

AGREEMENT

BETWEEN

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

Local 1101

AND

EveryAction/Mobilize

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**EveryAction / CWA Local 1011
Final Agreement**

Agreement

THIS AGREEMENT is made and entered into this 14th day of March, 2022 by and between Every Action 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” or “Local”).

**Article I. Recognition
Article 1**

The Company recognizes the Union and its Local 1101 as the exclusive representative for the purpose of collective bargaining with respect to wages and hours of work.

Included in the bargaining unit: All full time and regular part time Mobilize employees with the following job titles and job classifications: Mobilize Account Executive, Mobilize Business Development Representative, Mobilize Enterprise Client Success Manager, Mobilize Marketing Associate, Mobilize Principal Engineer, Mobilize Product Manager, Mobilize Senior Account Executive, Mobilize Senior Business Development Representative, Mobilize Senior Client Success Manager, Mobilize Senior Product Designer, Mobilize Senior Software Engineer, Mobilize Software Engineer, Mobilize Software Engineer 2, Mobilize Sr. Account Executive, Mobilize Staff Engineer, Mobilize Support Specialist and other subsequently established Mobilize non-supervisory positions.

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

**Article II. Union Security
Article 2**

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.

Article III. Payroll Deduction of Dues
Article 3

Section 1. 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 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 IV. Management Rights
Article 4

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 members shall be permitted to perform bargaining unit work as long as this does not result in the loss of bargaining unit positions and or layoffs.

Article V. No Strike – No Lockout
Article 5

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 may be subject to disciplinary action or discharge.

Article VI. Union Representation
Article 6

Section 1. The Local 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 Local at any time which employees are the current Union stewards.

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 to give the Company at least twelve (12) hours' advance notice of its intent to visit the workplace facility unless there are emergency circumstances, unless management gives permission. The Union representative will comply with all visitation rules and will not interfere with the work that is being conducted by 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 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 two bargaining unit members time off with pay to attend negotiations for a successor Agreement.

Section 6. The Union has the right to request that up to four (4) bargaining unit members take unpaid time off for union activities for up to five (5) business days per calendar year (taken in full-day increments), upon seven (7) days' written notice. No more than two (2) bargaining unit members may take such unpaid time off at the same time. The Company has the discretion to deny the request when business needs warrant.

Article VII. Discipline and Discharge

Article 7

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

Section 2. The Company shall provide a written notice to the Union Business Agent of disciplinary actions taken against an employee rising to the level of a written Action Plan or Performance Improvement Plan or greater within three days of such action.

Section 3. Employees shall have a probationary period of nine (9) months from the date of hire. During the probationary period, an employee may be disciplined or discharged for just cause and any discipline or discharge during the probationary period shall not be subject to Article 8 (Grievance Procedure) or Article 9 (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 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 and all performance-based discussions that may occur with an employee prior to the time that an Action Plan or Performance Improvement Plan is issued will not be considered an "investigatory meeting" or "disciplinary meeting" for purposes of this Section and employees will not be permitted to have a Union representative present during such meetings.

Article VIII. Grievance Procedure
Article 8

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 Union knew or should have reasonably known of the violation, a 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 the Steward 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 for Organizing (or his/her/their designated alternate).

(b) The General Manager for Organizing (or his/her/their designated alternate) shall schedule a grievance meeting to review the matter with the Steward 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 for Organizing (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.

Article IX. Arbitration
Article 9

Section 1. If the grievance is properly appealed to arbitration, the parties shall as expeditiously as possible 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 X. Separability
Article 10

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 XI. Contract Labor
Article 11

Section 1. Should the Company require a contractor to provide services on a full-time basis (30 hours or more per week) for longer than six (6) months, and the Company intends to continue to utilize that 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 (1).

Article XII. Diversity, Equity, and Inclusion
Article 12

Section 1. The Company shall make all new or open Mobilize 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) week notice for interested employees to apply, the timing of which can be concurrent with an external posting. The Company shall consider bargaining unit members who apply for such openings based on merit. This Section is not applicable to in-line promotions of employees.

Section 2. 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.

Article XIII. Conditions of Employment
Article 13

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 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 XIV. Establishment of New Titles
Article 14

Section 1. In the event that the Employer creates a new non-supervisory Mobilize job 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 forty-five (45) days from the date of the notice to request and bargain over such wage.

Article XV. Employee Handbook
Article 15

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. A copy of any new handbook or material amendments to the handbook shall be provided to the Union in advance of providing it to the bargaining unit.

Article XVI. Term of Agreement & Basis of Reopening
Article 16

This Contract shall commence and be binding upon the parties hereto from the 14th day of March, 2022, and shall continue in force and effect until 11:59 PM on 13th day of March, 2025.

Should either party desire to terminate, modify or amend this Agreement at the expiration of the term, it shall notify the other party in writing at least sixty (60) days prior to the end of the term. If not terminated, it shall be a continuing agreement until terminated by similar sixty (60)

days' notice from one party to the other. Upon receipt of valid notice of termination, modification or amendment, the parties hereto agree to arrange a conference between them for the purpose of discussing the proposed termination, modification or amendment to the agreement. _

Article XVII. Sales Titles

Article 17

- A job description delineating responsibilities and expectations for sales roles shall be furnished to the Sales Team within sixty (60) days of CBA ratification.
- There will be a 3-month ramp up period for new and existing Sales Team employees with less than one year of tenure. During the ramp-up period, employees shall be paid at the rate consistent with meeting on-target earnings.
- The Company will coach and develop the employee with the objective of helping them achieve their potential and meet Company-established targets.
- Managers/Coaches will develop action plans tailored to individual employee needs.
- At the Union's request, the Company agrees to meet with the Union up to two times per year to review and discuss targets, results and any commission plan changes.

Article XVIII. Paid Time Off

Article 18

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.

On the first of every year, if an employee has less than 40 hours of accrued PTO, the employee will be front loaded up to 40 hours of PTO to be used upon need. If an employee separates employment prior to accruing the advanced PTO, the employee will not be paid for unused, advanced PTO.

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.

Article XIX. 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.
- ✚ The company will remind Employees who have not taken at least two 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.

- ✚ FTO is separate from company-designated holidays.
- ✚ Approved FTO will not be cancelled by the Company without permission from the Employee.

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.

Section 3. 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 XX. Holidays

Article 20

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 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.

Article XXI. Parental Leave

Article 21

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 full-time 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.

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.

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. 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 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 XXII. Healthcare

Article 22

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. The Company agrees to offer a medical, dental and vision benefit plan during the life of the Agreement.

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 XXIII. Layoff, Severance & Recall

Article 23

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 XXIV. Hours Worked

Article 24

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 you work a significant number of night or weekend hours, you may request temporary flexible scheduling in order to normalize your workweek.

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 XXV. On-call rotations
Article 25

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 XXVI. Promotion
Article 26

Section 1. The Company shall furnish a career ladder with clearly defined expectations for each class of individual contributor role (e.g., Account Executive, Marketing Associate, Software Engineer, etc.) within sixty (60) days of CBA ratification.

Article XXVII. Marketing
Article 27

Section 1. Marketing employees will receive a bonus in the sole discretion of the Company.

Section 2. A job description delineating responsibilities and expectations for the role shall be furnished to Marketing within sixty (60) days of CBA ratification.

Article XXVIII.Wages
Article 28

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. 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. For calendar year 2022, employees are eligible for an annual End of Year bonus equal to \$1,000 which shall be payable by the end of the calendar year. Employees who do not work a full calendar year are eligible for a prorated amount of the End of Year bonus; provided that employees are not eligible for the End of Year bonus if they terminate employment prior to payment of the End of Year Bonus. Bonterra incentive bonus plan to be effective in calendar year 2023 with any payouts starting in January 2024.

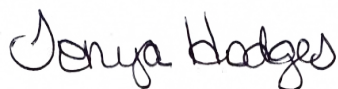
Section 5. Employees shall be eligible to participate in the Bonterra Employee Equity Program on the same terms and conditions as non-represented employees.

Section 6. Employees will receive one-time discretionary bonus of \$1,000 to be paid to current employees within 30 days of ratification of the amendments to the CBA.

Communications Workers of America
And
EveryAction, Inc.
Final Settlement Agreement

Following negotiations to re-open the parties' collective bargaining agreement, the parties reached an agreement on 12/15/2022 through the Company's last proposal sent via email on 12/12/2022. The effective date of the contract remains March 14, 2022.

For Communication Workers of America: For EveryAction, Inc.:



Tonya Hodges

12/16/22

Date



Megan Glowacki

12/15/22

Date