

COLLECTIVE BARGAINING AGREEMENT

by and between

Nava PBC

And

**The Office and Professional Employees International Union /N.U.
AFL-CIO**

Effective February 16, 2024 – February 15, 2027

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**ARTICLE I
PREAMBLE**

AGREEMENT entered into this 16th day of February 2024 between the Office & Professional Employees International Union, N/U., AFL-CIO, hereinafter referred to as the “Union,” and Nava PBC, hereinafter referred to as the “Employer.”

WHEREAS the parties desire to cooperate in establishing conditions which will tend to secure to the employees concerned an equitable wage and fair and reasonable conditions of employment and to provide methods for the fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the Employer.

NOW, THEREFORE, be it mutually agreed to as follows:

**ARTICLE II
RECOGNITION**

Section 1. The Employer recognizes the Office and Professional Employees International Union/N.U., AFL-CIO as the sole and exclusive representative of the bargaining unit for all matters concerning wages, hours, and other terms and conditions of employment. The Union and the Employer agree that the unit includes all full-time and regular part-time employees at Nava PBC in the job titles listed in Appendix A and excluding all other employees, managerial employees, third-party contracted employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act.

Section 2. In the event that Nava creates a new position in the bargaining unit (meaning, the role performs the same or substantially the same type of work as another position(s) in the bargaining unit) and such position does not fall within one of the enumerated exclusions in Section 1, Nava shall follow the procedure set forth in Article XVII, Job Descriptions, for notifying the Union and the salary for the position shall be determined based on the process set forth in Article X, Wages.

**ARTICLE III
UNION SECURITY**

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Section 1. Effective on or after the thirty-first (31st) day following the Ratification Date of this Agreement, all employees covered under this Agreement shall, as a condition of employment, become and remain members of the Union in good standing.

Effective on or after their thirty-first (31st) days of employment, all employees hired after the Ratification Date of this Agreement shall, as a condition of employment become and remain members of the Union in good standing.

The foregoing provisions shall apply except where prohibited by law.

Section 2. The Employer shall provide the Union with the legal and preferred name, date of birth, address, salary, date of hire, job title, and any home address, personal telephone number, and personal email address that the Employer has on file for all unit employees within thirty (30) days of the date of execution of this Agreement. Thereafter, on the fifteenth (15th) day of the month, the Employer will either (a) provide confirmation that the information contained in the most recent list remains accurate, or (b) provide an updated list of unit employees and their information, and note any individuals who are no longer members of the bargaining unit, or who have resigned, retired, been promoted or demoted, dismissed, or are on an extended leave of absence more than thirty (30) days.

ARTICLE IV DUES CHECKOFF

Section 1. Upon receipt by the Employer of an executed dues authorization by the employee in the form required by applicable law, the Employer shall deduct from the employee's wages the uniform periodic dues and assessments (or agency fees) authorized to be deducted in the amount specified by the Union in writing. By the fifteenth (15th) day of the following month, the Employer shall remit to the Union the amount deducted in the previous month, accompanied by a list of employees from whose wages deductions have been made. The list will include the full legal and preferred name of the employee and the total amounts deducted from each employee for whom payment has been remitted to the Union.

Section 2. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the Employer in

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fulfilling the terms of this Article, including liability for any refund of all or any part of the dues or agency fees deducted from the wages of any employee and transmitted to the Union pursuant thereto. The Employer shall promptly notify the Union of any claim and the Union shall thereupon bear all responsibility therefore and shall pay all costs and expenses in connection therewith.

ARTICLE V LABOR MANAGEMENT COMMITTEE

Section 1. The Employer and the Union recognize that collaboration and transparency between management and employees are indispensable to the pursuit of sound and harmonious labor relations, as well as the health and growth of the company, and therefore shall establish a Labor-Management Committee. This committee is meant to give employees the opportunity to raise workplace issues in a venue that gives those issues a meaningful hearing by management.

Section 2. A Labor Management Committee will be established consisting of up to four (4) representatives chosen by the Employer (at least one (1) of whom shall be from the Executive team) and up to four (4) representatives chosen by the Union. The Labor Management Committee will meet quarterly or more frequently by mutual agreement. The Labor Management Committee will discuss and attempt to resolve workplace issues. At least one (1) week in advance of the meeting, the parties shall exchange written agendas of the matters to be discussed, or the party calling the meeting shall provide to the other party a written agenda of the matters to be discussed. By mutual agreement, the parties may have additional representatives in attendance, if necessary, if they have information specific to the items on the agenda. The Labor Management Committee shall not discuss grievances pending under Article XXV, Grievance and Arbitration or subjects that are being actively negotiated between the Employer and the Union. The committee shall have no authority to implement changes in policies or practices, to modify the Agreement, or to bind either party to any agreement.

Section 3. For all parties, attendance at Labor Management Committee meetings will be considered part of their work, shall occur during work hours, and will be paid as working time. The four (4) Union representatives will be provided a billing code to record their time attending such meetings. Any **billable hour minimums** shall be reduced in proportion to any time spent in labor management committee meetings.

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ARTICLE VI MANAGEMENT RIGHTS

Except to the extent expressly abridged, delegated, granted or modified by a specific provision of the Agreement, the Employer reserves and retains, solely and exclusively, all of its rights to manage its business and nothing herein shall be construed to limit the Employer's exclusive right to manage its facilities and direct its workforce.

Subject to and as modified by the specific provisions of this Agreement, the rights of management include, but are not limited to:

1. the right to plan, direct, and control operations;
2. the right to direct the work force including the right to assign duties to bargaining unit employees and determine job content;
3. the right to assign bargaining unit work to non-bargaining unit personnel;
4. the right to determine the size of the work force and to hire, layoff, recall, promote and demote bargaining unit employees;
5. the right to establish, modify, eliminate, and enforce compliance with all Employer policies, including but not limited to reasonable rules, regulations, and handbook or other written work performance or conduct standards;
6. the right to develop and implement reasonable performance management/evaluation programs;
7. the right to discipline, suspend, or discharge bargaining unit employees for just cause;
8. the right to plan, direct, control, subcontract, continue, discontinue, sell, close, or relocate all or any part of any operation;
9. the right to determine or alter the nature of the business;
10. the right to determine and change the method and manner of operations and the number of bargaining unit employees necessary to perform such operations;
11. the right to expand, reduce, alter, combine, transfer, assign, or cease any job, job classification, department, or operation;
12. the right to introduce or change technology, methods of operation, processes, products, and equipment;
13. the right to determine the number and type of equipment, materials, and supplies to be used;
14. the right to determine hours of work and establish, change or modify working shifts and schedules;

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15. and the right to require bargaining unit employees to work in any covered job classification.

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The Employer shall exercise its rights reasonably and not act in an arbitrary or capricious manner in carrying out the terms of the Agreement or in such a manner that conflicts with the express terms of this Agreement.

Nothing in this agreement shall be deemed a waiver of the Union's right to request effects bargaining under the National Labor Relations Act. Upon request by the Union within thirty (30) days of when the Union knew or should have known of the Employer's action, the parties shall bargain in good faith over the effects of such action on bargaining unit employees.

ARTICLE VII UNION STEWARDS AND UNION ACCESS

Section 1. Union Steward. The Union shall designate in writing one (1) Union Steward per every fifteen (15) members of the bargaining unit and one (1) alternate. The authority of the Union Stewards and/or alternates shall be limited to, and shall not exceed the following duties and activities: (1) the investigation and presentation of grievances in accordance with the provisions of this Agreement and attendance at grievance meetings; (2) the representation of bargaining unit members at their request in investigatory interviews that the bargaining unit member reasonably believes may lead to discipline and (3) the attendance at disciplinary meetings. One (1) Union steward shall be released with pay to attend each grievance meeting, investigatory meeting, and disciplinary meeting. Union stewards will be provided a billing code to record their time attending such meetings. Any billable hour minimums shall be reduced in proportion to any time spent performing union steward activities.

A Steward representing a grievant will be released from work without pay for the purposes of participating in an arbitration hearing. The Steward shall provide notice to their supervisor and People Services Manager of the need for time off. If more than one (1) Steward is needed for an arbitration hearing, the Union will coordinate the release of employees with the Employer.

Section 2. Union Access. The Union shall designate in writing to the Employer the name of an OPEIU representative who will be responsible for the bargaining unit.

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A duly authorized representative of the Union shall be admitted to the Employer's premises to confer with the Employer and/or full-time or regular part-time employees for the purpose of verifying the performance of this Agreement and meeting with employees. The Union representative shall provide 24 hours' advance notice prior to visiting the workplace and shall inform the Manager of Business Operations or their designee upon arriving at the Employer's premises. The Union representative shall comply with the Employer's visitation rules and regulations and shall not interfere with the conduct of the Employer's business or the performance of work.

The Union shall have access to a Sage page for the purpose of Union communications and activities.

ARTICLE VIII LEAVE FOR UNION ACTIVITY

Shop stewards shall receive two (2) unpaid days per calendar year to attend Union training, conventions and conferences. Requests for such leave shall be submitted and approved using the same process for PTO requests. Nava has the discretion to deny requests for union leave if they cannot be accommodated based on client needs and the needs of the business.

ARTICLE IX NEW MEMBER ORIENTATION

Once per calendar month, the Employer will provide an opportunity for newly-hired bargaining unit employees to meet with a Steward to discuss this Agreement and the role of the Union as the exclusive bargaining representative of bargaining unit employees. The Steward shall conduct this meeting during normal work hours and it shall be treated as non-billable time. This meeting shall be between thirty (30) minutes and one (1) hour in duration at a mutually-agreed upon time.

ARTICLE X WAGES

Section 1. Benchmarking. Salary bands shall be based on benchmarking data of the national average market rate for the bargaining unit position. Every three (3) years, starting FYE 2025, salary bands will be updated for the job and level based on benchmarking data.

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Nothing herein shall preclude the Employer from benchmarking and updating salary bands more frequently. The Employer shall share updated salary bands with the Union. If the Employer creates a new bargaining unit position, it will benchmark the salary for that position and create a salary band, which will be shared with the Union. No employee's salary shall be reduced due to the result of any benchmarking data.

Section 2. Minimum Salary. No full-time bargaining unit employee shall make less than \$60,000 annually.

Section 3. Annual Increases. In each year of this Agreement, full-time employees who have six (6) months of tenure prior to December 31 shall receive the following annual increases:

- Effective March 31, 2024 – Two percent (2%);
- Effective March 31, 2025 – Two percent (2%);
- Effective March 31, 2026 – Two percent (2%).

The Employer may grant additional merit increases or bonuses for employees based on objective performance criteria.

Section 4. Cash Bonus Plan. If Nava meets its budgeted revenue and earnings before interest, taxes, depreciation, and amortization (“EBITDA”) target for the fiscal year and sufficient cash holdings exist to pay out all cash bonus targets, five percent (5%) of net income shall be pooled to be distributed equally to any full-time bargaining unit employee who meets the following criteria:

- a) Has at least 6 months of tenure prior to December 31 (exclusive of any period of non-employment) (i.e., was hired before July 1);
- b) Is not on a performance improvement plan as of March 31 of the payout year;
- c) Has not have received a 1 or a 2 on their most recent annual performance evaluation; and
- d) Is an active employee on March 31st of the payout year.

Additional bonuses may be awarded to employees at the Employer's discretion.

Section 5. Duty to Bargain. During the term of this Agreement, if the Employer's (i) net income is below five percent (5%) as of December 31, or (ii) GSA rates are cut by ten percent (10%) or more, or (iii)

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gross margin is below fifty percent (50%) as of December 31, upon written notice to the Union, the parties shall reopen Sections 3 and 4 of this Article for the purpose of bargaining the annual increase and/or Cash Bonus Plan distribution for full-time employees that would be paid to employees on March 31. The Employer shall notify the Union of its intent to reopen Sections 3 and 4 of this Article no later than January 31. The parties shall meet within fifteen (15) calendar days of the written notice to bargain in good faith. During the reopener period all other provisions of the Agreement remain in full force and effect. Nothing contained in this Section shall preclude either party from exercising their rights at the National Labor Relations Board or in arbitration. There shall be no merit increases or bonuses paid to bargaining unit employees until the parties have reached an agreement on the wage increases referred to Sections 3 and 4 above.

Section 6. Part-time work option / prorated wages. The Union shall be notified of any employee requesting part time employment. A part-time employee's salary shall be no less than the prorated amount of the full salary.

Section 7. Pay Equity. The Employer shall conduct a pay equity review of all salaries in the bargaining unit every three (3) years to determine whether there are inequities due to gender, race, ethnicity, and other protected statuses. Nothing herein shall preclude the Employer from conducting a pay equity review more frequently. The Employer shall share the top-line results and any recommendations as a result of the pay equity review with the Union upon its completion.

Section 8. New Hire Salaries. Salary history from previous employment shall not be considered when setting a new employee's salary.

ARTICLE XI WORKING HOURS

Section 1. Work Hours and Work Days. Work hours and days vary and are based on the needs of the client, the employee's team, and the business. As part of setting work expectations, managers will establish common work hours and days in conjunction with their team and based on the needs of the clients and the business.

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Full-time employees are generally expected to work a minimum of forty (40) hours per week.

Section 2. Granted Time Off. Granted Time Off shall be used to offset a significant work effort by an exempt employee experiencing a sizable short-term increase to their workload. Employees who work more than five (5) hours above the minimum hours in a timesheet period, excluding leave, may use those hours in excess of five (5) as Granted Time Off at any time during the next three (3) pay periods. Granted Time Off shall expire at the end of the third (3rd) pay period and shall not be paid out to employees upon separation of employment.

ARTICLE XII BENEFITS

Section 1. Healthcare. The Employer shall make its health, dental and vision coverage, and flexible spending accounts, such as dependent care, medical and pre-tax commuter benefits available to bargaining unit employees on the same terms and conditions as such benefits are made available to non-represented employees of the Employer. Eligibility for such benefits shall be determined by the requirements set forth in the applicable plan document.

During the term of this Agreement, the Employer shall maintain a minimum of 75%/25% split for monthly premiums for health benefits. Any existing Kaiser health plan in which the Employer contributes less than 75% (e.g., Kaiser DC employee + spouse, employee + children, employee + family) shall be grandfathered in at that split for the term of this Agreement.

Nothing herein shall preclude the Employer from changing, amending, or modifying the benefits set forth in this Section (except for reducing the 75%/25% split) without any further obligation to bargain with the Union, provided the Employer has changed, amended, or modified such benefits for its non-represented employees on the same basis as bargaining unit employees. If the Employer is considering significant changes, amendments, or modifications to its benefit plans, including changing providers, such information will be shared with the Labor-Management committee and the committee shall have the opportunity to provide feedback. The Employer shall provide the Union with thirty (30) days' notice (or as much notice as is practicable) of any change, amendment or modification to any of the foregoing benefit plans.

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Section 2. Wellness and Health Benefits. The Employer shall explore options to expand its current wellness and mental health benefits for the 2024 plan year. Options for expanding wellness and mental health benefits shall be a subject of discussion at the Labor-Management Committee so that the Employer can gather feedback from employees to address their needs.

Section 3. Professional Development. The Employer shall provide each employee with a minimum of access to LinkedIn Learning and up to two thousand dollars (\$2,000) annually (pro-rated based on month of hire) to enroll in classes, purchase books, materials, or software, cover professional association membership dues, attend industry conferences, or workshops, including travel expenses, hotel accommodations, and conference fees. Effective January 1, 2025, the amount of professional development funds shall be up to one thousand seven hundred fifty dollars (\$1,750) for each employee. In the event the Employer no longer provides access to LinkedIn Learning, employees shall receive up to two thousand dollars (\$2,000) (pro-rated based on month of hire) for professional development. All professional development expenses must be submitted as expense requests for manager and operations approval at least fourteen (14) days in advance. All professional development spending must be directly related to technical or soft skills in an employee's role at Nava. Employees have until March 31st of the next calendar year to use their professional development funds for the year.

All other provisions regarding Professional Development shall be governed by the Employer's then-prevailing Professional Development Expense Policy.

Section 4. Breastfeeding. The Employer recognizes the need of employees who are nursing to work in an environment which is clean, safe, private and comfortable to express breast milk or breast feed children while at work. The Employer shall comply with any Federal, State or local laws regarding lactation breaks and facilities.

Section 5. Network Stipend. All Employees who live greater than seventy-five (75) miles from a Nava office will receive a forty dollar (\$40) per month stipend to use toward the cost of cell phone, home internet, and power utilities.

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All employees will receive a fifteen dollar (\$15) per month stipend to use toward the cost of a cell phone.

Section 6. Company Hardware and At-Home Office Setup. Effective upon Ratification or March 1, 2024, whichever is earlier, all newly-hired employees shall have the opportunity to request and receive a company issued laptop and a keyboard, mouse, monitor, desk, and chair, if desired, from Nava’s hardware vendor partner.

Effective April 1, 2024, all employees who previously received a setup budget from Nava shall be able to request and receive equipment from Nava's hardware vendor partner from a standardized list of equipment. Employees with accessibility needs should contact People Operations to submit such requests. Employees with a need for specialized equipment that is not provided by Nava’s hardware vendor partner, shall contact Business Services to submit such requests.

All employees who previously received a setup budget shall have until March 31, 2024, to make any final purchases against their setup budget. Any unused portions of their set-up budget will be forfeited.

In the event of a hardware issue with the supplied technical equipment, the Employer will service or replace such equipment. All Employees are eligible to keep their company-issued equipment after the end of their employment in accordance with the terms of the Employer’s then-prevailing Laptop Buy Out Policy.

Section 7. Workers’ Compensation. The Employer will maintain Workers' Compensation insurance for all employees.

Section 8. Unemployment Compensation. Employees are covered by state and federal unemployment insurance.

ARTICLE XIII HOLIDAYS

Section 1. Company Holidays

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The Employer recognizes the following paid federal holidays and Nava-specific holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Day

Holidays falling on a weekend day shall be observed on either the preceding Friday or following Monday at the Employer's discretion.

Section 2. Floating Holidays

In addition to the holidays listed above, employees may also take up to five (5) paid floating holidays per calendar year (pro-rated in the first year of employment based on calendar quarter of hire). Floating holidays are intended to align with a specific date of significance such as a birthday, work anniversary, holiday or any other date not already recognized and must be used on such date or within a two (2) week timeframe of the date. Any such date of significance is to be determined by the employee.

Floating holidays do not rollover to the next year and, if unused, will not be paid out upon separation from Nava.

The process for requesting and receiving approval for a floating holiday shall be the same as for requesting and receiving approval for vacation.

**ARTICLE XIV
401K PLAN**

The Employer shall make its 401(k) plan available to bargaining unit employees on the same terms and conditions that such plan is made available to non-represented employees of the Employer. Eligibility to participate in the 401(k) plan shall be determined by the requirements set forth in the plan document.

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All full-time employees shall be enrolled in the Employer's 401(k) after completing two (2) months of employment at Nava.

The Employer shall make a safe harbor contribution of 100% of an employee's salary deferrals up to four percent (4%) of an employee's taxable compensation.

Nothing herein shall preclude the Employer from changing, amending, or modifying the benefits set forth in this Section (except for reducing the 4% safe harbor contribution) without any further obligation to bargain with the Union, provided the Employer has changed, amended, or modified such benefits for its non-represented employees on the same basis as bargaining unit employees. The Employer shall provide the Union with thirty (30) days' notice (or as much notice as is practicable) of any change, amendment or modification to the 401(k) plan.

ARTICLE XV PTO AND LEAVES OF ABSENCE

Section 1. Vacation. All full-time employees accrue six and two thirds (6.67) vacation hours per pay period (i.e., 160 hours, or 20 days off per year).

Vacation rolls over year to year but accrual is capped at one hundred sixty (160) hours. Once an employee accrues one hundred sixty (160) hours of vacation, the employee will stop accruing vacation until their vacation balance falls below the one hundred sixty (160) hour cap.

The Employer shall permit full-time employees to borrow up to forty (40) hours of vacation ("negative vacation balance") without the waiting period of accrual.

Any borrowed vacation remaining at the point of termination shall be paid back to the Employer or shall be deducted from the employee's final pay. At the time the employee's negative vacation balance is fully approved, the employee must contact People Services to receive and complete a form authorizing such a deduction.

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Employees cannot use any leave to extend their last day of employment.

To use vacation, an employee shall submit a request to their project lead (or designated project approver) and their People Manager. The guideline for such notices is one (1) week in advance for one (1) day off and one (1) month in advance for one (1) week off. All leave requests require approval from the project lead (or designated project approver) and People Manager.

Should the Employer increase vacation time for non-represented employees, bargaining unit employees shall receive the same increase.

Section 2. Sick Leave. All Employees are eligible for unlimited paid time away from work for short-term illness, doctor's appointments, mental or physical health, and to supplement approved medical leave for themselves and their immediate family members. Employees can use sick leave to take care of their sick immediate family members. An immediate family member is defined as a spouse, domestic partner, cohabitant, child, stepchild, parent, stepparent, mother-in-law, or father-in-law.

Sick leave can be taken in half-hour, hourly, half day, or full day increments. Employees should notify their People Manager and project lead if they need to take sick leave, with as much notice as possible.

For absences due to medical reasons lasting five (5) full consecutive business days or forty (40) consecutive work hours or more, Nava may require an employee to submit a physician's note or other medical certification that supports the need for leave and/or certifies the employee is fit to return to work. If an employee needs extended sick leave beyond the five (5) full consecutive business days or forty (40) consecutive work hours, they should contact People Operations to discuss the use of other Employer benefits, such as Family Medical Leave (FMLA), short-term disability, or state-run disability programs. Sick leave shall not be used to supplement long-term disability.

Section 3. Parental and Family and Medical Leave. The Employer recognizes that a leave of absence may be necessary due to 1) the birth of a child, 2) the adoption of a child, or 3) the placement of a foster child. Accordingly, all employees shall be eligible for up to a maximum of sixteen (16) weeks of

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paid Parental Leave. Any employee who has not worked for Nava for twelve (12) consecutive months and who may have not worked at least one thousand two hundred fifty (1,250) hours will be required to repay any Parental Leave if they terminate their employment before they have completed twelve (12) months of employment with Nava.

Additionally, the Employer recognizes that a leave of absence may be necessary due to care of the employee or eligible dependents.

FMLA is unpaid, job protected leave for eligible employees. Depending on the need for leave and eligibility, the employee may use this leave intermittently or consecutively to care for themselves or eligible dependents. All FMLA leave must be certified and approved by a physician unless an employee applies and is approved for short-term disability benefits and/or is on an approved Parental Leave.

Section 4. Additional Leave Benefits

Bereavement Leave. In the event of the death of an individual with whom the employee has a close relationship (e.g., parents, children, other family members, close friends, etc.), employees may take up to five (5) days of paid bereavement leave.

Sabbatical. After three (3) years of employment at Nava, eligible employees may take unpaid leave up to a certain number of weeks depending on their tenure. Once sabbatical leave is used, the clock resets to zero and the employee restarts the accrual process.

The employee will continue to receive all benefits while on sabbatical.

The Employer shall provide the following weeks of sabbatical based on tenure:

Years of Service or Years Since Last Sabbatical	Weeks of Sabbatical
3 years	6 weeks
4 years	8 weeks
5 years	10 weeks

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6 years	12 weeks
7 years	14 weeks
8 years	16 weeks

Employees have the option to combine PTO with sabbatical to extend the total time, pending manager approval. For example, if an Employee has two (2) weeks of unused PTO and is eligible for four (4) weeks of unpaid sabbatical, the Employee can spend down their PTO and use the Sabbatical to increase the total time off. Sabbatical may not be combined with any other type of leave, except PTO. If an employee combines PTO and sabbatical, such time may not exceed sixteen (16) weeks combined.

Jury Duty and Witness Leave. Paid jury duty/witness leave is available to employees who are summoned to attend legal proceedings. Employees should work with their People Manager and team to ensure coverage for their work. Nava will not terminate, demote or otherwise punish an employee for serving jury duty; will not take away any benefits from an employee that chooses to serve jury duty; and will follow all guidelines described in this policy.

Employees should email a copy of their summons or subpoena within two days of receipt and, at the conclusion of jury duty, email a copy of the documentation from the court to indicate the days served to People Operations and Payroll. If asked to participate in jury duty for longer than two (2) weeks, employees need to engage with People Operations on how to proceed. Should the court dismiss an employee before half of the workday has passed, the employee is expected to resume regular working hours.

Natural Disaster Leave. Employee safety is the most important consideration in the event of a natural disaster. When a hurricane, earthquake, flood, fire or other emergency occurs which directly affects an employee’s place of work or ability to work, including a power outage, directly impacted employees will continue to be paid and will not be required to use any form of leave during this time. This time may be coded to the employee’s general department billing code.

If such an emergency continues to affect an employee’s place of work or ability to work for longer than five (5) business days, directly impacted employees will continue to be paid and are requested to

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contact People Services as soon as practical to understand the situation further and determine the best course of action.

Section 5. All other terms related to the leave policies referenced in this Article (e.g., request/approval process, eligibility, requirement to enter into return-to-work agreement) and all other types of leave provided to employees, shall be governed by the Employer’s then-prevailing leave policies.

ARTICLE XVI REMOTE WORK

Nava is a “remote first” employer. Employees shall continue to have the option to work remotely unless there is a legitimate business purpose for the employee’s work to be done in person. Legitimate business purposes include, but are not limited to, attending in-person meetings with team or client, working in a secure facility if directed by client, or in-person presence required by contract.

ARTICLE XVII JOB DESCRIPTIONS

Within six (6) months following the effective date of this Agreement, the Employer shall create written job descriptions, containing the salary band and responsibilities, for all current bargaining unit positions, and provide said job descriptions to the Union.

Prior to hiring or promoting an individual into a new job title in the bargaining unit, the Employer shall provide the Union with a copy of the job description or job posting for the position. The salary shall be determined based on the process set forth in Article X, Wages.

ARTICLE XVIII PROMOTIONS AND JOB VACANCIES

Section 1. Career Development. The Employer and the Union are mutually committed to ensuring that career development and promotions processes at Nava are clear, fair, equitable, and transparent. Within six (6) months of the Ratification Date, the Employer shall provide to employees written guidance on how they may advance their career at Nava with clear standards for promotions that involve increased seniority or expanded job responsibility.

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(a) If an employee who meets the promotions standards is not promoted, the reason the employee did not receive a promotion shall be discussed at their performance evaluation.

(b) Employees who receive a promotion, shall receive a salary increase within the salary band to which they are being promoted and a copy of their job description.

(c) In exceptional circumstances, the Employer may promote an Employee, with the Employee's assent, outside of the biannual promotion periods. Such promotions will include a commensurate salary increase.

Section 3. Transfer or Promotion Out of Unit. The Employer shall inform the employee and the Union prior to any transfer or promotion of a bargaining unit member out of the bargaining unit. While transfers or promotions may affect the size of the bargaining unit, they shall not be made for the purpose of eroding the bargaining unit. Bargaining unit members have the right to decline a transfer or promotion and retain their prior position, if available.

Section 4. Job Openings. The Employer shall publicize open positions within the bargaining unit to all employees for at least seven (7) calendar days and simultaneously publicize such positions externally.

Following a written expression of interest in an available bargaining unit position, a bargaining unit employee shall be afforded full opportunity to apply, interview, and compete for the position.

The position shall be awarded based on the applicants' skills, abilities, job performance, qualifications, seniority (if applicable, for internal candidates), and experience. It is Nava's intent to encourage retention and provide long-term growth trajectories to existing employees and Nava will take that into consideration when evaluating internal and external candidates for a position.

ARTICLE XIX NO INTRUSIVE MONITORING

Section 2. Promotions

The Employer shall not utilize monitoring software or hardware on employees' computers or other Company-issued devices for the purpose of evaluating an employee's job performance with respect to their assigned job duties. Such practices include:

- a. monitoring employee mouse behavior, keystrokes, or keystroke logging;
- b. monitoring an employee through their computer's camera or microphone;
- c. monitoring the websites an employee may visit; and
- d. monitoring the amount of time spent at or away from, or idle at, a computer, including usage of particular applications.

Nothing contained herein is intended to prevent the Employer from investigating and enforcing Nondiscrimination and Anti-Harassment and Complaint Procedure or Information Security policies.

ARTICLE XX DISCIPLINE AND DISCHARGE

Section 1. Probationary Period. All newly hired employees shall serve a ninety (90) day probationary period and shall be considered at-will employees during this period.

Outside of representation involving disciplinary issues, new hires shall be covered by all other provisions of this Agreement.

Section 2. The Employer may discipline or discharge a non-probationary employee for just cause. The Employer's normal disciplinary process will progress from written warning(s) to final written warning or performance improvement plan, to discharge. However, the Employer and the Union acknowledge that progressive discipline may not be warranted in every case because of the nature of the conduct. In the event the Employer determines that progressive discipline is not warranted prior to discharge of an employee, the Employer shall provide the employee and the Union a justification for why the alleged misconduct warrants immediate discharge.

If discipline is reduced to writing, the Employer shall copy the Union when it is presented to the employee.

Section 2. Promotions

ARTICLE XXI
SENIORITY, THE BENCH, AND LAYOFFS

Section 1. Seniority

(a) Seniority for all purposes under this Agreement shall be determined by years of service with the Employer. If the employee leaves employment and then returns within six (6) months, their seniority shall be reinstated.

(b) If an individual is employed by Nava outside of the bargaining unit (i.e., manager, supervisor, contractor who worked for Nava at least thirty (30) hours per week for the prior six (6) months, apprentices or interns who worked for Nava at least thirty (30) hours per week for the prior four (4) months), and subsequently takes a position that is in the bargaining unit without any interruption in performing work for Nava, the beginning of the uninterrupted work period will become their seniority date.

(c) An employee's seniority shall be lost when an employee:

- i. resigns;
- ii. is discharged;
- iii. retires;
- iv. has exhausted all approved leave of absence and is unable to return to work,

unless additional unpaid leave is permitted at the discretion of the Employer.

Section 2. The Bench and Layoffs

(a) Employees with neither active nor full time work on a contract or project may be placed "on the bench" while awaiting assignment to internal projects or contract work.

(b) In the event of layoffs of any bargaining unit employees, layoffs will be determined by the Employer, based on the employees' skills, qualifications, and experience, Nava's operational needs, and contract delivery requirements. Where these factors are substantially equal, seniority shall be used in determining employees to be laid off. When seniority is the determining factor, layoffs shall be in the inverse order of seniority based on job classification within the department, i.e., the last person hired shall be the first person laid off, according to job classification within the department.

Section 2. Promotions

(c) If an employee's prior position becomes available following a layoff, such employee will be notified by email. In the event that there are multiple employees who held such position, recalls shall be in order of seniority, i.e., the last person laid off shall be the first person to be rehired, according to job classification within the department. If another role is available that an employee on recall applies and is qualified for, in the Employer's judgment, such employee shall have preference over outside candidates. In the event multiple employees on recall apply for the same role and are qualified, in the Employer's judgment, preference over outside candidates shall be based on seniority.

The Employer shall continue to maintain its public job posting webpage, which is available to employees on the recall list.

(d) Laid-off employees shall retain recall rights for a period of six (6) months from their date of lay-off. Employees on recall may turn down offers of temporary assignments or offers of lower compensation or classification than the position from which they were laid off without giving up their recall rights.

(e) If an employee on recall is offered a regular full-time job of equal or greater compensation or classification than the position from which they were laid off they will have seven (7) calendar days to respond to the offer. If they do not respond within that time, they will lose their seniority and right to recall.

ARTICLE XXII SEVERANCE

In exchange for executing and not revoking a general release in the form provided by the Employer, an employee who is laid off shall receive (a) severance pay in the amount of one (1) week of pay for each year of service prorated to the employee's last day of employment, with a minimum of four (4) weeks and a cap of twenty-six (26) weeks and (b) Employees will be entitled to continued health insurance coverage for the month of the lay-off and an additional month pursuant to COBRA, with the full premium for employee coverage to be paid by the employer, provided the employee elects COBRA coverage. The Employer shall comply with applicable federal and state laws regarding the inclusion of non-compete and non-disclosure provisions in its general release.

Section 2. Promotions

**ARTICLE XXIII
SAFE WORKING ENVIRONMENT**

Section 1. Nondiscrimination and Anti-Harassment Policy and Complaints. The Employer shall maintain a work environment in which all employees work cooperatively and are treated with dignity. Each employee has the right to work in an environment that promotes equal opportunities and is free from discrimination, harassment, retaliation, or other inappropriate conduct at work or in work-related settings.

Neither the Union nor the Employer shall engage in or tolerate discrimination (including any form of harassment or retaliation) on account of a person's race, color, citizenship status, national origin, ancestry, sex, gender identity or expression, transgender status, sexual orientation, age, religion, creed, union activity, physical or mental disability, genetic information, use of a service/guide animal, childbearing status, childbirth, pregnancy or related medical condition(s), marital or partnership status, relationship structure, hair texture or hairstyle commonly associated with a race or national origin, caregiver status, veteran status, political affiliation, domestic violence survivor status, stalking or sex offense survivor status, unemployment status, prescription or legal substance use, arrest or conviction records, credit history, or use of government services, caste, or any other characteristic protected by applicable law.

The Employer's then-prevailing Nondiscrimination and Anti-Harassment and Complaint Procedure policy shall apply to all bargaining unit employees. Employees who believe they have been subjected to discrimination, harassment, retaliation or sexual assault, or any employee who has witnessed such conduct (as defined in the Employer's policy) are encouraged to promptly report the circumstances to their manager, any other Nava manager, executive leader, or People Operations. If the Union believes such conduct violates a provision of this Agreement it may also file a grievance under Article () of the Grievance Procedure.

Section 2. Reasonable Accommodations. If an employee requires an accommodation to perform the essential functions of their job due to a disability, pregnancy, childbirth or related condition, or their status as their survivor of domestic violence, sex offenses, or stalking, the employee should complete an Accommodation Request Form

<https://docs.google.com/document/d/141WHb7yIsCyd4Rvs-oP91MwIhGD6T-DgvndfyMvu2WM/edit?us>

Section 2. Promotions

[p=sharing](#)) and submit it to the Manager, People Services (people-operations@navapbc.com). Upon receipt of the Accommodation Request Form, Nava shall engage with the employee, consistent with applicable law, to determine whether there is a reasonable accommodation that can be provided that does not cause an undue hardship to Nava. In the case of a medical disability, Nava may request verification of information from the employee's health provider relating to the need for an accommodation.

Additionally, Nava will provide a reasonable religious accommodation when necessary to allow for an employee's sincerely held religious belief. Such accommodation will be considered based upon factors specific to that employee's circumstances (e.g., designated place to pray, exception to dress code, recurring scheduling change). An employee seeking a religious accommodation shall submit such request to the Manager, People Services (people-operations@navapbc.com).

A representative from the Union may be present for a meeting regarding an employee's request for an accommodation, but the employee must cooperate throughout the accommodation process.

ARTICLE XXIV GRIEVANCE AND ARBITRATION

Section 1. Any dispute or controversy arising out of, or in connection with, the application or interpretation of this Agreement (hereinafter, a "grievance") shall be settled by and between the duly authorized representatives of the Employer and the Union.

Section 2. In the event of a grievance, it shall be processed as follows:

Step 1. All grievances must be in writing and must specify the contract provision that is alleged to have been violated, the issue being grieved, and the relief sought. All grievances must be delivered by the Union to the Employer's People Strategy Manager or their designee no later than fifteen (15) business days from the date that the facts giving rise to the grievance were known to the grieving party or should have been known to the grieving party with the exercise of due diligence. Authorized representatives of the parties shall meet to discuss the grievance within ten (10) business days of receipt of the grievance. In the event the grievance is not satisfactorily settled, the grievance may be moved to Step 2.

Section 2. Promotions

Step 2. The Union and the Employer shall meet to discuss the grievance within ten (10) business days after the Step 1 meeting or the Step 1 deadline if the meeting does not occur. In the event the grievance is not satisfactorily settled, the grievance may be moved to Step 3.

Step 3. The Union and the Employer shall meet to discuss the grievance within ten (10) business days of the Step 2 meeting or the Step 2 deadline if the meeting does not occur. In the event the grievance is not satisfactorily settled, the grievance may be submitted to arbitration by either the Union or the Employer by filing a written demand with the Federal Mediation Conciliation Service (FMCS). If the demand for arbitration is not filed within thirty (30) business days following the Step 3 meeting, the grievance will be deemed waived and the arbitrator shall have no authority to hear or decide it.

Section 3. The party submitting the grievance to arbitration shall request a list of arbitrators from the FMCS consisting of seven (7) arbitrators, from which an arbitrator shall be selected by alternately striking names until one name remains. The first strike shall be determined by a coin flip.

d Section 4. The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the Arbitrator shall be in writing and shall be final and binding upon the parties hereto and all fees and expenses of the FMCS and the Arbitrator shall be borne equally by the Union and the Employer.

Section 5. Any time limits may be extended by mutual agreement, set forth in writing and signed by the parties.

ARTICLE XXV NO STRIKE/NO LOCKOUT

The Employer shall not cause, permit or engage in any lockout of its employees during the term of this Agreement.

Neither the Union nor its members, officers, agents or representatives will participate in, engage in, instigate, authorize, cause, or sanction any of its members to participate in or engage in any sit-down, slowdown, work stoppage, boycott, picket, or strike of any kind during the term of this agreement.

Section 2. Promotions

**ARTICLE XXVI
SUBCONTRACTING**

The Employer shall not engage contractors or temporary employees for the purpose of eroding the bargaining unit.

Temporary Work. Temporary employees are employees hired by the Employer to work for a defined period of time.

The Employer may hire temporary employees to fill open bargaining unit positions for up to six (6) months. The temporary employee's employment may be extended for up to an additional three (3) months upon mutual agreement.

**ARTICLE XXVII
SUCCESSORS**

In the event the Employer's covered operations are sold to a third-party or merged with another entity that results in a change-in-control, upon execution of a confidentiality agreement, the Employer shall provide written notice to the Union a minimum of forty-five (45) calendar days in advance of the effective date of such sale, or as much notice as is practicable under the circumstances. The notice shall include the name and address of the prospective purchaser/acquirer and/or their designated agent. Upon request by the Union, the parties shall bargain the effects of any changes due to such sale or merger.

The Employer shall not use any sale or merger for the purpose of evading obligations under this Agreement.

**ARTICLE XXVIII
TERM OF AGREEMENT**

The term of this agreement is from February 16, 2024, through and including February 15, 2027.

ACCEPTED AND AGREED:

OPEIU/N.U., AFL-CIO

NAVA PBC

Section 2. Promotions

By: _____

By: _____

Date: _____

Date: _____

By: _____

By: _____

Date: _____

Date: _____

APPENDIX A

Organization	Job Titles
BizOps	Business Operations Specialist
BizOps	Jr Contracts Administrator
BizOps	Office Operations Associate
Comms	Communications Associate
Comms	Editorial Associate
Design	Communications Designer
Design	Content Strategist
Design	Design Frontend Engineer
Design	Designer/Researcher
Design	Designer/Researcher, Developer Experience
Design	Frontend Designer
Design	Principal Content Strategist
Design	Principal Design Frontend Engineer
Design	Principal Designer/Researcher
Design	Senior Communications Designer
Design	Senior Content Strategist
Design	Senior Designer/Researcher
Engineering	Data Engineer
Engineering	Frontend Developer
Engineering	Infrastructure Engineer
Engineering	Infrastructure Engineer Jr.
Engineering	Infrastructure Engineer, MAG

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Engineering	Infrastructure Operations Engineer
Engineering	Lead Security Engineer
Engineering	Network Engineer
Engineering	Network Manager
Engineering	Principal Infrastructure Engineer
Engineering	Principal Software Engineer
Engineering	Security Engineer
Engineering	Senior Design Frontend Engineer
Engineering	Senior Developer Evangelist
Engineering	Senior Infrastructure Engineer
Engineering	Senior Network Engineer
Engineering	Senior Software Engineer
Engineering	Site Reliability Engineer
Engineering	Software Engineer
Engineering	Software Testing Engineer
Engineering	Splunk Engineer, SME
Engineering	Support Operations Engineer
Engineering	Technical Business Analyst
Engineering	Technical Support Engineer
Product	Principal Product Manager
Product	Product Manager
Product	Senior Product Manager
Project	Principal Project Manager
Project	Project Manager
Project	Senior Project Manager
Recruiting	DEI Sourcer
Recruiting	Senior Talent Acquisition Sourcer
Recruiting	Talent Acquisition Sourcer
Recruiting	Technical Sourcer

Section 2. Promotions

Employees with a job title on Appendix A who are assigned to a contract lead role, shall be covered by the letter dated February 6, 2024.

Section 2. Promotions