

## **CWA/EveryAction Tentative Agreement**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of [\_\_\_\_]ber], [2022] by and between EveryAction Inc. (hereinafter referred to as the “Company” or “Employer”) and the Communications Workers of America, AFL-CIO and its Locals 1400, 2336 and 13000 (collectively hereinafter referred to as the “Union” or “Local”).

### **Article 1 Recognition**

The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of work and working conditions. Included in the bargaining unit are those positions listed in the attached Recognition.

### **Article 2 Union Security**

**Section 1.** No later than thirty (30) days following the effective date of this Agreement, each employee in the bargaining unit shall, as a condition of ongoing employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

**Section 2.** Each employee in the bargaining unit who becomes employed after the effective date of this Agreement shall, on or after the thirtieth (30<sup>th</sup>) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues. The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

**Section 3.** During the orientation of new hires, each party will bring to the attention of new employees the relationship between the parties. The Union Representative may speak with new hires regarding its status as exclusive representative of the employee for a reasonable amount of time (up to 1 hour) and shall suffer no loss in wages for time spent while in the meeting.

### **Article 3 Payroll Deduction of Dues**

**Section 1.** The Company agrees to make collections of Union dues each pay period through payroll deductions from the employee’s pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company. The payroll deduction information shall include new employees entering the bargaining unit and notification of current bargaining unit members who have left the bargaining unit. The authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis by the final working day of the subsequent month and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction. On the first of

the month or the next regular business day, the Company shall notify the Locals of the names, addresses, wage rates of new hires. The Union shall notify the Company as to which Local the employee associated with.

**Section 2.** The Company shall bear the full cost of dues deduction as set forth in Section 1, except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union. The Company shall not be liable to the Union by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than constituting actual deductions made from the employee's wages earned; provided that the Company will endeavor, where necessary, to collect for the make-up of missed union dues

**Section 3.** The Union shall indemnify and hold the Company harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Company under the provisions of this Article.

#### **Article 4 Management Rights**

**Section 1.** Except to the extent expressly modified or restricted by a specific provision of this Agreement, the Company reserves and retains all of its management rights as such rights existed prior to this Agreement and nothing herein shall be construed to limit the Company's exclusive right to manage its facilities and direct its workforce. The rights of management include, but are not limited to: to plan, direct, and control operations; to determine when and where work is to be performed; to direct the work force including the right to transfer, to assign duties to bargaining unit employees and determine job content; to determine the size of the work force and to hire, layoff, and promote bargaining unit employees; to determine the qualifications of bargaining unit employees and to select bargaining unit employees; to establish, modify, eliminate, and enforce compliance with all Company policies, including but not limited to rules, regulations, and handbook or other written performance or conduct standards; to develop and implement performance management/evaluation programs; to discipline, suspend, demote or discharge probationary bargaining unit employees; to discipline, suspend, demote or discharge non-probationary bargaining unit employees for just cause; to plan, direct, control, subcontract, continue, discontinue, sell, close, or relocate all or any part of the organization; to determine and change the method and manner of operations and the number of bargaining unit employees necessary to perform such operations; to expand, reduce, alter, combine, transfer, assign, or cease any job, job classification, department, or operation; to introduce or change technology; and to establish and change working shifts and schedules.

**Section 2.** Non-bargaining unit employees shall be permitted to perform bargaining unit work as long as this does not result in the loss of current or future bargaining unit positions and/or layoffs.

## **Article 5 No Strike – No Lockout**

**Section 1.** Since this Agreement provides for the orderly and amicable adjustment and settlement of any and all disputes, differences, complaints and grievances there shall be no resort to strikes, slowdowns, picketing, boycotting, interruption or interference with work or stoppage of work by the Union or the employees nor any lockout by the Company of any employee or group of employees.

**Section 2.** In the event of an unauthorized strike, etc. the Union will immediately upon knowledge of such strike, etc. endeavor to secure a return of the strikers to work to the end that the dispute may then be settled peaceably in accordance with the procedures set up herein. Any employee engaging in such activities in violation of this Section shall be subject to disciplinary action or discharge.

## **Article 6 Union Representation**

**Section 1.** The Local Unions shall designate, and keep the Company informed of, the names of individuals employed by the Company who are designated as Union Stewards / Representatives (hereafter, "Stewards/Representatives"). The Company reserves the right to confirm with the Local Union at any time which employees are the current Local Union stewards/representatives.

**Section 2.** The Company shall allow access to their workplace(s) to Union representatives not employed by the Company for the purpose of conferring with management and employees. The Union agrees, when possible, to give the Company at least twelve (12) hours' advance notice of its intent to visit the workplace facility, unless there are emergency circumstances.

**Section 3.** The Company shall provide each of the Local Unions with a Confluence page.

**Section 4.** Union Stewards / Representatives shall be granted time off with pay when attending grievance meetings and disciplinary meetings with management during working hours. It is understood that other Steward / Representative activities will be conducted outside of working hours unless circumstances do not permit, in which case the Steward / Representative will make every effort to minimize the invasion of work time.

**Section 5.** The Company will allow four bargaining unit members time off with pay to attend negotiations for a successor Agreement.

**Section 6.** Each Local Union has the right to request that any two (2) bargaining unit members take unpaid time off for union activities for up to 5 business days per calendar year (taken in full-day increments), upon 7 days' written notice. The Company has the discretion to deny the request when business needs warrant. Any additional requests will not be unreasonably denied.

## **Article 7 Discipline and Discharge**

**Section 1.** An employee shall be subject to discipline for just cause.

**Section 2.** The Company shall provide a written notice to the Local Union President or designee of disciplinary actions taken against an employee rising to the level of a written Performance Improvement Plan or greater prior to such action.

**Section 3.** Newly hired employees shall have a probationary period of six (6) months. During the probationary period, an employee may be disciplined or discharged for just cause but any discipline or discharge during the probationary period shall not be subject to Article 9, Arbitration.

**Section 4.** Employees shall have a Union representative present during all investigatory meetings at which the employee is present and the subject of an investigation that may lead to that employee's discipline, unless the employee objects. The Union representative may be of the employee's choosing, within each Local, unless having a particular individual's attendance would hinder or significantly delay the investigation. Regular course one-on-one meetings between managers and an employee will not be considered an "investigatory meeting" for purposes of this Section and employees will not be permitted to have a Union representative present during such meetings.

## **Article 8 Grievance Procedure**

### **A. Purpose**

**Section 1.** The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

### **B. Definition**

**Section 1.** A "grievance" is an allegation that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

### **C. Steps of the Grievance Procedure**

**Section 1.** Step One: (a) Within thirty (30) calendar days after the occurrence of the alleged violation or after which the Local knew or should have reasonably known of the violation, the applicable Local Steward / Representative shall submit a written grievance to the 1<sup>st</sup> level supervisor, citing the alleged violations including the contract provision that applies.

(b) Human Resources shall schedule and attend a grievance meeting to review the matter with the applicable Local Steward / Representative and the designated Union Business Agent (or his/her/their designated alternate) within seven (7) calendar days of receiving the written action. Human Resources shall render its written determination within fourteen (14) days after the meeting.

**Section 2.** Step Two: (a) In the event the grievance is not resolved through Step One, then within twenty-one (21) calendar days following the receipt of the written

determination of Human Resources, the matter may be submitted, in writing, to the General Manager of EveryAction (or his/her/their designated alternate).

(b) The General Manager of EveryAction (or his/her/their designated alternate) shall schedule a grievance meeting to review the matter with the applicable Local Steward / Representative and the designated Union Business Agent (or his/her/their designated alternate) within fourteen (14) calendar days after the receipt of the written grievance. The General Manager of EveryAction (or his/her/their designated alternate) shall render his/her/their decision, in writing, within twenty-one (21) calendar days after the meeting.

**Section 3.** Any grievance not settled by the duly authorized representatives of the Union and the Company shall, at the option of either party, within forty-five (45) calendar days of the decision at Step Two, submit a written notice of intention to arbitrate to the other party. In the event that the time limits set forth in this Article [8] are not adhered to, then the grievance shall be barred and there shall be no right to arbitration. The Company and the Union may extend the time limits set forth in this Article [8] by mutual agreement.

**Section 4.** The grievant shall be allowed time to attend their grievance meeting. If the grievant is employed by the Company at the time of the grievance meeting, the time spent in the grievance meeting will be paid.

## **Article 9 Arbitration**

**Section 1.** If the grievance is properly appealed to arbitration, the parties shall as expeditiously as possible to endeavor to agree upon the impartial chairperson from arbitration lists supplied by the American Arbitration Association. If the parties are unable to agree upon an arbitrator, the parties shall follow AAA's appointment process from the national roster in order to determine which arbitrator shall serve.

**Section 2.** The decision of the arbitrator shall be final and binding on the Company and the Union without either party waiving its right to a court review. The arbitrator shall have no authority to expand the grievance beyond the written grievance the parties have submitted for arbitration. The arbitrator shall only have the authority to determine whether the Company or the Union has violated a specific provision of this Agreement. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or imply things into the provisions of this Agreement, or impose upon any party hereto a limitation or obligation not provided for in this Agreement.

**Section 3.** The fees and expenses of the arbitrator, including transcripts (if transcripts are agreed upon), shall be shared equally by the Company and the Union.

## **Article 10 Separability**

**Section 1.** Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof.

**Section 2.** In the event that any portion of this Agreement is held illegal as above-mentioned, the parties agree to meet promptly in order to agree upon a proper and legal substitute.

## **Article 11 Contract Labor**

**Section 1.** Should the Company require an independent contractor to provide services on a full-time basis for longer than six (6) months, and the Company intends to continue to utilize any individual for the same services, the Company will hire the employee and the position will be added to the bargaining unit if applicable in accordance with Article 1, Recognition.

**Section 2.** The Company will notify the Union each quarter of all contractors doing bargaining unit work, the scope of the work and the anticipated duration, and will respond to questions from the Union regarding the contractors and meet with the Union as needed.

**Section 3.** Contracting of work shall not result in the reduction of bargaining unit employees or the loss of current or future bargaining unit positions and/or layoffs.

## **Article 12 Diversity, Equity, and Inclusion**

**Section 1.** Neither the Company nor the Union shall discriminate against any employee covered by this Agreement or any applicant for hire into the bargaining unit on the basis of race, color, religion, sex (including pregnancy, childbirth or related medical condition), gender identity, sexual orientation, national origin, ancestry, age, disability, veteran status, union activities or sympathies, or any other characteristic prohibited by law.

**Section 2.** The Company will make a demonstrable effort to recruit from historically underrepresented or marginalized groups, i.e., minority networking associations and the career centers at HBCU's.

**Section 3.** When the Company controls access to bathrooms, the Company will ensure that all employees are welcome to use the restroom that best fits their identity.

**Section 4.** Within 6 months of ratification of this Agreement, the Company will establish a Diversity Committee that will meet each quarter.

### **Article 13 Seniority**

Seniority (or “tenure”) shall be defined as the length of an employee's service with the Company (inclusive of service with the Employer's predecessor or successor) in a position covered by this Agreement. If more than one (1) employee has the same seniority date, a lottery-like drawing will be conducted and witnessed by a Union officer.

### **Article 14 Scheduling**

**Section 1.** With the exception of probationary employees, who shall be scheduled at the discretion of management, seniority will govern when regular schedules and hours are established by a department or work group. When regular schedules or hours require varying levels of skill sets and when those skill sets are equal, seniority shall prevail. Work schedules will be posted five (5) weeks prior to the effective date of schedule.

**Section 2.** Assignment of work schedules as set forth above will be completed in the following order: regular full-time, regular part-time, temporary full-time and temporary part-time.

### **Article 15 Job Postings**

**Section 1.** The Company shall make all new or open EveryAction job postings public. Within six (6) months of the effective date of the Agreement, internal-facing job availability shall be public within the Company and posted with two (2) weeks' notice for interested employees to apply, the timing of which can be concurrent with an external posting. Job postings shall include the pay bands, required qualifications, physical requirements of the job, and job descriptions. The Company will give a preference to internal candidates over external candidates. The Company shall consider bargaining unit members who apply for such openings based on qualifications demonstrated performance, although seniority will prevail with all things equal.

### **Article 16 Establishment of New Titles**

**Section 1.** In the event that the Employer creates a new non-supervisory EveryAction job title in the bargaining unit, it shall give the Local Union notice of the new title and the wage it has established for the title. The Union shall have fourteen (14) days from the date of the notice to request and bargain over such wage.

## **Article 17**

### **Conditions of Employment**

**Section 1.** Employees shall not be required to install software on Company devices that is used for the purpose of monitoring keystrokes or generating visual or audio data from cameras or microphones.

**Section 2.** With respect to primary candidates:

When engaging in any political or partisan activities, it is imperative that employees make clear to candidates, political parties, advocacy organizations, and other volunteers that the employee's activity in no way represents the Company. Extreme care should be taken to ensure that personal political beliefs and affiliation are not construed as official Company endorsements, and that personal political activities are not perceived as a service offered by the Company.

Employees may not contribute to or take any public role with any campaign involved in a legitimate Democratic primary campaign, since it or its primary opponents may be a Company client, without prior approval from the Executive team.

Company time, premises, or assets may not be used in Employee's personal political activities.

Employee contributions or donations to, or purchase of tickets to a fundraising event for, a campaign, PAC, or 527 are not reimbursable by the Company as out-of-pocket expenses.

Personal political activity, such as door knocking, standouts, phone/text banking, etc., is generally done outside of regularly scheduled work hours. Employees may use accrued personal leave to participate in political activities; if no accrued personal leave is available, the Company may, at its sole discretion, grant unpaid leave for political activity.

If employees want to represent the Company at a political event or conference, prior approval must be requested from management and employees must follow Company policy for representing the Company in a public venue.

Serving as a volunteer officer, director, or manager, or any type of paid position for a campaign, PAC, or 527 may present a perceived conflict of interest for both an employee and the Company. Therefore, any employee contemplating this level of political involvement must receive prior approval from management.

If an employee becomes a candidate for political office, the employee must notify their supervisor as soon as possible and negotiate a reduction in work responsibilities or leave of absence, as needed.

**Section 3:** Prior to any background checks or credit checks being conducted, the affected employee(s) must give consent. Employees who fail to provide consent may face discipline. For current employees, no discipline shall be incurred as a result of these checks so long as the employee can be moved into another open role for which the employee is qualified and for which the employee meets the client's background check criteria. All results of such checks will be available to the employee in a timely fashion.



## **Article 18 Employee Handbook**

**Section 1.** The policies and benefits set forth in the EveryAction Employee Handbook shall apply to bargaining unit members on the same terms and conditions as set forth in the Handbook, except where this Agreement specifies otherwise. Nothing shall preclude the Company from modifying, changing, or eliminating the policies set forth in the Handbook provided that such change applies to all applicable employees of the Company.

## **Article 19 Term of Agreement**

Three-year term of Agreement.

## **Article 20 Layoff, Severance & Recall**

**Section 1.** No bargaining unit employee shall be laid off while full-time (30 hours or more per week) contractors are performing the same or similar job.

**Section 2.** In the event of a reduction-in-force during the term of the collective bargaining agreement shall receive the following severance benefits:

1. Up to one (1) year of service: three (3) weeks of severance and two (2) months of COBRA premiums paid by the Company for employee-only healthcare coverage.
2. Greater than one (1) year of service: Three (3) weeks of severance plus two (2) weeks additional for each full year, up to a maximum of eight (8) weeks of salary and three (3) months of COBRA premiums paid by the Company for employee-only healthcare coverage.

**Section 3.** Any employee who is laid off shall be placed on a recall list and shall be eligible for recall to the bargaining unit position from which they were laid off or to another open position for which the employee is qualified for a period of six (6) months. If the employee is offered a position and turns down the offer for recall, they shall be removed from the recall list.

## **Article 21 Bereavement Leave**

When a death occurs in the immediate family of a regular, full-time employee, he/she may be provided with up to three (3) days of paid bereavement leave. You should promptly notify your supervisor when you require bereavement leave. With supervisory approval, accrued personal leave or leave without pay may be used to extend the bereavement leave period.

The Company defines "immediate family" as your spouse or significant other with whom you share living quarters, and you or your spouse's/significant other's parent, child, sister, brother, or grandparent. Bereavement pay is calculated based upon your base pay rate at the time of absence and will not include any special forms of compensation such as incentives, commissions or bonuses.

Employees who request bereavement leave for deaths other than in the immediate family must use personal leave or take leave without pay.

## **Article 22 Neutrality**

The Employer and the Union believe that collective bargaining is a human right of all employees. The Parties also believes that employee voice and choice is important. The Employer does not intend to make a decision on behalf of employees regarding union membership. Therefore, the Employer agrees to the following principles:

- The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.
- The Employer will remain neutral when covered employees express interest in joining union efforts.
- Covered employees will be able to discuss the union freely with fellow employees and union representatives during non-working time.
- Employees may choose not to disclose their decision to join a union.
- The Employer and the CWA will discuss the process for recognition for any new Employer bargaining unit or an accretion to any existing Employer unit.

The Employer and the CWA will work together to reach an agreement when any issues arises.

## **Article 23 Paid Time Off**

**Section 1.** The provisions in Section 1 shall be in effect until December 31, 2022.

The Company provides paid leave to all full-time, regular employees. Full-time employees, who are regularly scheduled to work at least 30 or more hours per week, accrue paid leave on a pro-rated basis to the number of hours worked. Part-time employees who are scheduled to work less than 30 hours per week are not eligible to accrue paid leave. During the first 90-days of employment, PTO is not accrued, and leave may not be taken, except in the case of illness or with prior approval. However, employees will receive a front-loaded 24 hours of PTO on the first day of employment, for use in the case of illness during the introductory period. After completion of the introductory period, new employees will be credited with 26 hours of PTO, and accrual of 8.33 hours per pay period will commence.

Employees accrue PTO based on paid hours worked (i.e., no accrual will occur in any pay period when leave without pay is taken). The annual accrual for full-time regular employees is 25 days (200 hours). No more than 320 hours may be accrued; this maximum will be prorated for eligible parttime employees.

Planned personal leave for vacations or personal business must be approved by an employee's supervisor in advance. Due to the nature of our business, personal leave may not be approved during campaign finance report filing periods and during high-volume non-profit fundraising periods for those employees who are considered essential to supporting our clients, even if indirectly. The specific blackout periods may change from year to year and team to team, but in general, these periods may include the entire month of January, the first two weeks of April, the first two weeks of July, the first two weeks of October, the two weeks immediately preceding a general election, Giving Tuesday, and certain days in December when end-of-year fundraising is conducted. Similarly, personal leave will not generally be approved during the last four

months of a national election in the U.S. for those employees who are considered essential to supporting our clients, even if indirectly. Department heads are responsible for notifying their staff of blackout periods relevant to their work.

A written request for time off should be submitted at least one month prior to a planned personal leave. Occasionally, it may be necessary for employees to take unplanned leave (for illness or other emergency) or a leave with short notice (for a medical appointment). When this happens, employees must notify their supervisor as soon as possible about the reason for taking time off and the length of time away from work. Whenever possible, employees should also notify their co-workers in advance about time away from work and if possible, make a notation in the online office calendar if the employee's team uses one.

Planned paid personal leave for vacations or personal business will not typically be approved before it is earned.

Employees who leave the Company after successfully completing their first 90 days of employment will be paid out any accrued leave. This leave will be paid in the employee's final paycheck. Employees who leave and have used more leave time than they have earned will have the appropriate amount deducted from their final paycheck.

**Section 2.** Effective January 1, 2023, employees shall move to the below unlimited Flexible Time Off policy. No new or additional paid time off will be accrued effective January 1, 2023. Employees will draw down their PTO bank in effect on January 1, 2023, as they use flexible time off. Employees who leave their employment prior to using all previously accrued and banked PTO will be paid out the PTO balance upon separation of employment.

## **Flexible Time Off (FTO) Policy**

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### **Overview**

Our unlimited flexible time off policy allows employees to take as much leave as they need. Employees need time to rest and enjoy themselves outside work. Putting a cap on this important time doesn't help our efforts to achieve high levels of employee satisfaction and productivity.

We believe that work-life balance and wellness is an important aspect of our culture. Work volume changes, customer needs and project deadlines can be demanding. Having time to enjoy a vacation, connect with friends and family, self-care, and even personal development, will help you to bring your best self to work. Our desire is to provide employees the flexibility to take time off as they need, while still being able to accomplish their goals.

Effective January 1, 2023, all eligible U.S. employees will participate in the Flexible Time Off Program. Employees who previously received Paid Time Off (PTO) will have their accrued PTO balances frozen effective December 31, 2022, and will no longer accrue any PTO time. These employees will draw down their PTO balances as they utilize Flexible Time Off.

Any PTO time that was accrued prior to January 1, 2023, but not used or drawn down at the time of an employee's separation from employment will be paid out to the employee. The accrued PTO balance can be drawn down until exhausted and cannot be used to extend employment or postpone the termination date.

## Scope

Regular full-time employees who work at least thirty (30) hours per week are eligible  
Regular part-time employees, who work at least twenty (20) hours per week are also eligible.

Temporary employees and employees hired on a seasonal basis are not eligible but instead will be eligible for sick leave.

## Policy

- The company doesn't limit the amount of FTO employees can take. This will help employees avoid exhaustion and ensure they have some time to clear their minds from their work duties. If the department denies any requested FTO, the manager will work with the employee within two weeks to reschedule the requested FTO for a time that is acceptable for both the employee and the Company. If the FTO request is received during a high-volume time (including at the end of a quarter, or during filing deadlines, elections, Giving Tuesday, and End of Year), the manager will have three weeks to work with the employee to reschedule the requested FTO. Mental health and work-life balance is an important part of our culture thus the company will send periodic notices to employees as a reminder to take time off.
- The company will track flexible time off for all employees to ensure that employees don't take time off that compromises their performance.
- Employees don't accrue time-off so the company will not compensate unused leave upon separation.
- Except as set forth herein, this policy does not apply to any leave of absence, including statutory leaves of absence, where employees are not expected to perform work during the absence period. This includes, but is not limited to, leave under the Family and Medical Leave Act, the Americans with Disabilities Act, or any other state law of similar impact. The policy also does not cover time away from work that is covered by Workers Compensation, Bonterra's Short-Term Disability and Long-Term Disability Plans, or by a state administered wage replacement plan, like state disability insurance or paid family leave. To ensure compliance with any state or local paid sick leave requirements, to the extent not fully covered by any other paid leave statute or plan, the first two weeks of any statutory leave of absence will run concurrent with FTO.
- All eligible employees are to submit FTO requests via Workday or notify immediate manager if unable to access the Workday system.
- Employees will continue to be paid their regular base salary or hourly rate during their approved FTO. For non-exempt employees, FTO is not considered hours worked for purposes of calculating overtime.
- To the extent an employee wants to take FTO, they will be allowed to do so with pay, subject to the approval of their manager, with the exception of illness or emergency which does not need approval.
- Approved Flexible Time Off will not be used for purposes of discipline or in performance reviews. Notwithstanding anything contained in this policy, employees whose work performance is unsatisfactory will be subject to appropriate performance discussions, and potentially, disciplinary action.
- FTO is separate from company-designated holidays.

## **Procedure**

Employees must:

- Avoid taking time off that negatively impacts their job and the company.
- Notify their supervisors at least two weeks in advance of any FTO requests of 5 consecutive days or more.
- Enter all FTO requests in Workday.

Managers must:

- Approve FTO in accordance with Company or Department needs.
- Not unreasonably deny FTO requests.
  - Document all denials of FTO requests with reason for denial
- Work with the employee, within two weeks (or three weeks for requests made during high volume times), to reschedule the requested FTO for a time that is acceptable for both the employee and the Company if FTO is reasonably denied.

Manager and Employee shared responsibilities:

- Communicate and collaborate to ensure everyone takes leave without disrupting operations.
- Delegate, postpone or otherwise manage projects that will be affected by time off.

Manager may NOT reject FTO leave requests for any of the following reasons:

- To discipline employees
- To force employees to fulfil duties that aren't urgent.
- To approve leave for another employee who made a later request.
- Staff shortages that have lasted in excess of 60 days.

Both employees and managers should use good judgement and adhere to company policies when requesting/approving time off. Effective communication between team members is vital to make this policy work for everyone.

## **Article 24 Parental Leave**

The Company provides paid parental leave ("PPL") to employees. In administering this policy, the Company does not discriminate on the basis of gender or sexual orientation. Parental leave (i.e. maternity/paternity/adoption leave) is a paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care. All full-time and part-time regular employees are eligible for this benefit after 6 months of service. Temporary employees are not eligible for PPL. PPL is not charged against the employee's other paid leave credits, and the amount of PPL available is based on tenure with the Company as follows:

- After 6 months and before two full years of service—12 weeks of 100% paid leave.
- After two full years of service—16 weeks of 100% paid leave.
- Holidays are included in the above week totals and cannot be added to the total amount of PPL taken.

While on PPL, the employee will receive his/her base salary or hourly rate multiplied by the number of hours the employee is regularly scheduled to work in effect at the time the PPL commences. In addition to base salary, employees who earn a commission will be paid an amount equal to the weekly average of the commissions earned over the previous 12 months. Employees will not be eligible to receive bonuses or other special compensation while on PPL.

Pregnant employees who are eligible for this policy and who experience pre-birth complications requiring leave from work may begin using their PPL prior to birth, as long as a doctor's note is provided to People Connect.

PPL may only be used once every 24 months. Employees who do not qualify for the full 16 weeks may use available accrued paid time off to supplement their PPL to a maximum of 16 weeks of paid leave. Employees who are eligible for the full 16 weeks may not supplement their PPL with accrued PTO. Flexible Time Off cannot be used to extend Parental Leave. These restrictions reflect an effort to be fair not just to employees using PPL, but also to their coworkers who are filling in for them while they're out.

The Company's paid PPL takes direction from federal Family and Medical Leave Act ("FMLA") guidelines: when both parents are employees of the Company, they are limited to a combined maximum of 16 weeks of PPL. The amount of PPL available will be determined based on employment tenure with the Company as of the first day leave is taken. In situations where both parents are employees of the Company, employment tenure for both employees will be determined by the employee with the greatest tenure.

#### *Continuation of Benefits*

Coverage under the existing group medical insurance plan will be continued during PPL under the same terms as if the employee continued work. If the Employee's group medical plan requires a premium co-payment, the employee must continue co-payments of all applicable premiums during PPL.

Retirement benefits will be continued during PPL under the same terms as if the employee continued work.

#### *Requirements for Obtaining Paid Parental Leave*

Employees are required to give supervisors at least three (3) calendar months' notice before taking PPL. The Company may consider PPL for an adoptive parent who provides less than three months' notice if the employee establishes that he/she received less than the requisite three month notice of placement of the child in his/her home. Before PPL is taken, the employee must notify People Connect to ensure that all personnel administration is completed.

Employees must take PPL in one continuous period of leave. Any unused paid parental leave will be forfeited. Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted towards the 12 weeks of available FMLA leave per 12-month period. All other requirements and provisions under the FMLA will apply.

### *Short Term Disability Insurance*

If applicable, the employee must apply to their state/city or company disability insurance benefits for any qualifying periods. Wage continuation during the PPL period will be reduced by the amount of any state/city or company disability insurance benefits dollars received. For example, California employees must apply to the state SDI program for partial salary reimbursement during periods of parental leave. They should then provide documentation to of these benefits to People Connect. The Company will pay the balance of the employee's salary.

### **Article 25 Sick Time**

Sick leave is only available to those part-time, temporary and seasonal employees (Sick Leave Eligible Employees) who are not eligible for Flexible Time Off. Sick leave may be used for work absences relating to illness/injury or medical care of the employee or a family member of the employee or for absences relating to domestic violence or sexual assault of the employee or a family member of the employee. Sick leave may also be used for any other reason identified in any applicable law or regulation providing for paid sick leave.

Sick Leave Eligible Employees will accrue 1 hour of sick leave for each 30 hours worked. Sick leave will begin accruing on the employee's first day of work, but may not be used until the employee has completed the 90-day introductory period. Sick leave accrual is capped at 7 days (56 hours of leave) per calendar year. Accrued but unused sick leave carries over each year but may not be cashed out upon separation of employment.

Sick Leave Eligible Employees converting to a schedule which will make them eligible for Flexible Time Off will forfeit any accrued sick leave.

Employees who are eligible for Flexible Time Off who convert to a schedule in which they will no longer be eligible for Flexible Time Off will begin accruing Sick Leave immediately. It is the Company's intent to comply with the letter and spirit of each state and local law governing paid or unpaid sick leave. To the extent this policy conflicts with any applicable law, the policy will be amended to ensure compliance.

### **Article 26 Healthcare**

**Section 1.** The Company shall make medical, dental, vision benefit plans available to eligible employees and their dependents. Eligibility for such benefit plans shall be determined by the requirements set forth in the applicable plan document. Benefits shall be made available to employees on the same terms and conditions as such benefits are made available to non-represented employees of the Company.

**Section 2.** Nothing herein shall prevent the Company from changing, amending, or modifying, including but not limited to restating or merging plans, changing third-party administrators or Company share of monthly premium costs, or discontinuing the benefits set forth in this Article without any further obligation to bargain with the Union, provided the Company has changed, amended, modified or discontinued such benefits for its non-represented employees on the same basis as bargaining unit employees.

**Section 3.** Employees who (i) earn less than \$75,000 in base salary annually; (ii) have elected Employee-Only coverage under the Company's PPO plan by October 1, 2022, and (iii) who continue to elect Employee-Only coverage under the Company's PPO plan for year 2023, will receive a monthly stipend of \$90 starting in January 2023 through December 2023 to help offset the increased premium costs.

**Section 4.** Employees who (i) earn less than \$75,000 in base salary annually; (ii) have elected Employee-Only coverage under the Company's PPO plan by October 1, 2022; and (iii) who continue to elect Employee-Only coverage under the Company's PPO plan for year 2024, will receive a monthly stipend of \$60 starting in January 2024 through December 2024 to help offset the increased premium costs.

**Section 5.** Employees who (i) earn less than \$75,000 in base salary annually; (ii) have elected Employee-Only coverage under the Company's PPO plan by October 1, 2022; and (iii) who continue to elect Employee-Only coverage under the Company's PPO plan for year 2025, will receive a monthly stipend of \$30 starting in January 2025 through December 2025 to help offset the increased premium costs.

**Section 6.** The Company agrees to send all employees a benefits survey at least one time per year. The Company agrees to meet with the Union to discuss the results of the benefits survey and to discuss the healthcare benefits plan within 30 days of the Company receiving the results of the survey, but no later than June 30 of any year.

## **Article 27 Hours Worked**

**Section 1.** The Company observes an official, regularly scheduled work week of 40 hours, consisting of five consecutive eight-hour days beginning on Monday and ending on Friday. Employees may be assigned a schedule that deviates from the standard workweek or may be approved to work a flexible schedule. Any change in an employee's established schedule must be approved in advance by an employee's immediate supervisor. Due to the nature of the Company's business, some employees may be required to work or be on call at night or on the weekends. If an employee works a significant number of night or weekend hours, the employee may request temporary flexible scheduling in order to normalize their workweek, provided adequate coverage of responsibilities is maintained.

**Section 2.** Employees may work an optional four-day forty (40) hour work week, up to once each month, at the discretion of the employee's manager.

## **Article 28 On-call Rotations**

For each weekend day (Saturday/Sunday) or holiday that an employee is on-call, the employee will receive, at minimum, an additional \$100.00.

The company shall rotate on call duties, amongst qualified employees, within the department by seniority.



## **Article 29 Holidays**

All full-time, regular employees and part-time employees regularly scheduled to work 30 or more hours per week will be eligible to be paid for the following holidays: Presidents' Day, Cesar Chavez Day, Self-Care Day, Memorial Day, Juneteenth, Independence Day, Women's Equality Day, Labor Day, Indigenous People's Day/World Mental Health Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day.

Martin Luther King Jr. Day will also be a holiday for all eligible staff as defined above. This holiday will be observed on the day designated by the federal government with the exception of any staff needed for compliance filings. If an employee is required to work on this day, they will receive 1 compensatory day. The Company encourages employees to observe this as a "Day On" by volunteering in the community.

Due to the nature of our business, some federal holidays that are near FEC filing deadlines or a general election are NOT observed as company holidays.

Five of these holidays (Presidents' Day, Self-Care Day, the day after Thanksgiving, Christmas Eve, and Christmas Day) are designated as floating holidays that can be used on other days for employees who do not observe these specific holidays. While employees are welcome to work on those holidays, the Company will officially be closed. Employees using these floating holidays on days other than the five holidays listed above must notify their managers of their plans.

Beyond these floating holidays, management will attempt to make reasonable accommodations for employees observing cultural or religious holidays other than those observed by the Company. Accommodations may include allowing employees to work on Company-observed holidays in exchange for unobserved holidays off, using accrued personal leave, or taking leave without pay.

Employees who take leave without pay on either the working day immediately preceding or following a holiday will not be eligible for holiday pay.

Employees may not begin or end their employment on a paid holiday unless they are actually working on that day. Terminating employees who are not returning to work after a holiday are not eligible for holiday leave pay.

## **Article 30 Travel**

Any travel required by the Company shall be at the Company's expense as set forth and detailed in the Company's Travel and Reimbursement policy.

Employees may request that their Company-related known and pre-approved travel expenses be pre-paid by the Company. Reimbursements for any out of pocket additional costs will not take any longer than two pay periods. Approval of pre-payment of the travel expenses will not be unreasonably denied by the Company.

Notice will be given to an employee no less than 15 days prior to the beginning of the travel period unless there are unexpected or emergency circumstances preventing earlier notice, but the Company will endeavor to advise the employee as soon as possible.

## **Article 31 Work From Home**

The Company shall provide the equipment needed to perform an employee's job duties from a remote location. If an employee requires additional equipment to perform their job duties, the employee may request the additional equipment from their manager. Requests for additional equipment that is required to perform the employee's job duties shall not be unreasonably denied.

If an employee requires alternative or additional equipment as a reasonable accommodation for a disability, the costs of the Company-approved accommodation will be paid for by the Company.

Cameras, if installed on Company computers or equipment, will not be used for monitoring employees.

Except as set forth below, all EveryAction employees shall be eligible for remote work unless orientation, onboarding, training, or other circumstances require on-site participation; certain roles may require in-office presence more than others.

In addition to the foregoing, BDRs, SDRs and Senior Principals, Inside Sales who live within 30 miles of an open office may be required to work up to three days in the office on Tuesdays, Wednesdays, and/or Thursdays of each week. Such employees shall work a schedule of 9:00 am EST to 5:30 pm EST, regardless of location.

If the Company enacts a remote work expense or utility reimbursement policy for non-union employees, it will apply the same policy to union employees.

## **Article 32 Wages**

**Section 1.** Effective January 1, 2023, employees shall receive a base salary increase of three percent (3.0%). Effective January 1, 2024, employees shall receive a base salary increase of three percent (3.0%). Effective January 1, 2025, employees shall receive a base salary increase of three percent (3.0%).

**Section 2.** Effective as of September 16, 2022, the Company agrees that the base pay for all bargaining unit positions shall be no less than the minimum set forth in attached Exhibit A.

**Section 3.** Employees may also receive annual performance-based merit increases in the sole discretion of the Company.

**Section 4.** Bonterra incentive bonus plan to be effective January 2024.

**Section 5.** Each employee is eligible to participate in a 401(k) Plan that will be provided by the Company. Should the 401(k) Plan benefits change, 401(k) benefits shall be made available to union employees on the same terms and conditions as such benefits are made available to non-represented employees of the Company.

**Section 6.** Employees shall be eligible to participate in the Bonterra Employee Equity Program on the same terms and conditions as non-represented employees.