



Collective Bargaining Agreement

Between

CWA Local 1101

And

Sole Strategies

Effective: March 15th, 2022, thru
March 15th, 2023

ARTICLE I.	RECOGNITION	2
ARTICLE II.	UNION SECURITY	3
ARTICLE III.	PAYROLL DEDUCTION OF DUES	3
ARTICLE IV.	MANAGEMENT RIGHTS	4
ARTICLE V.	NO STRIKES OR LOCKOUTS	5
ARTICLE VI.	DISCIPLINE AND DISCHARGE	6
ARTICLE VII.	GRIEVANCE PROCEDURE	6
ARTICLE VIII.	ARBITRATION	8
ARTICLE IX.	UNION REPRESENTATION	8
ARTICLE X.	SEPARABILITY	9
ARTICLE XI.	SAFETY AND HEALTH.....	10
ARTICLE XII.	PAID LEAVES	11
ARTICLE XIII.	PTO AND SICK TIME	12
ARTICLE XIV.	HOLIDAYS	13
ARTICLE XV.	EXPENSES	14
ARTICLE XVI.	CONTRACTING OF BARGAINING UNIT WORK	14
ARTICLE XVII.	HOURS OF WORK.....	15
ARTICLE XVIII.	CONFLICTS OF INTEREST	16
ARTICLE XIX.	WAGES AND BONUS	19
ARTICLE XX.	- PROMOTIONS AND JOB DESCRIPTIONS.....	20
ARTICLE XXI.	- DIVERSITY, EQUITY, AND INCLUSION	21
ARTICLE XXII.	BENEFITS	22
ARTICLE XXIII.	ENTIRE AGREEMENT	22
ARTICLE XXIV.	TERM OF AGREEMENT	23
LETTER OF AGREEMENT (FIELD CANVASSERS)	25

Agreement

THIS AGREEMENT is made and entered into effective 3/15/2022 by and between Sole Strategies (hereinafter referred to as the “Company”, or “Employer”) and the Communications Workers of America, AFL-CIO and its Local 1101 (hereinafter referred to as the “Union” or “Local”).

Article I. Recognition

Section 1.01 Sole Strategies recognizes the Communications Workers of America and its Local 1101 as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment for all employees in the following job titles:

- Field Administrator
- Field Captain
- Call Time Manager
- Digital Marketing Specialist
- Email Marketing Specialist
- Graphic Designer
- Motion Graphic Designer
- Executive Assistant
- Field Canvasser
- Endorsement Specialist

Section 1.02 Excluded from the bargaining unit: All supervisors, managers, confidential employees, and guards, as defined in the National Labor Relations Act

Section 1.03 Establishment of New Titles – In the event that the Employer creates a new title in the bargaining unit, it shall give the Union notice of the new title and the wage it has established for the title. The Union shall have thirty (30) days from the date of the notice to request and bargain over such wages, benefits and or working conditions

Article II. Union Security

Section 2.01 Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Section 2.02 Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Section 2.03 The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

Article III. Payroll Deduction of Dues

Section 3.01 The Company agrees to make collections of Union dues bi-monthly 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. This 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.

Section 3.02 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.

Section 3.03 The Union shall indemnify and hold the Employer 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 Employer under the provisions of this Article.

Article IV. Management Rights

Section 4.01 Except as otherwise expressly limited by this Agreement, the Employer shall continue to have the exclusive right to manage the operation in all its phases and details. All inherent management functions and prerogatives that the Employer has not expressly modified or restricted by a specific provision of this Agreement will remain exclusively vested in the Employer. Such rights shall include, except as expressly limited by this Agreement, the right to determine staffing levels in its facilities; the right to plan and schedule work, including but not limited to determining the starting and quitting times and the number of hours and shifts to be worked; the right to direct and control operations and use all equipment and other property of the Employer; the right to maintain the efficiency and productivity standards; the right to hire, promote, demote, layoff, recall and transfer employees; the right to discipline or discharge employees for just cause; the right to introduce new methods or equipment; the right to establish and maintain work rules, policies and regulations covering the operations; the right to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service, including closure of any facility. It is understood that the foregoing list of rights is intended to be illustrative and not exclusive and therefore shall not be deemed to exclude other rights, powers and authority customarily exercised by management. The failure of the Employer to exercise any right or prerogative shall not constitute a waiver thereof, and the particular exercise of any right, discretion or prerogative shall not obligate the Employer to do the same in future situations.

Article V. No Strikes or Lockouts

Section 5.01 During the term of this Agreement and any extension of this Agreement:

- (a) The Employer shall not lock out its employees.

- (b) No strike shall be caused or sanctioned by the Union, or its members, and neither the Union nor any of its members or representatives, nor any employee, shall call, cause, authorize, instigate, participate in, aid, condone, encourage, ratify, or engage in any stoppage of work, sit-down, stay-in, or other strike, picketing, walk-out, or slowdown, or other interference with the Employers business, or publicize by any means whatsoever that the Employer is unfair (an individual's opinion posted on a social media platform shall not constitute a violation of this provision) or that there is a dispute between the Employer and any labor organization, or prevent or attempt to prevent, the access of any person to the Employers premises for any reason whatsoever, or interfere, or attempt to interfere, with the Employers clients, materials, equipment, or business for any reason whatsoever; and

- (c) The Union will not cause or engage in, nor will any employee take part in, any boycott directed against the Employer, its clients or services, or engage in any other economic action detrimental to the Employer.

Section 5.02 Neither the violation of any provision of this Agreement by either party hereto, nor the commission of any act by either party constituting an unfair labor practice shall excuse the Employer, the Union, any of its members or representatives, or any employee from their obligations under the provisions of Section 1 of this Article.

Section 5.03 In the event of any violation or violations of any provision of Section 1 of this Article by the Union, its members, or representatives, or by any employee:

- (a) Any such employee shall be subject to discipline, including discharge; and

(b) The Union shall, upon notice from the Employer, immediately direct such employee to resume normal operations immediately.

Section 5.04 In the event of any alleged violation or violations of any provision of Section 1 of this Article, either party hereto shall have the right to pursue any legal or equitable remedies with respect thereto to which it may be entitled in a court of competent jurisdiction.

Article VI. Discipline and Discharge

Section 6.01 An employee shall be subject to discipline for just cause; provided, however, that new hires shall serve a probationary period of ninety (90) calendar days, during which the Employer shall have the right to terminate the employee with or without just cause and such termination shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 6.02 The Company shall provide a written notice to the designated Union Business Agent of disciplinary actions taken against an employee rising to the level of a written warning or greater within three days of such action.

Section 6.03 Employees shall have a 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 representative may be of the employee's choosing unless having a particular individual's attendance would hinder or significantly delay the investigation.

Section 6.04 Progressive discipline will be followed in accordance with employer / employee handbook

Article VII. Grievance Procedure

A. Purpose.

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

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 7.01 **Step One:** (a) Within thirty (30) calendar days after the occurrence of the alleged violation or after which the Union should have reasonably known of the violation, the steward shall submit a written grievance to the employees Direct Manager citing the alleged violations including the contract provision that applies.

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

Section 7.02 **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 the Direct Manager or his/her/their designated alternate, the matter may be submitted, in writing, to the Executive Team or his/ her /their designated alternative

(b) The Executive Team or his/her/their designated alternate, shall schedule a grievance meeting to review the matter with the Union's Local Vice President or his/her/their designated alternate, within fourteen (14) calendar days after the receipt of the submission of the written grievance referenced in subparagraph (a) of Step Two. The Executive Team or his/her/their designated alternate shall render his/her/their decision, in writing, within twenty-one (21) calendar days after the meeting.

Section 7.03 If the grievance is not settled, the Union may, within sixty (60) calendar days after receipt of the decision at Step Two, submit a written notice of intention to arbitrate to the Company.

Article VIII. Arbitration

Section 8.01 If the grievance is properly appealed to arbitration, representatives of the Company and the Union shall select an arbitrator set out in Section 8.02, below.

Section 8.02 If no satisfactory settlement of the grievance is reached at Step 3, within twenty-five (25) weekdays after the Employer's Step 3 answer or failure to answer within the applicable time period, the Union may submit a demand for arbitration to the Regional Director and simultaneously request from the American Arbitration Association a panel of seven (7) arbitrators who are members of the American Academy of Arbitrators. The parties will promptly proceed with selecting an arbitrator and scheduling a hearing. If the Union does not timely submit a demand for arbitration, the grievance will be deemed settled in accordance with the Employer's disposition in Step 3.

Section 8.03 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 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 8.04 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 IX. Union Representation

Section 9.01 The Local shall keep the Company informed of the names of individuals employed by the Company who are designated as Union Stewards.

Section 9.02 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 to give the Company advance notice of its intent to visit the workplace facility and Union representatives will comply with all Company safety policies during such visits.

Section 9.03 The Company shall provide the Union with a bulletin board (or electronic equivalent) in each workplace where bargaining unit employee(s) are required to report to work. The bulletin board shall be in a prominent area of the workplace. Additionally, the Company shall provide the Union a channel on its Slack platform or any other similar platform the Company utilizes in the future.

Section 9.04 Union Stewards shall be granted time off with pay when attending grievance meetings with management during working hours. It is understood that other Steward activities will be conducted outside of working hours unless circumstances do not permit, in which case the Steward will make every effort to minimize the invasion of work time.

Section 9.05 If the needs of the business allow in the sole determination of the Company and the Union has given at least one week of notice, bargaining unit employees shall be excused without pay to attend to the business of the Union. There shall be no effect on a bargaining unit employee's seniority or benefits as a result of their excused absence without pay under this provision.

Section 9.06 The Company will allow up to 2 (two) bargaining unit members time off with pay to attend negotiations for a successor Agreement.

Article X. Separability

Section 10.01 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 10.02 If any portion of this Agreement is held illegal as above- mentioned, the parties agree to meet promptly to agree upon a proper and legal substitute.

Section 10.03 The parties will adhere to all Federal, State, Local laws

Article XI. Safety and Health

Section 11.01 The Company, Union and employees recognize the importance of maintaining high standards of safety and health to prevent injury and illness. Each employee has the primary responsibility to observe practices of health, safety, cleanliness, neat dress, and appearance.

Section 11.02 The Company will make reasonable provisions for safety in accordance with federal, state, and local standards. The Company may establish safe working and operating practices and guidelines to ensure employee and public safety.

Section 11.03 The Company is responsible for providing a safe work environment for its employees and for ensuring that employees comply with the Company's established safety rules and standards, including enforcing all such rules and standards.

Section 11.04 Employees must comply with the safety provisions the Company's customers contractually require, including but not limited to wearing and utilizing all Company issued PPE when required. Employees are responsible for abiding by the rules and regulations that govern safe working conditions.

Article XII. Paid Leaves

Section 12.01 Parental Leave:

- (a) Regular full-time and part-time employees who work at least thirty-two (32) hours a week are eligible to take parental leave for the birth or adoption of a child.
- (b) The leave is available to both parents, regardless of gender, for up to one year from the time of the birth, or the earlier of the date of adoption or adoption leave commencement.
- (c) Employees are eligible for a maximum of Six (6) weeks for a natural birth and eight (8) weeks for a caesarean birth
- (d) If both parents are employed by the company, they cannot take the paid parental leave concurrently.
- (e) Parental leave may be used on an intermittent basis for up to one year from the time of the birth, or the earlier of the date of adoption or adoption leave commencement, will be in addition to any short-term disability insurance the employee may be entitled to and is inclusive of all paid holidays.
- (f) Employees are expected to notify their manager and HR of their parental leave plans as soon as reasonably possible but not less than 10 weeks in advance of their anticipated date of leave.

Section 12.02 Leave for Jury Duty:

- (a) Full-time and part-time employees who are summoned for jury duty shall be paid the difference between their normal rate of pay and the jury duty pay while serving. Employees should notify their manager immediately upon receiving a summons for jury duty and provide a copy of the summons to their manager. In order to be compensated for time spent serving jury duty the employee must provide the Company with a copy of the court payment record.
- (b) In the event that you are excused from jury duty during your regularly scheduled work hours you must contact your manager for direction on whether or not you must report to work.

Section 12.03 Bereavement Leave:

- (a) Regular full-time and part-time employees shall be eligible for up to five (5) workdays paid bereavement leave for family members or close friends.
- (b) Part-time employees shall have their pay for bereavement leave prorated based on the number of hours they are regularly scheduled to work.
- (c) Employees are required to notify their manager as soon as possible of their intention to utilize bereavement leave.

Article XIII. PTO and Sick Time

Section 13.01 On the first full pay period following implementation of this collective bargaining agreement, current employees will receive 7 (seven) PTO days.

Section 13.02 Employees hired after implementation of this Agreement will be paid on the first full pay period following the specified periods as follows:

TENURE	PTO Days
0 months	2 Days
3 months (anniversary date)	4 Days
6 months (anniversary date)	7 Days

Section 13.03 PTO / Time- Off request must be submitted 7 (seven) days prior to the requested day/ days off. Forms will be reviewed, and you will be notified of your approval within 48 hours of submitting this form. Day of request or week of request will be automatically denied unless it's an emergency (except as described in section 13.04)

Section 13.04 Employees may use up to 2 (two) PTO days as short notice emergency days. Employees must call a supervisor 1 hour prior to shift and notify their supervisor they are using a short notice emergency day.

Section 13.05 The company will grant each employee, who has completed 6 (six) months of employment with 7 (seven) sick days.

Article XIV. Holidays

Section 14.01 Full-time and part-time salaried employees and full-time hourly employees shall be eligible for paid holidays immediately upon hire.

Section 14.02 The holidays shall be as follows:

- | | |
|--------------------------|----------------------------------|
| 1. New Year's Day | 6. Independence Day |
| 2. Indigenous People Day | 7. Christmas Day |
| 3. Veterans Day | 8. Labor Day |
| 4. Memorial Day | 9. Martin Luther King's Birthday |
| 5. Thanksgiving Day | 10. Juneteenth |

Section 14.03 In addition to the above Holidays the company will grant half days on the following days: New Year's Eve, Thanksgiving Eve, and Christmas Eve.

Section 14.04 The above Holidays and half/days are contingent on all work being completed. If the above Holidays and half / days cannot be granted due to needs of the business and not the fault of the employee, the company will take consideration in granting and employee an H-day to be taken 30 days from the date of the original Holiday / half day. If the employee was not able to take the holiday, due to needs of the business, the employee must notify their direct manager within 7 days via email and schedule the H-day to be taken within the 30 days

Article XV. Expenses

Section 15.01 Expenses incurred will be reimbursed on the 15th and 30th of each month. Only (pre)approved expenses will be reimbursed. If an expense is not (pre)approved, it will be denied, and any expenses incurred will not be reimbursed.

Section 15.02 Expenses must be submitted no later than 1 (one) week prior the above reimbursed dates and must be accompanied by all supporting documentation to be considered for approval

Section 15.03 If an expense cannot be approved and or reimbursed in a timely manner the company will promptly notify the employee(s), and the union, of the reasons why it was not approved and or reimbursed and the company will put a plan in place to rectify the situation.

Article XVI. Contracting of Bargaining Unit Work

Section 16.01 The Company shall not have the right to contract bargaining unit work

Article XVII. Hours of Work

Section 17.01 Full time employees work anywhere between 35-40 hours a week. Employees will track time and attendance by using their login on the clockify (or employer approved substitution) website. Each employee will be assigned a login and will punch in and out so that can keep track of hours worked. While using clockify, (or employer approved substitution) employees must label each project and track the time it takes to complete the task, then clock out when finished. You may keep track of multiple punches in one project.

Section 17.02 Part time employees work up to 20 hours weekly. Part time employees will track time and attendance by using their login on the clockify (or employer approved substitution) website. Each employee will be assigned a login and will punch in and out so that can keep track of hours worked. While using clockify, (or employer approved substitution) employees must label each project and track the time it takes to complete the task, then clock out when finished. You may keep track of multiple punches in one project.

Section 17.03 Full-time and part-time employees can have either temporary or indefinite duration contracts.

Section 17.04 Full-time employees under an indefinite duration contract are entitled to the company's full benefits package.

Section 17.05 Overtime work will be paid according to local and national laws. If a project requires the need for overtime (more than 20 for part time, more than 40 for full time) it must be pre-approved. Overtime hours will be allowed and paid only after it is authorized by your supervisor. Employees must monitor hours worked and contact your supervisor if more time is needed to complete a project.

Article XVIII. Conflicts of Interest

Section 18.01 With respect to primary candidates:

- (a) 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.
- (b) 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.
- (c) Company time, premises, or assets may not be used in Employee's personal political activities.
- (d) 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.
- (e) Personal political activity 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.
- (f) 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.
- (g) 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.
- (h) 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.

- (i) If an employee has an objection (moral, religious etc.) to a candidate or customer of Sole Strategies the company will, if possible, allow said employee to be reassigned from working on said campaign or customer. If the company cannot reassign the company will notify the union in writing as to the reason(s) this employee cannot be reassigned.
- (j) Failure to do so may result in the termination of said employee.

Article XVII – Seniority and Severance Benefits

Seniority:

Seniority shall be defined as an employee's continuous service with Sole Strategies.

Layoffs:

Section 1. If the Employer has a need to reduce its workforce through layoffs it shall provide the Union with seven (7) calendar days advance notice of their intention to layoff bargaining unit employees. The notice shall include the number of employees the Company has scheduled for layoff for each job classification. During the seven (7) day period the Employer and the Union shall meet to discuss the reason(s) for the layoff and alternatives that may alleviate the need for such layoff.

Section 2. If at the conclusion of the seven (7) day notice period the Company wishes to proceed to a layoff then it shall proceed by laying off the least senior employee in each affected job classification

Severance:

Employees who are laid off shall receive the following severance, conditioned upon the employee executing a release of claims in a form to be determined by the Company:

<u>Length of Service</u>	<u>Severance Pay</u>	<u>Continuation of Benefits</u>
Through 90-day Probationary Period but less than one(1) year	Two (2) weeks of salary	Company will reimburse employee the equivalent of the full cost of the COBRA premium for two (2) months (upon receipt of documentation of premium payment)
One (1) year or more of service	Two weeks of salary plus one week of salary for each full year of service, up to a maximum of eight (8) weeks of salary	Company will reimburse employee the equivalent of the full cost of the COBRA premium for three (3) months (upon receipt of documentation of premium payment)

Recall:

Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff. The Company may not contract out work or hire a new employee to perform the work that a laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within two (2) business days and report within an additional two (2) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report. A recalled employee that is laid off again within the first twelve (12) months following a recall shall not be eligible to receive the severance and COBRA benefits set forth herein in connection with the second layoff.

Article XIX. Wages and Bonus

Section 19.01 The Employer will pay employees bi-weekly. The Employer will direct deposit employees' pay into their personal bank accounts

Section 19.02 On the first full pay period following implementation of this collective bargaining agreement, current employees will receive a 4.00% percent increase

Section 19.03 Employees hired after implementation of this agreement will be paid on the first full pay period following the specified periods as follows:

TENURE	RATE/HR.
0 months	\$16.00
3 months (anniversary date)	\$23.00
6 months (anniversary date)	\$26.00

Section 19.04 All bargaining unit employees with at least 6 months the payroll on the date of will receive an end of year bonus of minimum of \$200.

Section 19.05 Due to the competitive marketplace nothing shall preclude the employer from negotiating better terms for a new hire by placing them in a higher step in the wage scale provided in this article (19). If better terms are provided or negotiated, the company will notify, in writing, CWA Local 1101 of the full details of the terms provided or negotiated with in 30 days of said negotiations.

Article XX. - Promotions and Job Descriptions

Section 20.01 Job Descriptions:

- (a) Within 90 days following ratification of this Agreement, the Employer shall have a job description for each job classification covered by this Agreement. Each job description will include the responsibilities associated with each job classification.
- (b) The Employer shall notify the Union and bargaining unit employees when it makes any material change(s) to a job description for a job classification covered under this Agreement. If the Union believes the change(s) to the job description creates additional responsibilities for employees in that job classification that warrants higher pay and wishes to negotiate a new minimum salary because of the change it shall send a written request to bargain within seven (7) days of receiving the Employer's notice. If a request is made, then the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, then the Union may submit the dispute to arbitration. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.
- (c) When translation services are needed to perform a job duty, management shall assign such duties pursuant to Company policy.

Section 20.02 Promotions:

- (a) During an employee's annual review, the Employer will discuss with the employee a structured pathway to be considered for promotion including feedback on how the employee's performance is or isn't meeting the expectations for promotion.
- (b) Sole Strategies affirms the basic principle that it will continue to provide all employees with advancement opportunities that are consistent with individual performance and skill development, as well as the business needs and constraints of the agency. In accordance with this principle, if the Employer has a need to fill an open bargaining unit position, it shall announce via an email to bargaining unit employees and post the open position on Sole Strategies platform the Employer may utilize in the future, including Sole strategies' website, to allow for internal applicants to seek the position. The post shall include the email contact information for the person to contact if an employee has interest in filling the position. Sole Strategies shall give consideration to existing employees that might be capable of performing the job, with the understanding that the final decision in selecting a candidate rest solely with management. This provision shall not be construed to impose a requirement that the Employer interview any internal candidate that might express an interest in the position.

Article XXI. - Diversity, Equity, and Inclusion

Section 21.01 Sole Strategies is committed to equal employment opportunity, to honoring the personal dignity of each individual with whom we interact, to cultivating and maintaining an inclusive environment, and to ensuring that our workplaces are free from discrimination, either direct or indirect, on the grounds of age, citizenship status, color, creed, disability (physical or mental), ethnic or racial origin, familial status, gender, gender identity, gender reassignment, marital or civil partnership status, pregnancy and maternity, national origin, nationality, sex, sexual orientation, race, religion or belief, transgender status, veteran status, or any other legally-protected basis (collectively “protected status”) pursuant to U.S. federal, state, and local laws. These protections apply to employees and applicants and cover both actual and perceived identities.

Section 21.02 Harassment and discrimination are not only illegal; they are also contrary to Sole Strategist’s mission and values. Those in management have a heightened obligation to ensure that harassment and discrimination do not infect hiring, promotion, transfer, discipline, compensation, development/training, termination, or any other terms, conditions, or privileges of employment. All employees must abide by and uphold the Employer’s policies on harassment and discrimination.

Section 21.03 It shall be the employee’s choice to identify their race, gender, language skills and/or ethnicity and to change their identification at any time. The Employer will not assign an identification to any employee who chooses not to self-identify. Nothing herein shall prohibit the Company from fulfilling all applicable legal reporting requirements.

Article XXII. Benefits

Section 22.01 The Company shall make medical, dental, vision benefit plans available to eligible employees and their dependents who have completed 6 months of employment. 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, if requested, through the duration of this agreement. If an eligible employee chooses to accept the benefit plan offered by the company the employee will be responsible for any health care premiums that exceeds the monthly medical stipend described in section 22.02.

Section 22.02 In leu of the benefits package described in section 22.01, If an eligible employee chooses to decline the benefits offered by the company the employee will receive a \$200.00 monthly medical stipend.

Section 22.03 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 provided the company notifies the union prior and agrees to bargain any of the above changes or modification with CWA Local 1101 withing 30 days of such changes and or modification.

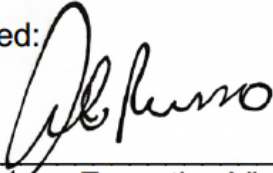
Article XXIII. Entire Agreement

Section 23.01 It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties or between the Employer and individual employees. The parties acknowledge that they have had a full opportunity to bargain over all matters contained in this Agreement. Any modification, amendment or supplemental agreement shall be of no force and effect unless reduced to writing and approved by the signatories hereto and executed after the effective date of this Agreement.

Article XXIV. Term of Agreement

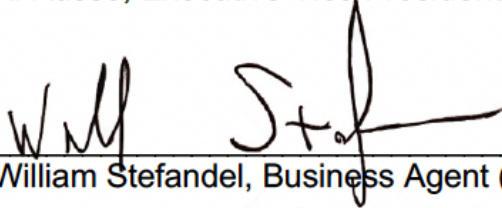
This Agreement will take effect on March 15th, 2022 and will expire on March 15th,2023

Signed:



Al Russo, Executive Vice President (CWA Local 1101)

Date: 3/12/2022



William Stefandel, Business Agent (CWA Local 1101)

Date: 3/12/2022



Zee Cohen-Sanchez, Executive Director (Sole Strategies)

Date: 03/12/2022



Amani Wells-Onyioha, Operations Director (Sole Strategies)

Date: 3/12/2022

Letter of Agreement
Regarding Field Canvassers

The parties acknowledge that the position of Field Canvasser will be included in this agreement with the following stipulations:

1. Subject to all terms and conditions of the collective bargaining agreement except:
 - a. Article VIII, Arbitration
 - b. Article XII, Paid Leaves
 - c. Article XIII, PTO, and Sick Time
 - d. Article XIV, Holidays
 - e. Article XVII, Seniority and Severance
 - f. Article XIX, Wages and Bonus
 - g. Article XXII, Benefits
2. Shall be paid in accordance with any Federal, State and Local Laws

