

INTERNATIONAL DOCUMENTARY
ASSOCIATION
&
COMMUNICATION WORKERS OF AMERICA
COLLECTIVE BARGAINING AGREEMENT

Effective Date 7/21/23

DWU CWA ida international
documentary
association

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DEFINITIONS

Definitions in this section are for reference only and meant to provide a clear understanding of concepts for Bargaining Unit Employee's benefit. The definitions shall not be used to interpret or modify the terms as defined elsewhere.

- **Arbitration:** A procedure, as set forth in Article 9: Grievance Procedure, where two parties utilize an arbitrator, or an independent person or body who is officially appointed, to settle a dispute privately instead of going to court.
- **Bargaining Unit Employee:** An employee of International Documentary Association who is protected by the Agreement based on Article 2: Recognition and any pertinent Memorandum of Agreement (MOA). Not all employees of the International Documentary Association are Bargaining Unit Employees.
- **Collective Bargaining Agreement (CBA):** Also referred to as "Agreement," it is this contract agreed upon between the International Documentary Association, Bargaining Unit Employees, and the Union (CWA).
- **Grievance:** A dispute, claim, or difference brought forth by a Bargaining Unit Employee or the Union based on an alleged breach of this Agreement by IDA or regarding the discipline of the Bargaining Unit Employee filing the grievance (see Article 9: Grievance Procedure). This process can be utilized by a Bargaining Unit Employee if they feel they are not being treated in accordance with the Agreement.
- **Job Steward:** A chosen member of the Bargaining Unit who represents Bargaining Unit Employees to ensure they are being treated fairly and in accordance with the Agreement. They may be contacted regularly to help Bargaining Unit Employees with processes and procedures relating to their rights under the Agreement. Specific roles defined in Article 13: Union Representatives.
- **Labor Management Committee ("LMC"):** A joint committee with both Bargaining Unit Employees and at least one IDA representative that meets regularly to discuss issues within the Bargaining Unit that may be informally resolved and to analyze equity issues related to Bargaining Unit Employees (as defined in Article 50: Audited Financial Statements and Labor-Management Committee Reviews & Article 3: Mutual Interests)
- **Ratification:** The date that this Agreement becomes valid and in effect.

- **Union Representative:** A chosen member of CWA who represents Bargaining Unit Employees to ensure they are being treated fairly and in accordance with the Agreement. They may be contacted regularly to help Bargaining Unit Employees with processes and procedures relating to their rights under the Agreement. Specific roles defined in Article 13: Union Representatives.
- **Union Dues:** A bi-monthly payment to CWA to fund the Union. All Bargaining Unit Employees pay union dues regardless of if they are a member of CWA. Specific details about Union Dues are outlined in Article 4: Union Security and Dues Checkoff.

Section 1: Terms of the Collective Bargaining Agreement (CBA)

PREAMBLE

This Collective Bargaining Agreement (“Agreement”) is made and entered into by and between International Documentary Association, hereinafter called the (“Employer” or “IDA”) and the Communication Workers of America, AFL-CIO, Local 9003, hereinafter called the (“Union”) (collectively, “Parties”).

It is the purpose and intent of this Agreement to enhance constructive working relations between the Employer, the Union, and its employees covered by the Agreement. The policies set forth within this Agreement are to govern rates of pay, hours of work and conditions of employment for Bargaining Unit Employees.

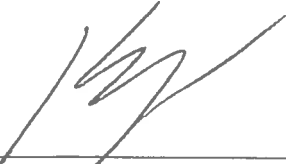
It is the intent of the staff of the International Documentary Association (IDA) to establish this Agreement to empower and protect the Bargaining Unit Employees and make necessary improvements, negotiate equity (of salary, benefits, working conditions, and support), and build solidarity across departments.

This Agreement will maintain a safe workplace with transparency, equity, and fairness while providing the Bargaining Unit Employees with a voice in IDA’s management and vision. Bargaining Unit Employees have partnered to create a safe and just workplace, and to negotiate a legally binding contract that addresses the goals they have set forth collectively.

The workers of IDA invest their most authentic and fearless selves so that IDA can prosper, endure, and serve our community. In order for IDA to prosper, working conditions and the workplace environment must improve for everyone.

ARTICLE 1: PARTIES TO THE AGREEMENT

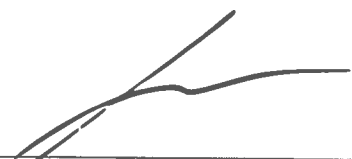
This collective bargaining agreement ("Agreement" or "CBA") is entered into as of July 21, 2023 between International Documentary Association (IDA) and the Communication Workers of America, AFL-CIO ("Union" or "CWA") and Documentary Workers United ("DWU").



Kenyon Johnson
CWA Local 9003
Executive Vice-President

7/21/23

Date



Ken Ikeda
International Documentary Association
Interim Executive Director

July 21, 2023

Date

ARTICLE 2: RECOGNITION

The Bargaining Unit covered by this Agreement shall consist of the Employer's full-time and part-time employees, excluding the following: temporary employees, interns; and supervisors, managers (except those defined in the Bargaining Unit) and confidential employees under the National Labor Relations Act.

The Parties agree that the following titles are included within the Bargaining Unit as of the Effective Date of this Agreement:

1. Manager, Artist Programs
2. Manager, Membership & Individual Giving
3. Managers, Grants (Development Department)
4. Manager, Sponsorship & Advertising
5. Program Officer, IDA Funds
6. Coordinator, Grants (IDA Funds Department)
7. Managing Editor, *Documentary Magazine*
8. Coordinator, Fiscal Sponsorship Program
9. Coordinator, Marketing & Communications
10. Coordinator, Digital Communications
11. Manager, Awards Competition
12. Coordinator, Public Programs & Events
13. Coordinator, Awards Competition
14. Program Officer, Fiscal Sponsorship Program
15. Manager, Nonfiction Access Initiative Program, IDA Funds
16. Coordinator, Access, IDA Funds
17. Associate, Accounting & Finance
18. Coordinator, Office & Finance
19. Manager, Marketing & Communications

The Employer recognizes the Union as the exclusive collective bargaining agent for its employees in the Bargaining Unit for the purposes of negotiating and executing a collective bargaining agreement covering wages, hours and working conditions as defined by the National Labor Relations Act.

The Parties are committed to respecting and protecting employees' freedom of choice with respect to the collective bargaining representation. Neither party to this Agreement will discriminate or take adverse action against any employee based on his/her/their supporting or refraining from supporting representation by the Union.

Except as otherwise specified, the term "employee(s)", when used in this Agreement, means bargaining Unit employee(s).

ARTICLE 1: PARTIES TO THE AGREEMENT

This collective bargaining agreement (“Agreement” or “CBA”) is entered into as of _____ between International Documentary Association (IDA) and the Communication Workers of America, AFL-CIO (“Union” or “CWA”) and Documentary Workers United (“DWU”).

ARTICLE 3: MUTUAL INTERESTS

1. The Employer and the Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all Bargaining Unit Employees covered by this Agreement. To that end, the parties agree to the creation of a joint Labor Management Committee (the "LMC") to help discuss and resolve issues at the earliest opportunity. The LMC shall consist of not more than two (2) representatives designated by the Union and at least one representative designated by the Employer. The LMC may consider and make recommendations on matters arising under this Agreement, including those issues that may be informally resolved by mutual discussion prior to the invocation of the Grievance and/or Arbitration provisions and matters including but not limited to health and safety, training, facilities, and resources available to the Bargaining Unit Employees. The parties agree that the LMC shall not have the authority to renegotiate any of the provisions contained in Agreement. The LMC shall meet at least four (4) times per calendar year, on mutually acceptable dates and times. If the parties mutually agree that the meeting does not need to occur, then the meeting shall be canceled with reasonable notice. For urgent matters, additional meetings may be held by mutual agreement. Designated representatives of the Union and the Employer will suggest agenda items one (1) week prior to each meeting.

2. Each party shall bring to the attention of all Bargaining Unit Employees, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose. In furtherance of this, the parties agree:
 - 2.1. The Employer agrees within fourteen (14) business days of the employee's start date to notify the union of the name or names of all new Bargaining Unit Employees to allow Union participation in the orientation. It shall be the Bargaining Unit Employee's responsibility to keep the Employer informed of their address or telephone number change on forms provided by the Employer.

 - 2.2. The Employer agrees to print copies of this agreement and distribute a copy to existing and newly hired Bargaining Unit Employees.

2.3. When the Employer hires new Bargaining Unit Employees, it shall hold a New Employee Orientation (“Orientation”). Attendance at the orientation will be an expectation for newly hired Bargaining Unit Employees and shall be paid.

If one hire occurs within a thirty (30) day period, their orientation shall occur within thirty (30) days. If more than one person is hired within a thirty (30) day period an orientation shall be scheduled within thirty (30) days of the most recent hire.

The Employer shall notify the Union of any Orientation meetings thirty (30) days prior to the meeting date. This information shall be provided to the Union leadership and stewards (whose names have been provided to the Employer).

The Employer shall provide the Union with a full list of new Bargaining Unit Employees who will be attending the orientation at least one (1) week prior to the orientation date.

The Union shall have at least thirty (30) minutes at the end of each Orientation to meet with incoming Bargaining Unit Employees and present Union materials. This portion of the meeting will be for the Union and the new Bargaining Unit Employees, unless the Union chooses to invite others as well.

The Employer shall provide an appropriate meeting space for the Orientation.

ARTICLE 4: UNION SECURITY AND DUES CHECKOFF

1. Each employee employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic union dues. Employees employed or entering into the bargaining unit after the effective date of this Agreement, shall, on or before the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic union dues. These union security provisions shall be interpreted and applied consistent with applicable federal and state law.
2. The Employer agrees to make payroll deductions of Union dues, agency fees or dues equivalent, from the first paycheck of each calendar month for each Bargaining Unit Employee who has so authorized check-off via a lawful written authorization form. In the case of Bargaining Unit Employees hired after the date of this Agreement, the Employer will make a payroll deduction for the standard initiation fee payable under the Union's agreement during the first two (2) weeks after the calendar day of the Bargaining Unit Employee's employment. The authorization shall continue in effect in accordance with its terms until canceled by written notice from the Bargaining Unit Employee.
3. The Employer agrees that such deductions will be forwarded by the Employer to the Union not later than the twentieth (20th) day of each month for which the deductions are being made. The Employer shall bear the full cost of its administration of the dues deductions as set forth in this Article. The Union agrees to print the dues deductions as set forth in this Article. The Union agrees to print the dues deduction authorization cards in a form approved by the Employer and the Union.
4. A Bargaining Unit Employee's dues checkoff authorization shall be automatically canceled upon termination of employment, or termination of this Agreement. A Bargaining Unit Employee's dues checkoff authorization shall be suspended upon leave of absence in excess of thirty (30) calendar days. The Employer shall notify the Union of any cancellations or suspensions of dues deductions at the time of the action. The Bargaining Unit Employee's dues checkoff authorization shall be reinstated after a return from leave of absence.
5. The amount of monthly Union dues will be certified to the Employer by the Secretary-Treasurer of Local 9003 at least four (4) weeks prior to the effective date of this Agreement, and the Union will notify the Employer of any subsequent changes.

6. It is agreed that, except as specified above, the Employer shall assume no financial or other obligations arising out of the provisions of this Article, and the Union hereby agrees that it shall indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from the Employer's actions in accordance with this Article.

ARTICLE 5: SUCCESSORSHIP

This Agreement shall be binding upon the Union and the Employer, their successors and assignees, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by this Agreement, the Employer shall require the buyer or transferee to assume and adopt the terms and conditions of this Agreement, and to continue to recognize the Union as the sole bargaining agent for the Bargaining Unit Employees covered by this Agreement.

ARTICLE 6: DURATION

This Agreement shall become effective as of _____ and shall become effective as of the date of ratification and remain in full force and effect for two (2) years from the date of ratification. Notice in writing is given by either party at least sixty (60) days prior to the expiration date that the party giving notice desires to amend, modify, or cancel the Agreement (it being understood and agreed that the notice to amend or modify shall not be construed as a notice of cancellation).

ARTICLE 7: NO STRIKE/LOCKOUT

During the term of this Agreement, the Union and its agents shall not in any way, directly or indirectly, authorize or encourage any strike or work stoppage; nor shall any Bargaining Unit Employee authorize or encourage or engage in any strike or work stoppage. Violations of this Article may be subject to discipline, up to and including immediate termination. Employer agrees that it shall not lock out Bargaining Unit Employees. In the event of a violation of this Article, the aggrieved party may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

ARTICLE 8: SAVING CLAUSE

If any provision of this Agreement is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, or by reason of any existing or subsequently enacted legislation, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement. In such an event, upon thirty (30) days' notice from either side, the parties agree to renegotiate any provision that has been invalidated.

ARTICLE 9: GRIEVANCE PROCEDURE & ARBITRATION

1. The term "grievance" as used in this Agreement shall mean any grievance made either by an individual Bargaining Unit Employee or group of Bargaining Unit Employees contending that there is a dispute concerning the interpretation, application, misapplication or claimed violation of a specific term or provision of this Agreement. The above definition shall be grievances subject to arbitration provided the procedures as set forth within this Article are followed.
2. Grievances of any Bargaining Unit Employee or group of Bargaining Unit Employees shall receive fair, just and speedy consideration and shall be handled without prejudice.
3. A grievance that is to be recognized by either the Employer or the Union must be presented within thirty (30) days after the alleged violation occurs or within thirty (30) days after the affected Bargaining Unit Employee(s) knows or has reason to know of the alleged violation.
4. Grievance processing steps are as follows. Prior to the first "Step 1: Grievance Meeting," at the discretion of the Union, an informal resolution meeting between the supervisor and the Union representative may take place. If applicable, the aggrieved Bargaining Unit Employee may attend the meeting at the Union's request. Pay shall be allowed for the Union representative and the aggrieved Bargaining Unit employee, if present. If the issue is not resolved at the informal meeting and the union chooses to proceed to file a formal grievance, the grievance(s) shall be presented and processed only in the following manner.
 - 4.1. Step 1: The grievance shall be presented in writing to the aggrieved Bargaining Unit Employee's immediate supervisors. The grievance, date or dates involved, times, occurrences, circumstances, and a reference to the applicable Article and Section that is alleged to have been violated or Employer practice that has violated this Agreement.
 - 4.1.1. The Employer and the Union agree to meet within ten (10) business days after receipt of the grievance by the Employer.
 - 4.1.2. The Union will provide a committee of Local Union representatives. The "Step 1: Grievance Meeting" shall be attended by not more than two (2) representatives unless mutually agreed to when the "Step 1: Grievance Meeting" is scheduled. Pay shall be allowed for not more than two (2) Bargaining Unit representatives employed by IDA.

- 4.1.3. All issues resolved informally or at Step 1 will neither establish a precedent, nor be referred to in any future grievances, arbitrations, or litigation except on matters pertaining to the grievant in question.
 - 4.2. Step 2: In the event a grievance is not resolved at Step 1, the Local may within ten (10) business days escalate the grievance to Step 2 and copy by email to the Executive Director.
 - 4.2.1. The parties will meet within fifteen (15) business days after the grievance is submitted.
 - 4.2.2. The Employer will be represented by the Executive Director or their designated representative. The Union will be represented by an Area Steward or higher within the Local.
 - 4.2.3. If this fails, the Union will review the case for arbitration consideration.
5. Arbitration shall be the sole and exclusive final remedy for any such unresolved grievance. The parties will select an arbitrator by alternatively striking names from a panel of arbitrators provided by the American Arbitration Association or the Federal Mediation and Conciliation Service upon request of either party. The Arbitrator will be asked to render a decision within thirty (30) days after the case has been heard. The arbitrator's fee shall be borne equally by both parties. The arbitrator shall have no authority to amend or supplement this Interim Agreement or to impose any agreement upon the parties. The decision of the arbitrator shall be final and binding on both parties.
6. The parties involved in each step of the grievance procedure may, by mutual agreement, waive the time limits imposed in the specific step at which the grievance is being processed, or recess the grievance to obtain additional information. Any waiver agreed upon shall be either made in writing or confirmed in writing.
7. It is understood that every effort will be made by both parties to resolve the grievance in the meeting at the applicable Step.
8. If the Bargaining Unit Employee has the grievance presented by their local Union representatives, the Employer shall not thereafter deal directly with the employee concerning the grievance but shall deal only through appropriate Union representative.

ARTICLE 10: MANAGEMENT RIGHTS & RESPONSIBILITIES

1. The operation of the Employer's business and the direction of the working force including, but not limited to, the making or the enforcement of reasonable rules and regulations relating to the operations of the Employer's business, the establishment of reporting time, the right to hire, transfer, lay off, promote, demote, discharge for cause, assign or discipline employees, to relieve employees from duties because of lack of work or other legitimate reasons, to place, direct and control operations, to the amount and quality of work needed, to introduce new or improved methods, to change practices and to transfer employees from one location or classification to another is vested exclusively in the Employer, subject however, to the provisions of this agreement.
2. The Union is aware of the rights traditionally vested with the Employer in the operation of the business. However, the Employer is cognizant of the need to maintain a harmonious working relationship with the Union. Toward this end, the Employer, in pursuing the profitable operation of the business, will not exercise its traditional and undisputed rights without making an attempt to involve the Union and employees in discussions designed to increase the understanding of all those concerned about the nature and need to the exercise of those rights.

9. Representatives of the Union employed by IDA or any local thereof may confer with representatives of the Employer during working hours without loss of pay, provided the conference has previously been agreed to by the Employer.
10. In the event any grievance involves a question of wage status, any wage adjustment which arises out of the final resolution of the grievance shall be made retroactive to the date on which the grievance was first presented to the immediate supervisor of the Bargaining Unit Employee or Employees affected. Provided, however, that if the proposed wage adjustment involves a question of judgment as to the application of the appropriate wage in the case of a transfer from one occupation to another or where other circumstances make the determination of an appropriate wage a matter of judgment, retroactive adjustment shall not be for more than three (3) months prior to the initial presentation of the grievance under Section 4, Step 1 of this Article and provided further, that if the wage adjustment involved has resulted from the correction of a mechanical or clerical error, the adjustment shall be made retroactive to the time the error commenced.
11. In the event any grievance involves a question of reinstatement of a released or discharged Bargaining Unit Employee and it is determined that said Bargaining Unit Employee is to be reinstated, the amount of back pay which can be awarded shall be determined by the Union and the Company grievance representatives.
12. The time periods referred to in this Article exclude Saturdays, Sundays and holidays recognized in the Contract Agreement.

ARTICLE 11: RESPONSIBLE UNION-COMPANY RELATIONSHIP

1. All full-time hourly, part-time hourly, and salaried employees in this bargaining unit shall register membership with the Communication Workers of America, Local 9003.
2. At the request of the Union, the Employer agrees to supply the Union with the names of any employees hired by the Company to perform jobs within the bargaining unit.

ARTICLE 12: DUTIES OF EMPLOYEES BASE ON TITLE

No Bargaining Unit Employee shall have an identical job description as another Bargaining Unit Employee that holds a different job title. Nor shall any Bargaining Unit Employee have an identical job description or title as an employee outside of the Bargaining Unit.

ARTICLE 13: UNION REPRESENTATIVES

1. Union Representatives: An accredited representative of the Union shall have reasonable access to the Employer's facilities on official Union business provided that the Employer receives reasonable advance notice, and such access does not unreasonably disrupt the Employer's operations.
2. Job Stewards: The Employer recognizes the rights of the Union to designate Job Stewards. The Union shall notify the Employer of the names of all Job Stewards, and their areas of authority and responsibility. The Union shall promptly (within five (5) business days) notify the Employer of any changes in its roster of designated Job Stewards.
3. Job Stewards have no authority to initiate strike action or any action interrupting the Employer's business in violation of this Agreement. The Job Steward shall be a Bargaining Unit Employee of the Employer. A representative of the Union may serve as an alternate if the Job Steward is unavailable.
4. Job Stewards will be allowed time during the regular workday without loss of pay in the aggregate, for carrying out union duties required for the administration of this Agreement, including processing of grievances. Such duties will not cause overtime hours to be worked (unless approved by Management) and shall be conducted in compliance with required meal and rest breaks.

Section 2: Work Culture and Rules

ARTICLE 14: NO DISCRIMINATION

1. Neither IDA nor the Union shall discriminate against any Bargaining Unit Employee because of such employee's race, color, creed, religion, sex, sexual orientation, gender, gender expression and gender identity, marital status, age, disability, medical condition, ancestry, veteran status, prior incarceration, immigration status, or national origin; and to the extent provided by applicable state, local, and federal law.

Prohibited discrimination includes unlawful harassment of Bargaining Unit Employees by any other employee of Employer or by the Union.

The parties agree that no one from IDA or the Union shall retaliate against a Bargaining Unit Employee for filing a complaint of discrimination, harassment or retaliation, or for cooperating in an investigation of alleged discrimination, harassment, or retaliation (collectively "protected activity"). For the purposes of this Article, retaliation includes actions taken in response to protected activity with the intent or effect of adversely affecting the terms of conditions of employment (including, but not limited to, threats of physical harm, loss of job, punitive work assignments, exclusion of relevant work duties, or impact on salary or wages, or the access to benefits).

2. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any Bargaining Unit Employee in their right to join or assist any labor organization.

ARTICLE 15: NO DISCRIMINATION BY GENETICS

Neither IDA nor the Union shall discriminate against any Bargaining Unit Employees because of such employee's genetic information. IDA shall not request, require or purchase genetic information, and no Bargaining Unit Employee shall be required to disclose genetic information.

Genetic information includes, but is not limited to, an individual's genetic tests, genetic tests of family members, information about the manifestation of diseases and/or disorders in family members (i.e. family medical history), requests/receipt of genetic services, participation in clinical research involving genetic services or the genetic information of a fetus carried by an individual as part of an assisted reproductive technology.

ARTICLE 16: EQUAL OPPORTUNITY EMPLOYMENT

IDA provides equal opportunity employment opportunities to all employees and applicants for employment. This includes an obligation to identify, remove, and prevent common barriers to access and full participation. IDA will comply with all the relevant and applicable provisions of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination Act of 1975, and all other applicable federal, state, and local laws.

ARTICLE 17: INVESTIGATORY/DISCIPLINARY INTERVIEWS

A Bargaining Unit Employee shall have the right to be accompanied by one (1) Employer paid Job Steward or a representative of the Union during an investigatory and/or disciplinary interview. An investigatory interview is defined as an interview between a representative of the Employer and the Bargaining Unit Employee under circumstances where the interview could result in disciplinary action against the employee (or the employee reasonably believes that it could). A disciplinary interview is defined as a meeting for the express purpose of issuing disciplinary action.

ARTICLE 18: DISCHARGES AND SUSPENSIONS

1. Bargaining Unit Employees covered under this Agreement shall not be suspended or discharged except for just cause; with the exception of probationary Bargaining Unit Employees, who may be suspended or discharged at-will in compliance with applicable laws.
2. Any suspension or discharge of a Bargaining Unit Employee requires notification from the Employer of such an act to an Officer of the Union within five (5) business days after the suspension or discharge.

ARTICLE 19: STANDARD WORK WEEK

All full-time non-exempt Bargaining Unit Employees are entitled to work a standard work week of 37.5 hours and receive 0.5 hour paid lunch breaks per workday. In total, Bargaining Unit Employees are entitled to be paid forty (40) hours per week.

ARTICLE 20: OPEN POSITIONS

Any regular open positions shall be presented to all Bargaining Unit Employees before management commences hiring or public outreach to fill these positions.

Bargaining Unit Employees will be given forty-eight (48) hours to apply to fill any open position prior to public outreach.

ARTICLE 21: EMPLOYER-SPONSORED SOCIAL ACTIVITIES

1. IDA management will provide quarterly opportunities to promote social interaction and team building among its employees. It is optional for Bargaining Unit Employees to participate in these activities.
2. Any bonding activities that occur for in-person workers will be replicated and/or accessible for remote workers. The method of including remote workers will be determined between IDA and CWA Local 9003 while planning each activity.

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ARTICLE 22: FLEXIBLE WORK ARRANGEMENTS

Section 1:

Bargaining Unit Employees and their managers have some flexibility to develop work arrangements together.

IDA's work week is Monday through Friday from 10:00 a.m. to 6:00 p.m., excluding Employer-paid holidays. Bargaining Unit Employees and their managers have the ability to tailor work hours and schedules to both employee and departmental needs. This could include schedules that compress a workweek to four ten-hour regularly paid work days for all Bargaining Unit Employees, remote work one or more times per week, and flextime schedules that regularly start or end before or after standard office hours.

Section 2:

IDA will evaluate and decide any Bargaining Unit Employee's application for accommodations for their disability, including a requested work-from-home arrangement, in accordance with applicable requirements of the Americans with Disabilities Act (ADA) and/or any applicable state or local laws protecting employees with disabilities.

ARTICLE 23: PERFORMANCE REVIEWS

All Bargaining Unit Employees will receive an interim performance evaluation after a three-month introductory period. After that, an annual performance evaluation will take place for all employees each year. These reviews are required and an immediately relevant metric for understanding professional growth and development. Performance reviews will not be used to discipline an employee.

During all performance reviews, employees will be provided the Employee Handbook defining all company policies and the supervisor will document this.

ARTICLE 24: PERSONNEL FILES

All Bargaining Unit Employees (or representatives) have the right to view their own personnel file at any time under the protection of California's Access to Personnel Records Act. This included (but is not limited to) files related to the employee's performance or to any grievance concerning the employee. The employer shall provide a copy of the personnel records within thirty (30) calendar days from the date the employer receives the request.

ARTICLE 25: EMPLOYMENT AND PROFESSIONAL DEVELOPMENT OUTSIDE OF IDA

Bargaining Unit Employees shall not be retaliated against or terminated for having outside employment and/or professional development opportunities, provided that employment and/or professional development does not conflict with their IDA role and responsibilities.

1. IDA will identify any potential conflicts and include them in the job postings and job descriptions.
2. Bargaining Unit Employees will consult with IDA about outside employment opportunities that appear to conflict with the roles listed in their job description. This consultation will allow IDA and the employee to compare the outside role with the limitations placed on job descriptions. IDA and the bargaining unit employee will reach an agreement within seventy-two (72) hours (3 business days) of notification.
3. Management will consider if the position has a conflicting mission with IDA, is in a competitive position with IDA, or would otherwise expose IDA to liabilities. The management will detail these conflicts or liabilities in writing and provide it to the Bargaining Unit Employee and the Union.
4. The Bargaining Unit Employee, the Union, and management will discuss ways to address any conflicts or liabilities.
5. Members will be expected to treat IDA as their primary employer.
6. Members are prohibited from using IDA resources or organization-held relationships to benefit outside employers or organizations.
7. IDA maintains regular business hours of 10:00 a.m. - 6:00 p.m. To promote collaboration and support all colleagues, any outside employment or volunteer service cannot compete with this schedule without the prior approval of management.

Professional Development Outside of IDA

Unless UDA has paid in whole or in part for the employee to attend a professional development event, Bargaining Unit Employees will not be asked to represent IDA outside of work hours at professional events, conferences, or workshops. No employee may represent or speak on behalf of IDA without specific authorization from IDA Management.

No Bargaining Unit Employee shall be retaliated against or terminated for attending any professional development event, conference, or workshop on their own personal time.

ARTICLE 26: SHARING PERSONAL EMPLOYEE INFORMATION

All Bargaining Unit Employees will not have their personal and/or professional information (including, but not limited to, performance evaluations, performance demerits or exit interviews) shared beyond their direct supervisors, leadership, and relevant human resources employees at IDA, except as required by law.

All Bargaining Unit Employees are not obligated to share personal information (including, but not limited to, education/classes, personal travel, attendance of professional conferences/events, political activity or religious practice) with Human Resources, direct supervisors or co-workers. If a Bargaining Unit Employee decides to divulge any personal and/or professional information to Human Resources, direct supervisors or co-workers, this information shall not be used to deprive this employee of their normal job duties outlined in their job description or negate the protections of any applicable IDA staff policy, unless these activities compete with their roles and responsibilities.

Even after a Bargaining Unit Employee is no longer employed by IDA (including but not limited to resignation, termination, indefinite leave of absence, death), these above rules of privacy still apply and no private information of past employees shall be shared to current Bargaining Unit Employees.

ARTICLE 27: PROFESSIONAL DEVELOPMENT

IDA and Bargaining Unit Employees seek to develop the professional capabilities of all staff. IDA and/or Bargaining Unit Employees will identify professional development opportunities for Bargaining Unit Employees for the benefit of their work at IDA and IDA will cover associated expenses for Bargaining Unit Employees to participate in them. That includes, but is not limited to, applicable travel (air and/or ground transportation), parking, mileage, meals, lodging, local internet, etc.

All Bargaining Unit Members and their departments will have access to IDA's professional development budget per department.

ARTICLE 28: ANNUAL RETREAT

There will be an annual convening of IDA staff, including all Bargaining Unit Employees to discuss aspects of the work at IDA and form partnerships and connections across departments. This will provide an opportunity for morale building and to forge collaboration. The retreat will be conducted in-person during work hours. IDA will cover all associated travel costs, including but not limited to mileage and parking, for travel to a retreat location that is not the IDA office.

A workgroup of staff members, from both within and outside the Bargaining Unit, and across departments, job titles, and job functions, will set the priorities for the annual meeting and draft the convening's agenda. If meetings are conducted after work hours, IDA will offer honorariums for participation in committees or working groups organized by the benefitting IDA. No employee will be required to participate in a staff committee or working group without additional compensation.

IDA must give employees at least thirty (30) day notice when scheduling retreats. Bargaining Unit Employees will be required to attend the annual retreat while also being able to find space to care for their own mental health. Any Bargaining Unit Employee that feels overwhelmed or overstimulated while attending the annual retreat may step away during the retreat to address their needs and concerns.

Employees who have received approved time off before receiving notice of the retreat schedule will have their time off recognized and will not be required to participate in the retreat if it overlaps with the approved time off.

ARTICLE 29: WORK DELAYS

All Bargaining Unit Employees will be compensated fully for any period of work stoppage due to Internet or power outage, natural disaster, or other interruption and/or delay that results from matters outside of a Bargaining Unit Employee's control.

Bargaining unit employees are expected to work on projects to the best of their ability before stopping their daily work. If or when no other work options, members can contact their supervisor for a full-pay work release.

ARTICLE 30: SENIORITY

Seniority shall be defined as length of continuous service with the Employer, based on date of hire. The calculation of seniority shall not be negatively impacted by approved leave of absence, such as for medical leave, family leave, workers' compensation or disability leave.

ARTICLE 31: PROBATIONARY EMPLOYEES

- 1.1. New hires shall be probationary employees for a period of ninety (90) calendar days, provided such employees are actively at work during such period. After completion of said ninety (90) days, they shall cease to be probationary employees, and their seniority shall be from the original date of hire or rehire, whichever is applicable. Time spent away from the job, for legally protected leaves of absence, shall not be counted as part of the probationary period.

- 1.2. If, in the opinion of the Employer, the normal ninety (90) calendar day probationary period is not sufficient to evaluate the performance of any new or rehired Bargaining Unit Employee, the Employer may extend the probationary period for that employee for an additional thirty (30) day period; provided that the Employer has previously discussed the reason for the extension with the Bargaining Unit Employee and with the Union.

ARTICLE 32: TEMPORARY STAFF

During the term of this Agreement, IDA will not use Temporary Staff, whether hired as employees or engaged as non-employee personnel (e.g., independent contractors, temporary employees, interim employees, and consultants), to perform any work of the kind ordinarily performed by Bargaining Unit employees.

1. Temporary staff must be hired or engaged on a per project basis with a clear start and end date indicated at the time of hiring or engagement in the signed offer letter.
2. Temporary staff may not be hired for a term longer than six (6) months within a twelve (12) month period.
3. If a temporary assignment needs to be hired for longer than six (6) months, the employee shall be hired as a “term-limited member of the Bargaining Unit”.
 - a. The term of the temporary assignment, including start and end dates, must be defined before employment.
 - b. The term-limited member of the Bargaining Unit will be a dues-paying member of DWU/CWA Local 9003.
 - c. The “term-limited member” shall have all the protections of full members with the exception of filing a grievance upon the termination of the temporary assignment when the agreed upon date has been reached.
4. After a period of temporary engagement ends, the position must either be vacated, filled by a Bargaining Unit Employee or become a new Bargaining Unit position.
5. Temporary staff cannot outnumber Bargaining Unit positions or replace positions previously held by Bargaining Unit Positions.
6. Temporary staff get second priority after Bargaining Unit Employees when IDA is hiring for open Bargaining Unit Positions.
7. Any Bargaining Unit job openings should be presented to the current Bargaining Unit staff and the Union five (5) business days before posting outside the organization or engaging an independent contractor.
8. IDA will provide the union with the job descriptions and signed offer letters for any current and new temporary staff.

ARTICLE 33: INTERVIEW DEBRIEFINGS

A Union Steward or other representative designated by the Union and paid by the Employer shall be present for debriefings with the Employer related to the hiring of new bargaining unit Employees. Union and Union Stewards must be notified, and debriefings must be scheduled, in advance of each interview. The debriefing will be scheduled after candidates' interviews and before a decision is made. Participation in these debriefings does not require that a Union Steward be invited to or included in any of the candidates' interviews. After the conclusion of any interview debriefing where a Union Steward is present, the hiring manager shall consider the thoughts, judgements, and recommendations disclosed by the Steward.

Section 3: Benefits & Policies

ARTICLE 34: HEALTHCARE BENEFITS

1. On and after thirty (30) days of employment, Bargaining Unit Employees shall have access to the health, vision or dental plans benefits provided by the Employer. IDA pays 100% of medical, dental and vision premiums for eligible Bargaining Unit Employees, as well as 100% of life insurance 2X employee's annual salary.
2. Domestic/Life Partners and Dependents are eligible for medical, dental, vision, and voluntary life insurance coverage under IDA plans. Bargaining Unit Employees will be responsible for paying 100% of the premiums and IDA will not cover any portion of the premium for eligible family members.
3. Any potential changes in these benefits shall be discussed with the Union at least thirty (30) business days prior to the start of open enrollment.

ARTICLE 35: ADDITIONAL BENEFITS

Bargaining Unit Employees who meet the eligibility requirements of a particular benefit shall have access to those benefits provided by the Employer, consistent with the terms provided to non-Bargaining Unit Employees. These benefits include (but are not limited to): life insurance, short-term disability, long-term disability, as well as access to contribute to pre-tax commuter benefits, flexible spending accounts, voluntary life insurance, and a 401k retirement savings plan.

The Employer will provide the above benefits and service to Bargaining Unit Employees in a manner that is consistent with that offered to all other employees of the Employer and need not bargain any changes with the Union provided that the changes apply to all eligible employees.

ARTICLE 36: PAID SICK TIME

1. IDA provides sick leave when Bargaining Unit Employees are ill. All Bargaining Unit Employees will receive ten (10) days of paid sick leave on the first of January each year. In the event that a Bargaining Unit Employee begins employment during the year, their sick leave will be prorated. Sick days are available for use immediately.
2. A Bargaining Unit Employee may use paid sick leave for absences due to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or immediate family member, including but not limited to mental health and physical health.
3. Bargaining Unit Employees will use the time management platform and system established by IDA (Zenefits, Paycom, or any other platform) to report use of sick leave as soon as possible and before returning to work.
4. Where the need to use paid sick leave is foreseeable, reasonable advance notice from the Bargaining Unit Employee to the Employer will be provided. Where the need for paid sick leave is not foreseeable, notice may be provided as soon as practicable.
5. Leave under this Article is intended to satisfy and may run concurrently with leave provided under other applicable policies/or required under local, state, or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA).
6. All Bargaining Unit employees can carry over up to a total of five (5) days of unused sick leave from one year to the next. Unused sick leave may not be cashed out in the event of termination of employment or at any time during employment with IDA.

ARTICLE 37: VACATION TIMES

Bargaining Unit Employees, whether salaried exempt or hourly non-exempt, accrue paid vacation time for each year worked according to the following schedule.

Years of Completed Service	Days (8 hours per day)
When hired	15
One Year	15
Two Years	18
Three Years	20
Four Years	21
Five Years	22
Six Years	23
Seven Years	24
Eight Years or More	25

Unused vacation time shall carry over to the following year, with a maximum balance of no more than 200 hours (25 days). Additional vacation time cannot accrue over the maximum balance until vacation time is used and the balance drops below the cap.

Unused vacation time will be paid out upon termination of employment whether voluntary or involuntary.

Scheduling Vacation Time:

Requests to take vacation time off should be made as early as possible to your manager. All bargaining unit employees will attempt to request time off two (2) weeks in advance, if possible. There will be situations where advance notice may not be possible. Management will consider reasonable exceptions to this policy.

Sabbatical:

After completing ten (10) full years of service, employees are eligible for an additional paid sabbatical for rest and professional development of thirty (30) days. After fifteen (15) years of service, employees are eligible for an additional paid sabbatical for rest and professional development of thirty-five (35) days.

A request for a sabbatical must be scheduled and planned with management with a reasonable amount of advanced notice.

ARTICLE 38: HOLIDAYS

The following days are observed as paid holidays if it is a regularly scheduled workday, for all hourly non-exempt and salaried exempt Bargaining Unit Employees.

1. New Year's Day
2. Martin Luther Jr. King Day
3. President's Day
4. Cesar Chavez Day
5. Memorial Day
6. Juneteenth/Freedom Day
7. Independence Day
8. Labor Day
9. Indigenous Peoples Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Day

When a holiday falls on a Saturday the preceding Friday will be observed. When a holiday falls on Sunday the following Monday will be observed. Holiday pay is not granted for a holiday immediately preceding the first day of employment or for a holiday immediately following the last day worked.

Holiday pay for non-exempt employees who are required to work on holidays observed by the Employer will be paid at the overtime rate of two (2.0) times the hourly rate for all hours worked on designated company-observed holidays. *Pyramiding* overtime is not allowed.

Exempt employees who are required to work on holidays observed by the Employer will receive their regular pay for that day. Holidays that fall during a scheduled vacation do not count as vacation days used.

In the case of a new federal holiday being recognized by the United States government, these holidays will also be recognized for all Bargaining Unit Employees.

Personal Holidays

Three (3) personal paid days will be made available to be used for any day of religious, cultural or personal significance to the Bargaining Unit Employee. These personal paid days will be given on the first day of employment and will reset annually. They do not carry over and must be used in the calendar year accrued.

End of Year Office Closure

All Bargaining Unit Employees will be granted paid time off when the office closes at the end of the year, from the working day prior to Christmas Eve prior to the working day after New Year's Day. Including paid holidays (December 25 and January 1), IDA offices will be closed beginning on Monday, December 25, 2023, and will reopen Tuesday, January 2, 2024 (4 days + 2 paid holidays). In 2024, IDA offices will be closed beginning on Wednesday, December 25, 2024, and will reopen Thursday, January 2, 2025 (4 days + 2 paid holidays).

PTO requests from Bargaining Unit Members for December 24th will not be denied if they are made within the time frame delineated in the CBA.

ARTICLE 39: DISABILITY (ADA) ACCOMMODATIONS POLICY

IDA will comply with all the relevant and applicable provisions of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination Act of 1975, and all other applicable federal, state, and local laws.

When requested, IDA will provide reasonable accommodation for any known physical or mental disability of a qualified individual, provided the requested accommodation doesn't pose a direct threat to the health or safety of others in the workplace or to the requesting employee.

This policy applies to all Bargaining Unit Employees and extends to all aspects of IDA's employment practices, including recruiting, hiring, discipline, termination, promotions, flexible work, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Requests for accommodations can be made verbally or in writing. Managers who receive a request should document the request right away and notify the leadership of IDA in a timely manner that a request has been made.

If an employee has specific suggestions for accommodations the employee should include that information in the employee request, however, a specific suggestion is not required at the time the employee places a request.

Once an employee has let management know that the employee requires accommodation due to disability, IDA will engage in an interactive process with the employee to identify possible accommodations together. Managers should be aware that accommodations requests may be informal. Any time an employee indicates that they are having a problem and the problem is directly related to a presumed disability or medical condition, the employer should consider whether the employee is in effect making a request for accommodation under the ADA.

Examples of accommodations may include modifications to IDA's policies, practices and procedures, modification of a workstation or work location, specialized equipment, elimination or redesign of nonessential job duties, adjustments to deadlines, change in schedules, reassignment to an open position an employee is fully qualified for, or time off (paid or unpaid), provided that such exceptions don't pose a direct threat to the health or safety of others in the workplace or to the requesting employee.

In compliance with these above ADA standards, IDA will also provide additional equipment, hardware or software necessary to accommodate full-time, occasional or less than full-time work from home arrangements.

ARTICLE 40: CHANGE OF LEGAL DOCUMENTS & NO MISGENDERING/PRONOUNS POLICY

All Bargaining Unit Employees will be provided with full support to change names or pronouns on legal documents (such instances include but are not limited to gender or sex change and marriage). Bargaining Unit Employees may use any paid time off to file documents and make administrative office visits during business hours.

As part of the DEI practices, IDA management will encourage the use of correct naming and pronouns for all Employees. An Employee will not be discriminated against for any changes to their name, gender, sex, pronouns, or marital status prior to or during their period of employment. Any diversity training or workshops offered by IDA will include gender identity and LGBTQIA+.

ARTICLE 41: WHISTLEBLOWER POLICY

All Bargaining Unit Employees can report concerns about anything they see at IDA that they know to be or believe may be illegal, dangerous or fraudulent. Sharing good-faith concerns, even if they turn out to be unfounded, is never an excuse for any kind of harassment, retaliation or adverse employment consequences.

ARTICLE 42: GENDER AFFIRMING CARE POLICY

Gender-affirming care for Bargaining Unit Employees and Dependents will be covered to the extent provided by the IDA's healthcare policy.

All Bargaining Unit Employees are entitled to seek gender-affirming care, if desired, and take advantage of applicable forms of leave provided by IDA.

All dependents of Bargaining Unit Employees are also entitled to seek gender-affirming care, if desired, and all Bargaining Unit Employees' dependents are entitled to seek claims for this treatment in accordance with IDA's healthcare policy and request applicable forms of leave for the care of the dependent.

IDA will not discriminate or retaliate against Bargaining Unit Employees who seek gender-affirming care and take time off pursuant to this policy.

ARTICLE 43: CAREGIVING POLICY

Bargaining Unit members may need to schedule changes to accommodate unexpected childcare or other caregiving responsibilities. The need to juggle these occasional, intermittent, or emergency responsibilities while working is understood. However, a work-from-home (WFH) arrangement is not a substitute for having regular, reliable childcare or other caregiving which covers employee's working hours. Every effort should be made to notify a supervisor as far in advance as possible. Such schedule changes do not alter work or work product requirements except as specifically agreed with the supervisor.

ARTICLE 44: REPRODUCTIVE HEALTH POLICY

Menstrual care, contraceptive care and contraceptive methods:

All Bargaining Unit Employees and enrolled dependents will have access to comprehensive menstrual care, contraceptive care and contraceptive methods as provided by IDA's health insurance plan.

The Employer health insurance plan must fully cover all U.S. Food and Drug Administration (FDA)-approved contraceptives for Bargaining Unit Employees and enrolled dependents.

Termination of pregnancy:

To the extent covered by the health insurance plan, IDA will provide all Bargaining Unit Employees and enrolled dependents with fully covered access to termination of pregnancy care (including but not limited to abortions).

All requests from Bargaining Unit Employees for termination of pregnancy care must be treated with the utmost sensitivity and confidentiality. The Bargaining Unit Employee will inform Human Resources about the needed scope of the termination of pregnancy care in a manner that does not ask too many questions or pass judgment about seeking care. In urgent cases where advance notice is not possible due to the circumstances, a Bargaining Unit Employee will be extended a grace period to report the absence from the work and request termination of pregnancy care support from Human Resources.

If a Bargaining Unit Employee or dependent must travel to receive termination of pregnancy care, the Employer will provide paid time off as well as reimbursing the costs of all travel (including but not limited to flights, mileage, meals, and housing).

If health complications were to arise from menstrual, contraceptive, and termination of pregnancy care, Bargaining Unit Employees would be eligible to take a protected leave and retain benefits.

IDA will adhere to all California and Federal patient privacy laws to not share information about a Bargaining Unit Employee's menstrual, contraceptive, and termination of pregnancy-related decisions.

No Employee or candidate for employment will be discriminated against for menstrual, contraceptive, and termination of pregnancy-related decisions.

ARTICLE 45: STAFF COMMITTEES AND WORKING GROUPS

Bargaining Unit Employees may take on responsibilities in addition to their regular work in order to participate in staff committees or working groups that aim to address a component of IDA's goals. To recognize these valuable staff contributions, subject to advance agreement IDA will offer honorariums before the committee is formed for participation in committees or working groups organized by and benefiting IDA. No employee will be required to participate in a staff committee or working group without additional compensation. Employees will not face retaliation or other punishment for declining a staff committee assignment.

ARTICLE 46: MENTAL HEALTH AND CURRENT EVENTS

Complications due to mental health are treated with the same level of respect and severity as physical health for all Bargaining Unit Employees. If a current event (including, but not limited to, natural disasters, climate-change related catastrophes, moments of civil strife, mass acts of violence/terrorism, military occupation or war) results in anxieties or difficulties performing tasks at work, no Bargaining Unit Employee will be retaliated against or reprimanded for taking available paid time off or sick time. It is understood that circumstances of a current event may impact a Bargaining Unit Employees' ability to fulfill the responsibilities stated in their job description on the day of this incident and that this limitation may persist for as long as this difficult current event persists.

ARTICLE 47: RESIGNATION PROTECTION

When a Bargaining Unit employee submits and IDA accepts a letter of resignation with a reasonable period of notice, the employee will work until the final day of employment, as outlined in the accepted letter of resignation. A “reasonable period of notice” is two (2) weeks or another proposed term agreed to between the employee and management.

If IDA tries to remove a Bargaining Unit Employee prior to their final day of employment as outlined in the accepted letter of resignation with a “reasonable period of notice” as defined above, the employee must be fully compensated through their final day of employment.

ARTICLE 48: IDA STAFF TRAVEL

Subject to management approval, IDA will cover all routine travel expenses for all Bargaining Unit Employees for trips on behalf of IDA. That includes both air and ground transportation, parking (including but not limited to airport parking and the GSA-approved mileage rate for required non-commuting use of a personal vehicle), meals, hotels or Airbnb, local internet, passport renewal fees and reasonable entertainment expenses, etc.

All Bargaining Unit Members and their departments will have access to IDA's travel budget per department.

When traveling for IDA business and when paid for by IDA for travel, all Bargaining Unit Employees will be provided with:

1. Lodging that provides for privacy and the ability to isolate health and safety. Employees will not be required to share a bedroom and will be provided with accommodations that include a private bedroom.
2. Information prior to travel that includes how to access healthcare and emergency services for their travel.
3. Arrangements for necessary visa materials and vaccination requirements. This includes covering the costs of visa application fees and vaccinations not covered by insurance provider(s).

ARTICLE 49: LACTATION ROOM

IDA will adhere to the Patient Protection and Affordable Care Act (P.L. 111-148, known as the "Affordable Care Act") amended Section 7 of the Fair Labor Standards Act ("FLSA") to provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has need to express the milk.

The Employer will also provide a place, other than a bathroom or supply room/closet that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

In addition, Bargaining Unit Employees that need to express breast milk outside of their regularly scheduled breaks may do so without it counting as unpaid hours.

Section 4: Wages & Reimbursements

ARTICLE 50: AUDITED FINANCIAL STATEMENTS AND LABOR-MANAGEMENT COMMITTEE REVIEWS

In compliance with federal and state requirements, IDA produces audited financial statements on a yearly basis. Every year, the Labor Management Committee (the “LMC”) will meet to review the audited financial statements to ensure continued fair and equitable pay structures and review the state of the organization.

Every year, the LMC will also review IDA’s policies related to fair labor conditions, accessibility and diversity, equity and inclusion (DEI). The results of this review will be shared by the LMC with all Bargaining Unit Employees.

ARTICLE 51: MILEAGE REIMBURSEMENT

All Bargaining Unit Employees are eligible for mileage reimbursement for any authorized travel by car anywhere on IDA business. Bargaining Unit Employees can claim reimbursement at the current IRS reimbursement rate for any mileage.

ARTICLE 52: 401K CONTRIBUTIONS

All Bargaining Unit Employees are eligible to receive a 401k plan with an employer match that is fifty percent (50%) of employee's contributions up to five percent (5%) of employee annual wages. In other words, IDA matches half of whatever an employee contributes up to 2.5% of employee annual wages. In the case of a maximum employee contribution of five percent (5%) of the employee's annual wages, IDA will match at 2.5% of the employee's annual wages. Plan details will be provided as part of the employee's onboarding process and are available from the accounting team upon request.

ARTICLE 53: OVERTIME

Section 1:

Overtime is time worked which exceeds a regular full-time, non-exempt Bargaining Unit Employee's established daily schedule of eight (8) hours, exceeds forty (40) hours in a workweek, or on the seventh consecutive day of work in one work week. Weekend work does not result in premium pay unless it qualifies as overtime under applicable laws.

Overtime hours are compensated at one and one-half times (1 1/2x) the straight-time rate only when a Bargaining Unit Employee has actually worked in excess of forty (40) hours in the workweek, or in excess of eight (8) hours in the workday.

Actual time worked for the purpose of computing overtime does not include hours paid in non-work status, such as sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence pursuant to the Leave of Absence policies.

The Employer shall decide when overtime is needed, although employees may submit requests for overtime. Overtime must be approved in advance by the Employer.

Section 2: Premium Overtime

Premium overtime is paid at double (2x) the straight-time rate.

Premium overtime will be paid when a Bargaining Unit Employee works on a contractual holiday as outlined in Article 38.

Premium overtime will be paid for all hours worked over twelve (12) hours in a workday and for all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek.

Premium overtime is paid when applicable under California Labor Code section 510.

ARTICLE 54: RETROACTIVE WAGES

All permanent Bargaining Unit Employees on payroll on the date of ratification of this Collective Bargaining Agreement will receive retroactive wage increases, from May 1, 2023, a combined total of fifty-five (55) working days. The retroactive check will be an off-cycle check received no later than thirty (30) days after the date of ratification.

ARTICLE 55: EXEMPT WAGE PROPOSAL

Employee Salary Scales (wages below are excluding bonuses):

	At Ratification	1 Year After Ratification
Manager I	\$80,500	\$83,720
Manager II	\$84,700	\$88,090
Manager III	\$89,000	\$92,560

Employee Classification:

1. Exempt employees are classified in three (3) categories based on relevant experience and education at the time of hiring: Manager I, Manager II, or Manager III.
2. Manager I is entry-level for employees with less than three (3) years of relevant experience.
3. Manager II is for employees with formal relevant education or at least three (3) years of relevant experience.
4. Manager III is for employees with more than five (5) years of relevant experience.

ARTICLE 56: NON-EXEMPT WAGE PROPOSAL

Employee Salary Scales (wages below are excluding bonuses):

	At Ratification	1 Year After Ratification
Part-time Non-Exempt	\$30.00	\$31.20
Coordinator I	\$30.25	\$31.46
Coordinator II	\$31.50	\$32.76
Officer I	\$35.00	\$36.40
Officer II	\$37.50	\$39.00

Employee Classification:

1. Non-exempt employees are classified in five (5) categories based on role, relevant experience and education at the time of hiring.
2. Employees working less than thirty (30) hours per week are classified as Part-Time Non-Exempt.
3. Non-exempt employees with the job title of coordinator or program coordinator are classified as Coordinator I or Coordinator II, depending on previous experience and education.
 - a. Coordinator I is entry-level for employees with less than two (2) years of relevant experience.
 - b. Coordinator II is for employees with at least two (2) years of relevant experience.
4. Non-exempt employees with the title of program officer, program manager, or manager are classified as Officer I or Officer II, depending on previous experience and education.
 - a. Officer I is entry-level for employees with less than three (3) years of relevant experience.
 - b. Officer II is for employees with at least three (3) years of relevant experience.

ARTICLE 57: DIFFERENTIAL PAY FOR ADDITIONAL LABOR

When a Bargaining Unit Employee is requested by the Employer to take on additional work not encompassed by their job description, the Bargaining Unit Employee has the following options:

1. The Bargaining Unit Employee may decline to take on the additional work.
2. The Bargaining Unit Employee may agree to take on the additional work subject to provision of an agreed upon additional stipend or increase in salary while performing the additional work.
 - . If a Bargaining Unit Employee does not accept the additional proposed stipend or increase in salary, they may, at whatever time, decline to do the additional work.

Additional work outside of a job description may include, but is not limited to:

- Increasing the scope of work,
- Working to fill in for the absence or loss of a director or manager that supervised them,
- Or other instances where tasks are assigned that do not pertain to the original job description.

ARTICLE 58: BONUSES

In the event that IDA provides earned bonuses, Bargaining Unit Members shall not be excluded from earned bonuses. IDA will provide bonuses or other incentives to Bargaining Unit Employees in a manner that is consistent with that offered to all other employees of IDA and need not bargain any changes with the Union, provided that the changes apply to all eligible employees.

Section 5: Leaves

ARTICLE 59: CATASTROPHIC LEAVE

All Bargaining Unit Employees who have exhausted applicable types of leave and must miss work due to a prolonged illness or injury (including that of a family member) may request unpaid catastrophic leave with job protection.

This benefit also is available to employees who have exhausted applicable types of leave whose residence has been affected by a state of emergency or disaster (including but not limited to natural disasters for which the Governor has declared a State of Emergency).

Eligible Bargaining Unit Employees may donate all applicable forms of leaves, floating holidays, sick time, and vacation time to other Eligible Bargaining Unit Employees who are in need of catastrophic leave.

ARTICLE 60: PANDEMIC TRAVEL

In the event of an outbreak of a highly contagious disease or pandemic, no Eligible Bargaining Unit Employee will be required to travel or represent IDA at any public event which state or federal agencies or a personal medical professional determine would put their health and safety at risk. However, subject to availability of relevant insurance coverage and indemnification of IDA, a Bargaining Unit Employee may petition this restriction if they believe an event, circumstance or current event necessitates the presence of IDA for services including (but not Limited to) journalistic coverage, emergency artists support or advocacy.

ARTICLE 61: PANDEMIC LEAVE

All Bargaining Unit Employees are eligible to take up to forty (40) hours of Pandemic Leave for recovery from pandemic diseases or adverse reaction to vaccination against pandemic diseases.

ARTICLE 62: EMERGENCY DISASTER / EMERGENCY SERVICE LEAVE

In the event of a state or federally declared Disaster (including, but not limited to, heatwaves, fire, hurricanes, earthquakes, tornadoes, flooding, human-caused/industrial disaster, localized warfare or related evacuation orders, and any other climate-related disaster) all impacted Bargaining Unit Employees will receive support from IDA. IDA will provide Bargaining Unit Employees with stipends for relocation, stipends for sudden work from home needs, based on generally accepted standards for such support.

Upon mutual agreement all Bargaining Unit Employees are entitled to take unpaid temporary leaves of absence for emergency service roles including (but not limited to) volunteer firefighters, reserve peace officers, and emergency rescue personnel. The scope of service for emergency rescue personnel includes (but is not limited to) engaging in fire, law enforcement and emergency rescue training.

IDA is prohibited from discharging, demoting, suspending or otherwise discriminating against employees who take time off to engage in fire, law enforcement, or emergency rescue training.

If a Bargaining Unit Employee is drafted and inducted into the armed forces, IDA will prioritize their re-hiring in the same (or similar) Bargaining Unit eligible position upon their return from the military.

ARTICLE 63: PAID LEAVE FOR DONATION OF ORGANS/BONE MARROW

All Bargaining Unit Employees are allowed to take job-protected leave and continue to earn their pay while they take time away from work to seek or to donate organs and/or bone marrow.

ARTICLE 64: PAID MEDICAL LEAVE

All Bargaining Unit Employees are allowed to take job-protected leave while they take time away from work to address serious health conditions or disabilities (including but not limited to pregnancy, gender-affirming care, post-abortion care, mental health stabilization, etc.). An employee is eligible for up to six (6) weeks of paid medical leave. Bargaining Unit Employees may also use any accrued leave, including vacation, personal days, or sick days. After expending all eligible paid time off, Bargaining Unit Employees may access the state short-term disability program.

ARTICLE 65: MILITARY PARTNER LEAVE

In accordance with all statutory requirements, Bargaining Unit Employees are allowed to take job-protected leave while they take time away from work to spend time with a partner home on leave from military deployment. This leave applies regardless of marital or civil status.

ARTICLE 66: PAID FAMILY MEDICAL LEAVE

In accordance with FMLA statutory requirements Bargaining Unit Employees are allowed to take job-protected leave while they take time to care for an immediate family member with a serious health condition. An immediate family member includes a spouse, domestic/life partner(s), co-habitant, parent, stepparent, guardian, primary caregiver, sibling, child, stepchild, foster child, grandparents, grandchild, domestic/life parent(s)/partnership or spouse.

An employee is eligible for up to two (2) weeks of paid leave for qualifying events. Bargaining Unit Employees may also use any leave, including vacation, personal days, or sick days.

ARTICLE 67: PAID FERTILITY TREATMENT LEAVE

In accordance with FMLA statutory requirements and Family & Medical Leave conditions included in this agreement, Bargaining Unit Employees are allowed to take job-protected leave and continue to earn their pay while they take time away from work to seek medically recognized fertility treatment (including, but not limited to IVF). This leave applies regardless of marital or civil status.

ARTICLE 68: PERSONAL LEAVE OF ABSENCE

Any Bargaining Unit Employee who has completed their Probationary period as defined in this Agreement, has exhausted all vacation time and is not eligible for family care or medical leave, or has exhausted other applicable types of leaves, may request a personal leave of absence, without pay, for a period not to exceed thirty (30) calendar days. Any such request must be in writing and must be approved by the Bargaining Unit Employee's supervisor and submitted to Human Resources.

Approval of such a request is discretionary and will ordinarily occur only when compelling circumstances exist and staffing permits. Bargaining Unit Employees who desire to maintain their insurance benefits during the period of personal leave must pay the full cost of their health benefits and are required to make monthly payments. Bargaining Unit Employees on a personal leave of absence may not accept employment with any other employer without the written consent from the Human Resource Department. Upon conclusion of the personal leave of absence, IDA will return the Bargaining Unit Employee to the employee's former position.

ARTICLE 69: PAID TIME OFF FOR VOTING

Bargaining Unit Employees who want to vote in a citywide, statewide or national election but do not have sufficient time outside their regular working hours to do so, may request time off from work for up to five (5) hours to vote without loss of pay.

ARTICLE 70: JURY AND WITNESS DUTY LEAVE

Bargaining Unit Employees who are summoned for jury duty or subpoenaed to appear as a witness in a court, arbitration or other official administrative proceeding, will promptly notify their supervisor and provide a copy of the summons or subpoena if necessary. Bargaining Unit Employees may be required to submit a copy of their completion of jury service certificate or subpoena to their supervisor to ensure they are properly paid for jury or witness duty leave.

Bargaining Unit Employees will be paid for up to ten (10) working days to serve as a juror or witness. If more time is required to serve, Bargaining Unit Employees are able to utilize vacation days if available. Otherwise, additional time off is on an unpaid basis. In some circumstances, IDA may be required to pay exempt Bargaining Unit Employees, who are on jury or witness duty for part of a week, a full week's salary under the provisions of state or federal law. Bargaining Unit Employees who are released from the service of the court before the end of their regularly scheduled shift or who are not asked to serve on a jury panel should contact their supervisor as soon as possible and then report to work, time permitting.

ARTICLE 71: BEREAVEMENT LEAVE

The Employer grants up to five (5) days of bereavement leave with pay to Bargaining Unit Employees for any immediate family members. An immediate family member includes a spouse, domestic/life partner(s), co-habitant, parent, stepparent, guardian, primary caregiver, sibling, child, step-child, foster-child, grandparent, grandchild, domestic/life partner(s)/partnership or spouse of a sibling, domestic/life partner(s)/partnership or spouse of a child, parent of a domestic/life partner(s)/partnership or spouse. If a Bargaining Unit employee requires more than five (5) days off for bereavement leave the Bargaining Unit Employee may request additional unpaid time off, may utilize unused vacation benefits or applicable leaves.

The Employer grants up to three (3) days of bereavement leave for any family member. Any family member includes spouse, domestic/life partner(s), co-habitant, parent, step-parent, guardian, primary care-giver, sibling, child, step-child, foster child, grandparent, grandchild, domestic/life partner(s)/partnership or spouse of a sibling, domestic/life partner(s)/partnership or spouse of a child, parent of a domestic/life partner(s)/partnership or spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, cousins, uncle, or aunt.

If a Bargaining Unit Employee requires more than five (5) days off for bereavement leave the Bargaining Unit Employee may request additional unpaid time off, may utilize unused vacation benefits, or applicable leaves.

ARTICLE 72: PAID PARENTAL LEAVE

1. All Bargaining Unit Employees will be eligible for parental leave for up to twelve (12) weeks at full pay and an additional four (4) weeks unpaid in a twelve-month period, following the birth of their child, birth of their child through surrogacy, adoption of a child, or placement of a foster child in their home. This leave applies regardless of the employee's parental, marital or civil status.
2. If desired, weeks' pay can be spread out over a period of time.

ARTICLE 73: TIME OFF FOR SCHOOL VISITS

A Bargaining Unit Employee who is a guardian, with custody of a child or dependent in kindergarten, in grades 1-12 or who is attending a licensed child day-care facility, may take paid time off to participate in activities of the school or child care facility, up to six (6) hours each calendar month (up to a maximum of thirty (30) hours each school year), per child. Bargaining Unit Employees may also be granted time off to attend a school conference involving the possible suspension of their child. Bargaining Unit Employees must give reasonable notice to their supervisor of their planned absence. If all paid time off has been exhausted, additional unpaid time off may be granted with supervisor approval.

ARTICLE 74: BENEFITS DURING LEAVE

Bargaining Unit Employees on Family Medical Leave, or Workers' Compensation leave, Paid Parental Leave, Pregnancy-Related Disability Leave may continue their participation in any health plans in which they were enrolled before the first day of the leave, for up to twelve (12) work weeks or longer where required by law on the same terms and conditions as those for active Bargaining Unit Employees. Thereafter, Bargaining Unit Employees may continue their group health insurance coverage through the Employer by making monthly payments to the Employer for the amount of their employee premium(s).

ARTICLE 75: DOMESTIC VIOLENCE AND SEXUAL ASSAULT VICTIM LEAVE

IDA provides Bargaining Unit Employees who are victims of domestic violence and/or sexual assault with paid time off from work for the following reasons:

- To seek medical attention for injuries caused by domestic violence and/or sexual assault.
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence and/or sexual assault.
- To obtain psychological counseling related to an experience of domestic violence and/or sexual assault.
- To participate in safety planning and take other actions to increase safety from future domestic violence and/or sexual assault, including temporary or permanent relocation; and
- To obtain a temporary restraining order, restraining order or other court assistance.

Bargaining Unit Employees may be required to provide advance notice of the need for time off for the above stated activities, unless advance notice is not possible due to the circumstances.

ARTICLE 76: CRIME VICTIM LEAVE

Bargaining Unit Employees are provided with paid Crime Victim Leave if the employee is:

- The victim of a crime.
- An immediate family member of a victim of a crime. An immediate family member includes a spouse, domestic/life partner, co-habitant, parent, stepparent, guardian, primary caregiver, sibling, child, step-child, foster child, grandparent, grandchild, domestic/ life partner(s)/ partnership of spouse of a sibling, domestic/life partner(s)/partnership or spouse of a child, parent of a domestic/life partner(s)/partnership or spouse.

Bargaining Unit Employees may be required to provide their supervisor with a copy of the notice for each scheduled proceeding that is provided to the victim by the agency responsible. Bargaining Unit Employees may be required to provide reasonable advance notice of the need for time off for this purpose. If advance notice is not possible or if an unscheduled absence occurs related to the above provisions, the Bargaining Unit Employee may be required to provide the Employer with documentation confirming the judicial proceeding as soon as possible after the absence. Documentation may come from the court or government agency setting the hearing, the District Attorney or prosecuting attorney's office, or the victim/witness office advocating on behalf of the victim.

IDA will not discriminate or retaliate against Bargaining Unit Employees who are victims of crimes and take time off pursuant to this policy.

ARTICLE 77: PAID TIME OFF FOR PETS

Pets are an essential part of a Bargaining Unit Employees' family life. Bargaining Unit Employees may use available paid time off when adopting or fostering new pet(s), seeking medical vet care for pet(s), and in the event of death or loss of pet(s).

Section 6: Stipends

ARTICLE 78: UTILITY STIPENDS

IDA will offer all Bargaining Unit employees a monthly stipend to offset utility costs incurred when employees work from home.

1. All Bargaining Unit Employees will receive a \$100.00 monthly stipend.
2. The stipends will be considered a reimbursement of employee business expenses and a non-taxable fringe benefit.
3. The stipend will be split evenly between pay periods, resulting in \$50.00 per pay period each month.

ARTICLE 79: CELL PHONE POLICY

1. Bargaining Unit Employees who hold positions that require the use of a personal cell phone for work will receive a monthly cell phone stipend to reimburse for business-related costs incurred when using their personally owned phones.
 - a. Bargaining Unit Employees will be reimbursed at a flat rate of \$50.00 per month, increased yearly with inflation rates pegged to the Consumer Price Index-Utilities. The stipend will be considered a non-taxable fringe benefit.
2. Bargaining Unit Employees are not required to use their personal cell phone number for work and can obtain a separate cell number, obtain a google voice number, or forward their office phone number.
3. Additional cell phone expenses may arise with international travel. If specific additional costs are incurred with international travel, IDA will reimburse the Bargaining Unit Employee for additional expenses outside of normal cell phone use.

ARTICLE 80: MEAL EVENTS

1. IDA will provide quarterly meal events for Bargaining Unit Employees to encourage camaraderie and teambuilding. Meal events will consist of a lunch with the opportunity to connect with fellow employees. Bargaining Unit Employees will be provided a budget of up to \$25.00, increased yearly with inflation rates, per employee to purchase lunch or a meal.
2. Bargaining Unit Employees with dietary restrictions may get special meals.
3. In the event that IDA holds a luncheon event, outside of the quarterly meal events, remote employees shall be able to participate on the same cost basis noted in Section 1 above.

ARTICLE 81: HOME OFFICE EQUIPMENT POLICY

1. Bargaining Unit Employees will be permitted, with approval by management, to take home certain IDA-provided office equipment. Bargaining Unit Employees can request additional WFH equipment necessary for their job. Equipment might include, but is not limited to, desktop computers, monitors, printers, keyboards, headsets, office chairs or other accessories. An inventory of IDA-provided equipment will be maintained, and all equipment should be returned to IDA when it is no longer needed or at the end of employment with IDA.
2. IDA will comply with ADA requirements by engaging in the ADA interactive process with an employee, upon request, to identify and furnish appropriate specialized equipment, hardware or software.

ARTICLE 82: INTERNET DEVICE POLICY

All Bargaining Unit Employees will receive an internet device (including but not limited to a “work laptop”, “work iPad”, or “work TV”) which functions properly and is technologically capable of performing all the tasks defined by the job descriptions of each Bargaining Unit Employee. This device will be repaired and/or replaced when it no longer meets the above standards.

ARTICLE 83: VOLUNTEER LABOR FOR NON-EXEMPT EMPLOYEES

All non-exempt Bargaining Unit employees are not permitted to work “off the clock” or provide any volunteer labor for IDA under any circumstances. Any labor performed for IDA must be compensated.

Section 7: Duration of Agreement

ARTICLE 84: DISTRIBUTION OF AGREEMENT

The Employer will furnish electronic or physical copies of the Agreement to all Bargaining Unit Employees within ninety (90) days of ratification.

