments, etc.), as determined and assessed in

NFG's sole discretion. This article shall not apply to individual or multiple individual terminations or separations that are not part of an NFG-declared layoff.

The need for a staff layoff shall be in NFG's sole discretion. In the event of a layoff resulting in the termination of employment of a unit employee, NFG shall endeavor to notify CWA and the affected employee(s) at least thirty (30) calendar days prior to the termination, or alternatively, as soon as reasonably practical.

B. Effects Bargaining

If requested by NFG or the Union, the parties will engage in good faith effects bargaining, including discussion of good faith strategies to mitigate the need for layoffs and/or the impact of layoffs; such bargaining will include discussion of 1099 vendors currently contracted; however, any such effects bargaining shall not delay the implementation of layoffs.

C. Severance

Severance pay will be offered to unit employees whose employment is terminated in accordance with this article provided they properly execute a release of claims provided by NFG.

Time Employed	Eligible Severance Pay
Less than six (6) full months	Three (3) weeks' pay
Six (6) full months to less than twelve (12) months	Four (4) weeks' pay
Twelve (12) full months to less than twenty-four (24) months	Six (6) weeks' pay
Twenty-four (24) full months or more	Four (4) weeks' of pay for each full year of employment completed, and no more than twenty-four (24) weeks' pay

Severance pay shall be calculated using the duration of employee's most recent continuous employment with NFG at the time of the employee's termination. Severance pay shall be calculated using the employee's base rate at the time of termination.

An employee who has been notified they will be subject to layoff, may request opportunities for 1:1 networking and professional development conversations with NFG staff members of interest. Any such request must occur prior to the date of separation.

D. Unemployment Benefits

In the case of a layoff, laid off employees may be eligible to apply for unemployment insurance benefits through their respective state's Employment Development Department ("EDD") or related agency. Eligibility determinations for unemployment payments are not made by NFG. NFG will inform EDD of layoffs as required by law.

ARTICLE 26 – NON-DISCRIMINATION

As required by applicable state and federal laws and regulations, and because NFG is committed to providing a work environment that is free of any form of discrimination, harassment, intimidation, or threats of violence, the Union and the Employer agree not to discriminate against any employee in terms of conditions of employment on the basis of race (including traits like hair texture and hair styles historically associated with race), color, national or ethnic origin, creed, ancestry, citizenship status, religion, age, sex, sexual orientation, gender, gender identity or expression, transgender expression or status, pregnancy (including childbirth, lactation, or related medical conditions), physical or mental disability, sexual and other reproductive health choices, HIV status, genetic information, marital or civil partnership status, predisposition or carrier status, caregiver status, arrest or conviction record, status or service as active military, national guard, reserve or veteran, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, political affiliation, union status or union activities, or any other characteristic or status protected by federal, state or local laws, ordinance, or regulations.

ARTICLE 27 – NO STRIKE NO LOCKOUT

During the life of this Agreement, neither CWA nor its members, or agents, or representatives or employees shall incite, encourage, or participate in any strike, slowdown, or work stoppage in connection with a labor dispute with or involving NFG.

In the event of any strike, with or involving NFG or threat thereof, the Union and its officers will do everything within their power to end or avert the same. NFG shall not cause or engage in any lockout of 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 NFG's premises or any location where NFG may conduct its business offsite.

ARTICLE 28 – TERMS OF CONTRACT

1. Complete Agreement

This Agreement constitutes the entire agreement of and between the Neighborhood Funders Group ("NFG") and the Communications Workers of America, AFL-CIO ("CWA") except such amendment or amendments agreed to and signed by the authorized representatives of both parties. Except as expressly allowed by the provisions of this Agreement, each party waives its right to require the other to negotiate with respect to: (a) such matters which are specifically referred to in this Agreement, (b) such matters which were discussed between the parties during the negotiations which resulted in this Agreement, and (c) such matters which were within the contemplation of parties at the time this Agreement was negotiated and executed.

2. Modification

This Agreement may not be changed or modified except by a writing duly executed by the parties' authorized representatives.

3. Savings Clause

If any provision of this Agreement is determined to be illegal or invalid as the result of any applicable local, state, or federal law, only that provision of this Agreement will be ineffective. In that event, the parties will promptly meet to negotiate a replacement for such provision(s). Such invalidity will not impair the validity or enforceability of the remaining provisions of this Agreement.

4. Successors and Assigns

This Agreement will bind the signatories hereto, their successors and assigns.

5. Duration

This Agreement will be effective when approved by NFG's board of directors and upon ratification by the CWA membership and thereafter signed by the parties' authorized representatives, and will remain in full force and effect through June 30, 2028. Bargaining for a new agreement will begin on a date that is mutually agreed by parties, but not later than May 1, 2028.


This Agreement has been executed as of the 1st of July, 2025.

For

Neighborhood Funders Group Union,
Communications Workers of America,
Local 9415

For


Neighborhood Funders Group

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7/10/2025

Decovan Rhem

CWA Local 9415 President

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7/10/2025

Amy Morris

NFG Interim President