

AGREEMENT

BETWEEN

**Communications Workers of
America, AFL-CIO**

Local 1101

AND

EveryAction/ActionKit

Effective

October 6, 2022 to October 5, 2025

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Agreement

THIS AGREEMENT is made and entered into this 6th day of October, 2022 by and between EveryAction Inc. (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).

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 all full time and regular part time ActionKit employees in the job titles and classifications of Sr. Software Engineer and Lead QA Engineer and any other subsequently established ActionKit positions, excluding supervisors, managers, confidential employees and guards, as defined in the National Labor Relations Act.

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 (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. 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 Union of the names, addresses, wage rates of new hires.

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 Union shall designate, and keep the Company informed of, the names of individuals employed by the Company who are designated as Union Stewards (hereafter, "Stewards"). The Company reserves the right to confirm with the 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.

Section 3. The Company shall provide the Union with a Confluence page.

Section 4. Union Stewards 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 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 5. The Company will allow one bargaining unit members time off with pay to attend negotiations for a successor Agreement.

Section 6. The Union has the right to request that any one (1) bargaining unit member 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 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 [X] (Arbitration).

Section 4. Employees shall have a Union representative present during all investigatory and disciplinary 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. 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 Article

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 Union Steward shall submit a written grievance to the 1st 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 no more than three (3) Company or Union people, 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 Vice President of ActionKit (or his/her/their designated alternate).

(b) No more than three (3) Company people and three (3) Union people will attend the Step 2 meeting within fourteen (14) calendar days after the receipt of the written grievance. The [TBD] (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 [X] 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 [X] by mutual agreement.

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 Recognition Article (X).

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

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 15

Establishment of New Titles

Section 1. In the event that the Employer creates a new non-supervisory ActionKit 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 thirty (30) days from the date of the notice to request and bargain over such wage.

Section 2. The Employer shall establish a salary hiring range for each position in the bargaining unit within thirty (30) days of ratification of this Agreement using the Company's compensation structure. Once the hiring range is established, all ActionKit job postings shall include the hiring range.

Article 16

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.

Article 17

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 18

Term of Agreement

Three-year term of Agreement.

Article 19

Paid Time Off

Section 1. 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. Remaining PTO balances that have been accrued as of December 31, 2022, will be reserved in an employee account, payable at the time of termination. Balances will be paid out based on the employee's rate of pay on December 31, 2022.

Flexible Time Off (FTO) Policy

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.

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.
- Company will remind Employees who have not taken at least 2 weeks FTO by the end of June to schedule their FTO.
- 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.
- Approved Flexible Time Off will not be canceled by the Company without permission from the employee.
- 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 20

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. If a holiday falls on a Sunday the holiday shall generally be observed on the preceding Monday; if the holiday falls on a Saturday, the holiday will generally be observed on the Friday prior, provided, that in either case, the holiday may be celebrated on a different day in the Company's discretion if the holiday or anticipated date of celebration falls on the last day of the quarter.

Martin Luther King Jr. Day will also be a holiday for all eligible staff as defined above. 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.

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 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 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

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, regular employees are eligible for this benefit after 6 months of full time service. Temporary and part-time employees are not eligible for PPL; nor are employees currently on a Performance Improvement Plan. 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.

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 the human resources department.

Employees who do not qualify for the full 16 weeks may use available 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 PTO. 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.

When both parents are employees of the Company, they are limited to a combined total 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 as of the date the first parent begins PPL.

Employees who ask to take advantage of the PPL policy will be asked in return to commit to staying at the Company for the same amount of time as PPL taken. In the event that an employee

who has taken PPL voluntarily leaves the employment of the Company for any reason without returning to work and working the same amount of time as PPL taken, the employee will: 1) reimburse the Company for the amount of salary received during PPL; and 2) reimburse the Company for health care premium costs paid by the Company during PPL.

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. Thus, as part of the PPL request process, arrangements must be made for the co-payment of applicable premiums. If premium payments are more than 30 days late, the employee may be dropped from coverage. Under such circumstances, an employee and the Union will receive a letter giving the employee 15 days' notice from the date of the letter to make payment.

Retirement benefits will be continued during PPL under the same terms as if the employee continued work. However, PTO does not accrue during PPL or unpaid parental leave.

Requirements for Obtaining Paid Parental Leave

Barring an emergency, employees are required to give supervisors at least three (3) months' notice before taking PPL. The Company may consider PPL for an adoptive parent who provides less than three months' 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 necessary forms must be filed with the human resource department.

Short Term Disability Insurance

If applicable, the employee must apply to their state for short-term disability insurance (SDI) benefits for any qualifying periods. Wage continuation during the PPL period will be reduced by the amount of any SDI 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 the Company of these benefits, and the Company will pay the balance of the employee's salary. Similarly, if in the future the Company elects to provide SDI benefits to employees, the amount of benefits received under any SDI policy will offset payments made by the Company under the PPL policy.

Article 23 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. 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 24

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 or wind-down of the Company during the term of the collective bargaining agreement, employees who are terminated by the Company 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 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 25

Hours Worked

Section 1. The Company observes an official, regularly scheduled flexible work week of 40 hours.

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 26

On-call rotations

Section 1. For each weekend day (Saturday/Sunday) or holiday that an employee is on-call, the employee will receive an additional \$50.00.

Article 27

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 28

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.

All ActionKit employees shall be eligible for remote work.

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.

Workers will not be held accountable for natural disasters, or utility issues in their area, provided that an employee is not abusing the situation and makes a good faith effort to work, where possible, unless PTO is being taken.

Article 29

Promotion

Section 1. The Company shall furnish a career ladder with clearly defined expectations for each class of current individual contributor role within sixty (60) days of CBA ratification. The Company shall furnish a career ladder with clearly defined expectations for any newly created role within sixty (60) days of creating such role.

Article 30

Wages

Section 1. Effective January 1, 2023, employees shall receive a base salary increase of three percent (3%). Effective January 1, 2024, employees shall receive a base salary increase of three percent (3%). Effective January 1, 2025, employees shall receive a base salary increase of three percent (3%).

Section 2. Employees may also receive annual performance-based merit increases in the sole discretion of the Company.

Section 3. 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 4. Employees shall be eligible to participate in the Bonterra Employee Equity Program on the same terms and conditions as non-represented employees.

Section 5. Bonterra incentive bonus plan to be effective January 2024.

Section 6. Each employee is eligible for a one-time contract ratification bonus of \$5,000 that will be paid within 30 days of the contract ratification date.

**Communications Workers of America
And
EveryAction, Inc.**

Final Settlement Agreement

The parties reached an agreement on October 6, 2022 through the Company's last proposal sent via email on October 6, 2022. The effective date of the contract shall be October 6, 2022, if ratified by the Union by November 4, 2022.

For the Communications Workers of America:

Tonya Hodges
Tonya Hodges

10/6/22
Date

For EveryAction, Inc.:

Megan Glowacki
Megan Glowacki

10/6/22
Date