

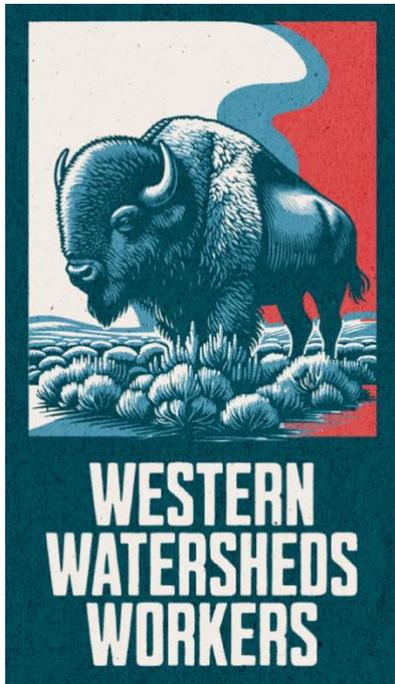
COLLECTIVE BARGAINING AGREEMENT

between

Western Watersheds Workers

and

Western Watersheds Project



PREAMBLE

This Agreement was made and entered into by and between Western Watersheds Project. (hereinafter referred to as “WWP,” or “Employer”) and Western Watersheds Workers (hereinafter referred to as “WWW” or the “Union”).

Whereas the parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment;

Whereas the parties are committed to the movement to protect western public lands from the destructive effects of livestock grazing;

Whereas the parties are committed to work collectively to protect and restore western watersheds and wildlife through education, public policy initiatives, and legal advocacy;

Whereas the parties are committed to creating a workplace that supports workers in their efforts to protect public lands and western watersheds and creates a sustainable work environment;

Now, THEREFORE, in consideration of the promises and mutual agreements contained herein, WWP and the Union agree as follows and obligate themselves to comply in good faith with all the provisions of this Agreement with respect to the employees of WWP recognized as being represented by the Union.

ARTICLE 1
RECOGNITION AND ESTABLISHMENT OF THE UNIT

Section 1. WWP recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2. The term “covered employee” and/or “employees” as used in this Agreement shall mean, all full-time and part-time employees, and those whose job titles are created pursuant to the new job titles provisions of this Agreement, but excluding interns; temporary employees (engaged for a period of no more than 12 months); directors, deputy directors, officers and confidential employees as defined by the National Labor Relations Act, in accordance with Appendix A of this Agreement, the “Voluntary Recognition Agreement” between the Union & WWP dated and effective **July 1, 2024**.

Section 3. Both covered and excluded employees will also be interpreted in accordance with the definitions in Attachment B, Job Classifications.

ARTICLE 2
EMPLOYMENT STATUS

Section 1. A full-time employee shall be deemed to be any employee regularly scheduled to work thirty-two (32) hours per week.

Section 2. A part-time employee shall be deemed to be any employee regularly scheduled to work less than thirty-two (32) hours per week.

Section 3. Exempt employees shall be deemed to be any employee that, because of the types of duties they perform for the organization, including decision making authority and level of compensation, do not qualify for certain local, state or federal legal protections.

Section 4. Non-exempt employees shall be deemed to be any employee that, because of the types of duties they perform for the organization, including decision making authority and level of compensation, qualify for certain local, state or federal legal protections. All non-exempt employees are subject to state and federal wage and hour laws, including overtime requirements. Non-exempt employees can be either full-time or part-time employees.

Section 5. A temporary employee is one who is engaged for short-term assignments due to their expertise in a particular area and have been hired for a particular project or for a finite period of time, with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. However, if the assignment or need becomes indefinite, WWP will reclassify temporary employee(s) to regular full-time or regular part-time employees. In no event will the total time of a temporary employment last for a cumulative twelve (12) months without agreement from the Union, in which the employee will be included in the bargaining unit subject to the provisions of this Agreement.

Section 6. An intern is an individual who performs work on an unpaid or a paid basis for the individual's own purposes, which includes but is not limited to meeting educational requirements or expectations for a degree being pursued by the individual, and/or providing support for WWP's initiatives/causes. Interns shall not be included in the bargaining unit provided that the internship lasts no longer than twelve (12) months. In no event shall the total time of an internship last a cumulative twelve (12) months of employment. In the interests of supporting equity, diversity, and inclusion at WWP, WWP has a strong preference for compensated internships whenever possible.

Section 7. Upon the first day of employment, full-time employees are eligible for all benefits and part-time employees are eligible for benefits at the discretion of the Executive Director, subject to insurance policy requirements.

ARTICLE 3 NON-DISCRIMINATION

Section 1. The Parties agree that all personnel actions such as compensation, benefits, transfers, terminations, layoffs, return from layoff, training, education, and social and recreation programs, will be administered without regard of actual or perceived race, color, creed, religion, class, age, sex, sex characteristics, gender, gender identity, gender expression, sexual orientation, partnership status, pregnancy status, marital status, familial status, national origin, ancestry, immigration and citizenship status, political affiliations, refugee status, asylum seeking status, statelessness, veteran status, military status, disability, genetic predisposition, or genetic information, domestic violence victim status, sex offense or stalking victim status, union activity or any other classification protected by applicable federal, state, or local law. Prior to hiring an employee, WWP will not inquire about, nor will it consider, juvenile delinquency adjudications, youthful offender adjudications, arrest, or prior convictions. Job performance may provide grounds for personnel decisions.

Section 2. For the purposes of this Article, all the terms contained in section 1 above shall be interpreted as defined by law. If the terms sex characteristics, gender identity and gender expression are not defined under law, then the terms shall have the following meanings:

- A. Sex characteristics refers to the chromosomal, gonadal, and anatomical features of a person, which include primary characteristics such as reproductive organs and genitalia and, or in chromosomal structures and hormones; and secondary characteristics such as muscle mass, hair distribution, breasts and, or stature.
- B. Intersex individuals are those born with sex traits and reproductive anatomy that differ from the binary biological characteristics of male and female, and who may or may not identify with intersex as their gender identity.
- C. Gender identity refers to an individual's unique experience or lack of experience on the psychological, emotional, interpersonal, and/or societal levels within or without the spectrum that spans femininity, masculinity, neither, and/or a combination of all of the

above. One's gender identity may or may not correspond with their gender assigned at birth (such as the sex listed on their birth certificate) and evidence of one's gender or sex may never be requested or required.

- D. Gender expression refers to the way in which one relates and/or connects their internal experience or lack of experience of gender to the outside world through preferred name and pronouns, physical appearance, clothing choice and accessories, behaviors and mannerisms that express aspects of one's gender identity and/or role, vocal characteristics, use or lack of use of hormone replacement therapy.
- E. Any other interpersonal and social acts, experiences, preferences, and decisions related to one's gender identity. Gender expression may or may not conform to a person's gender identity and might fluctuate between varying expressions of gender.

Section 3. Knowing and intentional refusal to use and/or respect one's preferred name and pronouns regarding their gender is to be considered an act of workplace discrimination.

Section 4. WWP and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate, on the basis of any of the protected characteristics or activities described above, against any other employee or anyone with whom the employee has contact during the course of the employee's work.

Section 5. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of persons identifying as disabled as defined by and required by state and/or federal law, including the Americans with Disabilities Act (ADA), and those based on the following definitions:

- A. Neurodivergent: differing in mental, cognitive, and/or neurological function from what is considered normal.
- B. Neurotypical: not displaying or possessing differences in mental, cognitive, and/or neurological function from what is considered normal.
- C. Disability will be defined as, among other things, an individual who is not able-bodied, able-minded, or neurotypical. This includes physical, sensory, mental, cognitive, intellectual, developmental, and psychiatric disabilities, neurodivergence, and chronic illnesses/chronic diagnoses.

Section 6. In the event that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either party's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by WWP with respect to work schedule, job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such a person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any other person for any purpose at any time.

- A. Any reasonable accommodation agreed by the parties, shall be binding and enforceable until the accommodation is no longer applicable.
- B. When necessary for WWP to address reasonable accommodation requests, WWP will consult with experts to ensure full compliance with the ADA.

ARTICLE 4 HIRING, TRANSFERS AND PROMOTIONS

Section 1. WWP maintains a policy of nondiscrimination with employees and applicants for employment. No aspect of employment with WWP will be influenced in any manner by any aspect of an individual's identity except where it impairs the ability to perform the requisite job functions.

Section 2. All vacancies will be posted (electronically) in such a fashion as to be accessible by employees. The posting shall include the title, pay range, and sufficient information regarding requirements and duties to adequately describe the vacancy. The vacancy will remain posted for seven (7) working days prior to posting externally. Existing employees may be eligible for a noncompetitive hire at the discretion of the Executive Director. After the seven (7) working days, employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants.

Section 3. Successful applicants will be chosen based on their qualifications, such as experience, skill, and job-related knowledge. Qualifications for a position shall be determined by WWP. Where the internal WWP applicant is more qualified, the hiring team will give preference to the internal applicant. Where in WWP's judgment the qualifications of an internal applicant and an outside applicant are substantially equal, WWP will consider diversity, equity, and justice principles in the hiring process.

Section 4. Where WWP is deciding between two (2) internal applicants whose qualifications, in WWP's judgment, are substantially equal, the hiring decision will be guided by principles of diversity, equity, and justice considering seniority and geographical location.

Section 5. Transfers. Employees may request to be transferred to another location to perform the same or similar functions they currently perform provided there is a need in the receiving locality.

Section 6. WWP agrees to provide the Union, in writing, the names, titles, and wages of all candidates selected, transferred or promoted under this Article, by the tenth (10th) calendar day after any such selection is made.

Section 7. While WWP accepts and considers applications for employment from relatives, close family members (such as parents, grandparents, children, partners, siblings, or in-laws) generally will not be hired, transferred to, or retained in positions where they directly or indirectly

supervise or are supervised by, or work closely with another close family member. While there is no prohibition against hiring relatives, it is strongly discouraged.

ARTICLE 5 IMMIGRANT WORKFORCE

Section 1. General Principles: The Union and WWP have a mutual interest in avoiding the termination of trained Employees. Accordingly, to the extent not addressed by this Agreement, the Union and WWP will negotiate over issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules, or policies related to immigrants. WWP shall notify the Union in writing if approached by immigration officials, and upon the Employee's and Union's request, agrees to meet with the Union to discuss the nature of the problem to see whether a resolution can be reached to support the employee taking leave. Whenever possible, this meeting shall take place before any action by WWP is taken.

Section 2. Absence from Work Due to Law Enforcement: WWP will not discipline, discharge or otherwise act against any Employee who is absent from work due to arrest, detention or incarceration by law enforcement pursuant to the Employee's citizenship status or Visa status, and those days will not count against the Employee's time and attendance record, provided the employee communicates as soon as reasonably practicable.

Section 3. Protection of Rights During Workplace Immigration Enforcement: WWP will promptly notify the Union if WWP is contacted by the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE), a branch of DHS, for any purpose or if a search and/or arrest warrant, administrative subpoena or other request for documents is presented in order that the Union can take steps to protect the rights of its members. Further, WWP will:

- A. Refuse admittance of any agents of DHS or ICE who do not possess a valid warrant signed by a federal judge or magistrate.
- B. When presented with a judicially signed warrant WWP will provide the authority presenting such warrant with a written statement that it is specifically withholding consent to enter any non-public areas of the workplace and is permitting search only under protest. If providing a written statement is not possible, WWP will verbally inform the authority presenting the warrant that they are withholding consent to enter non-public areas of the workplace and is permitting search only under protest. WWP will provide the Union with a memo outlining the verbal conversation.
- C. Not reveal to the DHS names, addresses or immigration status of any Employee, except pursuant to a valid warrant or subpoena signed by a federal judge, magistrate or immigration officer designated by the DHS.
- D. Permit inspection of I-9 Forms by DHS or DOL only after a minimum of three (3) written days' notice.

- E. Where a warrant specifically names certain individuals or the DHS presents a warrant or subpoena which requires the production of I-9 forms, the inspection shall be permitted, and individuals named on the warrant shall be contacted immediately.
- F. Where DHS notifies WWP that certain Employees do not appear to be authorized for continued employment, WWP will provide the Employees with a reasonable opportunity of not less than two (2) weeks to present other documents as listed on Form I-9 to establish their employment authorization.
- G. Nothing in this provision shall be interpreted to limit the Employee's rights to continued employment under the "receipt rule," which grants Employees ninety (90) days to present to WWP a replacement document of a previously issued but expired employment authorization.
- H. It is acknowledged that this agreement shall not be interpreted to cause WWP to knowingly hire or continue the employment of any person not authorized to work in the United States as prohibited by IRCA 8 U.S.C. 1324a(a)(1)(A)(2).
- I. WWP shall provide no documents other than the I-9 forms to the DHS for inspection in the absence of a valid DHS administrative subpoena, or a search warrant, or subpoenas signed by a federal judge or magistrate.
- J. The Union and WWP have an interest in avoiding the necessity of terminating trained Employees due to the Employee losing his/her authorization to work in the United States. In order to assist Employees in a timely manner to take advantage of legal services regarding immigration matters, the WWP agrees to share with the Union, upon request, authorizations that are going to expire in the 60-day period following the request.
- K. In the event that an Employee does not provide adequate proof that they are authorized to work in the United States after their probationary or introductory period, and their employment is terminated for this reason, WWP agrees to immediately reinstate the Employee to their former position, without loss of prior seniority (but length of service for vacation or other benefits does not continue to accrue during the period of absence) upon the Employee providing proper paperwork authorization within six (6) months from the date of termination.
- L. If the Employee needs additional time, WWP will rehire the Employee into the next available opening in the Employee's former classification, as a new hire without seniority, upon the Employee providing proper work authorization within twelve (12) additional months.
- M. WWP will furnish a personalized letter stating the Employee's rights and obligations under this section to any Employee terminated because they have not provided adequate proof they are authorized to work in the United States.

Section 4. Employer Self-Audits: In the context of a request from an outside agency, absent such form notice from DHS, ICE or any other federal, state, or local enforcement agency, WWP will not conduct an audit or any other type of inspection of its I-9 forms or personnel records and will not allow any other private or public entity to conduct such an audit or inspection subject to legal requirements.

Section 5. I-9 Forms: WWP will maintain Employee I-9 forms in a file separate from personnel records, as required by law. WWP will not duplicate, either by photocopy, electronically or any other method, the documents provided by the Employee in connection with the I-9 process, and will not retain any copies, however obtained, in any files.

Section 6. Verification and Re-Verification of Work Authorization: WWP will not require or demand proof of immigration status, except as may be required by 8 U.S.C. 1324A(B) and listed on the back of the I-9 form. Further, WWP will not require that an Employee re-verify their authorization to work unless WWP obtains actual or constructive knowledge that the Employee is not authorized to work in the United States. "Actual or constructive knowledge" means such knowledge that would subject WWP to liability under the "employer sanctions" provisions of the immigration laws, 8 U.S.C. 1324a. Further, WWP will not require Employees engaged in "continuing employment" to provide proof of work authorization, including Social Security numbers (SSNs). "Re-verification" means requesting that an Employee show documents that purport to prove their authorization to work in the United States, and includes a request to provide proof of a valid SSN. In the event that WWP determines it has the requisite "actual or constructive knowledge" that requires it re-verify an Employee's authorization to work, WWP will:

- A. Simultaneously notify the Employee and the Union and provide both with the factual basis for that determination;
- B. Afford the Employee a reasonable period of time of not less than one hundred twenty (120) days to establish work authorization; and
- C. Not take any adverse employment action against the Employee unless WWP has complied with the preceding items, as is required by law.

Section 7. Transfer of I-9 Forms: No Employee shall be required to re-verify status in circumstances constituting "continuing employment." In the event of a reorganization that transfers the Employees to a different entity, WWP shall transfer the I-9 forms of its Employees to the new employers, and shall condition such reorganization on the successor employer's written agreement to use transferred I-9 forms to satisfy obligations with respect to I-9 forms.

Section 8. Inquiries Into Immigration Status: WWP will not ask any Employee, either orally or in writing, to respond to questions or provide documentation of immigration status, except as required by law. If WWP determines that such a request is required by law, WWP will provide the Employee(s) and the Union a detailed explanation for the request, in writing, citing the factual and legal basis for the request. The Union will have two (2) weeks to reply to the request.

The Employee will not be required to respond to questions or provide the requested documentation while the Union and WWP attempt to resolve a dispute under this section.

Section 9. Employer Participation in Employers Verification Pilot Projects: WWP will not participate in any computer or online verification of immigration or work authorization status, except as required by law.

Section 10. Corrections to Records: An Employee may notify WWP of a change in name or SSN and WWP will modify its records to reflect such changes. WWP shall not change employees' seniority or employment status or benefits as a result of being notified of such changes. WWP may not discharge or in any manner discriminate, retaliate or take any adverse action against an Employee because the Employee updates or attempts to update their personnel records to reflect change to their lawful name or valid SSN.

Section 11. Social Security "No-Match" Letters: In the event that WWP receives notice, either by correspondence or otherwise, from the Social Security Administration (SSA) indicating that an Employee's name and SSN that WWP reported on the Wage and Tax Statements (Form W-2) for the previous tax year do not agree with SSA's records, WWP agrees to the following:

- A. WWP will notify the Union upon receipt of any such notice and will provide a copy of the notice to all Employees listed on the notice and to the Union;
- B. WWP will not take any adverse action against any Employee listed on the notice, including firing, laying off, suspending, retaliating or discriminating against any such Employee as a result of these circumstances;
- C. WWP will not require that Employees listed on the notice bring in a copy of their Social Security card for WWP to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status;
- D. WWP will not contact the SSA or any other governmental agency after receiving notice of a "no-match" from the SSA.

Section 12. Expiration of Documents: WWP agrees to treat an Employee's period of removal from employment due to the expiration of the Employee's work authorization document as a leave of absence without pay for a period of up to ninety (90) calendar days, and reinstate the Employee to the job without loss of seniority upon receipt of the renewal work authorization document if the Employee provides appropriate documentation, subject to the employee proactively stating an intention to return to work.

Section 13. Remedies: If WWP violates any provision of this Article and such violation directly or indirectly leads to the termination or resignation of any Employee, WWP shall, in addition to any other remedies awarded by the arbitrator, reinstate the Employee. If a reinstatement is not permitted due to the Employee's immigration status, WWP shall make an equivalent payment to a mutually agreed to party to the extent allowable by law.

Section 14. Citizenship: Upon request, Employees shall be released for up to five (5) unpaid working days in order to attend U.S. Citizenship and Immigration Services proceedings and any related matters for the Employee only. WWP may request verification of the reason for such absence. On the day an Employee becomes a U.S. citizen, WWP will compensate the Employee with a one-time paid personal holiday in recognition of their citizenship.

Section 15. Limited-English Proficient Workers: While English is the language of the workplace, WWP recognizes the right of Employees to use the language of their choice among themselves. WWP shall work with the Union to provide English as a Second Language (ESL) and literacy classes to Employees, either directly or in partnership with not-for-profit ESL providers. WWP agrees that any Employee who is disciplined or discharged must be provided with notice in any language in which they are proficient, and any meetings that may lead to or concern discipline or discharge must be conducted in any language in which the Employee is proficient.

Section 16. For Employees holding any temporary work authorization: WWP will make reasonable efforts in the immigration sponsorship process, if permitted by law, in good faith, including financial support at WWP's discretion, but cannot guarantee any result.

Section 17. Management Training: WWP shall provide the entirety of Article 5 to any new manager or supervisor.

ARTICLE 6 JOB DESCRIPTIONS

Section 1. WWP's job descriptions help WWP, the Union, and Employees communicate about job responsibilities. However, job descriptions are only guidelines and can normally be expected to change over time. The Executive Director will help with understanding actual responsibilities at any point in time. From time to time, employees are expected to perform duties and handle responsibilities that are not part of their normal job description. If there is ever uncertainty about whether or not to take on new responsibilities or direction, Employees will confer with the Executive Director or Deputy Director.

Section 2. All new hires at WWP shall receive a written job description for their position in the form of their position announcement as part of the on-boarding process on or before their start date. As part of the on-boarding process all new employees shall have a meeting with the Executive or Deputy Director within two (2) weeks of the employee's start date to discuss the written job description as well as the job role and responsibilities and ask any questions the employee may have.

Section 3. Changes to the job description, along with appropriate weights, will be arrived at in cooperation with the Executive or Deputy Director and the employee. The job description should reflect actual job duties and should be updated as necessary in consensus with the Executive Director.

Section 4. In the event WWP modifies a job description, WWP shall inform the Union about said change. At the request of the Union, the parties will meet with the employee to review the

changes or new job description and will be provided with an explanation for the change. In such a meeting, the Union may request modification to the employee's current title on a permanent or temporary basis. Such requests will be addressed in accordance with the provisions and procedures in this Agreement.

Section 5. In the event that an employee believes their job description does not accurately reflect their actual responsibilities on a regular or temporary basis, or they believe that their duties, responsibilities or functions have been expanded, the employee may request the opportunity to discuss the written job description and/or position with the Executive or Deputy Director. A Union representative may participate in any such meeting, at the request of the employee.

ARTICLE 7 HOURS OF WORK AND SCHEDULES

Section 1. The normal workweek is Monday through Thursday. In general, full-time employees are expected to work a 32-hour week and non full-time employees work less than a 32-hour work week. There may be occasions when an Employee, due to varying workloads and project needs, works more than 32 hours. The extra hours worked will not be compensated. The Employee is instead expected to take a commensurate amount of time off when their schedule allows to compensate for the extra hours worked ("comp time" and "flex time").

Section 2. Comp Time: Employees may find it necessary to work more than their full number of days in a single week. When this occurs, the additional day(s) can be banked as "comp time." In order to be banked, extra full days worked must be reported to the Operations Director within a month. Comp time must be used by the end of the calendar year and is re-set to zero for all Employees on January 1 of each year, with an exception for comp time earned in December, which is available to be used the following January. The use of comp time requires the approval of the Executive, Deputy, or Operations Director. Unused accrued comp time shall not be paid upon termination.

Section 3. Flex Time: Full-time employees are expected to work 32 hours per week unless otherwise specified. There is a general expectation that employees will be available either from 9 am – 5 pm each weekday, Monday through Thursday, or 6 to 6.5 hours per day Monday through Friday, unless other arrangements with the Executive or Deputy Director have been made. In the event an employee works more than their allotted hours in a given day, the excess time can be banked as "flex time" and then used no later than the next seven days. If more than a full day of hours is worked within 2 weeks, this time may be banked instead in full-day increments as "comp time."

Section 4. Some employees work less than 32 hours per week and are paid proportionally to hours worked. For employees working less than 32 hours per week, the same governing principles apply for work over their designated number of hours per week.

**ARTICLE 8
PAY AND ADJUSTMENTS TO PAY**

Section 1. All employees at WWP, except for the Executive Director and Deputy Director, receive an equal base salary, based on a 32-hour work week, as of the signing of this collective bargaining agreement, exclusive of bonuses.

Section 2. At the end of each calendar year, WWP will make an adjustment to pay based on inflation, also known as COLA.

Section 3. WWP retains the right to negotiate any other adjustments to pay (increases and/or decreases) for Union members.

**ARTICLE 9
FLEXIBLE WORK ARRANGEMENT/TELEWORK**

Section 1. WWP employees either work from a home office or rent an office nearby depending on employee preference. Where an employee works from home, their home will be considered their work-location.

Section 2. The following provisions apply:

- A. WWP will provide equipment or reimburse for approved equipment at the request of the employee in accordance with this Agreement.
- B. WWP will provide information on proper ergonomic set-up of their workstation (Refer to Appendix C, Ergonomic Workstation Checklist at the end of this agreement) and the employee may request reimbursement for the acquisition of workstation equipment, which shall not be unreasonably withheld. To the extent that a participating employee requires an accommodation, WWP will provide equipment and items as required by law.
- C. Participating employees will use any WWP property in accordance with WWP rules and policies (found in the WWP handbook) and protect WWP confidential or proprietary information in accordance with such rules and policies.
- D. Productivity impacts due to slow home internet service, or any other reason will not result in disciplinary action, but employees will be expected to resolve ongoing issues in a timely manner.
- E. In the event of a computer malfunction, power outage, internet failure or other issue preventing the completion of work that is outside the control of the participating employees, employee pay will continue until the issue is resolved. Employees are expected to make reasonable accommodations to continue to work, and may be required to acquire an Uninterruptable Power Supply at WWP expense.

- F. To ensure the safety of employees in the event of a medical emergency, WWP will collect updated emergency contacts from all employees.
- G. Employees with satellite communication devices are responsible for updating the emergency contacts associated with those services; WWP is not liable for any malfunction or misuse of these devices.

ARTICLE 10
PERFORMANCE EVALUATIONS AND ACCOUNTABILITY

Section 1. WWP agrees that accountability of an Employee shall be for just cause only. An Employee may file a grievance concerning disciplinary action against them in accordance with this Agreement.

Section 2. Performance Evaluations.

- A. WWP engages in annual performance evaluations for each Employee. At times it may be desirable to have more frequent evaluations for an Employee and this will be at the discretion of the Executive Director or the Board. WWP has a system for Employee evaluations that includes job description, performance evaluation, statement of goals, and discussion.
- B. The Employee shall complete an annual self-evaluation form before their evaluation.
- C. Performance evaluations will be conducted verbally with the leadership team, with specific comments for each of the job duties listed in annual goals for each Employee.
- D. Discussion means each Employee will meet with the Executive or Deputy Director to individually discuss, and if necessary modify, the written evaluations and goals, the purpose being to foster communication and encourage feedback.
- E. Performance evaluations are opportunities to recognize the quality and quantity of the work an Employee performs, knowledge of the job, initiative, work attitude, work satisfaction, and Employee interactions with staff and WWP partners. The performance evaluation should help Employees become aware of their progress and areas for improvement. Performance evaluations are also opportunities for Employees to give feedback to their supervisors about any challenges they are facing in their work, any support they might find helpful, or any other facet of the supervisor-supervisee relationship.
- F. It is hoped the Employee and Executive and Deputy Director will reach agreement on the evaluation. If the Employee disagrees with the evaluation, the written evaluation will be forwarded to the Board of Directors with a note indicating the Employee disagrees with the evaluation.

- G. Records of evaluations will be kept by the Executive Director for each Employee and the Employee will have the right to review their own records. Personnel information and records are confidential and are not to be shared with other employees or outside the organization, with the exception that the Employee may share their own evaluation with a Union representative of their choosing.

Section 3. Performance Improvement Plans.

- A. In the event an Employee demonstrates performance issues, behavior, and/or conduct below expectations, the Employee's supervisor will first give feedback through meetings that will be scheduled in the event they are necessary.
- B. If performance, behavior, and/or conduct remain below expectations, the Executive Director and/or Deputy Director, in coordination and cooperation with the Employee, will establish a clear plan (referred to as a Performance Improvement Plan or PIP) for closely managing performance and correcting identified problems through a performance improvement process.
- C. The goal of the 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 WWP. The PIP shall be cooperatively created by WWP and the Employee to identify reasonable, tangible measurements/milestones of improvement, subject in all instances to ultimate determination by WWP. The Employee shall be informed of their right to union consultation. The PIP format shall be reviewed and approved by WWP and the Employee, after consultation with the Union if requested by the Employee.
- D. The Employee may bring a Union representative to the initial meeting in which the PIP is developed. Subject to Section 6 below, the PIP will last for a predetermined amount of time with a minimum of sixty (60) days for the Employee to demonstrate improvement.
- E. A copy of the PIP and its outcomes will be retained in the Employee's file.
- F. The PIP period shall include at least bi-weekly meetings between WWP and the Employee to monitor progress and facilitate the provision and receipt of feedback.
- G. In the event that an Employee takes leave for any reason—including but not limited to sick leave, vacation leave, family and medical leave, etc.—during a PIP period, the leave time shall not be counted against the PIP period.

Section 4. Performance Evaluations and the performance improvement processes are not disciplinary action and will be based on the Job Description of each Employee.

Section 5. WWP will take any disciplinary action promptly after learning of the circumstances on which the discipline is based. WWP will endeavor to take any such disciplinary action within seven (7) calendar days after learning of the circumstances on which the discipline is based,

unless there is a justifiable business reason for a reasonable extension of this period. WWP will give its reasons for such discipline and/or discharge to the Employee and the Union's Representative or designee within seven (7) calendar days of such disciplinary action.

Section 6. Discipline shall be applied progressively by WWP except in the case of gross misconduct. Examples of gross misconduct include theft or fraud, violence or threats, gross negligence, serious insubordination, harassment or discrimination, breach of confidentiality, damage to company property, unlawful conduct, falsification of records, and endangering others' safety, etc., in which case discipline can be applied immediately. WWP will administer progressive discipline as follows:

- A. Where an Employee has gone through the PIP process and, at the conclusion of that process, WWP determines that the outcome was not fully successful, the Employee will be given a written warning that further performance issues may result in discipline up to and including termination from employment. In the event of such subsequent performance issues, below expectations, the Employee may be terminated without further proceedings.
- B. For a first incident of problematic conduct or behavior that does not constitute gross misconduct, the Employee will receive a first written warning together with coaching input and support from WWP. In the event of subsequent problematic conduct or behavior not constituting gross misconduct, the Employee will receive a final written warning notifying the Employee that any subsequent problem will be grounds for termination. In the event of a subsequent problem, the Employee may be terminated without further proceedings.
- C. Cases involving gross misconduct may be subject to discipline up to and including termination.

Section 7. In any disciplinary proceeding, WWP may not rely on any material from an unrelated personnel matter that has been resolved, adverse to the Employee, that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months. Material pertaining to gross misconduct is specifically excepted from the limitations of this Section.

Section 8. Written warnings or other disciplinary action will be considered historical and not be used for purposes of progressive discipline under this Article after a period of twelve (12) months, provided no other disciplinary action has taken place during that period and further provided that the written warning or other disciplinary action was not issued for gross misconduct.

Section 9. An Employee will receive written notice of any adverse changes to their personnel records including discipline within two (2) working days of said change, and an Employee has the right of access to their official personnel file. An Employee has a right to respond in writing to any material in the Employee's official personnel file within thirty (30) days of receiving a copy of that material from WWP.

Section 10. Upon written request, an Employee will be permitted to examine records containing personally identifiable Employee information about themselves within seven (7) business days of a written request by the Employee to WWP. The Employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel file, which may be redacted pursuant to our whistleblower policy. The Employee's timely written response to any material related to discipline or job performance in their official personnel file will be included with the material.

ARTICLE 11 GRIEVANCE PROCESS

Section 1. All complaints or prospective grievances by the Union shall normally be taken up informally with WWP Management in an effort to resolve the matter at an early stage.

Section 2. A grievance is defined as a complaint, dispute, or Employee's expressed feeling of dissatisfaction with working conditions or working relationships, or a violation of the Collective Bargaining Agreement.

Section 3. A grievance may be submitted in writing by an individual Employee or by the Union on behalf of an individual Employee, group of Employees or on its own behalf explicitly stating an alleged violation of the application or interpretation of a specific provision(s) of the Collective Bargaining Agreement, or other terms and conditions of employment, alleging an improper loss or reduction of any contractually established benefits arising out of the employment with WWP or alleging an Employee was subject to discipline or discharge without just cause.

Section 4. A grievance must be submitted in writing to the Executive Director. If the Executive Director fails to respond to a written grievance within 30 days, or the Employee is not satisfied by the Executive Director's response, the Employee may submit a written statement of the grievance to the Board. The Board contact will investigate the grievance and respond to it within 30 days of receipt of the written notice. Grievances involving the Executive Director are submitted to the Board President.

Section 5. In the event an Employee and/or Union representative files a grievance pursuant to Section 4 above, the parties agree to attempt to settle the grievance informally. Any employee bringing a grievance may invite the Union to participate in the grievance process. A decision in writing will be provided to the Employee involved, and Union if applicable, within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.

Section 6. Grievance meetings shall be held at mutually agreeable times and locations, including virtual meetings. For the purpose of presenting a grievance, those employees of WWP including the aggrieved Employee(s) and the Employee representative(s) designated by the Union, shall suffer no loss in pay for the time consumed in participating in or traveling to and from grievance meetings.

Section 7. Nothing in this Article shall preclude an Employee from presenting issues in their own interest to representatives of WWP, without intervention of the Union, and to have such issues resolved provided the resolution is not inconsistent with any provision of this Collective Bargaining Agreement.

Section 8. The parties acknowledge that Employees enjoy certain rights under federal, state and local laws and regulations. WWP and the Union will keep each other informed on the names of the authorized representatives that will be tasked with administering the Collective Bargaining Agreement.

ARTICLE 12 RESTORATIVE PRINCIPLES IN THE WORKPLACE

Section 1. If a conflict arises among WWP individuals, one or more parties may seek to have the conflict resolved through a restorative justice process.

Section 2. Restorative justice is an alternative method of addressing conflict in the workplace. Rather than just looking at the conduct as a violation of policy, restorative justice addresses the conflict between the parties, the effect of the conduct within the framework of the Employees' relationships to one another and their communities. With restorative justice practices, the parties commit to set the foundations for mutual respect, safety, and accountability. WWP leaders at all levels of the organization will encourage the establishment of good practices among the workforce.

Section 3. When conflict in the workplace occurs, both formal proceedings and restorative methods and goals are not always in tandem. However, the parties can still reach formal accountability for any conduct while also addressing the psychological health and safety of the parties in conflict and the impact on the organization as a whole.

Section 4. The parties will identify at least two (2) members of the bargaining unit and two (2) members of management that will be trained as restorative justice facilitators. The parties will work cooperatively to identify a program to prepare and train the facilitators to embrace restorative justice principles and practices. If appropriate, the involvement of volunteer groups is permissible, if it is agreed upon that a particular conflict is interpersonal in nature and not related to the organization in any way. For example, conflict that is only between volunteers or because of non-work-related issues/not related to terms and conditions of employment. The process will also include identifying ongoing training to ensure facilitators and staff are equipped with the skills to lead the process and maintain principles and practices that are sustainable over time and throughout the process itself.

Section 5. In the event of conflict resolution, where the parties desire to use restorative justice principles and practices, a first step will be engaging in a voluntary process to resolve conflict in the workplace by giving all affected parties the opportunity to engage in a Workplace Restorative Conference or Workplace Restorative Circle. Unless the affected parties agree to extend the date, this process will commence no later than ten (10) business days after the event or incident giving rise to the need (or desire) for use of restorative justice principles and practices. Either party may

reach out to the Union to request the initiation of this process. Timeframes will be established cooperatively by all parties. The bargaining unit and management restorative justice facilitators will decide on the appropriate restorative justice process to use under the circumstances.

Section 6. Workplace Restorative Conference. At a workplace restorative conference, a facilitator guides the discussion through a structured process:

- A. The workplace restorative conference offers a safe, professional, and respectful environment to discuss the conflict, while maintaining accountability to WWP policies. It's also a place to talk about the consequences and impact as well as how to acknowledge and address the impact the conflict has caused individually and collectively. Collaboratively, participants discuss the conduct, express their emotions, consider ways to address the conflict, and reach an agreement on how to move forward.
- B. Participants should feel engaged enough to share their beliefs or views and become involved with the decision-making.
- C. Decisions will be made by agreement of all parties in the conflict.
- D. An explanation of expectations in the workplace will be discussed. Everyone understands the conduct and behavior that is expected of them in the future.
- E. The objective of a restorative conference is to understand how each individual's actions have affected others and create a plan of action that deals with the conflict and rebuilds trust. Restorative conferences are meant to be healing and empowering. Those who have been impacted by the conflict have an opportunity to express their feelings and emotions and provide feedback on how the conflict that the conduct has caused can be healed. Those who have initiated the conflict learn more about the impact their conduct has on others. They also take responsibility and become involved in the solution.
- F. Outcomes aim to heal relationships, improve work environments, and address conflict proactively and correctly.
- G. The goals of restorative circles conferences are for participants to gain an understanding and an appreciation of others' perspectives as well as their own.

Section 7. Anything said during the Restorative Justice Principles in the Workplace process shall not be used by any party in the grievance procedure outlined in this agreement.

Section 8. Nothing herein is intended to alter the date by which formal grievances pertaining to alleged collective bargaining agreement violations or discipline and termination matters are to be submitted by either party under the existing grievance provisions in Article 11.

ARTICLE 13 SENIORITY

Section 1. For purposes of this Agreement seniority will mean the years of service with WWP.

Section 2. Years of Service will be defined as the continuous number of years the Employee has been Employed with WWP, beginning with the date of the Employee's hire and ending with the effective date of the Employee's termination.

Section 3. A period of continuous service will include periods of authorized leave, whether paid or unpaid, but does not include periods when the individual was not employed by WWP.

Section 4. For Employees who have been rehired and have prior periods of service with WWP (either as regular Employees or temporary Employees), those prior periods of service will count toward the Employee's total Years of Service unless the break in WWP's employment was more than three (3) years. For purposes of the preceding sentence, prior periods of service will include employment at WWP.

Section 5. Years of service will be prorated to the nearest day. Independent contractor service will not count toward Years of Service.

ARTICLE 14 HEALTH AND SAFETY

Section 1. WWP and the Union mutually recognize the need for a work environment in which safe and healthful operations can be achieved in all phases of work, along with the need to promote a better understanding and acceptance of the principles of health and safety on the part of all Employees to provide for their own health and safety and that of their fellow Employees, members of the organization and the general public.

Section 2. WWP will provide for safety equipment, including emergency communication devices (SPOT or similar), ergonomic chairs and office equipment, which is necessary for an Employee's work assignment in accordance with OSHA standards (see Article 9(B)).

Section 3. Any Employee may refuse to perform work that they reasonably believe could pose a serious threat of harassment, injury, or illness.

Section 4. WWP and the Union will work together to establish and provide access to OSHA resources upon request.

ARTICLE 15
TRAININGS AND PROFESSIONAL DEVELOPMENT

Section 1. Opportunities for professional development shall be encouraged by WWP, particularly as it pertains and contributes to current and developing work. When an Employee is required to attend a particular training, WWP will pay the cost and such training will be performed during work hours to the extent practical and such time will be considered as time worked.

Section 2. WWP will establish a staff development budget to be used for staff development retreats, supporting training, and other opportunities that will benefit staff members, outside of those provided by WWP. The Union, on behalf of employees, may identify desired development opportunities and present them to WWP to bring to the attention of the board for budgeting no later than mid-August of each year.

Section 3. WWP will pay the reasonable cost of the continuing education for any Employee that, as a part of their role in the organization, must comply with that requirement. It is the policy of WWP to reimburse staff for association or professional society dues or fees or professional liability insurance required by their position as an Employee. WWP will pay for reasonable continuing education costs sought by employees, to be disbursed on an as-available basis.

ARTICLE 16
UNIFORM EXPENSE TREATMENT

Section 1. WWP will reimburse travel expenses as outlined below. Employees must provide receipts for all work-related travel in order to receive reimbursement other than per diem. In general, receipts or other written documentation of purchases must be submitted to the Operations Director prior to reimbursement.

Section 2. Lodging. WWP will cover the cost of lodging for Employees traveling out of town for whom staying with friends or camping are not options, or they are inferior options. Employees may have guests stay with them but will only be reimbursed for the cost of a single-occupancy room.

Section 3. Food Expenses. If Employees are traveling on WWP business or for fieldwork, Employees will be eligible for reimbursement to cover meal expenses, up to a maximum \$50 per day for ordinary travel, and at least \$65 per day when traveling to expensive locales such as Washington, DC. Employees must submit receipts to the Operations Director for reimbursement. For fieldwork, WWP will provide reimbursement for restaurant meals and/or groceries purchased. Alternately, for fieldwork, Employees may elect at least \$22 per day per diem reimbursement.

Section 4. Travel Costs. Employees are not required to own a personal vehicle as a condition of employment. For Employees who do want to use a personal vehicle for travel, Employees are encouraged to consider the cost of mileage versus the cost of renting a vehicle and being reimbursed for gas, and choose the option least costly to the organization:

- A. Employees may rent a car. This usually is cost-effective for trips where Employees will be logging more than 150 miles a day on average.
- B. Use the Employee's own vehicle and get reimbursed for mileage. This should be the Employees option only if it is less costly to WWP than renting a car or a rental car will not serve the intended purpose.

Section 5. WWP currently pays the federal mileage rate for automobile travel, which is expected to cover all aspects of personal vehicle use including vehicle maintenance, gas, wear and tear, purchase of the Employees next vehicle, and insurance on the Employees personal vehicle. Please note that Employees are expected to provide their own insurance for their personal vehicles, and WWP will not be held liable for any damage or injuries as a result of auto accidents on the job while any Employee is driving their personal vehicle. Employees are responsible for keeping their own mileage log which will be available for review by WWP upon request. Mileage for all field work and trips to town for gas, supplies, and/or motel are eligible for the mileage reimbursement; personal trips are not. For field work, Employees are expected to camp out on-site throughout the work week. Employees will differentiate all personal trips in their mileage log.

Section 6. Per diem and other travel expenses will be reviewed annually, and from time to time the per diem may be adjusted to reflect changes in fieldwork food expenditures as reflected in receipts from Employees using the receipt-reimbursement method.

Section 7. WWP will not be liable for costs incurred as a result of traffic infractions or accidents. Employees will be expected to pay the cost of any tickets or fines incurred during the course of work-related travel.

Section 8. If WWP is providing Employees with or paying for the rental of a vehicle, the Employee won't be eligible for mileage reimbursement.

Section 9. If a WWP vehicle is available, Employees may still choose to use their own car. Under these circumstances, Employees will be eligible for reimbursement for gas expenses, but will not receive mileage reimbursement.

Section 10. When evaluating the comparative cost of flying versus driving, Employees are encouraged to consider all associated costs, including any ancillary costs such as airport parking, baggage fees, transport to or from the airport, rental car insurance, and the amount of Employee time expended for each option.

Section 11. Hardware/Office Supplies. Employees are authorized to make reasonable purchases of supplies they require to perform their duties. For purchases exceeding \$100 for an individual item, the Employee should call the Operations Director for approval before making the purchase.

Section 12. WWP will provide Employees with computer equipment and peripherals (printer, scanner, necessary cables, monitors, etc.) as needed and approved by the Operations Director.

Receipts for purchases of this equipment and any warranties shall be provided to the Operations Director in a timely manner. WWP's provision of essential equipment does not imply that all of this equipment will be purchased new, but that functional gear (e.g., an extra printer, a previously-used laptop) shall be used until a time such that its value is less than replacement costs. Employees are required to take proper care of this equipment.

Section 13. Reasonable use of these computers for personal matters is expected, but documents and photos that are private should be stored in folders marked as "personal."

Section 14. Upon departure from WWP, all equipment and tools provided or paid for by WWP will be returned to WWP in proper functioning condition or, at the discretion of the organization, may be purchased from WWP at a depreciated value. All electronic or paper data and records collected by WWP employees during their employment must also be provided to the WWP headquarters (currently Hailey, Idaho) via an external hard drive or in another appropriate manner.

ARTICLE 17 SICK LEAVE

Section 1. Full-time Employees accrue medical leave (also known as "sick leave") at the rate of 4 hours per month for a total of 48 hours per year. Part-time Employees accrue medical leave at a rate proportional to full-time Employees based on hours worked per week.

Section 2. Employees may use medical leave for personal illness, medical or dental appointments, parental leave, bereavement leave, or illness of immediate family, friends, or pets.

Section 3. Under no circumstances will Employees be paid for accrued but unused medical leave upon termination.

Section 4. Any leave taken under this Article will run concurrently with any family and medical leave or any leave to which any employee is entitled under any local, state or federal law.

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

ARTICLE 18 LEAVE WITHOUT PAY

Section 1. Leave without pay beyond vacation days and sick leave may be agreed to at the sole discretion of the Executive Director, in advance and in writing.

Section 2. All accrued vacation and sick leave must be used before leave without pay can be approved.

Section 3. Military Leave. All regular Employees may take leaves of absence to accommodate service in the Armed Forces, Military Reserves and National Guard. Military leave will be

granted in accordance with applicable state and federal laws, including specific terms of absence, rights to reinstatement, seniority, benefits, and compensation after a military leave. Employees who need to be away from work for military leave, should contact the Executive or Deputy Director as soon as possible upon learning of their military duty requirements.

Section 4. Jury, Civic and Witness Duty. An Employee who serves during their regularly scheduled work time as a subpoenaed witness in any court case, as a witness for WWP, or as a juror, may take a leave of absence. Jury duty may be eligible for paid leave at the discretion of the Executive Director.

Section 5. Voting: In the event that an Employee does not have sufficient time outside of working hours to vote in local and statewide elections, the Employee may take off enough working time to enable them to vote. Under these circumstances, an Employee will be allowed a maximum of four (4) hours on the Primary, Early Voting or Election Day without loss of pay. In special circumstances Employees can be granted additional time on a case-by-case basis.

Section 7. Volunteer Civil Service: Employees may take unpaid time off to perform emergency duty as a volunteer firefighter, peace officer, civil air patrol, or emergency rescue personnel. Employees are also eligible for unpaid leave for required training related to volunteer civil service. When taking time off for emergency duty, Employees should alert the Executive Director before doing so when possible.

Section 8. Lactation Period: WWP will provide Employees a reasonable amount of time for lactation needs. Flex time can be used for this purpose. WWP will provide a private area for Employees expressing milk upon request to the extent the Employee's normal work area is not sufficiently private (for example, at staff retreats or conferences).

Section 9. Employees covered under this Agreement may be afforded any other Leave of Absence at the discretion of the Executive Director.

ARTICLE 19 BEREAVEMENT LEAVE

Section 1. The bereavement/compassionate leave policy outlines provisions for Employees who lose a loved one. If this happens, WWP wants to support Employees and allow them time to mourn and cope.

Section 2. Immediate family is defined as spouses or domestic partners, all first degree relatives (parents, siblings and children), grandparents, grandchildren, aunts, uncles, nieces and nephews. In-laws of the same types are included, as well as adopted parents, adopted children, legal guardians, half- and step-relatives.

Section 3. Friends and animal companions are also an important part of our lives and their loss may hurt as much as losing a relative. Should an employee lose a close friend or animal companion, the Employee is entitled to bereavement leave to attend the funeral and mourn.

Section 4. At a minimum, WWP will provide paid bereavement leave of three days per event for all employees.

Section 5. Bereavement time off will be granted for the following reasons:

- A. Arrangement of a funeral or memorial service.
- B. Attendance of a funeral or memorial service.
- C. Resolving matters of inheritance.
- D. Fulfillment of family obligations.
- E. Personal mourning.

Section 6. Employees may take two additional days of paid leave if long-distance travel is involved.

Section 7. If an employee requires additional time off, use of remaining paid time off (PTO) will be allowed. Any additional leave beyond use of accrued PTO will be unpaid.

Section 8. If an employee needs to take bereavement leave, please inform the Executive and Deputy Director as soon as possible in writing (via email).

Section 9. Normally, WWP does not require proof of death. Employees may need to provide proof of travel or other documents if additional time off is requested.

ARTICLE 20 LONG-TERM LEAVE

Section 1. Long-term leave: All full-time Employees who have been working for WWP for over one year may be entitled to long-term leave. Long-term leave must be approved in advance by the Executive Director.

Section 2. The long-term leave policy can be applied to situations such as: childbirth (any parent), adoption, personal health problems, family emergencies and other circumstances. The Employee shall first use their own accrued sick leave before they are eligible for long-term leave, and no accrual of vacation or sick leave shall occur for the duration of the long-term leave.

Section 3. All full-time Employees may be able to take up to 3 months away from work at $\frac{3}{4}$ pay, if necessary. The Employee may decide when the time will be taken (i.e. a month before a baby is born, a week before surgery, etc.) and if the time will be taken continuously or in segments.

Section 4. Employees who utilize the Long-Term Leave Policy are required to check in biweekly with the Operations Director or Executive Director, and may be required to continue to fulfill

some of their duties for all or part of the duration of the leave. For periods in excess of 3 months, the Executive Director shall conduct a review of the amount of pay and/or status of employment. Any and all details outside the scope of this Article will be worked out on a case-by-case basis. Under no circumstances will Employees be paid for long-term leave upon termination.

ARTICLE 21 VACATIONS

Section 1. Full-time Employees accrue paid vacation leave at the rate of 8 hours per month and are given an additional 32 hours on the first pay period of the calendar year. This amounts to 128 hours per year. Employees working less than full time will accrue vacation hours at a rate proportional to hours worked.

Section 2. Employees working a 5-day schedule accrue an additional 2 hours' paid leave on each paid holiday in recognition of their shorter workdays, to make holidays equitable for all classes of full-time Employees. In addition, Employees shall be entitled to take their birthday as a paid holiday. If any of WWP's paid holidays fall on a weekend, including a Friday for staff members working Monday through Thursday, staff will receive the following Monday off as a holiday. If an Employee works on a holiday, the Employee may count that time as comp time.

Section 3. Accrued leave is in addition to WWP's ten annual holidays: Martin Luther King Jr. Day, Memorial Day, Juneteenth, July 4, Labor Day, Indigenous Peoples' Day, Thanksgiving Day/Day of Mourning and the following day (Friday), December 25th, and New Year's Day.

Section 4. Vacation accrual begins for full-time and part-time staff immediately upon employment, with the initial annual amount (normally 32 hours) pro-rated to the remaining months in the year. The maximum amount of vacation leave an Employee may carry over to the next calendar year is 48 hours and the maximum accumulated amount may not exceed 160 hours at any time. Employees are not permitted to use more than 128 hours of accrued vacation in any 6-month period.

Section 5. Vacation leave schedules and coverage are subject to the approval of the Operations Director in the payroll system and are presumptively approved as long as the vacation time is available and there is no compelling reason to reject it in the payroll system.

Section 6. The Executive Director will approve leave-without-pay on a case-by-case basis. Unused accrued vacation leave shall be paid upon termination.

Section 7. The year in which vacation leave may be taken shall be known as the "vacation year." The vacation year begins on January 1 and ends on December 31.

Section 8. Employees are encouraged, as a courtesy to colleagues and for the efficient scheduling of overall workflow, to discuss plans to take time off with the Executive or Deputy Director as early as possible.

Section 9. Because of the colonial history of the United States, federally recognized holidays often celebrate colonialism. The parties recognize that not everyone practices the same religion or agrees with celebrating colonial figures or holidays. Employees who do not want to observe these federal holidays and instead want to observe other holidays are encouraged to do so, may designate substitutes, and should communicate this with the Executive or Deputy Director.

ARTICLE 22 SABBATICAL POLICY

Section 1. After five years' employment, employees in good standing are eligible for two months' paid sabbatical at their customary rate of pay.

Section 2. Sabbaticals are approved at the discretion of the Executive Director (or in the case of the Executive Director, by the Board), and in order to preserve the organization's capability to function effectively, no more than two Employees may be on paid sabbatical at any one time.

Section 3. Additional sabbaticals may also be granted after an interval of five additional years from the end of the previous sabbatical. Vacation, sick, and other types of leave are not accrued while Employees are on sabbatical.

Section 4. Under no circumstances will Employees be paid for accrued but unused sabbatical leave upon separation. The Executive Director shall not terminate an employee in order to avoid the Employee's use of their sabbatical.

Section 5. There is an expectation that Employees refrain from voluntarily departing from employment with WWP within a year after a paid sabbatical.

Section 6. Employees are encouraged, as a courtesy to colleagues and for the efficient scheduling of overall workflow, to discuss plans to take sabbatical with the Executive or Deputy Director as early as possible and should make every attempt to provide at least 6 months' notice.

ARTICLE 23 HEALTH, WELFARE AND RETIREMENT BENEFITS

Section 1. Health Insurance Benefits: After 30 days of continuous employment, WWP provides Employees group health coverage, with a deductible, for its Employees who work more than 30 hours per week through WWP's selected insurance provider, and pays 100% of the insurance premiums.

- A. Outside Health Insurance Policy. If an Employee has a qualifying outside health insurance policy that is more desirable than the WWP policy, the employee may remain on that policy with the understanding that WWP is not financially obligated to pay for that policy.
- B. Dependent Coverage. Health insurance is not provided for Employees' dependents. Dependents may be added to an Employee's policy at the Employee's own expense.

Section 2: Additional Benefits for Certain Medical Travel: For medical procedures legally prohibited in an Employee's state of residence, but available elsewhere in the U.S., WWP will provide up to \$4,000 in reimbursement for reasonable travel expenses for Employees seeking treatment for themselves or persons within their household. Employees seeking treatment for themselves are also entitled to additional paid time off for travel time, over and above that already provided by WWP leave policies. Sick Leave may be used in the case of an immediate family member seeking treatment. Requests will be solely directed to, shared with, and approved by the Operations Director, to maximize Employee privacy.

Section 3. Dental Insurance. All Employees are eligible to be included in WWP's in-house dental insurance program (the Dental Program) after one month of work with WWP. The Dental Program covers 100% of two annual cleanings per employee and 75% of all non-elective and non-cosmetic dental procedures. Employees are required to submit a detailed receipt from a dental office in order to receive reimbursement from WWP. The Employee's dental history will be kept in confidence within WWP and will only be shared with WWP administrative staff on a need-to-know basis. The Employee's submission for reimbursement is acknowledgement of this standard. There will be a maximum dental benefit of \$10,000 per year per employee.

Section 4. Vision Insurance. All Employees are eligible to be included in WWP's vision insurance program (the Vision Program) after one month of work with WWP.

Section 5. Health Savings Account. WWP will establish and maintain a method for Employees to contribute to a Health Savings Account, or HSA.

Section 6. Retirement. WWP contributes 6% of the gross salary for each employee into a 403(b) retirement plan during each pay period in accordance with IRS regulations. WWP contributes a pro-rated amount of the gross salary for each part-time employee.

Section 7. Changes in insurance and retirement benefits will only occur after consultation with the Union, as required by the National Labor Relations Act (Section 8(d) & 8(a)(5)) as a mandatory subject of collective bargaining.

ARTICLE 24 WORKERS COMPENSATION

Section 1. WWP provides workers' compensation benefits for the protection of Employees with work-related injuries or illnesses. Workers' compensation insurance provides coverage to Employees who receive job-related injuries or illnesses.

Section 2. If an Employee is injured or becomes ill as a result of their job, it is the Employee's responsibility to immediately notify a supervisor of their injury in order to receive benefits. Report every illness or injury to a supervisor, regardless of how minor it appears.

Section 3. The company will advise the Employee of the procedure for submitting a workers' compensation claim. If necessary, injured Employees will be referred to a medical care facility.

Section 4. Employees should retain all paperwork provided to them by the medical facility.

Section 5. Failure to report a work-related illness or injury promptly could result in denial of benefits. An Employee's report should contain as many details as possible, including the date, time, description of the illness or injury, and the names of any witnesses.

Section 6. A separate insurance company administers the worker's compensation insurance. Representatives of this company may contact injured employees regarding their benefits under the plan.

Section 7. Additional information regarding workers' compensation is available from the Operations Director.

ARTICLE 25 SEXUAL HARASSMENT

Section 1. Sexual harassment and gender-based discrimination are illegal and contrary to the policy of WWP. WWP prohibits staff and volunteers from making unwelcome and unsolicited sexual advances, unwelcome, offensive or inappropriate comments regarding an Employee's gender or sexual identity, or engaging in other verbal or physical conduct of a sexual or gender-offensive nature.

Section 2. WWP will guard against sexual harassment by board members and other volunteers, including defense against exposure to sexually-oriented literature or pictures, teasing or sexual advances, and other similar verbal or physical conduct.

ARTICLE 26 POLICY AGAINST HARASSMENT

Section 1. Harassment is illegal and contrary to the policy of WWP. WWP expects that all board members, staff, and volunteers will treat each other with fairness, professionalism, and respect. Abusive behavior by one Employee toward another, or toward members, Board of Directors, or others in the conduct of WWP work, will not be tolerated. Harassment on the basis of race, religion, skin color, gender, sexual preference, age, national origin or disability or as otherwise provided under state or local law, will not be tolerated and is strictly prohibited.

Section 2. Any board member, member, staff, or volunteer who believes that they are the victim of any type of discriminatory conduct or harassment, should bring that conduct to the immediate attention of their supervisor, or any member of the administration team.

Section 3. WWP will conduct a prompt and thorough investigation. If that investigation discloses that an individual has committed an act of discrimination or harassment, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an Employee who complains of discrimination or harassment is strictly prohibited and will result in appropriate disciplinary action. Any supervisory employee to whom an

Employee brings a complaint of harassment but who fails to take appropriate action to resolve it also will be disciplined.

Section 4. Investigation of allegations of discrimination or harassment will be initiated within 30 days.

ARTICLE 27 CONFLICT OF INTEREST

Section 1. Employees of WWP owe a duty of loyalty to make decisions and act in the best interest of the nonprofit organization, not their own interest. If there is a conflict of interest with a staff member and their loyalties to another organization (board, membership, etc.) the Employee is obligated bring the conflict to the attention of the Executive Director, and the Executive Director is obligated to bring the conflict of interest to the attention of the Board.

Section 2. Employees are expected to put the interests of WWP first in all matters involving their employment.

Section 3. If, in the course of a decisionmaking process regarding whether or how to pursue comments, appeals, litigation, expenditures, or other decisions regarding WWP resources or policies, an Employee has a financial or personal conflict of interest (or an appearance of a conflict of interest), that Employee must disclose that conflict at the soonest possible time and recuse themselves from the decisionmaking process, referring the decision to others.

Section 4. If there is any question regarding whether or not a conflict exists, Employees should consult the Executive Director (or Deputy Director in the Executive Director's absence).

Section 5. For the purposes of this policy, a conflict of interest is defined as a situation in which the person in question has a significant personal or financial stake in the outcome of a WWP decision.

Section 6. Employees may not accept gifts, gratuities, or favors from persons or organizations with which WWP does business (including donors), with the exception that staff members may accept in-kind donations to reduce or eliminate WWP operating costs, and also refer donations of cash or financially valuable property to the Operations Director or Executive Director.

Section 7. Employees are required to disclose all business affiliations or money-making activities that might result in a conflict of interest by email to the Executive Director and Operations Director as early as possible each year, and these will be shared with the Board. A request will be made each year by the organization for ease of reporting.

ARTICLE 28
AFTER-HOURS ACTIVITIES

Section 1. WWP will make no attempt to govern personal conduct away from the office. Employees will ensure that an Employee's after-hours activities will not reflect discredit upon WWP or adversely affect the Employee's office responsibilities. If an Employee regularly works with the press for WWP purposes, WWP requests that Employees respect that their public activities as recorded in the press may affect WWP, even outside their job. WWP discourages staff from actively serving as media spokespersons for other unrelated organizations.

Section 2. WWP understands that many Employees have social media accounts of their own. Employees will maintain separation between personal social media communications and WWP professional communications, representing personal communications as such.

ARTICLE 29
ELECTIONEERING

Section 1. The IRS code includes a strict prohibition on electioneering for 501(c)(3) organizations. WWP and its Employees, while at work, are not permitted to, and agree not to, endorse candidates, advocate for one political party over another, engage in voter drives or participate in campaigns for or against a candidate. Advocating on behalf of or in opposition to ballot initiatives is considered lobbying rather than electioneering. However, as a general rule WWP and Employees will avoid visible participation in non-WWP ballot initiatives while at work. Employees are welcome to engage in such activities on their own time, as long as there is a firewall of separation between work and private/personal electioneering activities. WWP emails and equipment cannot be used for election-related purposes and displaying campaign or political party material on clothing, stickers (e.g., on laptops, water bottles), etc. should not occur while engaged in WWP's work.

ARTICLE 30
TRESPASSING

Section 1. All employees follow applicable state and federal laws and local ordinances at all times while engaged in work for WWP, including trespassing laws. Employees will not trespass on lands closed to public access, in the absence of written permission from the landowner, during the course of fieldwork or any other work-related travel.

Section 2. There are special duties incumbent on all WWP employees in parts of Wyoming whether traveling for work or personal purposes; please check in with the Wyoming Director before traveling in Wyoming.

ARTICLE 31
EMPLOYEE COMMUNICATIONS

Section 1. Staff Meetings: WWP staff meets once a month by telephone or video call. Additional staff meetings may be called as needed to discuss matters that need immediate resolution or consensus. Staff meetings may be conducted in person or by any other means of communication and Employees will make every effort to be present at all staff meetings.

Section 2. Confidentiality: Employees working with information that is confidential agree not to reveal that information to anyone outside of the office staff unless it is necessary for working with one of our conservation partners. Employees will check with the Executive Director or Deputy Director if there is any uncertainty as to what constitutes confidential information.

Section 3. Email Communications: Employees agree to ensure all emails are professional and do not contain anything that they would not want to be made public. All emails sent from or received by WWP email addresses are considered property of the organization, like other WWP work products. Use of email through WWP equipment or on WWP time for illegal or unlawful purposes, including electioneering, copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, soliciting for illegal pyramid schemes, spamming, unsolicited mass mailings, chain letters, and computer tampering (e.g. spreading of computer viruses) is strictly prohibited.

Section 4. WWP recognizes that employees may check their personal emails while at work and asks that this is kept to a minimum.

ARTICLE 32
WHISTLEBLOWER POLICY

Section 1. WWP is committed to operating in furtherance of its tax-exempt purposes and in compliance with all applicable laws, rules and regulations, including those concerning accounting and auditing, and prohibits fraudulent practices by any of its board members, officers, employees, or volunteers.

Section 2. If an Employee has a reasonable belief that an Employee or WWP has engaged in any action that violates any applicable law, or regulation, including those concerning accounting and auditing, or constitutes a fraudulent practice, the Employee is expected to immediately report such information to the Executive Director. If the Employee does not feel comfortable reporting the information to the Executive Director, they are expected to report the information to the Deputy Director or Operations Director.

Section 3. All reports will be followed up promptly, and an investigation conducted. In conducting its investigations, WWP will strive to keep the identity of the individual reporting the issue as confidential as possible, while conducting a review and investigation.

Section 4. WWP will not retaliate against a whistleblowing Employee in the terms and conditions of employment when that Employee: (a) reports to a supervisor, to the Executive

Director, the Board of Directors or to a federal, state or local agency what the Employee believes in good faith to be a violation of the law; or (b) participates in good faith in any resulting investigation or proceeding, or (c) exercises their rights under any state or federal law(s) or regulation(s) to pursue a claim or take legal action to protect the Employee's rights.

Section 5. WWP may take disciplinary action (up to and including termination) against an Employee who in management's assessment has engaged in retaliatory conduct in violation of this policy.

Section 6. In addition, WWP will not, with the intent to retaliate, take any action harmful to any Employee who has provided to law enforcement personnel or a court truthful information relating to the commission or possible commission by WWP or any of its employees of a violation of any applicable law or regulation.

Section 7. Supervisors will be trained on this policy and WWP's prohibition against retaliation in accordance with this policy.

ARTICLE 33 WORKING OUTSIDE NORMAL HOURS

Section 1. WWP will provide at least 48 hours notice prior to requiring employees to work outside normal working hours.

Section 2. WWP will provide as much notice as possible for staff retreat dates, and will make every effort to propose dates with 12 months' notice and provide 10 months' notice with final dates.

ARTICLE 34 UNION REPRESENTATION ON HIRING COMMITTEES

Section 1. WWP will develop an ad-hoc hiring committee for each new or vacant position and at least one member of the Union will be included on that hiring committee.

ARTICLE 35 RESIGNATIONS

Section 1. If an Employee decides to leave WWP, the Employee is expected to give ample notice of at least a month prior to their date of departure so that an orderly transition can be made. This process includes turning in company property (including electronic files and photographs), completing any required forms, obtaining appropriate clearances, etc. Any departing Employee will be expected to make a formal "handoff" of duties and projects to the Executive Director or other designated person.

ARTICLE 36 ADJUSTMENT TO THE WORKFORCE

Section 1. In the event WWP determines that a layoff becomes necessary during the term of this Agreement due to lack of work or funding, the Employer will first advise the Union prior to notifying the affected Employee(s). The notification shall include the job titles impacted, the seniority dates of Employees, the organizational reason for the layoff and the projected layoff date. At the request of the Union, the Parties will meet to discuss and bargain over issues related to the layoffs and/or reorganization plans affecting bargaining unit Employees to the extent not already covered by this article, including good faith strategies to mitigate the need of layoffs. The parties will work together to ensure that a layoff of bargaining unit members is the last resort.

Section 2. The affected Employee(s) will be notified in accordance with the requirements of local, state, and federal law not less than thirty (30) business days prior to the date the Employee(s) projected lay off date.

Section 3. In the event WWP determines that the number of individuals in a particular title, program or department needs to be reduced due to lack of work or funding, WWP will offer all such Employees in the affected job title, program or department a voluntary buy-out option (i.e.: the opportunity to voluntarily resign and receive the layoff allowance as defined in this article). This buy-out option will be offered on a first-come, first-serve basis, up to the number necessary to alleviate the lay-off need within such at-risk group.

Section 4. If after the voluntary buyouts, there is still a need for reduction in force, the following will apply:

- A. Temporary staff hired through an outside agency and independent contractors who are performing bargaining unit work will be separated under these circumstances prior to the lay-off of any unit members.
- B. Employees will be given preference subject to their qualifications and in alignment with the method described in this section to perform the remaining work.
- C. Where a role needs to be filled, qualified Employees that would otherwise be laid off will be given priority placement in any vacancy over any other internal or external candidates. WWP will use a job placement ranking matrix to determine the qualifications of individual applicants to each role.
- D. Internal candidates hired into a new role shall be subject to an initial ninety (90) day trial period, which may be extended by an additional ninety (90) days subject to the mutual agreement of the Union and WWP. If the Employee concludes within the trial period that placement in the role does not meet their expectations, the Employee will retain access to severance and/or further placement efforts as appropriate. For the purposes of this section, a new role is defined as a new work opportunity that is different from the scope, performance and execution of the current function any individual Employee is currently

performing.

- E. For purposes of job placements described in this Section, required skills also include those that an Employee currently lacks but reasonably could be expected to acquire with training over a 30-day period.
- F. If two or more internal candidates, who would otherwise be laid off, apply for the same vacancies, WWP will select the more qualified candidate based on the similarity of the candidate's prior work in WWP and the job placement matrix.
- G. An Employee to whom a job offer has been made has twenty-four (24) hours after actual receipt of the offer to accept the job offer. After 24 hours it will be considered rejected and will then receive the equivalent layoff allowance. If any of the top candidates decline, WWP will proceed to offering the position to the candidate who received the next highest ranking on the job placement ranking matrix.

Section 5. A former Employee who has been laid off will be invited to apply for a period of one and a half (1-½) years from the date of layoff.

Section 6. Layoff Allowance. If after applying the above steps, a layoff is still necessary, the Employees in each role that will be impacted with the least seniority will be laid off. Employees who are laid off pursuant to this Article, will receive a layoff allowance, as follows:

- A. Employees with more than six (6) weeks of service but less than six (6) months will receive two (2) pay periods.
- B. Employees with more than six (6) months but less than one (1) year, will be entitled to three (3) pay periods.
- C. Employees with more than one (1) year but less than two (2) will receive four (4) pay periods.
- D. Employees with more than two (2) years of service but less than three (3) will receive five (5) pay periods.
- E. Employees with three (3) or more years of service will receive six (6) pay periods.
- F. WWP will pay for the COBRA coverage for the period as represented by the severance payment rounded to the next whole month.
- G. Employees may request to receive severance in a lump-sum payment or in installments in accordance with the WWP payroll cycle, and the request will not be unreasonably denied. If employees take a lump sum payment their tax withholdings are impacted and employees need to consider this before making a decision.

H. In the event the layoff is due to a major organizational change or restructuring, the parties may bargain the layoff allowance if conditions require it.

I. For the purpose of this Agreement, pay periods are the 1st and 15th of each month.

Section 7. Employees must pass off administrative access to all WWP platforms, return all WWP equipment, transfer all WWP records, transfer continuous billing relationships and contracts, and deactivate their WWP credit cards in order to receive their termination payment prior to departing WWP. The Employer will not contest unemployment for any Employee receiving a termination payment unless it is required by law to do so.

Section 8. WWP is not responsible for inquiries or reference requests not directed to management.

Section 9. Any layoff or restructuring process will not be made in an effort to undermine and/or to discriminate against the Union or bargaining unit employees nor to circumvent this Agreement.

ARTICLE 37 BARGAINING UNIT WORK

Section 1. WWP will not utilize contractors, temporary employees and/or contract employees in an effort to displace, erode, or undermine the Union or bargaining unit work. Further, contract and temporary employees shall not be engaged for the purposes to discriminate against any Union members, circumvent this Agreement, nor shall be the cause of layoff of regular Employees or part timing of full-time Employees.

Section 2. In the event WWP needs to contract out bargaining unit work or to temporarily utilize workers to perform bargaining unit work, it will notify the Union of the nature and duration of that engagement. Such contractors and workers will be engaged only for reasons associated with WWP workforce or technological requirements or to provide expertise in a particular area. No later than one week after entering into such an engagement, WWP will provide to the Union the contractor or worker name, the duration of their engagement, the WWP staff to whom they report, and the scope of work assigned to the contractor and/or agency worker(s).

Section 3. In the event WWP needs to hire temporary employee(s) to perform bargaining unit work, it will provide notice to the Union no later than one week after the hiring, including the name of the temporary Employee, job title, scope of work, the expected work duration, and the WWP staff to whom they report.

Section 4. In no case shall non-bargaining unit workers be utilized to erode the bargaining unit.

ARTICLE 38
LABOR-MANAGEMENT RELATIONSHIP

Section 1. WWP and the Union recognize that it is in the best interests of the parties, the Employees, and the public that all dealings between them continue to be characterized by open and direct communication, mutual responsibility, and respect. To ensure that this relationship continues and improves, WWP and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all Employees in the Bargaining Unit. Each party shall bring to the attention of all Employees in the Bargaining Unit their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

Section 2. WWP will notify the Union when new Employees join WWP. During the orientation of new hires, the Union will have the opportunity to discuss the Union's role and its benefits, answer questions and solicit new members.

Section 3. The Union will keep WWP fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or other Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

Section 4. WWP will keep the Union fully informed, in writing, on a current basis, of all Management representatives who may be designated with the responsibility of representing the organization in the administration of this Agreement.

Section 5. At any meeting between a representative of WWP and an Employee in which an investigatory meeting is to be announced, WWP will inform the Employee of their right to have a Union representative present. The Union representative will be present if the Employee so requests. Time spent in such a meeting shall be considered work time. In no event shall WWP select or appoint the Union representative to participate in such meetings. WWP need not schedule the meeting to account for the Union representative's convenience, but WWP will reasonably accommodate the schedule of the employee and Union representative. In the event that disciplinary communications are delivered via email, such emails may be shared with the Union representatives.

Section 6. A committee between Labor and Management will be created for the purpose of discussing concerns of mutual interest to the parties. The committee is intended as an ongoing communication forum and a safe space, to help maintain constructive labor-management and Employee relations and enhance effectiveness in working together. The committee shall not have decision-making power, is not authorized to bargain collectively, and shall not have authority to amend or supplement this Agreement or any provision thereof. The committee can address matters that are subject to the grievance and arbitration provisions of this Agreement, but is not intended to substitute the formal grievance and arbitration process.

- A. The committee shall consist of no more than two (2) representatives designated by WWP and no more than two (2) representatives designated by the Union.

- B. In connection with attendance at the committee meetings, the Employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.
- C. The committee will meet at least once (1) per quarter or as otherwise mutually agreed by the parties, for the purpose of discussing matters either party may wish to present.
- D. Discussions and decisions of the committee shall not add to, subtract from or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.
- E. At least once per year, WWP's Executive Director and the Union's representative will be invited and will participate in a committee meeting.

Section 7. The Union shall be permitted to share information with its members through WWP's work email. Such material shall normally be restricted to the following:

- A. Notices of Union elections, appointments, and results of Union elections;
- B. Notices of Union meetings;
- C. Notices and educational information about Union protections;
- D. All such communications shall be kept brief and related to essential information.

Section 8. Time spent by Union representatives, who are Employees of WWP, in meetings with WWP Management held during work hours for purposes of processing grievances or otherwise administering this Agreement shall be considered work time.

ARTICLE 39 UNION ELIGIBILITY

Section 1. Each Employee, employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement, as a condition of employment, are eligible to become a member of the Union.

Section 2. Employees employed or entering into the bargaining unit after the effective date of this Agreement, on or before the thirtieth (30th) day of their employment, and as a condition of such employment, are eligible to become a member of the Union.

ARTICLE 40
NO LOCKOUTS/NO STRIKES

Section 1. WWP agrees that during the term of this Agreement it will not lockout Employees covered by this contract.

Section 2. The Union agrees that during the term of this Agreement they will not strike. WWP may waive the ‘no strikes’ provision at its discretion.

ARTICLE 41
MANAGEMENT RIGHTS

Section 1. The Union recognizes that WWP retains all management rights and prerogatives not expressly limited or modified by this Agreement as it relates to bargaining unit Employees.

Section 2. Except as so expressly limited or modified, WWP shall retain whatever rights and authority are necessary for it to operate and direct the affairs of WWP in all of its various aspects, including but not limited to the right to operate and manage all personnel, facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets and direct the expenditure of funds; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to hire, promote, set priorities, and manage workload; to suspend, discipline or discharge personnel for just cause; to lay off, redeploy, or relieve Employees due to lack of work or funding with consideration of Article 36 (Adjustment to the Workforce); to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services, to take any and all actions necessary to carry out the operations of WWP, and to assign duties, tasks, and jobs. NLRA requirements regarding good-faith negotiations on wages, hours, working conditions, etc., available at [this hyperlink](#).

Section 3. WWP’s failure to exercise any right, prerogative, or function hereby reserved to it, or WWP’s exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of WWP’s right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

**ARTICLE 42
SEVERABILITY**

It is understood that the provisions of this Agreement are subject to all applicable laws now and hereafter in effect, and to the lawful rulings, regulations and orders of agencies or courts having jurisdictions. If any terms or provisions of this Agreement are held by a court or administrative agency to be in conflict with any federal, state or local law or regulation, such terms or provisions shall continue in effect only to the extent permitted by such law or regulation, without affecting or impairing any other term or provision of this Agreement. In the event of such a holding, WWP and the Union shall enter into immediate negotiations regarding a mutually satisfactory replacement provision, with all other terms of this Agreement continuing in full force and effect. Should the contravention require immediate action on the part of the WWP as an employer, WWP will implement the required change to be within compliance and notify the Union accordingly. The outcome of negotiations under this Article will be implemented as agreed upon by the parties.

**ARTICLE 43
SUCCESSORSHIP**

Section 1. This Agreement shall be binding upon the parties, their successors and assigns.

Section 2. In the event WWP is to be reorganized, transferred, subsumed into another organization, or assigned, WWP will notify the Union at least thirty (30) calendar days prior to the close of such proposed transaction and, during such thirty (30) calendar day period, will meet with the Union upon request to engage in bargaining.

Section 3. WWP will give notice to the purchaser or transferee of the existence of, and operations covered by, this Agreement.

**ARTICLE 44
ENTIRE AGREEMENT**

Section 1. The parties acknowledge that this Agreement is the product of extensive and comprehensive negotiations which touched upon all matters of interest to each of them. Both parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter which would constitute a mandatory subject of bargaining.

Section 2. In view of that history of bargaining, the parties agree that this Agreement concludes all collective bargaining between them for the term of the Agreement; that all the understandings and agreements arrived at by the parties are set forth herein; that prior written practices and policies of management provided to the Union before the conclusion of collective bargaining and not incorporated into this Agreement may be continued by management; and that this Agreement constitutes the sole, entire and existing agreement between them.

Section 3. WWP and the Union, for the 3-year life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement.

Section 4. Notwithstanding the foregoing, amendments to this Agreement mutually agreed upon by both parties may be made at any time, provided such amendments are reduced to writing and signed by the parties' authorized representatives, and any subject or matter may be raised and bargained if both parties mutually agree to enter into such bargaining. In the absence of such an Agreement by both parties, WWP shall not make any changes in the terms and conditions of employment, including any changes in company written practices and policies not incorporated in this Agreement.

Section 5. Neither WWP nor the Union waive any right, legal or equitable, which is required under applicable law.

Section 6. Translation: The parties agree that a mutually agreeable translator will translate the parties' collective bargaining agreement into the principal languages its Employees read, such translation to be arranged by the Union. The English version of the bargaining agreement shall govern should there be any discrepancies with the translated versions. The cost of the translation will be borne by WWP and every effort will be made to ensure the costs of translation are reasonable.

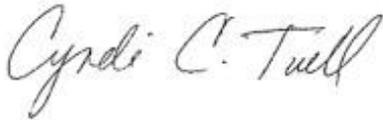
**ARTICLE 45
EFFECTIVE DATES AND DURATIONS**

Section 1. This agreement shall be in full force and effect for the period commencing **March 25, 2026** and ending **March 25, 2029**.

Section 2. The Union and WWP agree to jointly enter into discussions relative to a renewal of this agreement no later than the ninetieth (90th) day immediately preceding the termination date of this agreement.

Section 3. This Agreement will continue in full force and effect while the parties engage in collective bargaining agreement.

IN WITNESS WHEREOF, the Union and WWP have executed this agreement this **March 25, 2026**.



Cyndi C. Tuell
Western Watersheds Workers
Union President



Erik Molvar
Western Watersheds Project
Executive Director



Adam Bronstein
Western Watersheds Workers
Union Vice President



Nancy Roth
Western Watersheds Project
Board Representative

**MEMORANDUM OF UNDERSTANDING REGARDING
VOLUNTARY RECOGNITION**

This agreement between WWW and WWP addresses Union organizing and voluntary recognition in job titles and occupations in WWP.

WHEREAS: The WWW and WWP recognize that it is in their mutual interest to operate in the spirit of partnership and common vision.

WHEREAS: The parties also share the mutual goals of building a world of justice and solidarity for all workers and afford all workers their basic labor rights.

WHEREAS: WWP supports Union organizing, the Union supports WWP, and the parties agree that the following principles regarding voluntary recognition will be applicable to WWP and the Union to be the exclusive means by which WWW, or individuals acting on their behalf, will conduct an effort to organize non-senior management employees in WWP.

THEREFORE, the parties agree as follows:

A. Union support

- a. WWP agrees, and shall so instruct all appropriate managers, that WWP supports WWW on the issue of Union representation.

B. WWP Support

- a. WWW agrees, and shall so inform all Union members, that WWW supports WWP in its mission.

C. Voluntary Recognition Procedure:

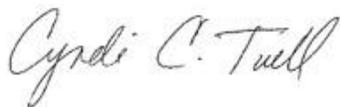
- a. When requested by WWW, WWP agrees to furnish the Union a list of employees in an appropriate bargaining unit which it seeks to represent. The list of employees will include the work location, job title, home address, personal email and personal phone number.
- b. The appropriate bargaining unit for bargaining shall be consistent with the unit established by the parties in their current collective bargaining agreement.

- D. If either WWP or WWW believes that the established unit(s) for recognition is no longer appropriate due to organizational changes, the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit.
- E. In the event the parties are unable to agree, after negotiation in good faith for a reasonable time, but not to exceed forty-five (45) days, the issue of the description of such unit shall be submitted to arbitration with the Federal Mediation and Conciliation Service (FMCS). The Arbitration shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberation by the statutory requirements of the National Labor Relations Act and the precedential decisions of the National Labor Relations Board and Appellate reviews.
- F. The Union shall submit to an agreed upon Neutral, proof of majority status of fifty percent plus one (50%+1) for voluntary recognition of signed and dated cards.
- G. WWP will have two (2) business days to provide WWW and the agreed upon Neutral a copy of the current members to be included in the bargaining unit.
- H. The determination whether a majority of employees in the agreed upon Bargaining Unit have designated the Union as exclusive collective bargaining representative will be based on review of the signed and dated authorization cards from the list.
- I. Upon review of the cards submitted the Neutral will promptly issue a letter either (1) certifying that a majority of the employees designated the Union as their bargaining agent (“Certification”), or (2) stating a finding that a majority of the Employees did not designate the Union as the bargaining agent.
- J. By and upon the issuance of Certification, WWP will recognize the Union as the exclusive collective bargaining agent for its employees in the Bargaining Unit and will be included within the existing Collective Bargaining Agreement between WWW and WWP. The parties will negotiate over any specific modification to the CBA that may be necessary for the new bargaining unit.
- K. Access Agreement
 - a. WWP agrees that WWW’s president, vice president, and secretary will have access and use of WWP’s email system to contact Union members as described in Article 38, Section 7.
- L. Dispute Resolution
 - a. Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, WWP senior management and appropriate WWW union representatives. It is the intent and desire of WWP and WWW that such matters be dealt with and are best dealt with

by and between the parties themselves, without having to resort to the assistance of a third party.

- b. In the event that the parties are unable to resolve their disputes after a good faith effort, the matter may be submitted to arbitration.
- c. All expenses resulting from the use of the arbitration process shall be paid for by WWP.
- d. WWP has a strong commitment to organized labor and the collective bargaining process. Hence, WWP will endeavor to give preference to unionized contractors/vendors where feasible, provided such commitment is not otherwise in conflict with applicable federal labor law. From time to time, WWP may request a special meeting with the WWP Board of Directors. Approval of such meeting requests will not be unreasonably withheld.

IN WITNESS WHEREOF, the Union and WWP have executed this agreement this **March 25th, 2026.**



Cyndi C. Tuell
Western Watersheds Workers
Union President



Erik Molvar
Western Watersheds Project
Executive Director



Adam Bronstein
Western Watersheds Workers
Union Vice President

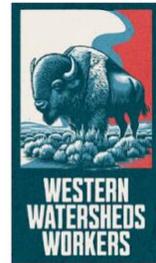


Nancy Roth
Western Watersheds Project
Board Representative

UNION REPRESENTATION AUTHORIZATION CARD

Western Watersheds Workers

AUTHORIZATION FOR REPRESENTATION



I hereby authorize Western Watersheds Workers to represent me for the purposes of collective bargaining with my employer, Western Watersheds Project.

First Name: _____ Last Name: _____

Address: _____

City: _____ State: AZ Zip: _____

Email: _____ Phone: _____

(Signature)

(Date)

APPENDIX A
Voluntary Recognition of Western Watersheds Project

Erik Molvar <emolvar@westernwatersheds.org> Mon, Jul 1, 2024 at 9:39 AM
To: westernwatershedsworkers@gmail.com
Cc: Greta Anderson <greta@westernwatersheds.org>

Dear Cyndi,

We have already discussed this possibility with the Board, and received advanced authorization to recognize the union for WWP workers; your letter indicates that the nascent union has sufficient support from WWP employees to complete the process. The National Labor Relations Act accords all workers the right to organize and form a union, and WWP's leadership fully supports the staff in its decision to do so. We will help however we can.

It is our sincere hope that the union will benefit WWP's workers, now and into the future, and that this new beginning, with full support and cooperation from the organization, will herald continued excellent relations between WWP employees, the Administration Team, and the Board, and extend our organization's efforts to provide the best possible work environment and employee benefits.

Accordingly, Western Watersheds Project recognizes the Western Watersheds Workers Union, and we look forward to working with the Union to continue to improve our work environment, organizational effectiveness, and mission to protect and restore wildlife and watersheds throughout the West. Let's show the rest of the conservation universe a model of how to navigate the process of unionization successfully for all parties, without drama and acrimony.

We are happy to participate in a joint press release announcing the union's formation.
We'll look forward to negotiating the terms of the contract.

Please let me know how I can assist in getting the new union launched,

Erik Molvar
Executive Director
Western Watersheds Project

APPENDIX B JOB CLASSIFICATIONS

EXECUTIVE LEADERSHIP: Member of executive leadership team responsible for high-level decisions and direction-setting; is responsible for long-term operational sustainability and viability of the organization; supervises and coordinates members of organization; holds relationships with board and partners.

Current titles: Executive Director, Deputy Director, Operations Director

Management responsibilities: Manages staff; has hiring and disciplinary responsibilities

STATE DIRECTORS: The Director will continue and expand WWP's campaign to protect and restore public lands and wildlife in [STATE], with an emphasis on livestock grazing and related environmental problems. The position will entail administrative and legal oversight of federal decisions, fieldwork, data collection and analysis, participation in agency planning processes, media outreach and legislative advocacy. The ideal candidate will be highly organized, self-motivated, be able to synthesize and understand ecological and biological concepts, and have strong written and oral communication skills. The position includes (but is not limited to) the following duties:

- Coordinate and develop WWP's public lands and wildlife protection efforts in Colorado and work with current staff on existing projects and threats posed by domestic cattle/sheep grazing on public lands across the West;
- Submit public comments and appeals of environmentally harmful agency decisions;
- Engage in discussions with the Forest Service and BLM about how to protect public lands from domestic livestock, including the use of grazing permit retirement;
- Visit public lands grazing allotments, documenting habitat conditions and management concerns, and communicate these findings to land and wildlife management agencies.
- Work with WWP's Policy Director to pursue legislative options specific to livestock grazing and predator defense issues;
- Participate in public outreach including press releases, op-eds, position statements, newsletter articles, and blog posts;
- Meet with public lands livestock grazing permittees to discuss options for conflict reduction;
- Attend trainings, conferences, and workshops as directed;
- Work with legal counsel to develop priority litigation; and
- Collect and track research documenting the impacts of livestock on public lands, and utilize a variety of tools to determine focal areas for protection emphasis.

Current State Director titles:

Arizona-New Mexico Director

Colorado Director

Northern Utah-Wyoming Director

Montana-Washington Director

Idaho Director

Oregon Director

California Director

Nevada Director

Southern Utah Director

The Digital Director will promote and educate the public on WWP's campaigns to protect and restore public lands and wildlife throughout the West, with an emphasis on livestock grazing and related environmental problems. The position will entail supervising the creation and distribution of educational and advocacy content on WWP online platforms. The Digital Director is expected to be highly organized, self-motivated, be able to synthesize and understand ecological and biological concepts, be adept at navigating politically complicated situations, and have strong written and oral communication skills. Job duties include, but are not limited to:

- Oversee WWP’s Facebook page, including development and curation of content and messaging, and regular posting;
- Oversee WWP’s Instagram account, including development and curation of content and messaging, and regular posting;
- Develop a TikTok presence for WWP, and conduct video interviews of WWP staff on key issues;
- Oversee Mastodon account and/or develop and curate a Threads account for WWP;
- Oversee other social media platforms as they develop, and/or inform decisions to transition among platforms;
- Assist with fundraising and development, taking the lead on social media fundraising efforts which may include publicizing matching grants as donation opportunities, advertising for fundraising campaigns, and/or promoting petitions that assist with donor acquisition;
- Work with WWP’s Policy Director to advance legislative initiatives specific to livestock grazing and predator defense issues through online channels;
- Assist with the curation of WWP webpage;
- Attend trainings, workshops, and conferences as directed;
- Represent WWP as a spokesperson at public events or in the media as required; and
- Participate in organizational meetings, strategy development, and committees.

The GIS (Geographic Information Systems) Specialist will continue to support WWP’s efforts to reform livestock grazing and restore impacted lands, wildlife species, and watersheds. The position will provide GIS mapping and analysis services for all organization staff. The ideal candidate will have demonstrated GIS proficiency, be highly organized, self-motivated, be able to synthesize and understand basic ecological and biological concepts, and have strong written and oral communication skills. Job duties include but are not limited to:

- Maintain WWP GIS licenses and portals;
- Acquire and curate GIS layers, and make them available to staff;
- Generate GIS-mapping products upon request, in a timely manner;
- Generate analyses of GIS metadata, based on GIS layers, upon request and in a timely manner;
- Assist with training of interested WWP program staff to attain basic GIS proficiency;
- Work with WWP policy staff to support administrative, state, and/or congressional initiatives with GIS-based products;
- Generate GIS-based StoryMaps to illustrate key natural resources or public land issues;
- Participate in outreach opportunities including press releases, op-eds, position statements, newsletter articles, and blog posts as needed.

APPENDIX C

ERGONOMIC WORKSTATION CHECKLIST

An ergonomic workstation contains adjustable components and peripherals that can be adjusted to fit the user. Following are the recommendations regarding the features of each component of the workstation and proper set-up guidelines.

Chair

- It is recommended for the user to try out the chair for comfort and fit for a period of time prior to purchase.
- The chair should be fully adjustable – seat pan height, depth, and angle; seat back height, angle, and tension; lumbar support; armrest height, and depth.
- The chair should be easily adjusted from a seated position (Seat back height & angle, seat height).
- The seat back should have adjustable lumbar support and should be adjusted so the lumbar support of the chair fits in the curve of the lower back for support.
- The chair should swivel 360 degrees so it is easier to access items around the workstation without twisting.
- The forearms and wrists should be parallel to the floor or angled down slightly when the chair is height adjusted.
- When chair height is adjusted appropriately, the feet should be positioned flat on the ground, the thighs should be parallel to the ground, and the thigh and lower leg form a 90 degree angle at the knee.
- If feet are not able to be positioned on the ground, for example with a fixed height desk surface and no adjustable keyboard tray, a foot rest should be provided so the legs can be positioned as described above.
- Seat back angle should be adjusted so the user is in an upright position when using the keyboard. The backrest should allow a recline of at least 15 degrees and should lock into place for firm support.
- Seat pan tilt should have a minimum adjustable range of about 5 degrees forward and backward.
- The front edge of the seat pan should be rounded in a waterfall fashion.
- Seat pan width should be at least as wide as the user's thighs. A minimum width of about 18 inches is recommended.
- Armrests should be padded.
- Most chairs are designed for weights under 275 pounds. If the user weighs more than 275 pounds, a chair model must be chosen to support the extra weight. Most chair manufacturers have a larger/plus size chair in addition to the standard size to accommodate all users.
- The chair should have a sturdy five-legged base with proper chair casters that roll easily over the floor or carpet.

Workstation Desk

- Desk should be large enough to accommodate the items used most often, such as a keyboard, an input device, and a monitor directly in front of the user.
- Desk should be large enough for the completion of mixed tasks (computer and reading / writing).
- Desk should be between 20" and 28" high.
- If desk is height adjustable, it should be easily adjusted; when adjusted correctly the forearms are parallel to floor or angled down slightly.
- Desk should be designed so frequent trunk twisting / rotation is not required
- User should be able to sit close to the workstation without any impediment. (Check that chair arms are not in the way and there is clear leg room).
- There should be sufficient space underneath for the legs while sitting in a variety of positions.
- Avoid sharp leading edges where arms contact work surfaces. Rounded or sloping surfaces are preferable.

Sit-Stand Workstation

- A height adjustable work surface is desirable as it accommodates almost all users when partnered with a height adjustable chair and provides for regular changes in work postures. In the standing mode it provides improved access to items on the work surface such as larger or multiple paper documents. Adjustment mechanisms should raise and lower easily and smoothly.
- Tabletop sit-stand units must accommodate the size, weight and quantity of computer equipment.
- Tabletop sit-stand units need to fit securely on the work surface and raise/lower easily.

- An anti-fatigue mat should be used when standing for a period of time. Comfortable and supportive shoes should be worn while standing.
- If documents are regularly referred to, they can be positioned & supported (ie. use of document holder, or desk slope) to avoid unnecessary neck movement (looking sideways / downwards).

Monitor

- Monitor should be adjustable in height, tilt, and preferably swivel.
- Monitor should be positioned at approximately arms distance when user is in an upright seated position.
- Monitor should be positioned at an appropriate height directly in front of the user (neck remains in a neutral position - not required to look upwards, downwards, or to the side to view monitor).
- If using a laptop, the laptop should be raised so the monitor is at the appropriate height, or the laptop should be positioned on a docking station. An external mouse/input device and keyboard should be used when working with a laptop for an extended period of time.
- Monitor should be positioned away from direct light sources. Monitors can be positioned perpendicular to a window, but should not be facing a window.
- Monitor should be free from glare / reflection. If there is glare from a light source above, the monitor should be angled down slightly.

Keyboards

- The cords that plug into the computer should be long enough to allow the user to place the keyboard, the input device, and the computer in a variety of positions. At least six feet of cord length is desirable. A wireless keyboard and mouse will eliminate the cords.
- Consider a keyboard without a 10-key number keypad if the task does not normally require one. Keyboards without number keypads allow the user to place the mouse closer to the keyboard. If the task does require one occasionally, providing a keyboard with a separate 10-key keypad may be appropriate.
- Provide an external keyboard and input device for laptops and tablets. Laptop keyboards are generally not suitable for prolonged typing tasks since they may be smaller than desired, have hard edges that come in contact with the arms, and force the keyboard to be excessively far away for proper viewing of keyboard.
- Keyboard height should be adjustable between 22 inches and 30 inches for seated tasks and 36 to 46.5 inches for standing tasks. Adjustability between seated and standing heights is desirable.
- Alternative keyboard designs such as split keyboards should be considered to make it easier to maintain neutral wrist postures.

Keyboard Trays

- Keyboard trays should be wide enough and deep enough to accommodate the keyboard and any peripheral devices, such as a mouse.
- Keyboard trays should allow for easy height and tilt adjustments and lock securely into position. Keyboard trays should have a low profile under the tray so that parts of the tray do not hit the legs of the user and impede adjustability. Units that rely on knobs or levers can be over tightened and become stripped over time. This can make it difficult for some to adequately tighten or loosen.

Wrist Rests

- Wrist rests were designed to be used when resting and their use should be minimized when actively keying.
- Wrist rest should match the front edge of the keyboard in width, height, slope, and contour.
- Pad should be soft but firm. Gel type materials are recommended.
- Wrist rest should be at least 1.5 inches deep (depth away from the keyboard) to minimize contact pressure on the wrists and forearm.

Input Devices

- Choose an input device, such as a mouse, based on the requirements of the task and any user physical limitations.
- An input device should match the size and contour of the user's hand. Traditional mice come in different sizes. A variety of different types of mice are also available including trackball and vertical. Choices should be made based on user ability, task requirements, and preference. For instance a mouse that provides better posture for the hand may not be able to be used by either hand.
- Use a wireless mouse if at all possible to achieve greatest freedom of placement for the mouse.

- Place the mouse as close to the keyboard as possible. A detachable number keypad can be used to minimize reach.
- Some users may require a left-handed mouse and some users may prefer a mouse that can be used with either hand.

Telephones / Mobile Phones

- If task requirements mandate extended periods of manual tasks such as typing while using the phone, use a phone with a "handsfree" cordless headset or speaker feature or bluetooth connectivity.
- "Hands-free" headsets should have volume adjustments and volume limits. Desk Lighting
- Good desk lighting depends on the task being performed. Use bright lights with a large lighted area when working with printed materials. Limit and focus light for computer tasks.
- The location and angle of the light sources, as well as their intensity levels, should be fully adjustable.
- Task lighting should have a large base and articulated supports that allow a range of positions or extensions. It should have a hood to direct light to a specific area and may have a diffuser to allow reduced lighting of the area for general lighting or to reduce the harshness of the light.